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Arts MIDWEST

Grant agreement

Congratulations on your National Endowment for the Arts Big Read award!

GRANTEE	City of Santa Fe 145 Washington Ave Santa Fe, NM 87501-2016
UEI number	QLN2YKMMJ8X6
Name for publicity purposes	Santa Fe Public Library
Purpose	NEA Big Read 2022–2023
Grant award	$15,000
Case number	00031575
Date of Agreement	May 5, 2022

The program

The National Endowment for the Arts Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book.

Arts Midwest

Arts Midwest will serve as your contact for all questions regarding the program and this Grant Agreement. Arts Midwest can be reached at 612.238.8024 or [illegible]. Our offices are based in Minneapolis, Minnesota and our hours of operation are 9am – 5pm Central time. We have a dedicated team of individuals available to respond to your questions and available to assist you in a timely manner.

This Agreement, by and between Arts Midwest on behalf of the National Endowment for the Arts and **City of Santa Fe** listed above, hereinafter referred to as **GRANTEE**, is subject to the following terms and conditions.

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Grant award

Your grant award from Arts Midwest, on behalf of the National Endowment for the Arts, is $15,000.

This award must be used towards the expenses incurred as part of **GRANTEE**'s NEA Big Read programming. These expenses may include artist fees, book purchases, staff salaries and benefits, and other expenses. Federally negotiated indirect cost rates are allowable or a de minimis rate of 10% as outlined in 2 CFR 200.414 (Code of Federal Regulations).

Unallowable expenses include fundraising, hospitality, meals, concessions, gifts for participants, or costs incurred prior to the execution of this Grant Agreement or after June 30, 2023. Reference the Attachment A: Assurance of Compliance section 12 for more information on Cost Principles. This award does not support research and development.

The award must be matched on a 1-to-1 basis with nonfederal funds. Match refers to the portion of the project's expenses not paid for by these federal revenues. This may include revenues from **GRANTEE'S** own funds, donations, other non-federal grants, or other revenues. In order to receive the full grant, **GRANTEE**'s total expenses as shown on your final report budget must be at least double the grant award amount. There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

The following information is provided to comply with federal regulations.

Federal awarding agency	National Endowment for the Arts
CFDA #45.024	Promotion of the Arts Grants to Organizations and Individuals
Federal Award Identification Number	1866149-52-C-20
Federal award date	September 3, 2020
Federal award description	To support the planning and implementation of the National Endowment for the Arts Big Read program nationwide.
Subaward period of performance	July 1, 2020 – October 31, 2023
NEA award amount	$3,014,000
Pass-through entity and contact information	Arts Midwest, Joshua Feist, director of community support, joshua@artsmidwest.org, 612.238.8054

GRANTEE is expected to use the entire grant award amount to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts. Grant funds may not be returned to Arts Midwest without prior authorization.

If the award amount above is less than the amount requested in **GRANTEE**'s application, a revised budget based on the award amount is due to Arts Midwest before any funds can be issued.

If major changes are believed to be necessary, **GRANTEE** must refer to Attachment C of this Agreement for guidance.

Expenses can be incurred and an advance payment can be issued after this Agreement has been fully executed by Arts Midwest and **GRANTEE**.

GRANT PAYMENTS

Arts Midwest will disburse this grant in two installments by check to **GRANTEE** as follows:

- Program start payment of $12,000.00 will be sent to arrive on or around the date of the first event as indicated on **GRANTEE**'s Engagements Listing (see Program Engagements Listing). Prior to issuing this payment, Arts Midwest must receive a revised budget (if applicable) and an updated list of engagements (see Reporting).
- Final payment of $3,000.00 will be sent four to six weeks following the receipt of a complete final report (see Reporting).

If the above payment schedule represents a financial hardship, **GRANTEE** has the option to request one advance payment of up to 80% of your grant award. An advance payment may be requested for expenditures already incurred or for expenditures you expect to incur within 30 days. Please complete the advance payment request form, available in the Online Community, to request an advance payment. If an advance payment is issued, your program start payment will be adjusted according to the remaining balance.

By default, payments will be issued by check. If **GRANTEE** would prefer to receive funds via electronic transfer, **GRANTEE** must provide Arts Midwest with the email address of the individual who manages **GRANTEE**'s finances so they can set up an account in our financial system.

Payments are contingent upon Arts Midwest's receipt of federal funds from the National Endowment for the Arts. Payments must be disbursed within 30 days of receipt.

AWARD MANAGEMENT

GRANTEE must manage this award in the Online Community located at the following web address: https://artsmidwest.force.com/neabigread. Arts Midwest will work with you to make sure all necessary parties have access to this website. All documents needed to manage your award, including the crediting requirements, budget forms, final report (see Reporting), and other resources are available in the Online Community.

Program requirements

As a participant in NEA Big Read, **GRANTEE** agrees to conduct the following NEA Big Read activities:

An ideal NEA Big Read lasts approximately one month (but may go longer) and must occur between September 1, 2022 and June 30, 2023. Events held prior to September 1 or after June 30 need written authorization from Arts Midwest.

Develop and produce a dynamic community reading program designed around a single NEA Big Read selection that inspires conversation and discovery. Related "companion" reading titles may be included.

Your literary programming should feature diverse and creative engagements that show a clear connection between the NEA Big Read book and the target audience and engage a wide range of community members with the book either in-person or virtually via telecommunications technology. A successful NEA Big Read will be held in a variety of venues or virtual spaces and, through effective partnerships, reach a broad audience as identified by **GRANTEE**. The number of engagements planned should be proportionate with your grant award and community population. Activities should include:

- a public kick-off event to launch the program;
- a minimum of 5 discussions on the selected book featuring separate audiences for each discussion;
- At least two presentations inspired by the content and/or themes of the NEA Big Read title. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. A visit by the author of your NEA Big Read book selection is not required.
- At least two projects that engage the community and/or respond creatively to the selected book or companion title (e.g., art exhibitions, theatrical and/or musical performances, poetry slams, writing workshops and contests, collecting and sharing oral/written stories from members of the community, etc.).

Partner with a library (if **GRANTEE** itself is not a library) and with additional community organizations in order to broaden community participation and reach a wide array of audiences.

Promote your programming through digital and print channels, and partnering with local radio, print, TV, social media, and other media outlets as appropriate.

Use and distribute the NEA Big Read educational and promotional materials for your chosen book found at http://www.arts.gov/neabigread (see Educational materials section below).

In addition, **GRANTEE** is strongly encouraged to participate in all offered training webinars and conference calls from Arts Midwest including the online orientation activities in June.

ADMISSION

Admission to, as well as seating and participation in, NEA Big Read programs shall be open to any person and shall be without regards to race, color, natural origin, disability, religion, age, or gender as provided in Section

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504 of the Rehabilitation Act of 1973 (as amended), the Americans with Disabilities Act of 1990 (as amended), Title VI of the Civil Rights Act of 1964 (as amended), Title IX of the Education Amendments of 1972 (as amended), and the Age Discrimination Act of 1975 (as amended).

GRANTEE shall provide, upon request from Arts Midwest, up to six complimentary admissions to all activities without cost to Arts Midwest for VIPs or promotional use. Arts Midwest will work with **GRANTEE** to ensure that proper procedures for admission are followed.

*If **GRANTEE** is unable to meet program requirements, future support from Arts Midwest may not be available.*

Crediting and publicity

The National Endowment for the Arts and Arts Midwest seek to achieve unified branding for this national program and **GRANTEE** must comply with Attachment D: Crediting Requirements, which is part of this Agreement. This includes the usage of the credit line and logo in all print and digital materials as well as proper display of NEA Big Read banners and bookmarks. Arts Midwest expects **GRANTEE** to ensure proper crediting and visibility for the benefit of both **GRANTEE** and this national program.

Toward that end we require that you call your program "NEA Big Read" or "NEA Big Read: [city name]" for example.

GRANTEE will be required to upload two to three samples of printed materials and digital communications with your final report.

*If **GRANTEE** is unable to meet crediting requirements, as set forth in the Attachment D, future support from Arts Midwest may not be available.*

PUBLIC RELATIONS

GRANTEE's outreach efforts to local media, including print, television, social media, and radio outlets, are very important to the success of NEA Big Read.

The National Endowment for the Arts will create a sample news release for use in publicizing **GRANTEE**'s participation in NEA Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release will be available for download from the Online Community.

The National Endowment for the Arts also created a "PR toolkit," which is available online in the Online Community. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

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Educational materials

All NEA Big Read educational materials are accessible online at [illegible].

NEA Big Read educational materials vary by book selection. Materials may include Reader Resources and audio materials.

Please note: NEA Big Read educational materials are not provided in print.

Online resources include:

- Reader Resources, which contain an introduction to the featured book, background on the writer, and discussion questions. Some Reader Resources also contain additional resources and information about related works.
- Audio materials(available to stream online), which are 20 to 30-minute programs about the book featuring interviews and readings by literary and public figures.

Reader Resources and audio materials by NEA Big Read are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. For legal reasons, photos used in the Reader Resources are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Text content from NEA Big Read Teacher's Guides by NEA Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Promotional materials

The following NEA Big Read promotional materials are provided to **GRANTEE** at no cost. Grant funds may be used to procure more upon request.

BANNERS

GRANTEE will receive three complimentary 2.5' x 6.5' NEA Big Read banners (two horizontal banners and one vertical banner) featuring the NEA Big Read logo and branding for on-site event promotion. **GRANTEE** shall hang these banners in visible locations of your choice before and during your community read activities. You must use the banners you receive this year and discard any you may have remaining from previous years. More banners may be ordered from our vendor for a fee; contact Arts Midwest for more information. Grants funds may be used to purchase additional banners.

BOOKMARKS

GRANTEE will receive a predetermined quantity of complimentary 8.5" x 1.125" bookmarks featuring NEA Big Read logo. You must use the bookmarks you receive this year and discard any you may have remaining from previous years if you have received an NEA Big Read grant in the past.

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OTHER PROMOTIONAL TOOLS

In addition to these materials, we also provide the NEA Big Read logo block and credit line for **GRANTEE**'s use in creating your own promotional and marketing materials. This NEA Big Read logo block and credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Online Community.

Reporting

PROGRAM START AND END DATES

GRANTEE is responsible for updating the "programming start date" and "programming end date" fields in their Case in the Online Community or informing Arts Midwest of updates. These dates refer to your first and last engagements (events) for your NEA Big Read. It is important to keep these dates updated as they will determine your reporting deadlines as noted below.

PROGRAM ENGAGEMENTS (EVENTS) LISTING

GRANTEE's engagements listing is essential to providing Arts Midwest and the National Endowment for the Arts with detailed information concerning your project's activities.

GRANTEE is required to input their information according to the following schedule:

- **30 days prior to your first NEA Big Read engagement**, provide a list of all planned engagements including the minimum programming requirements (found on page 4 of this Agreement). Your program start grant payment will be generated after review of this Engagements Listing by Arts Midwest along with receipt of your revised budget (if applicable).
- **Within 45 days of the completion of your activities**, enter complete attendance figures as described in the final report (see Final Report section below). Your final grant payment will be generated after review of this submission along with your final report.

If this schedule represents a hardship, grantees must contact Arts Midwest to receive written authorization for an alternative timetable.

If **GRANTEE**'s programming beginning or ending dates change, **GRANTEE** must update them on their Case in the Online Community or notify Arts Midwest immediately so grant payments will not be delayed.

FINAL REPORT

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding NEA Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest **within 45 days following the "programming end date" listed in the Online Community**. You can access the final report at the top of your Case by clicking the "Continue final report" and you may save your progress. Please review the final report via this link prior to beginning your NEA Big Read activities so you are familiar with the questions ahead of time.

The contents of the final report will include narrative questions, a final budget, the final listing of engagements (with full descriptions and final attendance figures), examples of crediting, and (optionally) images.

To offer transparency and mentorship to other NEA Big Read communities, Arts Midwest may choose to share part or all of your final report in the Online Community. In addition, Arts Midwest may reach out to key organizers in your community asking them to share their expertise in learning opportunities for other grantee communities and applicants.

*If **GRANTEE** does not submit a final report, Arts Midwest will not be able to issue a final payment.*

Compliances

ASSURANCE OF COMPLIANCE

GRANTEE shall comply with all provisions of the Assurance of Compliance attachment, which is a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Online Community.

UEI NUMBER AND SAM.GOV

The UEI number we have on file for **GRANTEE** is QLN2YKMMJ8X6. This is the number that was provided by **GRANTEE** and is associated with **GRANTEE**'s registration in SAM.gov. If you have questions concerning your registration, please contact Arts Midwest at 612.238.8024. SAM.gov registration is free to create and maintain. Disregard emails you may receive from other parties demanding fees.

FEDERAL TAX EXEMPTION

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. **GRANTEE** agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and **GRANTEE**, and that **GRANTEE**'s status is solely that of an independent contractor. **GRANTEE** shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts. Each Party shall perform and discharge all obligations pertaining to this Agreement as independent contractors, including but not limited to the payment of any taxes or resulting fees and expenses.

Termination

- By either Party by reason of accident, Act of God, force majeure, labor strikes, any act or order by public authority, illness or death of an artist or their family member, or any unforeseen occurrence(s) which shall render the fulfilment of this Agreement by either party impossible, including, but not limited to, the inability of any artist (if applicable) to receive the necessary visas or work authorization to perform in the United States. Under such circumstance, neither Party shall be liable to the other for payment or damages of any kind or nature.
- By Arts Midwest in the event that funding is not forthcoming from the National Endowment for the Arts. Under such circumstances, neither Party shall be liable to the other for payment or damages of any kind or nature.

Limitation of liability

Except with regard to termination of this Agreement, for which there shall be no liability on the part of Arts Midwest, in the event this Agreement is terminated, regardless of the reasons for such termination, in no event with Arts Midwest be liable to the GRANTEE for any special, indirect, incidental, or consequential damages (including without limitation, loss of business or profits) arising out of or in connection with the Agreement, regardless of the theory of liability or cause of action, in excess of either **GRANTEE**'s actual, out-of-pocket costs and expenses (properly itemized, documented, and substantiated) or $2,000, whichever is less.

~~GRANTEE's indemnification~~

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~~The **GRANTEE** shall indemnify and hold harmless Arts Midwest and the respective successors, assigns, officers, members, directors, agents, contractors, and employees of each of the foregoing, from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the **GRANTEE** under this Agreement or any act or omission of the **GRANTEE** and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability, damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.~~

Arts Midwest's Indemnification

Arts Midwest shall indemnify and hold harmless the **GRANTEE** and its successors, assigns, officers, members, directors, agents, contractors, and employees from and against any claims, loss, damages, injuries, liabilities, costs and expenses, however caused, including reasonable attorneys' fees and court costs actually incurred resulting from or arising out of, wholly or in part any breach of any representation or warranty made by the Arts Midwest under this Agreement or any act or omission of the Arts Midwest and its officers, members, directors, agents, contractors, or employees. The express obligation shall include without limitation all liability. damages, loss, claims, and actions on account of personal injury, death, property loss, libel, defamation, invasion of privacy or right of publicity, or infringement of copyright or trademark.

Amendment

This Agreement contains the entire understanding of the Parties hereto and supersedes all prior commitments, agreement, or understandings between the Parties with respect to the subject matter hereof, and shall not be waived, modified, or amended except in writing signed by both Parties hereto.

Severability

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue to full force without impaired or invalidated.

Waivers

No waiver by either Party hereto of any breach by the other Party of any covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other covenant or condition of this or any other agreement.

Binding Agreement

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. **GRANTEE** agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement.

GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that **GRANTEE** unilaterally cancels this Agreement.

Jurisdiction and Disputes

This Agreement shall be construed and interpreted pursuant to the laws of the laws of the State of ~~Minnesota~~ New Mexico applicable to agreements entered into and fully performed in ~~Minnesota~~.New Mexico. Any action or proceeding between **GRANTEE** and Arts Midwest relating to this Agreement, whether pertaining to the interpretation or enforceability hereof or others, may only be brought in the State of ~~Minnesota~~ New Mexico, and both parties

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consent to the

jurisdiction of the state or federal courts of ~~Minnesota~~ New Mexico. All disputes or controversies in excess of $10,000 arising out of or connected to this Agreement shall be resolved through binding arbitration in ~~Minneapolis, Minnesota~~ New Mexico under the laws of the State of ~~Minnesota~~ New Mexico, in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered into the highest Court having jurisdiction thereof. All disputes or controversies up to and including the sum of $10,000 shall be resolved in ~~Hennepin County, Minnesota Conciliation Court, Appeals of such Conciliation Court~~ Santa Fe, New Mexico Court decisions shall be resolved through binding arbitration as if the dispute exceeded the sum of $10,000.

Attachments

ATTACHMENT A: ASSURANCE OF COMPLIANCE

GRANTEE shall comply with all provisions of the Attachment A: Assurance of Compliance, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources.

ATTACHMENT B: MEDIA CONSENT AND GUIDELINES

GRANTEE shall comply with all provisions of Attachment B: Media Consent and Guidelines which is hereby made a part of thi s Agreement.

ATTACHMENT C: CHANGES OR CANCELLATION REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment C: Changes or Cancellation Requirements which is hereby made a part of this Agreement. Reduction in the project budget may result in reduction of the grant award. In the event of such a reduction, **GRANTEE** is required to return any award overpayment to Arts Midwest.

ATTACHMENT D: CREDITING REQUIREMENTS

GRANTEE shall comply with all provisions of Attachment D: Crediting Requirements which is hereby made a part of this agreement. These regulations derive from Arts Midwest's federal and state funding sources.

By signing below, **GRANTEE** has read, understands, and agrees to comply with the terms and conditions in this Grant Agreement with Arts Midwest, on behalf of NEA Big Read. Please electronically sign this Grant Agreement by **May 31, 2022.**

City of Santa Fe

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Signature:

Name: Maria Sanchez-Tucker

Title: Library Division Director

Date:

Arts Midwest

Signature:

Name: Joshua Feist

Title: Director of Community Support

Date: 5-20-22

A fully-executed copy will be emailed to **GRANTEE** once countersigned by Arts Midwest.

Attachment A: Assurance of Compliance

NEA Big Read is supported by funds that derive from Federal funds (**CFDA #45.024**) from the National Endowment for the Arts. All selected organizations must comply with the following national policies and legal requirements, statutes, and regulations, including the Uniform Guidance for Federal Awards (2 CFR).

1. **Required registration** Organizations are required to have a UEI with SAM.gov (Unique Entity Identifier) that reflects the organization's legal name and current physical address. This is a free ID to obtain at the System for Award Management (SAM.gov).
2. **Nondiscrimination Policies** As a condition of receipt of Federal financial assistance, the awarded organization must acknowledge and agree to execute the project (e.g. productions, workshops, engagements, programs, etc.) and require any contractors, successors, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
   i. **Section 504 of the Rehabilitation Act of 1973, as amended,** ( ), provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activities supported by Federal funds.
   ii. **Section 504 Self-Evaluation and Additional Resources**
      a. A Section 504 self-evaluation must be on file at the organization. It assists in evaluating programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements; the Civil Rights Office has provided a "Section 504 Self-Evaluation Workbook" found at https://www.ada.gov/resources/civil-rights-office/section-504-self-evaluation-workbook.
      b. A staff member should be designated as the 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three years from the date a Final Report is filed and made available to the public and Arts Midwest upon request.
      c. Additional resources can also be found at https://www.artsmidwest.org/resources/access-guide/.
   iii. **Americans with Disabilities Act of 1990, as amended,** ( ), prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
   iv. **Title VI of the Civil Rights Act of 1964, as amended,** (et seq.), provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds. Title VI extends protection to persons with limited English proficiency.
   v. **Executive order 13166, Improving Access to Services for Persons with Limited English Proficiency,** national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, an organization must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Your organization is encouraged to consider the need for language services for LEP persons in conducting your program and activities. For assistance and information go to http://arts.gov/foa/reading-roundup-limited-english-proficiency-policy-guidance
   vi. **Title IX of the Education Amendments of 1972, as amended,** (et seq.), provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity supported by Federal funds.
   vii. **Age Discrimination Act of 1975, as amended,** (et seq.), provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance
3. **Environmental and Preservation Policies**

- **National Environmental Policy Act of 1969, as amended,** applies to any project supported by Federal funds that would support an activity that may have environmental implications. (42 U.S.C. Section 4332)
- **National Historic Preservation Act of 1966, as amended,** (16 U.S.C. 470), applies to any Federal funds that would support the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties.

4. **Debarment and Suspension** The organization must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254. The organization certifies that it is not delinquent in the repayment of any Federal debt. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:
   i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
   ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
   iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
5. **Federal Debt Status** (OMB Circular A-129) in which the organization certifies that it is not delinquent in the repayment of any federal debt. Examples of relevant debt includes delinquent payroll or other taxes, audit disallowances, and benefit overpayments.
6. **Lobbying** The organization may not conduct political lobbying, as defined in the statutes and regulations listed below, within your Federally-supported project. In addition, Federal funds may not be used for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:
   i. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed, or written manner, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriation which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution to interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. (18 U.S.C. 1913)
   ii. Lobbying (45 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
   iii. Certification Regarding Lobbying to Obtain Awards (Section 319 of Public Law 101-121, codified at 31 U.S.C. 1352) prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to Arts Midwest. Disclosure of lobbying activities by long-term employees is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

We strongly advise you to review these regulations that are published at [illegible], and can be found at www.gpo.gov/fdsys.

7. **The Native American Graves Protection and Repatriation Act of 1990** ([illegible]) applies to any organization that controls or possesses Native American human remains and associated funerary objects and received Federal funds even for a purpose unrelated to the Act.
8. **U.S. Constitution Education Program** (P.L. 108-447, Division J, Sec. 111(b)) Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds are required to provide an educational program on the U.S. Constitution on September 17. For more information on how to implement this requirement and suggested resources, see http://www2.ed.gov/policy/fund/guid/constitutionday.html and http://thomas.loc.gov/teachers/constitution.html.
9. **Prohibition of use of funds to ACORN or its subsidiaries** (P.L. 111-88 Sec. 427) Federal funds shall not be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries
10. **Fly American Act** ([illegible]) The organization is required to follow the provision of this Act. Any air travel paid in whole or in part with Federal funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available. Lower cost, convenience, or traveler preferences are not acceptable reasons for using a foreign air carrier. Foreign travel is defined as any travel outside of Canada, Mexico, and the United States, and its territories and possessions.
11. **Regulations Relating to Labor** ([illegible]) concerning all professional performers and personnel employed on a project that are financed in part or in whole with Federal funds must comply with these regulations.
12. **Cost Principles.** The allowability of costs for projects supported by Federal funds shall be in accordance with the [illegible].
    The following are unallowable costs based on NEA legislation and policy and take precedence over the Uniform Guidance.
    i. Cash reserves and endowments
    ii. Construction, purchase, or renovation costs of facilities or land. However, costs associated with predevelopment, design fees, and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.
    iii. Costs to bring a project into compliance with Federal award requirements.
    iv. Foreign nationals and artists compensation, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
    v. Visa costs that are paid the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406), however, the cost of preparing material (legal documentation, etc.) for submission is allowable.
13. **Cost Sharing or Match Requirements** (20 U.S.C. 954(e) and [illegible]) Federal funds cannot exceed 50% of the total expenditures of the project (i.e., funds must be matched one-to-one, or "dollar for dollar") unless otherwise stated in the Grant Agreement. This required cost sharing, or match, refers to the portion of project costs not paid by Federal funds and may include your organization's general funds, donations, non-Federal grants, and other revenue.
    Other Federal funds are not eligible to meet your cost share or matching requirement. This includes Federal funds that have been sub-granted or dispersed to your organization from a State Arts Agency or other organization. Please consult with the State Arts Agency or other organization to determine if any portion of their award to your organization includes funds from a Federal agency.
14. **Indirect (Facilities & Administration) Costs** ([illegible]) Award recipients may claim indirect costs based on a current and appropriate indirect cost rate agreement negotiated with a Federal agency (research rates do not apply) or a charge a de minimis rate of 10% on modified total direct costs (2 CFR 200.414 (f)). The organization cannot claim both overhead or administrative costs and indirect costs.
15. **Standards for Documentation of Personnel Expenses** ([illegible]) Any salaries and wages included in the project's budget must be based on records that accurately reflect the work performed.

The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the use of Federal funds and as the cost share or matching requirements.

16. **Record Retention and Access** (2 CFR 200.333) Records of the project supported by Federal funds, including financial and supporting documents, must be retained for a period of three years after the date of the final report. Award recipients must permit Arts Midwest and its auditor access to recipient's records and financial statements, as necessary, to ensure the compliance with Federal award requirements.
17. **Working conditions** Any project supported by Federal funds will not be performed or engaged in working conditions which are unsanitary, hazardous, or dangerous to the health and safety of those involved.
18. **Audit requirements** (2 CFR 200.501) The threshold for requiring a Single Audit or Program-Specific Audit is $750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. The percentage of costs related to an award supported by the program that would be included in this audit may be allowable. GRANTEE certifies that, if GRANTEE expends $750,000 or more in yearly expenditures of Federal awards during a fiscal year, it shall have an audit performed in accordance with the Office of Management and Budget Uniform Guidance. Grantee will also take prompt corrective action on any audit findings and will send Arts Midwest proof of implementation of such corrective action plans.

MORE INFORMATION

- Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal awards (Uniform Guidance of Federal Awards: 2 CFR)
- National Endowment for the Arts Office of Civil Rights

Failure to comply with these requirements may result in suspension or termination of the grant award. In addition, the United States has the right to seek judicial enforcement of these obligations

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Attachment B: Media Consent and Guidelines

Pictures and videos are worth a thousand words when it comes to describing the beauty, impact, and response to the projects and activities presented for this project. Furthermore, still and moving images reinforce all efforts to bring more resources not only to the projects and activities, but also to Arts Midwest's programs.

COPYRIGHT

All photographs and digital media submitted to Arts Midwest presumes an assurance that **GRANTEE** owns the copyright for said material. Furthermore, upon submission it is understood that Arts Midwest and the National Endowment for the Arts are permitted to use the images in its reports and publications, as well as in its meeting and web presentations. Arts Midwest and the National Endowment for the Arts will credit the images accordingly.

GRANTEE may arrange to copyright any materials developed from the work undertaken during the period of support without prior approval from Arts Midwest. For procedural information, contact: U.S. Copyright Office, Library of Congress, [illegible].

Unless otherwise specified in the award, Arts Midwest and the National Endowment for the Arts are not entitled to receive royalties from work supported or made possible by a grant or cooperative agreement; however, Arts Midwest and the National Endowment for the Arts retain a royalty-free right to use such work for Arts Midwest and the National Endowment for the Arts purposes (e.g., the use of final report final products to document the results of Arts Midwest and the National Endowment for the Arts award programs), including placement on the Arts Midwest and the National Endowment for the Arts websites.

Arts Midwest and the National Endowment for the Arts strongly recommend that any publication resulting from an award be cataloged by the Cataloging in Publication Program of the Library of Congress before final printing. This method of cataloging enables libraries to acquire and process books quickly. Publishers ineligible for this program may be eligible for the Library's Preassigned Card Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, contact: Library of Congress, [illegible].

FORMAT

Arts Midwest accepts website links to photographs and/or digital media of **GRANTEE**'s activities and projects. We urge you to create space on **GRANTEE**'s website for said images in order to leverage these efforts as marketing and promotional tools. However, Arts Midwest recognizes this may not be an option for a number

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of reasons so the use of commonly accessed, user-friendly, internet interfaces such as YouTube, Vimeo, or Flickr links are reliable and relatively inexpensive alternatives. **GRANTEE** must maintain these links for the duration of the period of support and include website addresses/links in the final report.

CAPTIONS

Arts Midwest suggests the following caption information be noted in conjunction with photographs and digital media: Grantee name, city, state, date, title of activity or project, description of activity or project, name(s) of who is in the photograph or video, and the name of the photographer or videographer.

TIPS

- Be sure to confirm with the artist/ensemble beforehand that the taking of photographs and video are allowed. They may have a preference regarding when or where or what type of photographs are shot. They may also request a limit on the duration of filming or ask for approval of the end product prior to being uploaded to the internet. Such details are often noted in the artist/ensemble contract.
- If children are included in the picture, obtain or confirm consent from the parent and/or legal guardian to use the child's image.
- The most interesting photos are those in which the artist has direct interaction with their audience and/or students. Close-up shots of actively engaged people are highly recommended for more effective promotional and marketing purposes.

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Attachment C: Changes or cancellation requirements

Grantees are required to carry out a project consistent with the project approved for funding.

Any significant changes to the project's activities, timeline, budget or personnel must be approved no less than 30 days in advance of the first public activity. Please contact Arts Midwest staff for more information.

Notification should include:

- The Case number assigned by Arts Midwest;
- The specific change(s) requested (for types of amendments, see below);
- Justification for the change(s);
- A revised project budget, if applicable;
- Grantee contact information, including a phone number, fax number and e-mail address; and
- The signature of a current authorizing official.

Arts Midwest reserves the right to request additional information including, but not limited to an update on specific project activities or an itemized list of actual expenditures to date.

Amendment requests are considered on a case-by-case basis; approval is not guaranteed. Until written approval is received from Arts Midwest, grantees may only incur costs consistent with the terms and conditions of the award in effect at the time of application. Requests submitted after the fact will not be approved.

Period of Support Extensions (Time Amendments)

All project activities and the commitment of project funds must take place within the period of support set out in the award document. As soon as a grantee becomes aware that the project cannot be completed on schedule, the grantee must request a time amendment. Requests submitted after the current end date of the awarded project will not be approved.

Liquidation of Obligations

The grantee is also responsible for ensuring that all obligations incurred under an award are liquidated (paid) within 30 days of the end of the period of support to coincide with the submission of the final report. If all obligations cannot be liquidated within the 30 days, a time amendment must be requested.

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Changes in Project Scope

Project activities must be consistent (i.e., in the same spirit) with those approved for funding by Arts Midwest. Contact Arts Midwest immediately if changes are necessary.

Change in Artists

If changes in artists or arts organizations identified in the application or proposal are necessary, the grantee must request an amendment. The amendment must include a short biography or description of the new artists or arts organizations involved. Requests submitted after the fact will not be approved. Prior approval is waived for changes in other key persons (e.g., executive or project directors) unless the award letter specifies otherwise.

Budget Revisions

All costs must be incurred within the period of support specified in the award document or an approved amendment is required. The budget cannot include overlapping costs (e.g., share any costs) with any other Federal award.

These minor changes in the project budget **do not** require written approval from Arts Midwest:

- transfers among direct cost line items; and/or
- elimination or addition of an allowable project cost that does not affect the scope of the award.

These significant changes in the project budget **do** require prior written approval from Arts Midwest.

- budget changes due to a change in the scope of the Arts Midwest-supported project; and/or
- adding permanent equipment, foreign travel, or indirect costs.

Matching

Arts Midwest cannot waive minimum matching requirements except under the most unusual circumstances. Such requests must be accompanied by a new budget that reflects the revised commitment to the project.

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Attachment D: Crediting Requirements

Introduction

The National Endowment for the Arts seeks to achieve unified visual branding for this national program through the proper application of the logo and crediting language.

Proper crediting is an essential part of your grant. The National Endowment for the Arts and Arts Midwest expect all participants to ensure proper crediting and visibility for the benefit of both your organization and this national program.

Please ensure your partners, contractors, marketing department, graphic designers, and other staff creating marketing materials for the NEA Big Read review, understand, and adhere to these requirements. The examples provided below are intended as an overview and not an exhaustive listing of print and digital opportunities available to your organization.

We are happy to review your print or digital materials for proper crediting prior to production. Please email them to [illegible]

Requirements

NATIONAL ENDOWMENT for the ARTS
arts.gov/neabigread
NEA BIG READ
Managed by Arts Midwest

LOGOS

Your organization is required to include the official NEA Big Read logo in all materials (print and digital) related to your activities. Do not use any other "Big Read" logo found on the internet.

NATIONAL ENDOWMENT for the ARTS
arts.gov/neabigread
NEA BIG READ
Managed by Arts Midwest

The National Endowment for the Arts has provided two variants of the NEA Big Read logo for your use. Both variants have .jpg and .eps formats.

To download the logos, visit [illegible]

Improper use of logo

- Do not crop the logo.
- Do not separate elements of the logo to reorganize format or appearance.

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- Do not rotate the logo.
- Do not distort the logo horizontally or vertically.
- Do not alter the colors without written permission from Arts Midwest.
- Do not alter the typography of the logo.

CREDIT LINE

Along with the logos, your organization must include the following credit line in 10-point font size or greater. Do not alter or abbreviate the credit line.

"NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest."

"El proyecto NEA Big Read es una iniciativa del National Endowment for the Arts (el Fondo Nacional para las Artes de Estados Unidos) en cooperación con Arts Midwest."

Please use this English or Spanish credit line to give verbal recognition of the program prior to performances.

Placement of logo and credit line

Placement may vary, however should be positioned prominently for high visibility and distinct from other visual elements or other contributors.

Include the logos and credit line in the following: All printed materials and digital communications related to your NEA Big Read activities (e.g., postcards, brochures, posters, press releases, website events calendars, social media, marketing materials, announcements, and invitations.

FUNDERS LIST

When referring to this program on a funders list, please credit it as "The National Endowment for the Arts Big Read program" and acknowledge support from the National Endowment for the Arts and Arts Midwest. The best way to credit funders is to use the credit line.

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PROGRAM NAME

You must name your program "NEA Big Read." You may append the name of your community at the end (e.g., NEA Big Read – Minneapolis). Naming your program in this manner acknowledges the award from the National Endowment for the Arts and ties your award into the larger framework of the other NEA Big Read program around the nation.

BASIC DESCRIPTION

The following paragraph represents the basic description of the program. This text may be used in all print and digital materials as space allows, including on your website.

The National Endowment for the Arts Big Read is designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book. [YOUR ORGANIZATION] is one of 60+ nonprofit organizations to receive a grant to host an NEA Big Read project.

FINAL REPORT

You will be required to submit **a minimum of two examples of your organization's crediting** as a component of the final report. Be sure to print your online crediting examples while the page(s) are still live, so you can include them.

Social Media

Many participating organizations are posting on social media platforms and sharing images, videos, and stories about their programming. In order for us to track all that is happening and to hear and share your story from your organization's perspective, we ask that you use the following hashtags: **#NEABigRead: #ArtsMidwest**. Arts Midwest maintains a Twitter account and we ask you please tag @NEABigRead. We will be happy to share your content. For more guidance in planning your media campaign, please consult the NEA's "Working with the Media Toolkit" on their website: https://www.arts.gov/grants-working-media-toolkit

Images

We encourage you to take photos of the performance(s) and community engagement activities. **This is highly recommended but not required.** We will accept a maximum of **10 top-quality JPG images** of your NEA Big Read activities. Please, no photos of food. We love to see people engaging in the events.

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PERMISSION AND USAGE

Before submitting your images, it is important to obtain permissions, licenses, and copyrights for these images. Your organization gives Arts Midwest permission to use the images for educational and promotional purposes, in print, and on websites. Review the Image Permission and Usage spreadsheet available online in the Online Community and in the final report. If you submit images, you will be asked to upload this spreadsheet as part of your final report.

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between ARTS MIDWEST (ARTS MIDWEST) and the CITY OF SANTA FE (GRANTEE).

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by GRANTEE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. GRANTEE and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Signature Lines required:

CITY OF SANTA FE:

John Blair
John Blair (Jun 13, 2022 08:53 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Jun 13, 2022

ARTS MIDWEST:

Dir. of Comm. Support

NAME & TITLE

DATE: 5-20-22

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK X/V
XIV

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (May 23, 2022 08:13 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Alexis Lotero
Alexis Lotero (Jun 6, 2022 09:04 MDT)

FINANCE DIRECTOR