



3033 Excelsior Boulevard #380
Minneapolis, Minnesota 55416
612.341.0755

2025-06-23

330 N Coast Hwy
Oceanside, CA 92054

Re: Grant Award

Dear City of Oceanside - Oceanside Public Library:

We are pleased to inform you that City of Oceanside - Oceanside Public Library ("Grantee") has been selected as the recipient of a grant ("Grant") from Arts Midwest, which is a subaward that wholly comprises federal funds originating from a federal grant received by Arts Midwest from the National Endowment for the Arts ("NEA"), as further detailed in this letter and its attachments. Please carefully read this letter and its attachments, which together describe the terms of the Grant. To accept the Grant, your authorized official will sign where indicated at the end of this letter via DocuSign.

Grantee	City of Oceanside - Oceanside Public Library
Mailing address for payments	330 N Coast Hwy Oceanside, CA 92054
UEI number*	Q7GAM2JK79C1
Grantee name for publicity purposes	Oceanside Public Library
Funded project	National Endowment for the Arts Big Read
Grant amount	\$20,000.00
Amount of Federal Funds Obligated in Subawards to Grantee from Arts Midwest	\$20,000.00
Total Active Federal Funds Obligated in Subawards to Grantee from Arts Midwest	\$20,000.00
Grant number	2025-6130 NEA Big Read
Grant Award Date	2025-06-23
Period of Grant Support	September 1, 2025 - June 30, 2026
Report Due Dates	Your Activity Listing Report is due thirty (30) days prior to your first Grant-related activity within the Period of Grant Support. Your Final Report is due no later than thirty (30) days following your final programming date within the Period of Grant Support.



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Record Retention Requirement	Keep all records related to this grant through April 30, 2030.
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*The UEI number is the number we have on file for you. If this number is incorrect, please notify Arts Midwest immediately via email at grants@artsmidwest.org. A UEI is free to create and maintain at SAM.gov. Disregard emails you may receive from other parties demanding fees.

Federally Funded Grant

This Grant is a subaward made under the terms of the National Endowment for the Arts Big Read ("Program"), and the Grant wholly comprises federal funds. The NEA National Endowment for the Arts Big Read is a grant program of the NEA, offered in partnership with Arts Midwest. The Program is designed to broaden our understanding of ourselves and our neighbors through the power of a shared reading experience.

Arts Midwest is a "pass-through entity" for this federally funded Program. That means that the NEA made an award of federal funds to Arts Midwest, and Arts Midwest in turn is using some of those federal funds to make the Grant to Grantee. Attachment A contains additional information regarding the award to Arts Midwest and the subaward to Grantee.

Arts Midwest will serve as your contact for questions regarding the Program and the Grant. Arts Midwest can be reached at grants@artsmidwest.org.

Funded Project

References in this letter to the Funded Project or the Funded Project "as approved," or to "approved" components of the Funded Project mean the project or project components (including the activities, artists, arts organizations, timeline, and budget) as described in the Grant application or proposal on the basis of which the Grant was awarded, as such description is subsequently amended with the prior written approval of Arts Midwest (which may require the prior approval of the NEA).

Disbursement

Arts Midwest will disburse the Grant in installments upon Grantee's request submitted through the Payment Drawdown Request function in the Arts Midwest SmartSimple system, provided that ten percent (10%) of the Grant Amount will be reserved for disbursement following receipt of Grantee's final report (see Other Grant Terms below) and verification by Arts Midwest that all applicable administrative actions and required work related to the Funded Project have been completed in an acceptable manner and in accordance with this letter and its attachments. Disbursement requests will require Grantee to make a certification in accordance with federal law.

Disbursements will be made by check issued to Grantee unless Grantee makes arrangements to be paid via ACH electronic transfer. For ACH payment, Grantee must provide Arts Midwest with the email address of an individual who manages Grantee's finances, and we will work with them to set up an account in our financial system. All Grant disbursements are contingent upon receipt by Arts Midwest of sufficient federal funds from the NEA.

Other Grant Terms



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By accepting the Grant, Grantee agrees to the following:

1. **Grant eligibility.** Grantee is a duly constituted, registered, and qualified 501(c)(3) tax-exempt nonprofit organization as designated by the U.S. Internal Revenue Service or is an entity of state, local, or federally recognized tribal government, and Grantee has obtained a UEI. Grantee is not affiliated with Arts Midwest in any way other than the award of the Grant. If Grantee's tax exemption is challenged or revoked, or Grantee undergoes a significant organizational change, or Grantee becomes aware of any affiliation between Grantee and Arts Midwest, Grantee will promptly notify Arts Midwest.
2. **Matching Funds.** The Grant will be matched on a one-to-one basis with nonfederal funds. "Matching Funds" refers to the portion of the Funded Project's expenses not paid for by the Grant. Matching Funds may include revenues from Grantee's own funds, donations, other non-federal grants, or in-kind contributions. In order to receive disbursement of the entire Grant, Grantee's total expenses as shown in the approved Funded Project budget included in Grantee's final report must be at least double the Grant Amount. There can be no overlapping expenses between the Grant and a grant received directly from the NEA.
3. **Grant Management.** Grantee will maintain an active UEI at all times throughout the Period of Grant Support and will manage the Grant in accordance with this letter and its attachments. If Grantee does not do so, it may affect the Grant, and future support from Arts Midwest may not be available to Grantee. Arts Midwest may provide Grantee with further grant management guidance via email. However, Grantee remains solely responsible for managing the Grant in accordance with these terms.
4. **Federal Compliance.** Because this is a federally funded Grant, Grantee must comply with federal grant requirements, including all applicable federal laws and regulations and the NEA's applicable grant terms and conditions. Grantee will comply with these requirements, which are outlined in more detail in Attachment B to this letter. Failure to comply with applicable requirements may result in additional conditions, termination, or other legally available remedies. To ensure compliance with these federal requirements, Grantee will:
 - a. Submit financial reports to Arts Midwest. Payment drawdowns request a brief budget of what expenses the drawdown will cover and a final report will ask for the full budget of actual expenses. Both are necessary to determine allowability of federal and matching funds.
 - b. Make all certifications required by 2 CFR § 200.415.
 - c. Retain all Grant records for three years from 4/30/2027 or, as applicable, such later period as permitted or requested by 2 CFR § 200.334(a)-(f).
 - d. Permit Arts Midwest and its auditors to access Grantee's records and financial statements as necessary for Arts Midwest to fulfill its monitoring requirements and ensure compliance with the requirements of the federal award to Arts Midwest;
 - e. If Grantee expends \$1,000,000 or more in yearly expenditures of federal awards during a fiscal year, have an audit performed in accordance with the Office of Management and Budget Uniform Guidance, and take prompt corrective action on any audit findings and will send Arts Midwest proof of implementation of such corrective action plans; and
 - f. Upon request by Arts Midwest, provide Arts Midwest with an assurance of compliance certification, in a form provided by Arts Midwest, verifying Grantee's compliance with all applicable federal requirements. Arts Midwest may delay disbursement of Grant funds pending receipt of Grantee's assurance of compliance certification.
5. **Use of Grant Funds; Program Requirements.**
 - a. The Grant funds will be used solely for expenses incurred as part of the Funded Project during the



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Period of Grant Support. Grantee is expected to use all the Grant funds for the Funded Project, and Grant funds may not be returned to Arts Midwest without written instruction from Arts Midwest.

- b. Each disbursement of Grant funds will be deposited, allocated, or expended by Grantee within thirty (30) days of receipt.
- c. All expenses incurred by Grantee under the Grant will be paid within thirty (30) days of the end of the programming dates for the Funded Project within the Period of Grant Support, to coincide with the submission of Grantee's final report.
- d. In accordance with the Program guidelines, the Funded Project will include the following elements, the permissible costs of which may be paid with Grant funds:
 - i. A public kick-off event to launch the program;
 - ii. A minimum of three (3) discussions on the selected book featuring separate audiences for each discussion;
 - iii. At least one presentation inspired by the content and/or themes of the NEA Big Read title. A visit by the author of your NEA Big Read book selection is not required.
 - iv. At least one artistic project or activity that engages the community and/or respond creatively to the theme OUR NATURE and, if applicable, your chosen book (e.g., art exhibitions, theatrical performance, concert, etc.).
 - v. At least three (3) creative writing workshops;
 - vi. At least one (1) activity that allows community voices to be shared publically;
 - vii. At least one (1) activity celebrating the 250th anniversary of the signing of the Declaration of Independence;
 - viii. Partnership with a library (if Grantee itself is not a library).
- e. In accordance with the Program guidelines, the Grant funds may be used for other eligible expenses incurred as part of the Funded Project, including:
 - i. Production fees, staff salaries, technology to host virtual activities, facility rental, equipment purchases for supporting artistic engagements (\$10,000 or less), consultant fees, professional development for hosting socially distanced or virtual engagements, accessibility accommodations for individuals with disabilities, market research costs, or promotional plans; and
 - ii. Indirect costs, allowable at Grantee's federally negotiated rate, if Grantee has a federally negotiated rate, or the de minimis rate of fifteen percent (15%).
- f. In accordance with federal requirements, the Grant funds may not be used for: alcohol, bad debts or collection costs, lobbying, capital improvements or construction costs, fundraising, hospitality, home office workspace, meals, concessions, subgranting or regranting, gifts for participants, or costs incurred prior to the Award Date.

6. **Funded Project Undertakings; Changes.** Grantee will carry out the Funded Project as approved. If Grantee proposes to make any changes to Funded Project activities, focus of content, significant changes in targeted participants, changes in the breadth or impact of the Funded Project, artists (other than non-headlining festival performers), arts organizations or other key partners, budget, location if it impacts historic buildings or sites, or timeline (including programming start and end dates), Grantee will follow the change request process below. Approval of change requests is not guaranteed. Until written approval of a change request is provided to Grantee by Arts Midwest, Grantee may incur only the costs consistent with the original description of the Funded Project. Change requests submitted after the fact will not be considered or approved. If Grantee makes a change for which a change request is required, without obtaining the prior written approval of Arts Midwest, it could result in changes to or revocation of the Grant or a requirement to return or repay previously disbursed Grant funds. If the Funded Project cannot be



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completed as approved because changed circumstances make the Funded Project impracticable, Grantee will promptly contact Arts Midwest to discuss potential options.

- a. **Changes Before Public Activities Commence.** Significant proposed changes to Funded Project activities, focus of content, targeted participants, breadth or impact, artists, arts organizations, key partners, location, budget, or timeline as described above, and all proposed budget reductions that would result in the Grant funds covering more than fifty percent (50%) of the Funded Project costs, that arise prior to the commencement of public activities related to the Funded Project will be submitted to Arts Midwest for consideration no fewer than thirty (30) days prior to the first public activity related to the Funded Project.
 - b. **Programming Date Amendment.** If at any time prior to completion of the Funded Project, Grantee proposes to change the approved programming start or end date or becomes aware that the Funded Project cannot be completed in accordance with the approved programming timeline, Grantee will promptly request a Programming Date Amendment.
 - c. **Award Expenditures Amendment.** If for any reason all Grant funds will not be expended within thirty (30) days of the approved programming end date for the Funded Project, Grantee will promptly request an Award Expenditures Amendment.
 - d. **Changes in Activities Amendment.** If at any time prior to completion of the Funded Project, Grantee becomes aware of necessary changes in Funded Project artists, artists (other than festival artists), arts organizations, other key partners, targeted audiences, focus of content, breadth or impact, location that may impact historic buildings or sites, or activities, Grantee will promptly request a Change in Activities Amendment. Unless another provision of this letter specifies otherwise, approval is not required for changes in key organizational or project personnel other than artists (such as executive or project directors).
 - e. **Budget Amendment.** If at any time prior to completion of the Funded Project, Grantee proposes significant changes in the Funded Project budget, including (but not limited to) any reduction to the Funded Project budget that would result in the Grant funds covering more than fifty percent (50%) of the Funded Project costs, Grantee will promptly request a Budget Amendment. For illustration, significant changes subject to prior written approval of Arts Midwest include changes resulting from a change in Funded Project scope that would prevent Grantee from completing a significant majority of the activities described in the Grant application, or from the proposed addition of or decision not to expend budgeted funds on permanent equipment, foreign travel, or indirect costs. For illustration, minor changes that are not subject to prior written approval of Arts Midwest include transfers among direct cost line items, and adjustments to allowable project costs that do not affect the Funded Project scope. Budget reductions may result in a reduced Grant Amount. In the event of a reduction in the Grant Amount, Grantee will promptly return to Arts Midwest any disbursed Grant funds in excess of the revised Grant Amount.
 - f. **Content to Change Requests.** Change requests will include the Grant Number, the specific change(s) requested and the rationale for the change(s), a revised budget if applicable, Grantee contact information including phone and email, and the signature of an authorized Grantee representative. More information may be required by Arts Midwest or the NEA.
7. **Nondiscrimination.** Participation in all activities funded by the Grant and associated with the Funded Project will be open to any person and will be without regard to race, color, national origin, disability, sex, age, religion, or other protected class.
 8. **Reports.** Grant reports help Arts Midwest demonstrate the impact of your Funded Project, our grant programs, and the advancement of our mission. Arts Midwest may share reports with the NEA, other funders, and other stakeholders, including through (but not limited to) publication on our website. Access



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the appropriate report forms on our grants portal home page (<https://artsmidwest.us-1.smartsimple.com/>) under the "Reporting" section in the Drafts tile.

- a. **Activity Listing Report.** Grantee will timely submit an Activity Listing Report to Arts Midwest at least thirty (30) days prior to Grantee's first activity under the Grant within the Period of Grant Support. This report will provide Arts Midwest with details of Grant-related activities that enable confirmation that the Funded Project is proceeding as approved.
- b. **Final Report.** Grantee will timely submit a Final Report to Arts Midwest within thirty (30) days following the last programming date within the approved Period of Grant Support. This report will include activity statistics, narrative questions, the final budget, the final list of engagements (with full descriptions and final attendance figures), examples of crediting, and (optionally) images. Without a final report, Arts Midwest will not be able to disburse the final Grant installment.
9. **Publication of Grant Information.** Arts Midwest and the NEA may include Grantee's name and information about the Grant with other publicly available information about Arts Midwest or NEA grants.
10. **Funding Acknowledgement and Removal.** In accordance with NEA Program requirements, Grantee is expected to acknowledge the role of the NEA as a Grant funder in all Funded Project activities and promotional materials, including (without limitation) in season brochures (if printed after the Grant Award Date), posters, marketing materials, website, announcements, invitations, and the like ("Credit Materials"). Arts Midwest also appreciates recognition of our Grant support. Additionally, Arts Midwest seeks to publicly affirm the advancement of our mission and the art produced with our support, and we may have opportunities to showcase your work in grant presentations, in the Arts Midwest Annual Report, internally within Arts Midwest, on social media, and in other appropriate forums. Consistent with the Program requirements, the following guidelines apply to all acknowledgment of the NEA and Arts Midwest:
 - a. NEA crediting language should specify the Funded Project, when relevant.
 - b. Grantee will include the following credit line in 10-point font size or greater, in English or Spanish, in all Credit Materials: *This project was supported in part by the National Endowment for the Arts. We encourage you to include "To find out more about how National Endowment for the Arts grants impact individuals and communities, visit www.arts.gov."* We also encourage you to acknowledge Arts Midwest as a project supporter.
 - c. Grantee will ensure the following credit line is read aloud in advance of all Funded Project activities and is included as voiceover language in any radio or television broadcast: *This project is supported in part by the National Endowment for the Arts. On the web at [arts dot gov](http://arts.gov).* For television broadcast, Grantee must display the NEA logo and the www.arts.gov web address (URL). We also encourage you to acknowledge Arts Midwest as a project supporter.
 - d. Grantee is strongly encouraged to include both the NEA and Arts Midwest logos in all Credit Materials that do not require use of the logo.
 - e. Grantee's use of the NEA and Arts Midwest names and logos will be in accordance with Arts Midwest and NEA name and logo guidelines, which are included in the Arts Midwest Media and Intellectual Property Guidelines for Federally Funded Grants attached to this letter as Attachment C. We recommend placing the NEA, Arts Midwest, and other funders' logos in an order that corresponds to the funding amount. To download the logos, visit <https://artsmidwest.org/get-support/nea-big-read/> and navigate to the Tools for Applicants and Grantees section.
 - f. When referring to the Program on a list of funders for the Funded Project, please acknowledge the Program as: National Endowment for the Arts Big Read.
 - g. When using social media to indicate NEA support of your project, use the following language: This project is supported in part by the National Endowment for the Arts. We also encourage you to



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acknowledge project support by Arts Midwest. If social media character requirements prevent the spelling out of these full names, you may instead use @artsmidwest and @NEAarts.

- h. Grantee will remove all NEA acknowledgments and NEA logos from websites and printed materials at the completion of the Period of Grant Support.

The final report is expected to include at least one example of Grantee's Credit Materials, so be sure to print any online Credit Materials while the pages are still live.

11. **License.** In accordance with Program requirements established by the NEA, the NEA will retain a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use work, as well as data, produced under a federal award for federal government purposes. The NEA also has the right to authorize others to do the same.
12. **Media and Intellectual Property Guidelines.** Arts Midwest enjoys seeing the use of our grants in action and would appreciate any photos, videos, or other digital images Grantee wishes to share related to the Funded Project. Additionally, Arts Midwest may have opportunities to showcase Grantee's work in grant presentations, in the Arts Midwest Annual Report, internally within Arts Midwest, on social media, and in other appropriate forums. We encourage Grantee to review our Media and Intellectual Property Guidelines, attached to this letter as **Attachment C**, and to make submissions in accordance with the guidelines.
13. **Termination; Repayment.** Arts Midwest may terminate the Grant, and Grantee will repay to Arts Midwest any portion of the Grant, as determined by Arts Midwest, if in the reasonable judgment of Arts Midwest such repayment: (a) is warranted because of Grantee's failure to comply with the terms of this letter, (b) is needed to comply with requirements of law or regulation, or the terms and conditions of the federal award, or (c) is needed to avoid (i) conflicts with Arts Midwest's organizational mission, values, or charitable purposes, (ii) reputational harm to Arts Midwest, or (iii) jeopardy to the tax-exempt status of Arts Midwest.

Attachment A

Federal Award and Subaward Additional Information

The following additional information about the federal award and subaward is provided to comply with federal requirements. For purposes of federal requirements, Arts Midwest is referred to as the "recipient" or "pass-through entity," Grantee is referred to as the "subrecipient," the Grant is referred to as the "subaward," and the federal funds received by Arts Midwest that enabled it to make the subaward are referred to as the "award."

Federal awarding agency	National Endowment for the Arts
Assistance Listings title and number	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Subrecipient's name	City of Oceanside - Oceanside Public Library
Subrecipient's UEI	Q7GAM2JK79C1
Federal Award Identification Number (FAIN)	1933221-52-C-24
Federal award date	August 20, 2024



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Federal award description	To support the planning and implementation of the National Endowment for the Arts Big Read program nationwide.
Subaward period of performance (start and end date)	September 1, 2025 – June 30, 2026
Subaward period of performance (start and end date)	September 1, 2025 – June 30, 2026
Total amount of the federal award committed to the subrecipient by the pass-through entity	\$20,000.00
Pass-through entity and contact information	Arts Midwest, Joshua Feist, grants officer, joshua@artsmidwest.org, 612.238.8054
Indirect cost rate for the federal award	15%
Does this grant support Research & Development activities?	No

Attachment B

National Policy and Other Legal Requirements, Statutes, and Regulations that Govern the Grant

Statutory Policy Requirements (2 CFR § 200.300). If you accept the Grant, you must ensure that you expend the Grant funds and implement the Funded Project in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to, those protecting free speech, religious liberty, public welfare, and the environment, and those prohibiting discrimination, including those in general appropriations provisions.

NEA General Terms and Conditions. The NEA's general terms and conditions (GTC) that apply to the Grant include the provisions of Title 2 of the Code of Federal Regulations (2 CFR) in effect as of November 12, 2020, that apply to subrecipients, including those in Subtitle A-Office of Management and Budget Guidance for Grants and Agreements and Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, or Part 200), as amended. The GTCs are also based on the Arts Endowment's legislation and established policies, along with other federal statutes, regulations, executive orders, and all applicable laws that apply to subawards.

Required Registrations [and Financial Assistance General Certifications and Representations] (2 CFR § 200.209 and 2 CFR § 200.415)). You are required to have a UEI (Unique Entity Identifier) with SAM.gov that reflects Grantee's legal name and current physical address. This is a free ID to obtain at the System for Award Management (SAM.gov). [As a registrant with SAM.gov, in most cases, you have already self-certified to your compliance with the applicable national policies and legal requirements through the *Financial Assistance General Certifications and Representations*, including attesting to the accuracy of the certification and acknowledging that you may be subjected to criminal prosecution under Section 1001,



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Title 18 U.S.C., or civil liability under the False Claims Act if you have misrepresented the information. A copy of this Financial Assistance Certifications Report is available in your SAM.gov entity registration record.]

1. Nondiscrimination Policies: As a condition of receipt of Federal financial assistance, Grantee 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:

Title VI of the Civil Rights Act of 1964, as amended, and implemented by the National Endowment for the Arts at 45 CFR 1110, 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 receiving federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 U.S.C. 2000d et seq.).

As clarified by **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, you 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. You are encouraged to consider the need for language services for LEP persons in conducting your programs and activities. For assistance and information go to www.arts.gov/about/foia/library.

Title IX of the Education Amendments of 1972, as amended, 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 receiving federal financial assistance (20 U.S.C 1681 et seq.).

The Age Discrimination Act of 1975, as amended, 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 (42 U.S.C 6101 et seq.).

The Americans with Disabilities Act of 1990 (ADA), 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) (42 U.S.C 12101-12213).

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 their disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance (29 U.S.C 794).

Access should be integrated into all facets and activities of an organization, from day-to-day operations to long range goals and objectives. Access accommodations and services should be given a high priority, and funds should be available for these services. All organizations are legally required to provide reasonable and necessary accommodations for staff and visitors with disabilities.



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You should designate a staff member to serve as a 504 Coordinator and a Section 504 self-evaluation **must** be on file at your organization. To help your organization evaluate its programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements, the NEA's Office of Civil Rights has a *Section 504 Self Evaluation Workbook* available on the www.arts.gov website. The completed Section 504 self-evaluation workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date that Arts Midwest's final Federal Financial Report (FFR) is filed, and the workbook or the similar compliance and supporting documentation must be made available to the public, and the NEA upon request. The NEA may request the 504 workbook or your compliance documents in various instances including an Inspector General audit and/or civil rights investigation.

Design for Accessibility: A Cultural Administrator's Handbook provides guidance on making access an integral part of an organization's staffing, mission, budget, and programs. You may download this handbook and other resources from the NEA website at www.arts.gov. If you have questions, contact the Office of Accessibility at accessibility@arts.gov or (202) 682-5532.

Additional resources can also be found at <https://artsmidwest.org/explore-resources/accessibility-center/>.

2. Environmental and Historic Preservation Policies

The National Environmental Policy Act of 1969, as amended (NEPA), applies to any federal funds that would support an activity that may have environmental implications. The NEA (or Arts Midwest) may ask you to respond to specific questions or provide additional information in accordance with NEPA. If there are environmental implications, the NEA will determine whether a categorical exclusion may apply; to undertake an environmental assessment; or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 U.S.C. Sec. 4332.

The National Historic Preservation Act of 1966, as amended (NHPA), applies to any federal funds that support activities that have the potential to impact any structure eligible for or on the National Register of Historic Places, adjacent to a structure that is eligible for or on the National Register of Historic Places, or located in a historic district, in accordance with Section 106. This also applies to planning activities that may affect historic properties or districts. The NEA (or Arts Midwest) will conduct a review of your project activities, as appropriate, to determine the impact of your project activities on the structure or any affected properties. NEA review must be completed prior to any award funds being released. You may be asked to provide additional information on your project to ensure compliance with NHPA at any time during your award's period of performance (16 U.S.C. 470).

3. Other National Policies

Debarment and suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the NEA in 2 CFR 32.3254. There are circumstances under which the NEA (or Arts Midwest) may receive information concerning your fitness to carry out a project and administer federal funds, such as:

- Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or



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making false statements.

- Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.
- Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, Arts Midwest or the NEA may need to act quickly to protect the interest of the government by suspending your funding while investigating the specific facts. The NEA's suspension actions may be coordinated with other federal agencies that have an interest in the NEA's findings. A suspension may result in your debarment from receiving federal funding government-wide for up to three (3) years.

Lobbying. You must not conduct political lobbying, as defined in the statutes and regulations listed below, within your NEA-supported project. In addition, you must not use federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:

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 matter, 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 departments or agencies from communicating to any such Member or official, at their request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations 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 or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities (18 U.S.C 1913).

Lobbying (2 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.

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 the awarding federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.



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Davis-Bacon and Related Acts (DBRA), as amended, requires that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works (these activities include, but are not limited to, painting, decorating, altering, remodeling, installing pieces fabricated off-site, and furnishing supplies or equipment for a work-site) must contain a clause setting forth the minimum wages to be paid to laborers and mechanics employed under the contract. Under the provisions of DBRA, contractors or their subcontractors must pay workers who qualify under DBRA no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

You can find information about the laborers and projects that fall under DBRA on the U.S Department of Labor's website at www.dol.gov. DBRA wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5, and with DOL's Compliance Guide. The provisions of DBRA apply within the 50 states, territories, protectorates, and Native American nations (if the labor is completed by non-tribal laborers).

The Native American Graves Protection and Repatriation Act of 1990 applies to any organization that controls or possesses Native American human remains and associated funerary objects and receives Federal funding, even for a purpose unrelated to this Act (25 U.S.C. 3001 et seq.).

U.S. Constitution Education Program. Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving federal funds from any agency are required to provide an educational program on the U.S. Constitution on September 17 (P.L. 108-447, Division J, Sec. 111(b)). For more information, go to the U.S. Department of Education's website at www.ed.gov and the Library of Congress website at www.loc.gov.

Prohibition on use of funds to ACORN or its subsidiaries. No NEA funds or cost share funds expended for your NEA project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

4. Labor and Working Conditions.

Regulations relating to labor. You must give adequate assurances that all professional performers and related or supporting professional personnel employed on a project assisted by NEA funds shall not receive less than the prevailing minimum compensation, in accordance with 29 CFR Part 505.

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 the employees involved.

5. Financial Management and Internal Controls.

Financial management. In accordance with 2 CFR § 200.302, your financial management system, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the Grant, must be sufficient to allow for the preparation of reports and to track project expenditures to verify that the award funds and required cost share funds were used in accordance with the NEA's legislation, federal statutes, regulations, and the terms and conditions of the award.



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Internal controls. You must establish and maintain effective internal controls over the Grant and provide reasonable assurance that you are managing the award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. See recommended compliance guidance regarding documenting internal controls at 2 CFR § 200.303. You must take prompt action when instances of noncompliance are identified.

6. Cash Management Standards/Federal Payment. You must have written procedures to minimize the time elapsing between the receipt of Grant funds and the disbursement of the funds to avoid having excessive federal funds on hand. You must make timely payments to contractors in accordance with the contract provisions, consistent with 2 CFR § 200.305.

7. General Procurement Standards.

Documented procurement procedures. You must maintain and use documented procedures for procurement transactions under a federal subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in § 200.317 through .327, some of which are described below. Arts Midwest or the NEA may ask to review your procurement policy, plans, and other documents such as requests for proposals and independent cost estimates. Your written procedures should include procedures to ensure that contractors which whom you intend to do business are not debarred or suspended prior to the payment of federal funds (2 CFR 180 Subpart C). Your procurement contracts must contain provisions as described in Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards. In accordance with 2 CFR § 200.318(i), you must maintain records sufficient to detail the history of any procurement under your Grant.

Conflicts of interest. You must have written conflict of interest policies that ensure all employees, board members, officers, or agents engaged in the selection, award, and administration of grants or contracts, avoid conflicts as described in 2 CFR § 200.318.

Oversight of contractors. You must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See § 200.501(h) for more information.

Avoidance of unnecessary or duplicative items. Your procedures must avoid the acquisition of unnecessary or duplicative items. You should consider consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, you should conduct an analysis comparing leasing and purchasing equipment to determine the most economical approach.

Responsible contractors. You must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. You must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

Procurement records. You must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection,



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contractor selection or rejection, and the basis for the contract price.

Settlement of contractual and administrative issues. You are responsible for the settlement of all contractual and administrative issues arising out of your procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims.

Competition. You must conduct all procurement transactions under an NEA award in a manner that provides full and open competition and is consistent with the standards of § 200.319 and .320.

Procurement methods. There are three types of procurement methods:

1. Informal procurement methods for micro-purchases and simplified acquisitions,
2. Formal procurement methods through sealed bids or proposals, and
3. Noncompetitive procurement methods.

For any of these methods, you must maintain and use documented procurement procedures, consistent with the standards of § 200.317 through .320.

You can access the Federal Acquisition Regulation (FAR) at <https://www.acquisition.gov/browse/index/far> for more information and for procurement thresholds. **Note that the thresholds are subject to change, so you should use the thresholds in place at the time of your procurement action.**

Informal procurement methods. You may use informal procurement methods when the value of the procurement transaction under the Grant does not exceed the FAR's simplified acquisition threshold or a lower threshold established by your organization. You may be able to take advantage of the flexibilities found by using informal procurement methods such as those described in 2 CFR § 200.320 and the FAR at 48 CFR Part 2, subpart 2.1.

Formal procurement methods. You are required to use formal procurement methods when the value of the procurement transaction under the Grant exceeds the simplified acquisition threshold or the lower threshold established by your organization. Formal procurement methods are competitive and require public notice. Refer to § 200.320 (b) for formal procurement methods.

Noncompetitive procurement. You may only use the noncompetitive procurement method if one of the following circumstances applies:

- The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold.
- The procurement transaction can only be fulfilled by a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation.



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- You request in writing to use a noncompetitive procurement method, and Arts Midwest provides written approval (which may require NEA approval). Arts Midwest may request further information in support of any such request.
- After soliciting several sources, competition is determined inadequate.

Buy American Act (41 U.S.C. 8301-8305) and Domestic Preference for Procurement (§ 200.322). You are strongly encouraged to purchase American-made equipment in accordance with the Buy American Act. Furthermore, you should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. (§200.322(a)).

8. Cost Principles.

Allowability of costs. The allowability of costs for projects supported by federal funds shall be in accordance with the [Uniform Guidance Subpart E – Cost Principles](#), except that where the determination of cost allowability differs, the NEA guidelines and general terms and conditions applicable to the federal award will take precedence over the Uniform Guidance. The following are unallowable costs based on NEA legislation and policy that 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.
- vi. The purchase of vehicles, including but not limited to cars, vans, buses, trucks, sports utility vehicles, etc.

Cost sharing or match requirements. In accordance with 20 U.S.C. § 954(e) and 2 CFR § 200.306, 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 letter. 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 disbursed to your organization from a State Arts Agency or other



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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.

Indirect (facilities and administration) costs. In accordance with 2 CFR § 200.414, subrecipients 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 charge the rate determined in collaboration with Arts Midwest, which may be the prevailing de minimis rate on modified total direct costs that applies under the NEA general terms and conditions for the federal award. The organization cannot claim both overhead or administrative costs and indirect costs.

Travel costs. Travel costs include transportation, lodging, subsistence, and related items incurred by those individuals who are in travel status on official business attributable to work under a federal award and in accordance with your entity's written travel reimbursement policies. You may charge these costs on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in your other activities and in accordance with your established written policies.

Commercial air travel (§ 200.475(e)). Any airfare charged to the award, whether domestic or foreign, may not exceed the basic least expensive unrestricted accommodations class offered by a commercial carrier.

Fly America Act (41 CFR 301-10.131 through .143). You are required to follow the provisions of the Fly America Act (49 U.S.C. 40118). All air travel funded in whole or in part by NEA funds must use a U.S. flag air carrier or a foreign airline under an air transport agreement (codeshare agreement) with the United States when these services are available.

There are some exceptions to the Fly America Act, see 41 CFR 301-10.135 through .138. If you use a foreign airline, you must provide Arts Midwest with a certification, including a justification as to why the travel met one of the exceptions. Ticket cost, convenience, or traveler preference are not exceptions to the Fly America Act. Additional information may be requested, if necessary.

Foreign travel. Foreign travel is any travel outside the United States, its territories, and possessions. For foreign travel not originally identified and approved in a recipient's award budget, you must request prior written approval from the Office of Grants Management before travel is undertaken.

Standards for documentation of personnel expenses. In accordance with 2 CFR § 200.430(i), 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.

9. Property Standards: Use and Disposition. Property may include commissioned, purchased, or fabricated art works approved under the Grant. Unless otherwise specified, you will have title to this property, without further obligation to the federal government, provided that it will be used for similar activities. See 2 CFR §§ 200.313-315 for more information about property use and disposition.



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10. Audit Requirements. In accordance with 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 a subaward supported by the Program that would be included in this audit may be allowable.

11. Mandatory Disclosures. You must timely disclose to the NEA or Arts Midwest, in writing, any violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award, as noted in 2 CFR § 200.113 and Appendix XII to Part 200. See 2 CFR § 32.3254 for more information.

12. The Visual Artists Rights Act of 1990. This Act (Pub. L. 101-650 Title VI; 17 U.S.C. § 106A) grants certain rights to authors of works of visual art, which organizations receiving subawards will respect. You must properly attribute works of visual art to the creator of such works and prevent intentional or grossly negligent acts of destruction of visual artworks displayed at Grantee facilities.

Attachment C

Arts Midwest Media and Intellectual Property Guidelines for Federally Funded Grants

Encouragement to Document and Publicize Grant-Funded Activities

Arts Midwest encourages you to document your Grant-funded programs, projects, and events via photo, video, or other digital media, and to post these on your own website. If posting on your own website is not an option, we recommend posting to social media platforms. We ask that you maintain these links for the duration of the Period of Grant Support and include website addresses/links in your final report.

Before posting, don't forget to obtain any necessary releases and permissions and to credit the photographer or other person who captured the images. See below for more information. Arts Midwest recommends that you use the following format to caption photos and digital media: your name, city, state, date, title of activity or project, description of activity or project, name(s) of who is in the photograph, video, or other media, and the name of the photographer, videographer, or other creator.

Arts Midwest Logo use

The Arts Midwest name and logo may only be used in relation to your Funded Project. Arts Midwest retains discretion to require discontinuation of the use of our name and logo at any time. When using the Arts Midwest logo:

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

NEA Name and Logo Use



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The NEA name and logo may only be used in relation to your Funded Project. Do not advertise the NEA as a general donor to your organization or include the NEA in a list of donors not specific to the Funded Project or suggest that the NEA provides continued support to your organization following the Period of Grant Support.

When using the NEA logo, do not alter the NEA logo without written permission from the NEA's Office of Public Affairs.

Submission of Photos and Other Media to Arts Midwest

Arts Midwest encourages you to share your Grant-funded activity photos, videos, and other digital media with Arts Midwest, so long as you have obtained appropriate releases and permissions to enable us to use your submissions. See below for more information. Sharing photos, videos, and other digital media with Arts Midwest is recommended but not required.

Please submit photos, videos, or other digital media that comply with our Media and Intellectual Property Guidelines to Arts Midwest through your final report. Please, no photos or other images of food. We love to see people engaging in the events.

Releases and Permissions

Before posting or submitting to Arts Midwest any photographs, videos, or other digital media of your Grant-funded activities (collectively, "Submissions"), it is important to confirm that you have obtained all required releases and permissions to permit your organization, Arts Midwest, and the NEA to use the Submissions. When you make Submissions to us, we will ask you to certify that you have obtained all necessary releases and permissions and will make them available to Arts Midwest promptly upon request.

Unless you confirm to Arts Midwest in writing that you have obtained such permissions and that the credit information you provide us is accurate and complete, Arts Midwest will not use your photographs, videos, or other digital media for purposes except to the extent such use is considered to be fair use under applicable law. Arts Midwest understands that:

- any Submissions you submit to Arts Midwest are the original work of Grantee or an authorized copy thereof;
- Grantee owns and is the sole owner of the copyright and all other intellectual property rights in all Submissions; and
- Arts Midwest and the NEA are permitted to publish such Submissions for non-commercial research, educational, and promotional purposes, including, without limitation, in reports, publications, meetings, and presentations, in print and on websites, crediting Grantee for such Submissions.

Credit and Content Information

Arts Midwest seeks to give proper credit to the photographer or other creator of the Submissions and to provide accurate information about the Submission. When you make submissions to us, we will ask you to provide us with information such as your name, the city, state, date, title of activity or project, description of activity or project, and the name(s) of the photographer, videographer, or other creator for each Submission. Depending on the Submission, we also may request the names of any individuals whose image is shown in the Submission.



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Copyright

You may arrange to register your copyright in any original works of authorship created through the use of the Grant without prior approval from Arts Midwest or the NEA. For procedural information, contact: U.S. Copyright Office, Library of Congress, www.copyright.gov.

Arts Midwest and the NEA strongly recommend that any publication that results from the Grant 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 Control Number Program. Entering these titles in a national bibliographic database leads to greater dissemination of publications. For procedural information, visit the Library of Congress at <http://www.loc.gov/publish/cip/>.

No Royalties to Arts Midwest or the NEA

Unless otherwise specified in the Grant, Arts Midwest and the NEA are not entitled to receive royalties from work supported or made possible by the Grant.

Please do not hesitate to contact Arts Midwest with any questions. Thank you for your important work for the benefit of our communities.

Sincerely,

Arts Midwest

Acceptance:

By signing below, I certify that I am a duly authorized representative of Grantee with the authority to accept the Grant on behalf of the Grantee named above, and my signature confirms Grantee's acceptance of the Grant in accordance with its terms.



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Signatures

Signed by:

D478304056A24F0

06/30/2025

By: CJ Di Mento
Title: Library Director
City of Oceanside - Oceanside Public Library

DocuSigned by:

2057C72A39FD495

06/30/2025

By: Joshua Feist
Title: Grants Officer
Arts Midwest

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