

GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY
Regular Board Meeting, Via ZOOM
April 27, 2021 – 3:00 pm
A G E N D A

- 1. CALL TO ORDER**
 - 2. REVIEW AND APPROVAL OF MINUTES DATED MARCH 9, 2021**
 - 3. EXECUTIVE DIRECTOR’S REPORT**
 - 4. FINANCIAL REPORTS [attachments]**
 - 5. COMMITTEE REPORTS**
 - 6. OLD BUSINESS**
 - 7. NEW BUSINESS**
 - a. Grant program revision
 - i. Mervin Tamayo – Request for Extension
 - b. FY 2022 Grant Cycle
 - 8. OTHER ANNOUNCEMENTS & DISCUSSIONS**
 - a. Next Board Meeting scheduled for May 11, 2021 at 3:00 p.m.
- IX. ADJOURNMENT**

GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY

Regular Meeting of the Board of Directors

3:00 p.m. Tuesday, March 9, 2021

Via Zoom

I. CALL TO ORDER

The Guam Council on the Arts and Humanities Agency's Board meeting was called to order at 3:06 p.m. by Mr. Francis Guerrero, Chairman of the Board.

Attendance

CAHA BOARD MEMBERS

Joseph Certeza (Vice Chairman)
Dr. Judy Flores
Mayor Jessy Gogue
Rolando Zepeda
Max Ronquillo

Simone Bollinger
Donna Kloppenburg
Frank Rabon

CAHA MANAGEMENT AND STAFF

Jillette Leon-Guerrero (Executive Director)
Genevey Kloulubak (Administrative Officer)
Joey Manibusan (Program Coordinator I)

Jackie Balbas (Program Coordinator IV)
Mark Duenas (Program Coordinator I)

II. REVIEW AND APPROVAL OF MINUTES

Chairman Guerrero requested a motion to approve the February 9, 2021 meeting minutes.

On the motion:

"To move to approve the February 9, 2021 meeting minutes by Dr. Judy Flores, and seconded by Vice-Chair." Motion carried unanimously.

III. EXECUTIVE DIRECTOR'S REPORT [Attachment 2]

Chairman announced that this will be the last meeting we have with the Executive Director, Jillette Leon-Guerrero due to her resignation.

Executive Director started by informed that she sent the Executive Report to all BOD Members earlier and commented that since this is her last report, she will briefly go over what have been accomplished for almost a year as a CAHA Director. Executive Director stated that many of these incentives and projects will continue because they are all related to the Strategic Plan that was approved for 5- year

and confident that progress will continue. Executive Director expressed that she is happy that the strategic goals have all started and are expected to be met to some degree. Staff have been working hard and presently, they are doing the inventory which is really time consuming because stuff are all over the place and to include preparation for moving to our new office space and gallery. She informed that CAHA staff are working in the Library because Department of Chamorro Affairs has taken over the Angela Flores Building and indicated that working in the Library is not ideal because employees all in one room, therefore, we are still teleworking.

OPERATION AND PROGRAM

1. [Office Space and Gallery](#)

Executive Director informed that the contractors are working hard to complete the office space and gallery, hopefully by the end of March or the beginning of April. She continued to mention that the track lightings for the gallery will not be installed by the Landlord and was not indicated in the RFP meaning CAHA will have to cover the cost for installation. She added that even with lack of lightings for the gallery, employees can still move into the new office space and as for the funding of the track lighting, we are awaiting approval from NEA for additional funds to cover the cost, and the Lieutenant Governor expressed that he would find ways to assist in covering the cost if the NEA does not approve the funding because he really wants to see the gallery completed, and ask her to provide a quotation.

2. [Art Bank](#)

Executive Director indicated staff are going out to locate the Arts, which is time consuming but coming along to a completion.

3. [Poetry Out Loud](#)

Executive Director announced that the Poetry Out Loud is coming along and the judging is this month (March, 2021).

4. [Federal Grants Administration](#)

Executive Director commented that staff are working with federal grants administration regarding various things that needs to happen.

5. [Creative Aging](#)

Executive Director informed that all documents have been submitted for the Creative Aging. She announced that PCIII, Angie Taitague, and PCIV, Jacqueline Balbas are the employees who will be taking the leading in implementing this project.

6. [2021 Grants/Cares Act](#)

Executive Director stated that there is hold up at the Attorney General's Office for the 2021 Grants, it is getting taken care off slowly, but luckily, all 20 each Cares Act Grant Contracts have been entered unto DOA database system, so we are just awaiting payments. She stated that hopefully we will get the grants by next week and due to delays, there is a possibility of requesting for extensions.

7. [Guam Cultural Repository -Arts in Public Buildings](#)

Executive Director indicated that for the past month staff have been working with Arts in public buildings, so far, they have received six applications which will be reviewed soon, and that she just received the MOU, therefore, coming along.

8. [Website](#)

Executive Director announced that PCIII, Angie Taitague, is in charge of updating the website and stated that the website is ready to go but the information needs to be updated and this will be done by the end of this month.

9. [Standard Office Procedures](#)

Executive Director stated that CAHA staff are working on their Standard Office Procedures. Therefore, they have been busy.

10. [Executive Director Resignation Announcement](#)

Executive Director commented that she is resigning on the 31st of this month and added that it has been a pleasure working with all members and some of her old friends that she known for a long time. She is confident that things will continue to move forward, and that she has been talking to the Governor and the Lieutenant Governor about her replacement. She stated that Arts and Humanities is her passion, therefore, do not hesitate to call if you have any questions.

Dr. Judy Flores thanked the Executive Director, Jillette Leon Guerrero, for doing a good job in such a short time she got the ground going, also, Member, Donna Kloppenburg expressed her gratitude.

IV. [FINANCIAL REPORT \[Attachment 3\]](#)

Administrative Officer, Genevey Kloulubak, briefly went over the balances of the accounts as of February 9, 2021.

Object Classes	Budgeted	Expenditures/Encumbrances	Balance
Personnel	\$438,131.00	\$63,460.13	\$374,815.87
Contractual Services_	\$19,207.00	\$2,919.00	\$19,207.00
Bldg.Rent (local/partnership)	\$92,121.00	\$38,600.00	\$53,511.00
Supplies	\$2,400.00	\$ 304.50	\$ 2,095.50
Telephone	\$4,900.00	\$ 800.38	\$ 4,099.62
Equipment	\$11,400.00		\$11,400.00
Programming	\$130,000.00		
Grant Program	\$120,000.00	\$96,985.00	\$23,015.00
Poetry Out Loud	\$ 10,000.00		\$ 10,000.00
CARES ACT			
Grant Awards	\$114,600.00	\$114,600.00	

CAHA's (currently earmarked for rent)	\$50,000.00		
GCAHA Revolving			\$ 4,243.74
% for the Arts			\$712,886.25
FestPac			\$ 2,225.00

Administrative Officer informed that she received the purchase order from GSA for the movers and that there has not been any activity in the Revolving Accounts. Nevertheless, most of the expenditures are planned and charged to the Local Overmatch because the fund expires September 30, 2021.

V. COMMITTEE REPORT – ART BANK

Chairperson of the Art Bank Committee, Donna Kloppenburg reported, that she received a nice report from PCI, Joey Manibusan, which identifies the status or the whereabouts of the Arts that were loaned out. She mentioned that PCI found 120 pieces and 6 pieces were not found or located, and staff are updating the loan paper work. She indicated that because of the limited space to store these art work, they are putting the collection on hold but continues to do what they can. Chairperson recommended that there should be a separate listing of the Masters from the duplications or reprints, and that it should not be mixed and when completed should be featured on the website. Chairperson thanked PCI, Mark Duenas, PCI, Joey Manibusan, and PCIV, Jacqueline Balbas for all the hard work.

VI. OLD BUSINESS

Chairman asked if there is anything to update or discuss and no replied. Therefore, he clarified that the Executive Director sent her report for all BOD members to review earlier, therefore, everything is in her report.

VII. NEW BUSINESS

Grantee: Robert Taitano Request to Change Audience

Executive Director stated that the Grantee is requesting to change his audience from DOC inmates to Community Youth Group due to the social restrictions of COVID 19 Pandemic. Chairman expressed his concern of the liability by stating that the tools (knives and etc. being used by the Grantee may not be appropriate for the youth because they are minors. Executive Director recommended that a waiver can be provided and signed by the parent and the Chairman agreed that it is necessary to protect the Grantee from being sued. Executive Director stated that this could be a condition of the grant. Member, Frank Rabon reiterated that there is a possibility that Grantee has a liability insurance because he is a Master and has been doing his craft for so many years.

Dr. Judy Flores requested for a motion.

On the motion:

“To move to revise the audience for Grantee, Robert Taitano, from DOC to Community Youth Group with a stipulation that a waiver be signed by each Youth or minor’s legal guardian by Dr. Judy Flores, and seconded by Member, Donna Kloppenburg.” Motion carried unanimously.

Mayor Gogue reiterated that we have to ensure that the Government of Guam will not assume responsibility for any damages under the signed agreement with the Grantees. Chairman agreed and instructed the Executive Director to check contract or research on this issue. Mayor conveyed the minors should have their legal guardian signed the waiver.

Grantee: TASA
Request for Extension

Executive Director stated that the Grantee is requesting for extension because the process is taking so long, they applied on July 2020 and received the notice on November 2020. Grantee is requesting for extension to September 30, 2021 so they do not need to request for another in case they do not finish. Chairman requested for a motion.

On the motion:

“To move to extend Grantee’s (TASA) request for extension to September 30, 2021 by Vice-Chair, Joey Certeza, and seconded by Member, Samone Bollinger.” Motion carried unanimously.

Grantee: Ruzelle Judicpa
Request for Extension

Executive Director informed that the Grantee is requesting for extension because the Attorney General is holding up her contract, which is not signed yet, even though she completed her project, it is safe to grant her extension to September 30, 2021. Chairman requested for a motion.

On the motion:

“To move to extend Grantee’s (Ruzelle Judicpa) request for extension to September 30, 2021 by Vice-Chair, Joey Certeza, and seconded by Member, Samone Bollinger.” Motion carried unanimously.

Grantee: Guam Allied Dance Group Force
Request for Extension

Program Coordinator I, Mark Duenas, informed that project initial date was May 29, 2020. Mr. Duenas reiterated that due to the pandemic and PCOR1, the students were not able to complete this project base on the scope of work. Grantee returned the check (uncashed), therefore, PCI is the BOD to consider extending his grant to May 20, 2022 or possibly change the scope of work. Member, Max Ronquillo, expressed his support by asking if the 2020 NEA Grants cycle can be extended to September 30, 2022 and the Executive Director replied yes, but do not believe that this project can be completed unless the scope of work is changed. Members, Donna Kloppenburg, Frank Rabon, Samone Bollinger, and Vice-Chair expressed their support for extension to September 30, 2022 with a condition that it

is within the Federal guidelines. Executive Director checked online and confirmed that the NEA Grants for 2020 can be extended to September 30, 2020. Chairman clarified that the school ends May even though the request is extended to summer time. Vice-Chair asked for a motion.

On the motion:

“To move to extend Grantee’s (Guam Allied Dance Force) request for extension to May 31 2022 by Chairman, Francis Guerrero, and seconded by Member, Samone Bollinger.” Motion carried unanimously.

VIII. OTHER ANNOUNCEMENT & DISCUSSIONS

Member, Donna Kloppenburg, asked the Executive Director the updated status of the % of Arts with the Attorney General’s Office. Executive Director expressed that it is on going and she would like to have an answer from the AG’s office before the end of the month. Chairman asked the Executive Director if she can task the lead staff to take over all the project or program that she started as a CAHA Director, therefore, when a new Director comes, he/she can be oriented by the lead staff to ensure continuity. Executive Director responded that she has arranged folders for a specific task to be given to Program Coordinator IV, Jacqueline Balbas.

Chairman asked the Executive Director the status of a replacement for former member, William Pesch from the Governor’s Office. Executive Director responded that she will check with the Governor’s Office.

Executive Director announced that the Ethics Training is scheduled for March 15, 2021 between 1:00 pm. to 5:00 pm, members have to take this training because it is a requirement. She stated that all members are required to complete a registration form and return to her except for Mayor Gogue because she already has Mayor Gogue’s certificate. She stated that there may other participants via zoom and indicated that it is a 4-hour training but there will be breaks.

Member, Max Ronquillo, asked Mayor Gogue if he can assist with the financial health of Government of Guam pertaining to purchase orders. Mayor Gogue indicated that he has been in and out of the hospital since January 15, 2021, therefore, his Administrative Assistant has been handling all financial matters in his office so he doesn’t feel adequate at this time to speak on issues with the purchase orders. Mayor Gogue indicated that every fiscal year, an agency is required to submit an allotment schedule of their proposed expenditures by object classes. Mayor Gogue asked the Executive Director if CAHA received purchase orders based on the submitted allotment schedule. Executive Director responded yes, but there are unforeseen expenditures for example the track lightings, and some other expenditures that we must go through NEA prior to getting a purchase order to include moving funds around, therefore, we have to wait for NEA’s approval. Executive Director stated that she submitted a request for QuikBooks upgrade and computers to include software to NEA, and pending their approval. Member, Max Ronquillo, recommended that we obligate the funds available before we lose them or get taken away. Administrative Officer, Genevey Kloulubak, informed that Government of Guam deadline for purchase order is usually the second week of August.

Member, Max Ronquillo, announced that Guam Masters Award is next year. He asked the BOD members their opinion in moving next grant cycle schedule with the Attorney General's Office and being lethargic. Executive Director responded that this will be really hard on the staff because we are making it as an online submission and hoping to get this done by April 2021, which is the month we start the grant cycle. Member, Max Ronquillo, suggest if we can move up the grant cycle July deadline due to the pandemic. Executive Director agreed with Mr. Ronquillo's suggestion.

Member, Frank Rabon, elaborated on the Guam Masters Award Program which is every four years. Mr. Rabon informed that with Chairman's guidance they went through amendment, the sad thing about it is that the Senator the Chair the Committee on Culture is no longer chairing and unfortunately the amendments never went through the floor. Mr. Rabon informed that he submitted the amendment but never reached the floor. He stated that even though the Guam Masters Award is every four years by law, he would like to caution that we need to be carefully when nominating just anybody as a Master. He indicated that Masters are called by tradition to train the apprentices so there is a continuity of the legacy and the art form. He stated that in the past people were getting nominated without taking any classes or courses. He mentioned that this is part of the amendment that was submitted to the former Senator, Kelly M. Taitano, but it never reached the floor. He added that the amendment to change the Guam Masters Award to every six years was included and encompassed that the person who nominates is the Master of the specific Art form meaning that the nominee has been trained and learning the craft under the Master who is nominating. Vice-Chair, Joey Certeza, addressed that presently we have no master in the traditional Healing Art because they have passed on. Mr. Rabon indicated that we have the Surahanos and Surahanas that are in the book of masters. He stated that there are practicing Surahanos or Surahanas, but he clarified that it is the other art form that his concern about especially milking the title of Master.

Chairman suggested that the Executive Director set a meeting appointment with our new oversight Senator, Clynt Regell, so we can bring him to light what we are requesting to change for the percent of the arts and the master program law. Member, Rabon, informed that Senator Therese Terlaje is the oversight chairperson for Culture. Executive Director asked who makes the selection of the Masters. Member, Max Ronquillo responded that it the CAHA staff that have to create the guidelines.

Member, Frank Rabon, expressed his concern by stating that in the past the Master of that specific art form was never in the selection panel membership. Chairman stated that if we meet with the Senator Regell now, it would give me time to work a legislative law that could pass this year before the next masters exhibit and if not, we do need a Plan B, therefore, a implementation of Plan B is necessary.

Mayor Jessy Gogue requested a copy of the amendment that never reached the 35th Guam Legislature be sent to him for his review. Chairman instructed that because we have a lot of new members that it will be sent to all BOD members, Executive Director agreed.

Vice-Chairman asked if the Executive Director would like to share Grantee (Cara May Flores) letter and the Chairman interceded to inform we have made the decision that Ms. Flores is to reimburse CAHA because she did not fulfill her contract, and if you read the Executive Director's decision it is really clear why we came to that decision. Executive Director sent the letter to all BOD Member, therefore, read and provide your comments regarding this matter. Executive Director clarified that she sent the letter to Ms. Cara Flores on December, 2020. Vice Chairman, Joey Certeza announced that we will table the discussion pertaining to Ms. Flores for our upcoming meeting scheduled for April.

Executive Director asked member, Rolando Zepeda, if he is able to make it for the Ethics Training scheduled for Monday, March 15, 2021 between 1:00 p.m. to 5:00 p.m., she indicated that it is a

requirement to be on the Board Committee. Member, Rolando Zepeda, responded by stating that he will have to check his schedule. Vice-Chairman suggested that Member, Rolly Zepeda, get a copy of the law so he can get clearance to attend the Ethics Training.

Vice-Chairman announced that our next meeting will be Tuesday, April 13, 2021 at 3:00 p.m.

ADJOURNMENT

Meeting adjourned at 4:44 pm.

MINUTES CERTIFIED AND ATTESTED TO BE TRUE AND CORRECT BY:

Patricia Krise
Secretary, GCAHA Board of Executive Director

Date

PREPARED BY:

Genevey H. Kloulubak
Administrative Officer, GCAHA

Date

GUAM COUNCIL ON ARTS & HUMANITIES
FISCAL YEAR 2020 & 2021 via AS400
ACCOUNT STATUS AS OF MARCH 31, 2021

	CAHA PARTNERSHIP AGREEMENT					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101B214000E101-111	Salary	\$ 308,276.00	\$ 189,712.00	\$ 71,819.20	\$ 236,456.80	\$ -
5101B214000E101-113	Fringe	\$ 129,855.00	\$ 79,920.00	\$ 29,804.33	\$ 100,050.67	\$ -
TOTAL		\$ 438,131.00	\$ 269,632.00	\$ 101,623.53	\$ 336,507.47	\$ -

PL 35-99 (LAPSED 9/30/2022)	CAHA PARTNERSHIP AGREEMENT					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101B214000E101-233	Bldg Rent	\$ 50,469.00	\$ 50,469.00		\$ 50,469.00	\$ -
5101B214000E101-280	Sub Recipient/Grants	\$ 130,000.00	\$ 130,000.00	\$ 96,985.00	\$ 33,015.00	
TOTAL		\$ 180,469.00	\$ 180,469.00	\$ 96,985.00	\$ 83,484.00	\$ -

PL 35-99 (LAPSED 9/30/2021)	CAHA LOCAL FUND OVERMATCH					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5100A214000GA006363	GF-Telecomm	\$ 4,900.00	\$ 4,900.00	\$ 1,610.35	\$ 3,289.65	\$ -
5100A214000GA006230	GF-Contract	\$ 19,207.00	\$ 19,207.00	\$ 10,375.00	\$ 8,832.00	
5100A214000GA006233	GF-Bldg Rent	\$ 41,652.00	\$ 41,652.00	\$ 38,610.00	\$ 3,042.00	
5100A214000GA006250	Equipment	\$ 11,400.00	\$ 11,400.00		\$ 11,400.00	
5100A214000GA006363	GF-Supplies	\$ 2,400.00	\$ 1,800.00	\$ 1,021.68	\$ 778.32	
5100B214000MT951290	CAHA Partnership-local GF	\$ 46,455.00	\$ 46,455.00		\$ 46,455.00	
TOTAL		\$ 79,559.00	\$ 78,959.00	\$ 51,617.03	\$ 27,341.97	\$ -

	CAHA PARTNERSHIP AGREEMENT					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101B204000E101-111	Salary	\$ 38,576.52	\$ 38,576.52	\$ 69,499.12	\$ (30,922.60)	\$ -
5101B204000E101-113	Fringe	\$ 26,417.23	\$ 26,417.23	\$ 28,795.90	\$ (2,378.67)	\$ -
5101B204000E101-230	Contract	\$ 23,351.24	\$ 23,351.24	\$ 12,802.96	\$ 10,548.28	
5101B204000E101-233	Bldg Rent	\$ 77,252.00	\$ 77,252.00		\$ 77,252.00	
5101B204000E101-240	Supplies	\$ 3,321.17	\$ 3,321.17	\$ 1,998.33	\$ 1,322.84	
5101B204000E101-280	Sub-Recipient/Grants	\$ 82,730.00	\$ 82,730.00	\$ 43,090.00	\$ 39,640.00	
5101B204000E101-363	TeleComm	\$ 1,980.93	\$ 1,980.93	\$ 265.37	\$ 1,715.56	
TOTAL		\$ 253,629.09	\$ 253,629.09	\$ 156,451.68	\$ 97,177.41	\$ -

PL 35-99 (LAPSED 9/30/2022)	CAHA PARTNERSHIP AGREEMENT (COVID 19)					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5101H204000CV106-233	Bldg Rent	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00	\$ -
5101H204000CV106-280	Sub Recipient/Grants	\$ 114,600.00	\$ 114,600.00	\$ 85,950.00	\$ 28,650.00	
TOTAL		\$ 164,600.00	\$ 164,600.00	\$ 85,950.00	\$ 78,650.00	\$ -

PL 35-99 (LAPSED 9/30/2021)	GUAM TERRITORIAL BAND					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5206A21400EI207290	Guam Territorial Band	\$ 45,000.00	\$ 38,250.00		\$ 38,250.00	
5206A204000EI207290	Guam Territorial Band	\$ 50,000.00	\$ 50,000.00	\$ 12,864.50	\$ 37,135.50	\$ -
TOTAL		\$ 50,000.00	\$ 50,000.00	\$ 12,864.50	\$ 37,135.50	\$ -

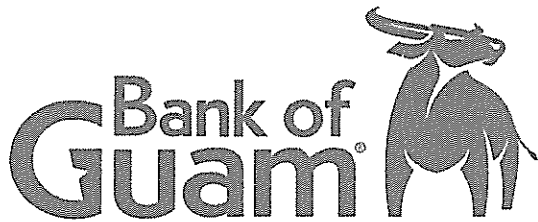
PL 35-99 (LAPSED 9/30/2021)	TOURIST ATTRACTION FUND-					
Acct No.	Object Class	TOTAL APPROPRIATION	ALLOTMENT	Encum/Expenditures	BALANCE	RESERVED
5206C214000GA206-230	Contract	\$ -	\$ -	\$ -	\$ -	\$ -
5206C214000GA206-111	Salary	\$ -	\$ -	\$ -	\$ -	
5206C214000GA206-113	Fringe	\$ -	\$ -	\$ -	\$ -	
5206B204000MT950-290	CAHA Partnership-Local TAF	\$ 421,614.40	\$ 126,814.40	\$ 63,295.70	\$ 63,518.70	
5206B214000MT950-290	CAHA Partnership-Local TAF	\$ 62,845.00	\$ 62,845.00	\$ -	\$ 62,845.00	
TOTAL		\$ -	\$ -		\$ -	\$ -

FY2021 CAHA Budget balances as of March 31, 2021

	Budgeted	Expenditures/Encumbrances	Balance
Personnel	\$ 438,131.00	\$ 101,623.53	\$ 336,507.47
Contractual Services	\$ 19,207.00	\$ 10,375.00	\$ 8,832.00
Bldg.Rent (local)/Partnership	\$ 92,121.00	\$ 38,610.00	\$ 53,511.00
Supplies	\$ 2,400.00	\$ 1,021.68	\$ 1,378.32
Telephone	\$ 4,900.00	\$ 1,610.35	\$ 3,289.65
Equipment	\$ 11,400.00		\$ 11,400.00
Programming	\$ 130,000.00		
Grant Program	\$ 120,000.00	\$ 96,985.00	\$ 23,015.00
Poetry out Loud	\$ 10,000.00		\$ 10,000.00
CARES ACT			
<i>Grant Awards</i>	\$ 114,600.00	\$114,600.00	
<i>CAHA's use (currently earmarked for rent)</i>	\$ 50,000.00		
GCAHA Revolving			\$ 25,643.75
% for the Arts			\$ 712,886.75
FestPac			\$ 2,225.00

FY2021 CAHA Budget balances as of March 31, 2021

	Budgeted	Expenditures/Encumbrances	Balance
Personnel	\$ 438,131.00	\$ 101,623.53	\$ 336,507.47
Contractual Services	\$ 19,207.00	\$ 10,375.00	\$ 8,832.00
Bldg.Rent (local)/Partnership	\$ 92,121.00	\$ 38,610.00	\$ 53,511.00
Supplies	\$ 2,400.00	\$ 1,021.68	\$ 1,378.32
Telephone	\$ 4,900.00	\$ 1,610.35	\$ 3,289.65
Equipment	\$ 11,400.00		\$ 11,400.00
Programming	\$ 130,000.00		
Grant Program	\$ 120,000.00	\$ 96,985.00	\$ 23,015.00
Poetry out Loud	\$ 10,000.00		\$ 10,000.00
CARES ACT			
<i>Grant Awards</i>	\$ 114,600.00	\$114,600.00	
<i>CAHA's use (currently earmarked for rent)</i>	\$ 50,000.00		
GCAHA Revolving			\$ 25,643.75
% for the Arts			\$ 712,886.75
FestPac			\$ 2,225.00



P.O. Box BW • Hagatna, GU 96932

RETURN SERVICE REQUESTED

*****AUTO**SCH 5-DIGIT 96929

20670 0.3770 AV 0.398 671 301

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GUAM COUNCIL ON THE ARTS

AND HUMANITIES AGENCY

PO BOX 2950

HAGATNA GU 96932-2950

Page 1 of 1
Date 03/31/21
Account # *****4902

Statement of Account

Protect Your Information! Fraud and Phishing schemes are on the rise. Scammers can use email or text messages to steal your personal information to gain access to your accounts. Remember, as your bank, we will never ask you to update your information or confirm a transaction via email, ask for your Security Access Code or PIN, or send instructions via Social Media.

Stay in the know by following us on Instagram and Facebook or visit the Fraud Information Center at bankofguam.com. Stay safe!

*****4902

DDA - PUBLIC

Previous Balance	10/31/20	\$4,243.74
+ Deposits/Credits	3	\$21,400.01
- Withdrawals/Debits	0	\$0.00
- Service Charge		\$0.00
+ Interest Paid		\$0.00
Current Balance		\$25,643.75
Days in Statement Period	151	

Account Activity

Date	Description	Debit	Credit	Balance
10/31/20	BEGINNING BALANCE			\$4,243.74
03/19/21	THE POETRY FOUND CONCUR INV		\$3,000.00	\$7,243.74
	GUAM COUNCIL ON			
03/26/21	NATIONAL ASSEMBL AP VERIFY		\$0.01	\$7,243.75
	GUAM COUNCIL ON THE AR			
03/31/21	NATIONAL ASSEMBL BILL.COM		\$18,400.00	\$25,643.75
	TREASURER OF GUAM			

**NO ENCLOSURES THIS STATEMENT
END OF STATEMENT**



P.O. Box BW • Hagatna, GU 96932

RETURN SERVICE REQUESTED

*****AUTO**SCH 5-DIGIT 96929

20671 0.3770 AV 0.398 671 302

GUAM COUNCIL ON THE ARTS AND HUMANITIES

AGENCY

PERCENT FOR THE ARTS

PO BOX 2950

HAGATNA GU 96932-2950

Page 1 of 1
Date 03/31/21
Account # *****9916

Statement of Account

Protect Your Information! Fraud and Phishing schemes are on the rise. Scammers can use email or text messages to steal your personal information to gain access to your accounts. Remember, as your bank, we will never ask you to update your information or confirm a transaction via email, ask for your Security Access Code or PIN, or send instructions via Social Media.

Stay in the know by following us on Instagram and Facebook or visit the Fraud Information Center at bankofguam.com. Stay safe!

*****9916

DDA - PUBLIC

Previous Balance	10/31/20	\$712,886.25
+ Deposits/Credits	1	\$0.50
- Withdrawals/Debits	0	\$0.00
- Service Charge		\$0.00
+ Interest Paid		\$0.00
Current Balance		\$712,886.75
Days in Statement Period	151	

Overdraft Charges/Refunds Summary

	This Cycle	YTD
Total returned item fees	0.00	0.00
Total overdraft fees	0.00	0.00
Total fees charged	0.00	0.00
	This Cycle	YTD
Refund of returned check fees	0.00	0.00
Refund of paid check fees	0.00	0.00
Total fees refunded	\$0.00	\$0.00

Account Activity

Date	Description	Debit	Credit	Balance
10/31/20	BEGINNING BALANCE			\$712,886.25
03/11/21	CUSTOMER DEPOSIT		\$0.50	\$712,886.75

NO ENCLOSURES THIS STATEMENT
END OF STATEMENT



Mark Anthony P. Duenas <mark.duenas@caha.guam.gov>

Re: Request for extension/ postponement for Miss Saigon Grant to September 30,2022

Mervin Tamayo <tamayopapa@yahoo.com>

Thu, Apr 22, 2021 at 11:07 AM

Reply-To: Mervin Tamayo <cmcwholesaler@yahoo.com>

To: "Mark Anthony P. Duenas" <mark.duenas@caha.guam.gov>

Hafa Adai Mark,

As I had mentioned in our last conversation, I have been working with my team to prepare for our production of Miss SAIGON in September. Because of the pandemic however, it's starting to look like we may need to postpone the show until 2022. We are aiming to get the show done by **September 30, 2022**.

Here are some major setbacks we have experienced:

- 1) The majority of our usual sponsors are not able to donate funds
- 2) Venue still unable to operate due to pandemic - UOG Fieldhouse
- 3) With all the preparation and funding that needs to go into this production, it would be such a loss if we don't have enough of an audience to perform for

For these and other pandemic related issues that will affect the final product, I hope the grant committee can give us a postponement until September 2022 when conditions will most likely improve.

Thank you for your consideration and I hope for your favorable response.

Regards,

Mervin Tamayo

Guam CAHA Agreement with
Mervin Tamayo

GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY
AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021, by and between the **Guam Council on the Arts and Humanities Agency**, hereinafter referred to as "**GRANTOR**" and **Mervin Tamayo**, hereinafter referred to as "Subrecipient". This Agreement is a subaward of Federal Award ID No. 1863355-61-20 from the National Endowment for the Arts (NEA), the Federal Awarding Agency. This subaward is comprised, in whole or in part, of Federal funds or funds that are used to meet the minimum required match for the Federal award.

RECITALS

1. Each year Grantor uses funds provided by the National Endowment for the Arts to award artistic grants to individuals and organizations who apply and qualify for the receipt of such grants.
2. Subrecipient filed for such a grant ("**Grant Application**") on **July 30, 2020**.
3. Grantor, at its regular meeting on **November 5, 2020** approved Subrecipient's Grant Application in the amount of **\$7,000**.

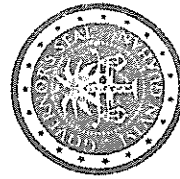
THEREFORE, in consideration of **Seven Thousand and No/100** to be paid by Grantor in three (3) installments:

- 1) Fifty percent (50%) of the grant funds to be released after the contract has been signed and processed; and
- 2) Twenty-Five percent (25%) of the grant funds will be released after a **mid progress report** with supporting documents such as photos, video, audio, programme, etc. where applicable has been submitted to the GCAHA; and
- 3) Twenty-Five percent (25%) of the grant funds will be withheld until all required final reports, narrative and financial with supporting documents have been submitted to and approved by the Guam Council on the Arts and Humanities Agency; to cover contract period beginning **October 1, 2020** and ending **September 30, 2021**, Subrecipient agrees to perform the artistic project ("**Grant Project**") commencing **July 15, 2021** and ending **September 5, 2021** as described in the Grant Application which is attached to and, by reference, incorporated within this Agreement as "**Attachment A**".

GRANTOR and **SUBRECIPIENT** further agree as follows:

1. Subrecipient promises to make all reasonable efforts to complete the project s/he described in his/her grant application as closely as possible to his/her own original proposal. A copy of said proposal is attached to and hereby incorporated into this document referred to as "**Attachment A**".
2. The execution of this Agreement has been authorized by the governing body of the Subrecipient organization and the undersigned representative has been authorized to act for the organization in the administration of the Grant Project.
3. Subrecipient will provide the matching funds described in the Grant Application.
4. Subrecipient will submit a **mid progress report no later than August 09, 2021** with supporting documents such as photos, video, audio, programme, etc. where applicable.
5. Subrecipient will submit a project evaluation, final narrative and financial report with supporting documents, to Grantor within **fifteen (15) days** of the Grant Project's completion. Such report shall evaluate the Grant Project and shall make recommendations for future grant projects.
6. Subrecipient shall maintain all original records of income and expenses pertaining to the Grant Project for a period of **three (3) years** or until an official audit is held by the appropriate local or federal agency, whichever comes first.
7. Subrecipient shall promote and publicize the Grant Project in such manner and by such means that wide public distribution is achieved and the maximum number of Guam's citizens benefit from the Grant Project.

OFFICE OF THE GOVERNOR
GOVERNOR'S CHAMBER



DATE: 3-4-21

TIME: 3:10 p

RECEIVED BY: DR

GIC2021-443

2021-13084
ROUTED AT CENTRAL FILE
FEB 26 21 PM 2:19
Blaine Rajalle

801202133935
G.A.H.A. 21-0069

8. All news releases, public statements, exhibits, announcements, broadcasts, posters, programs and other printed materials concerning the Grant Project shall include the following statement: **"THIS PROJECT IS SUPPORTED IN PART BY A GRANT FROM THE NATIONAL ENDOWMENT FOR THE ARTS, THE GUAM COUNCIL ON THE ARTS AND HUMANITIES AGENCY, GOVERNMENT OF GUAM, AND THE OFFICE OF THE GOVERNOR."**

9. The Grant Project shall be operated in compliance with all applicable local and federal laws, rules, regulations and guidelines.

10. This Agreement shall be contingent on the signature of the Governor and shall terminate on **September 30, 2021.**

11. This Agreement may only be amended, modified, cancelled for lack of funds, or terminated in accordance with the terms and conditions of the NEA GTC and the provisions of 2 CFR Part 200.

12. In the event this Agreement is terminated or Subrecipient breaches any provision of the Agreement or Subrecipient fails to complete the Grant Project, Subrecipient shall return immediately any and all funds previously received from the Grantor for which Grantor has made written demand. Subrecipient will then be ineligible for grant awards for a period of three (3) years.

13. The Subrecipient agrees to comply with and require each of its contractors and subcontractors employed in the completion of the project to comply with 2 CFR §200.322, *Procurement of recovered materials*, and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; to include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pass-through Requirements of 2 CFR 200.331:

1. This is a subaward of a federal award received from the National Endowment for the Arts, by the Guam Council on the Arts and Humanities Agency.

2. Subrecipient:

Mervin Tamayo

3. Subrecipient's DUNS Number:

1863355-61-20

4. Federal Award Identification Number:

July 1, 2020

5. Federal Award Date:

July 15, 2021 to

6. Subaward Period of Performance:

September 05, 2021

Amount of Federal Funds Obligated by this Subaward:

\$7,000.00

7. Total Amount of Federal Funds Obligated to the subrecipient by the Pass-Through Entity including the

Current Obligation:

\$7,000.00

8. Total Amount of the Federal Award:

\$309,300

9. Federal Award Project Description:

To support arts programs, services, and activities associated with carrying out agency's NEA-approved strategic plan

10. Name of Federal Awarding Agency:

National Endowment for the Arts

11. Name and Contact Information for Federal

Awarding Official:

Nicki Jacobs, Director, Office of Grants Management

National Endowment for the Arts

Contact Information: grants@arts.gov;

(202) 682-5403

45.025 Promotion of the

Arts Partnership Agreements

Guam Council on the Arts and

Humanities Agency

Jillette Leon Guerrero, Ex. Director

6.95%

No

14. Pass-through Entity Contact Information:

15. Indirect Cost for Federal Award No. 1809846-61-18:

16. Research and Development Award?

17. The Federal Awarding Agency or the Guam Council on the Arts and Humanities Agency will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed:

- a) Subrecipient must submit, no later than 90 calendar days after the end date of period of performance, all financial, performance, and other reports as required by or the terms and conditions of this subaward and the Federal award. The Federal Awarding Agency or the Guam Council on the Arts and Humanities Agency may approve extensions when requested by the Subrecipient.
- b) Unless the Federal Awarding Agency authorizes an extension, the Guam Council on the Arts and Humanities Agency will liquidate all obligations incurred under the subaward or the Federal Award no later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of this Agreement or the Federal Award.
- c) The Federal Awarding Agency or the Guam Council on the Arts and Humanities Agency must make prompt payments to the subrecipient for allowable reimbursable costs under the Federal Award being closed out.
- d) Subrecipient will promptly refund any balances of unobligated cash that the Guam Council on the Arts and Humanities Agency paid in advance or paid and that is not authorized to be retained by the Guam Council on the Arts and Humanities Agency for use in other projects. (OMB Circular A-129 and §200.345 Collection of Amounts Due).
- e) Consistent with the terms and conditions of the Federal Award, the Federal Awarding Agency or the Guam Council on the Arts and Humanities Agency must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received. Subrecipient agrees to comply with this condition.
- f) Subrecipient will account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §200.310 Insurance Coverage through §300.316 Property Trust Relationship and §200.329 Reporting on Real Property.
- g) The Federal Awarding Agency or the Guam Council on the Arts and Humanities Agency should complete all closeout actions for Federal Awards no later than one year after the receipt and acceptance of all required final reports. Subrecipient agrees to comply with this condition.

18. The Federal Awarding Agency (NEA), Inspectors General, the Comptroller General of the United States, and the Guam Council on the Arts and Humanities Agency, or any of their authorized representatives, shall have the right to access to any pertinent documents, papers, or other records of the Subrecipient and any other subrecipients that are pertinent to the Federal Award or this subaward, in order to make audits, examinations, excerpts, and transcripts, pursuant to the provisions of 2 CFR § 200.336(a), (b), and (c). This right also includes timely and reasonable access to the Subrecipient's and any other subcontractors' personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained." Federal award related information should be collected and stored in open and machine – readable formats whenever practicable (2 CFR 200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PII) and other FOIA and applicable exemptions (2 CFR 200.337).

19. Subrecipient will comply with 2 CFR § 200.333 (Retention requirements for records): and the record retention requirements of Federal Award No. 1863355-61-20: Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient.

20. All applicable terms, conditions, provisions, and agreements set forth in the National Endowment for the Arts (NEA) General Terms and Conditions (GTC), included herein as **Attachment B** are hereby incorporated in this subaward by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this subaward are inconsistent with any of the applicable terms, provisions, or conditions of the NEA GTA, the terms of the NEA GTC shall govern.

21. Subrecipient agrees to comply with all applicable requirements of 2 CFR Part 200 (aka "The Uniform Guidance"). All applicable terms, conditions, provisions, and agreements required by 2 CFR Part 200 are hereby incorporated in this subaward by reference with the same force and effect as though fully set forth herein. To the extent that any of the terms set forth in this

subaward are inconsistent with any of the applicable terms, provisions, or conditions of 2 CFR Part 200, the terms of 2 CFR Part 200 shall govern.” Where the determination of cost allowability differs, the NEA guidelines and Partnership GTCs (and any Specific Terms & Conditions, as appropriate) take precedence over the Uniform Guidance.

22. Subrecipient agrees to follow all applicable terms and conditions of the following:

National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

1. Nondiscrimination Policies. As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project (e.g., productions, workshops, programs, etc.) and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

- 1.a Title VI of the Civil Rights Act of 1964, as amended,** 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 USC 2000d et seq.)

- 1.b 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/foia/reading-room/nea-limited-english-proficiency-policy-guidance.

- 1.c 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 USC 1681 et seq.)

- 1.d 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 activity receiving Federal financial assistance (29 USC 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.

Section 504 Self-Evaluation and Additional Resources

- i. 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 Civil Rights Office has provided you with a "Section 504 Self Evaluation Workbook." The Workbook is located at www.arts.gov/about/504Workbook.html.
- ii. You should designate a staff member to serve as a 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the NEA upon request. The NEA may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General Audit and/or civil rights investigation. "Design for Accessibility: A Cultural Administrator's Handbook" provides guidance on making access NEA General Terms & Conditions for Partnership Agreements 24 an integral part of an organization's staffing, mission, budget, and programs. This Handbook and other resources may be downloaded from the NEA's Web site at www.arts.gov/accessibility/accessibility-resources/publications-checklists. If you have questions, contact the Office of

- 1.e **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 USC 6101 et seq.)
- 1.f **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 USC 12101-12213).

2. Environmental and Preservation Policies

- 2.a **The National Environmental Policy Act (NEPA) of 1969, as amended**, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we 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 USC Sec. 4332.
- 2.b **The National Historic Preservation Act (NHPA) of 1966, as amended**, applies to any Federal funds that would support either 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. We will consult with your State Historic Preservation Officer, as appropriate, to determine the impact of your plan or renovation on the structure or any affected properties. Any change in your design, renovation, or construction plans must be submitted to us for review and approval prior to undertaking any of the proposed changes. You may be asked to provide additional information on your project to ensure compliance with the Act (16 USC 470).

Other National Policies

- 3. **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 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. NEA General Terms & Conditions for Partnership Agreements 25
- In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

- 4. **The Drug Free Workplace Act** requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the NEA's Office of Grants Management of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 45 CFR 1155).

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

5.1 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 his 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, counterintelligence, intelligence, or national security activities (18 USC 1913).

5.2 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.

5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 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. NEA General Terms & Conditions for Partnership Agreements 26 We strongly advise you to review these regulations carefully. They are published at 45 CFR 1158, and can be found at www.gpo.gov/fdsys/.

6. 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.

Information about the laborers and projects that fall under DBRA can be found in the Department of Labor's Compliance Guide at www.dol.gov/compliance/guide/dbra.htm. 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).

7. 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 the Act (25 USC 3001 et seq.).

8. 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 on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutiondayandhttp://thomas.loc.gov/teachers/constitution.html.

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427)

IN WITNESS of the above provisions, Grantor and Grantee have executed this Grant Agreement on the day and year written above.

GUAM COUNCIL ON THE ARTS AND
HUMANITIES AGENCY (PASS THROUGH
ENTITY) / GRANTOR:

JILLETTE LEON GUERRERO, Executive Director

Date: _____

GRANTEE:

MERVIN TAMAYO

Date: 1/14/2021

APPROVED AS TO LEGALITY AND FORM:

LEEVIN T. CAMACHO
Attorney General of Guam

Date: 2/23/21

CERTIFIED FUNDS AVAILABLE:

GENEVEY H. KLOULUBAK, Certifying Officer

Date: Jan. 14, 2021

BUREAU OF BUDGET AND MANAGEMENT
RESEARCH:

LESTER L. CARLSON, JR., Director

Date: _____

APPROVED:

LOURDES A. LEON GUERRERO
Governor of Guam

Date: 2/5/2021

Federal Award Identification # 1863355-61-20

Federal Award Date: July 1, 2020

Allotment No. 5101B214000EI101280

CFDA No. & Name: 42.025

Contract No. C214000007

Job Order No. 4000-21-501

Vendor No.

Federal Funds Obligated: 7,000

Federal Awarding Agency: National Endowment for the Arts

Indirect Cost Rate: 6.95%

IN WITNESS of the above provisions, Grantor and Grantee have executed this Grant Agreement on the day and year written above.

GUAM COUNCIL ON THE ARTS AND
HUMANITIES AGENCY (PASS THROUGH
ENTITY) / GRANTOR:

Jillette Leon Guerrero
JILLETTE LEON GUERRERO, Executive Director

Date: 1/14/21

CERTIFIED FUNDS AVAILABLE:

Off. Kloulubak
GENEVEY H. KLOULUBAK, Certifying Officer

Date: Jan. 14, 2021

GRANTEE:

Mervin Tamayo
MERVIN TAMAYO

Date: 1/14/2021

BUREAU OF BUDGET AND MANAGEMENT
RESEARCH:

[Signature]
CLEARED PER
BBMR'S REVIEW

[Signature]
LESTER L. CARLSON, JR., Director

Date: JAN 20 2021

APPROVED AS TO LEGALITY AND FORM:

Leevin T. Camacho
LEEVIN T. CAMACHO
Attorney General of Guam

Date: _____

APPROVED:

Lourdes A. Leon Guerrero
LOURDES A. LEON GUERRERO
Governor of Guam

Date: _____

Federal Award Identification # 1863355-61-20

Federal Award Date: July 1, 2020

Allotment No. 5101B214000E101280

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Vendor No.

Federal Funds Obligated: \$7,000

Federal Awarding Agency: National Endowment for the Arts

Indirect Cost Rate: 6.95%

RECEIVED

JAN 15 2021

Bureau of Budget and
Management Research

ATTACHMENT

A



GUAM COUNCIL ON THE ARTS & HUMANITIES AGENCY

Kahan / Katturan Guahan

P.O. Box 2950 Agaña, Guam 96932

Tel. (671) 300-1204-8 / Email: info@caha.guam.gov

FY 2021 Grant Application

(Project Period – October 1, 2020 – September 30, 2021)

Carefully review the program guidelines and instructions before filling out the application form. Incomplete and illegible forms may invalidate your application. All applications must be typed or computer generated. Supplemental information is limited to one page only. Please double-check all information to ensure that it is correct.

A.	Applicant/ Organization Name: Mervin Tamayo	
	SSN: 620-36-1357	
	DUNS Number and TIN (Organizations only):	
	Mailing Address: 140 KAYEN CHANDO	
	City: DEDEDO	Zip Code: 96929
B.	Are you a permanent resident of Guam? Yes	
	How long have you resided in the Territory of Guam? 22 Years	
C.	Contact Person: Mervin Tamayo	Phone: (671) 488-1343
	Email Address: lamavopapa@yahoo.com	Title:
D.	Authorizing Official:	
E.	Project Title: Miss Salgon Musical Project Grant	
F.	Type of Grant Applying for: Performing Arts	
G.	Start Date: July 15, 2021	End Date: September 5, 2021
H.	Individuals to Benefit (#): 750-1200	Artist(s) Involved (#): 75-100
	Youth(s) Benefiting (#): 500	
I.	Provider of Services (Organizations Only):	
	Name:	
	Mailing Address:	
	City:	State:
	Zip Code:	
J.	Grant Amount Requested: \$10,000	
K.	List other funding source(s) sought: Individuals, corporations	

GCAHA USE ONLY:

Application No.:	Date Received:
------------------	----------------

CHECKLIST (Did you include the following?)

INDIVIDUALS

- ☐ 1. Complete detailed budget breakdown (cash expense, in-kind contribution & cash income)
- ☐ 2. Resume / Biography
- ☐ 3. Three (3) current letter (s) of personal recommendation and/or letters of support specific to the project
- ☐ 4. Samples of artwork (i.e., photographs, cd, etc.)

ORGANIZATIONS

- ☐ 1. Detailed budget breakdown (cash expense, in-kind contribution & cash income)
- ☐ 2. Recent annual audit
- ☐ 3. Copy of your organization's Certificate of Incorporation and IRS letter granting Federal Tax Exempt Status
- ☐ 4. Articles of Incorporation / By-Laws
- ☐ 5. DUNS Number Registration

****NOTE:** Grant Applications submitted without the required documents by the grant deadline will NOT be reviewed.

PROJECT DESCRIPTION

1. What is the project and its purpose? What do you plan to do? When? Where? Please be as specific as possible.

-The project is "Miss Saigon Musical", a community musical theater performance to commemorate Guam's unique participation with the Vietnam War refugee evacuation (Operation New Life, 1975), military personnel from Guam*, and Vietnamese community of Guam.

*Operation New Life (April 3, 1975 - Nov. 1, 1975) was the care and processing on Guam of Vietnamese refugees evacuated from Saigon in the closing days of the Vietnam War. More than 111,000 of the 130,000 Vietnamese refugees were transported to Guam where they were housed in tent cities for a few weeks while being processed for resettlement. (Wikipedia)

-To bring community awareness on the subjects of human trafficking, suicide, and orphan and foster children/parenting

CASTING

1) Primary Actors - Audition - open - live and through online submission. *Depending on Guam's POCRA status, auditions and initial rehearsals may have to be done Through ZOOM online.

2) Instrumental musicians and pit chorus - Tumon Day Youth Orchestra and MAGIS

3) Set design and construction - will be using local company

4) Costume design and manufacturing - using local company as much as possible (authentic Vietnamese pieces may be outsource)

5) Lights and Sound - Henry Sherrard (Sound's Unlimited)

PERFORMANCE DATES

September 4-5, 2021

2. How will the project be accomplished and by whom? Identify participating artists by name whenever possible.

LEADS and EMERGENCY ACTORS - Will use as many local performers as possible with professional independent guest artists if needed, who will be available to guide, work with and perform alongside local actors

PRODUCER/CHOREOGRAPHER

ORCHESTRA

Miss Saigon 2021 will be the first theater project for the new youth organization Tumon Vietnamese Foundation (TVF), est. 2017, whose mission is to "provide a leader in music and arts education for youth and adults throughout Guam and American and to present innovative programming and repertory shows that showcase both local and international

The music for the show will be provided by the Tumon Day Youth Orchestra (TYO), est. 2018, which is the first project of TVF, providing a venue for musicians ages 15 and under to perform a varied repertory

In July 2018, TYO represented Guam at the Australia International Music Festival and was called (A.I.M.F.)

PIT CHORUS - MAGIS (see attached list)

PROJECT DESCRIPTION (continued)

3. If your project involves a performance(s), where will performances be held and what is the seating capacity of the location(s)?

The performances will be held at the UOG CALVO FIELDHOUSE

Seating capacity (depending on PCOR status and social distancing rules): 500 - 750+

4. Specific community involvement (Identify committees, arts groups, volunteers, schools, etc. who will be involved in any way in carrying out your project).

CAST- The performing community on Guam (ages 4 and above)

COMMUNITY VOLUNTEERS - (front of house, backstage crew, ticketing, etc)

SCENIC DESIGN - Elementary school aged children to be represented as "Bui Doi" (means the "dust of life")
After the American troops left Vietnam in 1975, over 50,000 half-American, half-Vietnamese children were left behind during the production.

MILITARY - Our contact will be requesting their involvement and support (financial, production, or special events)

5. Specific communities to be served by the project.

Community organizations that serve the following special groups

- Vietnam veteran organizations
- human trafficking
- suicide
- orphan and foster children/parenting

PROJECT DESCRIPTION (continued)

6. How will the requested funds be spent? What other sources of funds are being sought for the project described in this application?

Funds to be used for:

- license with Music Theatre International
- sound and light engineering
- set construction
- costume manufacturing
- artistic staff honorarium
- travel for visiting/guest artists

7. What are the anticipated results or effects of the project?

We endeavor to educate about the unique role Guam and Guamanians played during the Vietnam War. (see also Mervin Biography/Resume for details)

Increase efficacy and confidence in up-and-coming actors and musicians through the presentation of a Broadway masterpiece - not often performed by community groups due to the complexity of the work.

Organizations Only	As verification of non-profit status, all applicants must submit the organizations Certificate of incorporation and a copy of their Internal Revenue Service 501 (c)(3) Federal Tax- Exempt Status for GCAHA files.
---------------------------	---

Does the organization have an annual audit?

If yes, please forward a copy for GCAHA Files and review.

Please give a brief description of the organization and the service it provides.

Describe the organization's plans for the next two (2) years.

Year organization established:

Date of Incorporation:

Does the organization have a membership or subscription program?

If so, briefly describe number of members/subscribers, benefits, fees, etc.

PROJECT BUDGET – Refer to Guide for Programs & Services pg. 15-17
CASH EXPENSES – MUST provide details of budget breakdown. DO NOT SUMMARIZE

A. Personnel / Artistic (Provide description and rate(s))	
ARTISTIC DIRECTOR/ASSISTANT DIRECTOR	\$ 7,500
MUSIC DIRECTOR	\$ 5,000
CHOREOGRAPHER \$1,500/LEAD ACTORS \$2,000	\$ 3,500
SUB TOTAL:	\$ 16,000
B. Personnel / Administrative (Provide description and rate(s))	
PRODUCTION ASSISTANT	\$ 500
GRT 5%	\$ 4,000
SUB TOTAL:	\$ 4,500
C. Personnel / Technical-Production (Provide description and rate(s))	
PRODUCTION MANAGER	\$ 2,500
STAGE MANAGER/BACKSTAGE CREW	\$ 2,000
SET DESIGN & CONSTRUCTION	\$ 10,000
SUB TOTAL:	14,500
D. Outside Artistic Fees & Services / Artistic (Provide description and rate(s) i.e., 10 musicians for 10 hrs. /ea. @ \$10/hrs.)	
MTI LICENSE FEES	\$ 4,000
ORCHESTRA/PIT CHOIR	\$ 5,500
PHOTOGRAPHERS, VIDEO RECORDING SERVICES	\$ 2,300
SUB TOTAL:	11,800
E. Outside Other Fees & Services (Provide description and rate(s))	
COSTUMES, HAIR, MAKEUP	\$ 2,000
LIGHTS & SOUND	\$ 13,000
PERFORMANCE VENUE RENTAL	\$ 10,000
SUB TOTAL:	25,000
F. Studio & Space Rental (Identify location and rate(s))	
DANCE STUDIO RENTAL - \$50/HR X 50	\$ 2,500
SUB TOTAL:	\$ 2,500
G. Travel & Per Diem (Identify who, where and why; may include mileage)	
ARTISTIC DIRECTOR TRAVEL	\$ 1,200
PERDIEM \$35 X 40	\$ 1,400
SUB TOTAL:	2,600
H. Marketing & Promotion (Include publicity / promotion)	
MARKETING MANAGER/SOCIAL MEDIA MGR/MKTG ASST	3,300
MARKETING, PROMOTIONAL MATERIALS	1,000
SUB TOTAL:	4,300
I. Remaining Operating Expenses (Itemize) i.e., phone, postage, supplies, materials, others	
CAST SHIRTS, FLOWERS, CAST PARTY	2,000
MISC OFFICE EXPENSES	500
SUB TOTAL:	2,500
TOTAL PROJECT CASH EXPENSES \$ 83,700	
(LINE ITEM A TO I)	

PROJECT BUDGET – CASH INCOME**MUST provide details of budget breakdown. DO NOT SUMMARIZE**

A.	Admission (Provide in the space below description of each type of event and amount)	
	SHOW 1 \$25X1100	\$ 27,500
	SHOW 2 \$25X1100	\$ 27,500
	SUB TOTAL:	\$ 55,000
B.	Contracted Services Revenue (Provide description and rate(s), i.e., revenue derived from sale of services.)	\$
		\$
	SUB TOTAL:	
C.	Business / Corporate Support (If possible, itemize source and amount(s). BUSINESS/CORPORATE SUPPORT	\$ 13,000
		\$
	SUB TOTAL:	
D.	Foundation Support (If possible, itemize source and amount(s).)	\$
		\$
	SUB TOTAL:	
E.	Other Private Support (If possible, itemize source and amount(s). ADS	\$ 2,000
		\$
	SUB TOTAL:	
F.	Government Support (Indicate specific agency or source. Do not include amount requested in this application or other GCAHIA grants.) Federal State / Regional Local	\$
		\$
		\$
	SUB TOTAL:	
G.	Other Revenue (Itemize source and amount(s), i.e., how many catalogs do you plan to sell and at what price each?) T-SHIRT SALES \$20 X 100 BOOKLET SALES \$10 X 70	\$ 2,000 \$ 700 \$ \$
		\$
	SUB TOTAL:	2,700
II.	Applicant Cash (Funds from accumulate resources or saving)	\$ 1,000
		\$
	SUB TOTAL:	1,000
	TOTAL APPLICANT INCOME (SUB TOTAL OF LINE ITEM A to H)	\$ 73,700
	GRANT AMOUNT REQUESTED (must not exceed Total Applicant Income)	\$ 10,000
	TOTAL PROJECT CASH INCOME (Total Applicant Income plus Grant Amount Requested)	\$ 83,700

***NOTE: Total Project Cash Income must equal Total Project Cash Expense**

IN-KIND CONTRIBUTIONS

(Do not add In-Kind Contributions to the Cash Income or Cash Expenses sections of your Budget.) Be sure to include rate information showing how you calculated dollar value for in-kind contributions. (Financial or Service contributions of an indirect nature donated to the completion of your project from corporate sponsorships or individuals involving goods, materials, studio/exhibit space and the like.)

Services Rendered/Materials Contributed: (Identify source and rate to determine dollar value)		Dollar Value
MUSIC DIRECTOR		\$ 5,000
ARTISTIC DIRECTOR		3,000
VOCAL COACH		1,000
TOTAL In-Kind Contributions		\$9,000

PROJECT MATCHING REQUIREMENTS

A. TOTAL In-Kind Contributions plus TOTAL Applicant Cash equals Matching Resources:

$$\begin{array}{r} \$ 9,000 \\ \text{Total In Kind} \end{array} + \$ 1,000 \begin{array}{r} \text{Total Applicant Cash} \\ \text{Matching Resources} \end{array} = \$ 10,000$$

B. TOTAL Matching Resources must be greater than or equal to the Grant Amount Requested:

$$\begin{array}{r} \$ 10,000 \\ \text{Matching Resources} \end{array} > \text{ or } = \$ 10,000 \begin{array}{r} \text{Grant Amount Requested} \end{array}$$

Legal Assurances

In the event that a grant is awarded as a result of this application, *the following terms and conditions shall be complied with* as signified by the applicant's signature. This application shall become a part of the legally binding contract between the applicant and the Guam Council on the Arts and Humanities Agency.

1. The grant cannot be assigned to a different project or transferred *without prior written approval* of GCAHA.
2. The grantee shall submit to GCAHA the dates, times and locations of the project to take place for on-site review by GCAHA. The grantee is requested to provide free admission to projects/events for review.
3. The grantee shall submit the completed **Final Project Report** form summarizing the project and expenditures to GCAHA within fifteen (15) days of the project's completion. The final 25% of the grant award will be made upon approval by GCAHA of the Final Project Report.
4. The grantee agrees to keep careful attendance and participation records of the project herein.
5. The financial accounts shall be subject to audit by appropriate agencies of the Territory of Guam and/or the Federal Government. The grantee shall be responsible for the safe keeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the grantee's files for a period of three (3) years after completion of the project.
6. Credit is to be given as such "This project is supported in part by a grant from the National Endowment for the Arts, Guam Council on the Arts and Humanities Agency, a division of the Department of Chamorro Affairs, Government of Guam, and the Office of the Governor", in all brochures, press releases, programs, publications, tickets, and other printed materials. When no printed matter is utilized, *verbal credit* shall be given prior to each performance or presentation.

It is mutually agreed that all parties shall comply with the Fair Labor Standards under Section 5(l) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965; Title VI of the Civil Rights Act of 1964, as amended; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency; Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination Act of 1975, as amended; The National Environmental Policy Act of 1969, as amended; The National Historic Preservation Act (NHPA) of 1966, as amended; other National Policies such as debarment and suspension, the Drug Free Workplace Act, lobbying, Davis-

Bacon and Related Acts (DBRA), as amended, the Native American Graves Protection and Repatriation Act of 1990, U.S. Constitution Education Program, Arts Endowment Enabling Legislation and Prohibition on use of funds to ACORN and The National Environmental Policy Act (NEPA) of 1969.

Authorizing Signature

I, the undersigned, do certify that the information contained within this application including all attachments and supporting materials is correct and true to the best of my knowledge.

MERVIN TAMAYO



Name (Please Print):

Applicant Signature:

Fiscal Officer/Second Responsible:

Contact with Organization:

Date of Application:

JULY 30, 2020



Honorable Lourdes Leon Guerrero
Maga 'håga'
Governor of Guam

Honorable Joshua Tenorio
Sigundo Maga 'lahi
Lieutenant Governor of Guam

Jillette Leon Guerrero
Ekskãlibu Direktot
Executive Director

Date: November 30, 2020

Mervin Tamayo
140 Dayen Chando
Dededo, Guam 96929

Dear: Mr. Tamayo

Hafa Aдай! The Citizens Advisory Panels met to review grant applications for FY2021 and to make recommendations based on eligibility requirements and criteria published in the CAHA Program Guidelines. The applications submitted were reviewed in detail by the respective review panel and subsequently brought before the CAHA Board on *November 5, 2020*.

It is a pleasure to inform you that grant determination was made and approved based on artistic merit and funding availability and subsequently CAHA Board has awarded your application the following grant amount:

Application No: 2021-006
Project Title: Miss Saigon Musical Project
Amount Awarded: \$7,000
Grant Period: 7/15/2021-9/5/2021

Furthermore, please be advised that the grant award is subject to the following provisions:

- a) Due to the number of applications submitted and funding limitations, consideration was given by the CAHA Board for those applications which would equitably best benefit the community at large;
- b) Future funding requests may be awarded on a declining scale based on prior grants awarded subject to the availability of funds;
- c) That the grant application and/or project description, where necessary, be modified according to award amount;
- d) This grant award is subject to the availability of funds and contingent upon the final approval of the Governor of Guam.

Note: Additional Information

Board Members: Francis Guerrero, Chairman • Joseph Certeza, Vice-Chairman • Patricia Krise, Secretary
Francisco Rabon • Francisco Lizama • Donna Kloppenburg • Mayor Jessy Gogue • Maxmillo Ronquillo • Rolando Zepeda • Vincent Reyes

Angela Flores Building, Suite 300 • 243 Martyr Street, Hagåtña, Guam 96910
P.O. Box 2950 Hagåtña, Guam 96932 • Phone (671) 300-1204-8 • Fax (671) 300-1209 • Email: info@calha.guam.gov •
Website: www.guamcalha.org

- a) Grant awarded cannot be used towards building renovation, maintenance of facilities, or capital expenditures; off-island travel; purchase of permanent equipment, projects completed prior to application; replacement funds normally budgeted for the project; tuition replacement for college/university study in the U.S. and abroad; scholarships; deficits incurred from past activities; entertainment or refreshments; and publications (creative portion of project will only be funded).
- b) All grant recipients are required to document the progress of their project and must provide photos and videos of their progress with their reports.
- c) Literary Arts grant recipients must provide CAHA with a copy of their manuscript with their final report. Upon publication of their work, 3 hard copies must be given to CAHA for their files and resource library.
- d) Media and Performing Arts grant recipients must provide CAHA with a CD or a video file of the finished product.

If you accept this award, please affirm your acceptance by signing and returning this letter via email to *mark.duenas@caha.guam.gov* the GCAHA Offices no later than December 3, 2020. Please make an appointment with the CAHA staff assigned to your grant, *Mark A. Duenas, Program Coordinator* via the email indicated above or by calling 300-1204 to 300-1208 for further processing.

Sincerely,

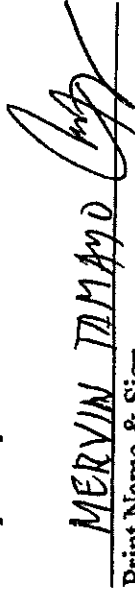


Jillette T. Leon Guerrero
Executive Director

Guam Council on the Arts and Humanities Agency

Accepted By:

Date:



12/2/2020

Print Name & Sign

ATTACHMENT

B



**National
Endowment
for the Arts**
arts.gov

Updated June 2018

General Terms & Conditions for Grants and Cooperative Agreements to Organizations

**Incorporating 2 CFR 200
Uniform Administrative Requirements,
Cost Principles, and Audit Requirements for Federal Awards***

Office of Grants Management

National Endowment for the Arts
400 7th Street, SW
Washington, DC 20506
Telephone (202) 682-5403
FAX (202) 682-5610
grants@arts.gov
finalreports@arts.gov
Resources: www.arts.gov/manageaward

*For awards issued after October 1, 2014.

Accessibility Accommodations

Individuals who are deaf or hard-of-hearing may e-mail the Office of Grants Management at grants@arts.gov or call (202) 682-5496 TTY.

Individuals who do not use conventional print or electronic media may access the information in this document by contacting the Office for Accessibility at accessibility@arts.gov or call (202) 682-5532 for help acquiring an audio recording of these General Terms or any other National Endowment for the Arts publication.

TABLE OF CONTENTS

Important Information Regarding Accepting a National Endowment for the Arts Award	1
1. Applicability.....	1
2. Your Responsibilities	1
3. Acknowledgment of National Endowment for the Arts Support and Disclaimer.....	2
4. Selected Definitions	2
5. Required Registrations	4
6. Conflicts of Interest and Criminal Disclosures.....	4
7. Statutory and National Policy Requirements	4
8. Financial Management and Internal Controls.....	4
9. General Procurement Standards.....	5
10. Cash Management Standards	5
11. Cost Sharing or Matching Requirements	6
12. Cost Principles.....	7
13. Travel.....	9
14. Changes in Your Project: Amendments.....	10
15. Performance and Financial Reporting.....	11
16. Property Standards: Use and Disposition	12
17. Record Retention and Access.....	13
18. Noncompliance	13
19. Closeout, Adjustments, and Continuing Responsibilities.....	14
20. Audit Requirements	15
Appendix A: National Policy and Other Legal Requirements.....	16

Important Information Regarding Accepting a National Endowment for the Arts Award

1. Applicability

1.1 The *General Terms & Conditions for Grants and Cooperative Agreements to Organizations* (General Terms, or GTCs) apply to grants and cooperative agreements (also referred to as awards) that the National Endowment for the Arts (NEA) issues to 501(c)(3) nonprofit organizations, institutions of higher education (IHEs), units of state and local governments, and Federally-recognized Indian Tribal governments.

NOTE: Awards to State Arts Agencies (SAAs) and Regional Arts Organizations (RAOs) under the Partnership program area are subject to the *General Terms & Conditions for Partnership Agreements*.

1.2 These GTCs implement Title 2 of the Code of Federal Regulations (2 CFR) *Subtitle A-Office of Management and Budget Guidance for Grants and Agreements Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200). The National Endowment for the Arts has adopted the Uniform Guidance through regulation at 2 CFR 3255.1.

1.3 The GTCs are also based on the National Endowment for the Arts legislation and established policies, along with other Federal statutes, regulations, and Executive Orders that apply to grants and cooperative agreements. Award recipients must be familiar with and comply with these requirements.

NOTE: Many citations for statutes and regulations are included in these GTCs. In most cases, more expansive information can be found at the citation location.

1.4 When applicable, Specific Terms & Conditions may be included with your award. Should there be inconsistency between requirements, the Specific Terms & Conditions supersede the GTCs.

2. Your Responsibilities

In accepting a National Endowment for the Arts award, your organization assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with any provisions included in the award; the statutes, regulations, and Executive Orders governing Federal financial assistance awards; and these GTCs, all of which are hereby incorporated into your award by reference. While we may provide you with reminders regarding award requirements, the absence of receiving such notice does not relieve you of your responsibilities.

Submission of a Payment Request constitutes your agreement to comply with all the terms and conditions of the award.

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

3. Acknowledgment of National Endowment for the Arts Support and Disclaimer

Acknowledgment of the National Endowment for the Arts must be prominently displayed in all materials and announcements for your funded project only.

- 3.1** For print materials, a basic requirement is a phrase acknowledging support from the National Endowment for the Arts using the following language: "This project is supported in part by the National Endowment for the Arts."
- 3.1.a** 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."
- 3.1.b** In addition, we encourage you to use the [National Endowment for the Arts current logo](#) whenever possible.
- 3.2** For radio or television broadcast, we require the following voice-over language: "This project is supported in part by the National Endowment for the Arts. On the web at arts.gov." For television broadcast, display of the National Endowment for the Arts logo and web address is required.
- 3.3** We reserve the right to change the language of the required acknowledgement of National Endowment for the Arts support, as well as the right to disallow the use of our logo and acknowledgement of our support.

4. Selected Definitions (2 CFR 200.0-99)

The GTCs use terminology consistent with the Uniform Guidance. Select items are summarized below; see 2 CFR 200.0-99 for additional detail.

Authorizing Official		An authorizing official is a person with the recipient organization who has authority to legally and financially bind the organization. For organizations responsible for an approved independent component/child (e.g., a University and its art museum), the authorizing official must work for the parent organization.
Closeout	\$200.16	The process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in §200.343 Closeout.
Cognizant agency for indirect costs	\$200.19	The cognizant agency for indirect costs is usually the Federal agency that regularly provides the largest dollar amount of annual funding to the recipient.
Contract	\$200.22	A legal instrument by which the recipient purchases goods or services under a Federal award.
Cost share or matching funds	\$200.29	The portion of project costs not paid by Federal funds.
Equipment	\$200.33	Tangible property having a useful life of more than one (1) year, and a per-unit cost equal to or greater than \$5,000. Generally, basic computer devices cost less than \$5,000 and are considered supplies for use and disposition purposes.

Unique Entity Identifier	(Reserved)	Currently a Dun & Bradstreet (DUNS) number is used as the unique entity identifier for applying for, and obtaining, Federal funds.
De minimis indirect cost rate	\$200.414	An indirect cost rate of 10% that non-Federal entities, which have never had a Federally-negotiated indirect cost rate agreement, can apply to their award project budget. See also "Modified Total Direct Cost Rate."
Institutions of Higher Education (IHEs)	\$200.55	Public, private, and tribal colleges and universities, but excluding for-profit institutions.
Modified Total Direct Cost (MTDC)	\$200.68	Used as a base for applying indirect costs through a Federally-negotiated indirect cost rate agreement, or the de minimis rate. Usually, "modified" means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward or contract. It excludes equipment, scholarships, participant support costs, rentals, and the portion of each subcontract in excess of \$25,000.
Non-Federal entity	\$200.69	Any entity that is not the Federal government that carries out a Federal award as a recipient or subrecipient.
Participant support costs	\$200.75	Stipends, subsistence, travel allowances and registration fees for conferences or training projects paid to or on behalf of participants or trainees. This does not include employees of the award recipient.
Period of performance	\$200.77	The start and end date of the award. Only costs and activities incurred during this time period can be charged to the award.
Recipient	\$200.86	The non-Federal entity that receives a Federal award directly from the Federal agency.
Source documentation (Financial Management)	\$200.302(3)	Documentation that provides evidence that expenditures were incurred during the approved period of performance. Documentation includes receipts, invoices, contracts, as well as copies of cancelled checks, transaction reports, bank statements, charge/debit card statements, and in-kind contribution reports.
Supplies	\$200.94	Tangible items costing less than \$5,000. Generally a basic computer device that costs less than \$5,000 is considered a supply for use and disposition purposes, regardless of the length of its useful life.
Third-party in-kind contributions	\$200.96	means the value of non-cash contributions (i.e., property or services) that— (a) Benefit a Federally-assisted project or program; and (b) Are contributed by non-Federal third parties (not the award recipient), without charge, to a non-Federal entity under a Federal award.
Unrecovered indirect costs	\$200.306(c)	The difference between the amount charged to the Federal award and the amount which could be charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

5. Required Registrations (2 CFR 25.200)

Organizations are required to have a unique entity identifier (currently a Dun & Bradstreet number, or DUNS) that reflects the organization's legal name and current, physical address. Organizations must also maintain an active registration—based on the DUNS provided in the application—in the System for Award Management (SAM.gov), from application submission through award closeout. See the *How to Manage Your NEA Award Handbook* for more information about registering and renewing in SAM.

6. Conflicts of Interest (2 CFR 200.112, 200.318) and Criminal Disclosures (200.113)

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

6.2 You are required to disclose to us any actual or potential conflicts, including but not limited to the following:

6.2.a National Endowment for the Arts Panelist. No panelist can review an application from an organization with which he or she is affiliated. In addition, if a panelist later becomes associated with a project that he or she reviewed, then he or she cannot act as an authorizing official for that project. This prohibition is in effect throughout the entire period of performance.

6.2.b National Council on the Arts member. Similarly, once an authorizing official for an organization that is an applicant or grantee is nominated to the National Council on the Arts, the authorizing official must recuse him/herself from acting in this capacity for applications and award actions, including payment requests.

6.3 You must also notify us of any violations of Federal criminal law involving fraud, bribery, or gratuity violations that potentially affect the Federal award, as noted in §200.113 and Appendix XII to Part 200. See 2 CFR 32.3254 for more information.

7. Statutory and National Policy Requirements (2 CFR 200.300)

You are responsible for complying with all requirements of the Federal award, including those based on:

7.1 National Endowment for the Arts Enabling Legislation. You are required to execute your project, (e.g., productions, workshops, programs, etc.) in accordance with the Agency's enabling legislation that requires "artistic excellence and artistic merit."

7.2 National policy requirements. You are required to adhere to all national policy requirements as outlined in Appendix A, including, but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.

8. Financial Management (2 CFR 200.302) and Internal Controls

8.1 Your financial management systems must meet standards described in §200.302(b)(1) through (b)(7), including:

- 8.1.a** Accurate identification of Federal award data, financial results, and the ability to provide source documentation upon request.
- 8.1.b** Written procedures for determining the allowability of costs and for managing payments.
- 8.2** You must establish and maintain effective internal controls over your award and provide reasonable assurance that you are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. See recommended compliance documentation (§200.303).

9. General Procurement Standards (2 CFR 200.318-.326)

- 9.1** You must use your own documented procurement standards, which reflect applicable State and local laws and regulations, when procuring personal property and services under a Federal award. Awards made after October 1, 2017, must use procurement standards consistent with the requirements described in the 2 CFR sections noted above.
- 9.1.a** You should have written procedures to ensure that contractors or recipients are not debarred or suspended prior to the payment or award of Federal funds (2 CFR 180 Subpart C).
- 9.1.b** In addition, your procurement contracts must contain provisions as described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts under Federal Awards.
- 9.2** You may be able to take advantage of the flexibilities found by using procedures for micro-purchases (§200.320(a)), which have a current threshold of \$10,000¹ or less, and small purchases (§200.320(b)), which have a current threshold of \$250,000² or less (Simplified Acquisition Threshold).
- 9.3** We may ask to review your procurement policy, plans, and other documents such as requests for proposals and independent cost estimates (§200.324).

10. Cash Management Standards (2 CFR 200.305)

- 10.1** You must have written procedures to minimize the time elapsing between the receipt and the disbursement of Federal award funds to avoid having excessive Federal funds on hand. Requests for advance payment are limited to your immediate cash needs and are not to exceed anticipated expenditures for a 30-day period (§200.305(b)(1)).
- 10.2** Payments may be withheld (§200.305(6)) if:
- 10.2.a** You have failed to comply with the terms and conditions of the award, including any Federal statutes or regulations,
- 10.2.b** You are delinquent in a debt to the United States, or,

¹ The micro-purchase base threshold (FAR 2.101) is increased to \$10,000 as of June 2018 per the National Defense Authorization Acts (NDAA).

² The simplified acquisition threshold (FAR 2.101) is increased to \$250,000 as of June 2018 per the NDAA.

10.2.c You are withholding payment to contractors to assure satisfactory completion of work on the award.

11. Cost Sharing or Matching Requirements (20 USC 954(e) and 2 CFR 200.306)

11.1 Unless otherwise stated in your grant award document or cooperative agreement, National Endowment for the Arts funds cannot exceed 50 percent of the total cost of the National Endowment for the Arts-supported project (i.e., funds must be matched one-to-one, or "dollar for dollar"). This required cost share, or match, refers to the portion of project costs not paid by Federal funds, and may include your own funds, donations, non-Federal grants and other revenue.

Costs supported by both the National Endowment for the Arts funds and cost share/matching funds approved in your project budget must conform to all the requirements of the Federal award (§200.306(b)).

11.2 Use of Third-Party In-kind Contributions (§200.306(d-j)). If you include in-kind third-party (i.e., not your own) contributions as part of your cost share or match, they must also be included as direct costs in your project budget so we can determine their allowability, and reflected as such in your accounting records. Volunteer and donated services, goods, property, or space must be documented and their fair market value determined per the Uniform Guidance. Although you may use in-kind contributions to meet the required match, you cannot be reimbursed by the National Endowment for the Arts for goods or services that were provided to you on an in-kind basis.

11.3 Use of Unrecovered Indirect Costs for Cost Sharing or Matching (§200.306(c)). Unrecovered indirect costs may be included as part of the cost share/match for an award if you have a current Indirect Cost Rate (or Facilities & Administrative/F&A) Agreement with a Federal agency.

11.4 Use of Program Income (§200.307).

11.4.a Income earned during the period of performance that results from activities supported through a National Endowment for the Arts award is considered to be program income. These earnings can include, but are not limited to, income from fees for services, admission fees, or the use or rental of property (space, equipment, etc.)

11.4.b Per §200.307(e)(3) and (f), the National Endowment for the Arts allows program income to be used as part of the cost share/match for allowable expenses of the NEA-supported project, or for other eligible projects in the arts conducted by your organization.

11.5 Ineligible Matching Resources. These items are *not* eligible to meet your cost share/matching requirement:

11.5.a Other Federal funds, including other National Endowment for the Arts funds (§200.306(b)(5)). This includes Federal funds that have been subgranted or disbursed to you from your State Arts Agency or another organization. You should consult your award notice from your State Arts Agency or other organization to determine if any portion of their award to you includes funds from a Federal agency.

11.5.b Resources that have been used to match another National Endowment for the Arts award or other Federal program (§200.306(b)(2)).

11.5.c Contributions or gifts provided to your organization that are restricted and cannot be used to support the project.

11.5.d Gifts (bequeathed or otherwise) which are not available to your organization during the award period of performance.

12. Cost Principles (2 CFR §200 – Subpart E)

12.1 The allowability of costs for work performed under your NEA award is determined in accordance with the appropriate NEA guidelines and the Uniform Guidance Subpart E-Cost Principles. All costs included in the approved project budget or reported on payment requests and financial reports for the award, whether supported with Federal or required cost share/matching funds or any voluntary cost share, must be:

12.1.a Necessary and reasonable for the performance of the Federal award.

12.1.b Allocable and in conformance with these cost principles.

12.1.c Consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the non-Federal entity.

12.1.d Accorded consistent treatment as either a direct or indirect cost.

12.1.e Determined in accordance with generally accepted accounting principles (GAAP).

12.1.f Not included as a cost or used to meet cost sharing or matching requirements of any other Federally-financed program.

12.1.g Adequately documented for reporting and audit purposes.

Where the determination of cost allowability differs, the National Endowment for the Arts guidelines and GTCs (and any Specific Terms & Conditions, as appropriate) take precedence over the Uniform Guidance.

12.2 Unallowable costs based on National Endowment for the Arts legislation and policy. The following items of cost are unallowable per the NEA's enabling legislation and/or unallowable as a matter of agency policy, as outlined in NEA guidelines:

12.2.a Awards to individuals or organizations to honor or recognize achievement (P.L. 111–88, October 30, 2009, Sec. 438 (2)). However, fees for artists or arts organizations who provide services or goods to you under the Federal award are allowable.

12.2.b Cash reserves and endowments (NEA guidelines).

12.2.c Construction, purchase, or renovation costs of facilities or land (NEA guidelines). However, costs associated with predevelopment, design fees and community planning, as well as preparing exhibit space, setting a piece of public art, etc., may be allowable.

12.2.d Costs to bring a project into compliance with Federal award requirements (NEA guidelines).

12.2.e Compensation to foreign nationals, 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 (OFAC Sanctions/NEA guidelines).

12.2.h Subgranting or regranting (P.L. 111–88, October 30, 2009, Sec. 438 (2)).

12.2.i Visa costs paid to 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.

12.3 Updates and Clarifications. Selected items of cost under 2 CFR Part 200 that have been clarified or updated include:

12.3.a Conferences (§200.432). Costs of conferences (including meetings, seminars, workshops or other events whose primary purpose is dissemination of technical information), are still generally allowable, however:

- i. Conference sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed in a manner that minimizes costs to the Federal award.
- ii. Costs associated with activities that generally occur at a closing meal, or a reception at the end of the working day, are unallowable. These activities also often have alcohol associated with them and/or are of a social nature, which are prohibited under Federal awards (see also 13.3.b. Entertainment.)

12.3.b Entertainment (§200.438). Entertainment, including amusement and social activities such as receptions, parties, galas, dinners, etc., and any associated costs including catering, alcoholic beverages, as well as costs for planning, staffing, supplies, etc., are unallowable.

12.3.c Fundraising (§200.442). A percentage of salaries and fringe benefits for development or fundraising staff, or fees to contractors who raise funds to implement the National Endowment for the Arts project during the period of performance may be allowable costs. However:

- i. Salaries or contracts for general fundraising activities or events, including those for donors, or that benefit the organization as a whole, are unallowable.
- ii. Costs associated with activities such as galas or parties are unallowable (see also 13.3.b Entertainment.)

12.3.d Home Office Workspace (§200.465(c)(6)). Rental of any property owned by any individuals or entities affiliated with the non-Federal entity for purposes such as a home office workspace is unallowable.

12.3.e Indirect (Facilities & Administration or F&A) Costs (§200.414). Award recipients may claim indirect costs based on:

- i. A current and appropriate indirect cost rate negotiated with your Federal Cognizant Agency, or;
- ii. A de minimis rate. For awards issued after October 1, 2014, an organization that has never received a Federally-negotiated indirect cost rate agreement may charge a de minimis rate of 10% on modified total direct costs (§200.414 (f)). This must be included on your approved project budget.

NOTE:

You cannot claim both direct overhead/administrative costs and a negotiated or de minimis indirect cost rate.

Research rates can only be used on National Endowment for the Arts Office of Research awards.

More information about indirect costs for a National Endowment for the Arts award can be found in the *How to Manage Your NEA Award Handbook*.

- 12.3.f Goods for resale.** Costs of goods for resale are unallowable. This includes the sale of concessions, promotional merchandise, or items purchased for sales, even if related to your programming. It also includes any associated staffing or facilities costs. However, costs of items that are produced as part of the approved project activity (e.g. publishing books or exhibition catalogs, or making recordings or films) and that are incurred during the period of performance are allowable.

13. Travel

Travel costs are expenses for transportation, lodging, subsistence, and related items incurred by those who are on official business attributable to work under an award and in accordance with your entity's written travel reimbursement policies.

- 13.1** Any airfare charged to the award, whether domestic or foreign, may not exceed the value of the basic least expensive unrestricted accommodations class offered by a commercial carrier (\$200.474(d)).

13.2 Fly America Act (41 CFR 301-10.131 through .143)

- 13.2.a** You are required to follow the provision of the Fly America Act. The regulations regarding the Fly America Act are available at 41 CFR 301-10.131-143. Any air travel paid in whole or in part with National Endowment for the Arts 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.

- 13.2.b** For travel under an air transport agreement (code share agreement) the ticket, or documentation for an e-ticket, must identify the U.S. flag carrier's designator code and flight number, e.g. American Airlines (AA) 1606 operated by Air France.

- 13.2.c** There are some exceptions to the Fly America Act, see 41 CFR 301-10.135-138. If you do use a foreign air carrier you must provide us with a certification, including a justification as to why your travel met one of the exceptions. We may request additional information if necessary.

Lower cost, convenience, or traveler preferences are NOT acceptable reasons for using a foreign air carrier.

- 13.3 Foreign Travel.** Foreign travel is defined as any travel outside the United States, its territories and possessions, and Canada and Mexico. The Office of Grants Management must provide written approval for all foreign travel not originally approved in your award before travel is undertaken.

While travel requests to Mexico and Canada that are project related, allocable, and allowable do not require prior written approval from the National Endowment for the Arts before being undertaken, the Fly America Act does apply.

14. Changes in Your Project: Amendments (2 CFR 200.308)

14.1 You are required to carry out a project consistent with the application or proposal approved for funding by the National Endowment for the Arts. Amendment requests are considered on a case-by-case basis, and approval is not guaranteed. Until you receive written approval from the Office of Grants Management, you may only incur costs consistent with the terms and conditions of the award in effect at the time of your request.

Detailed information about how to request an amendment can be found in the *How to Manage Your NEA Award Handbook*.

14.1.a We have the right to request additional information, such as updates on specific project activities, including a revised budget or an itemized list of actual expenditures, as needed.

14.1.b If your organization is undergoing an audit by the National Endowment for the Arts Inspector General's office, amendments of the award(s) in question will not be approved independent of the audit resolution process.

14.2 The following types of amendments **require written approval from the Office of Grants Management**:

14.2.a Period of performance changes. This may include a new start date (no earlier than the earliest allowable start date per the guidelines), as well as an end date extension.

14.2.b Final report filing extension. This may include the Final Descriptive Report, Federal Financial Report, Geographic Location of Project Activity Report, and if required, a work product.

14.2.c Project scope changes. These include changes to the approved project activities, focus of content, significant changes in targeted participants, and changes in the breadth or impact of projects. These also include:

- i. Changes in artists or key partners, if they were specifically identified as confirmed in the application or project budget.
- ii. Changes in an activity's location that may impact historic buildings or sites.
- iii. Changes in the primary partner for Our Town grantees or other National Endowment for the Arts funding opportunities where primary partners are required.
- iv. Changes in the lead researcher for Art Works-Research grantees.

14.2.d Budget Revisions.

- i. Budget changes due to a change in the scope of the National Endowment for the Arts-supported project.
- ii. Adding permanent equipment.
- iii. Adding foreign travel.
- iv. Adding indirect/F&A costs allowable under a Federally-negotiated rate.

14.3 The following changes **do not** require written approval from us:

14.3.a Project activities.

- i. Changes in organizational management/project administration (unless specified in your award document).
- ii. Changes in artists, participants, or project partners that were not identified specifically in the approved project. (This is common with festivals.)
- iii. Addition or removal of auxiliary programming as long as it does not impact the overall project scope.
- iv. Changes in project venues or touring locations, as long as: all project locations are fully accessible in compliance with Section 504 and the ADA, or specific accommodations will be made appropriately; and, the constituency to be reached is the same as originally approved.

14.3.b Budget revisions.

- v. Transfers among direct cost line items.
- vi. Elimination or addition of an allowable project cost that does not affect the scope of the award.
- vii. Replacement of in-kind match with cash match or other changes in match sources, as long as they meet all other cost share requirements.

14.4 Declining an Award. You may decide to decline the award after it has been made. Please see the *How to Manage Your NEA Award Handbook* for instructions.

15. Performance and Financial Reporting (2 CFR 200.327-328)

More information can be found in the *How to Manage Your NEA Award Handbook*. **Report forms and instructions are also on our website.**

15.1. Progress Report (20 USC 954(j)). A progress report is required once the cumulative amount of National Endowment for the Arts funds requested exceeds two-thirds of the award amount. This information is most often reported on the payment request form submission, and must be approved before we release funds that exceed this amount.

15.2 Specific Reporting Requirements (§200.207). We may require you to submit certain information before funds can be released (e.g., verification of compliance with NEPA/NHPA requirements, a signed contract, in-kind documentation, an itemized list of actual expenditures to date, etc.) or at other times during the project. These Specific Terms & Conditions will be included in your award notification when applicable.

15.3 Final Reports (§200.343). To close out your award you must submit the following no later than 90 days after the period of performance end date:

15.3.a A Final Descriptive Report (FDR) that provides us with information on the performance of your award activities and associated data,

15.3.b A Federal Financial Report (FFR),

15.3.c Geographic Location of Project Activities report and,

15.3.d Any required work product(s) as identified.

15.4 Failure to submit the required final reports for any award(s) renders you ineligible to receive National Endowment for the Arts funding for five (5) years following the final report due date of the award(s) or until

the delinquent final reports are submitted, whichever occurs first. Acceptability of final reports may also affect eligibility for new awards. These failures may also affect our ability to release funds on any other open awards.

- 15.5** For awards issued from October 1, 2014, to September 30, 2017, failure to submit required and satisfactory final reports within 210 days after the period of performance end date will result in the withdrawal of any funds remaining on that award and the award will be closed out (see **19. Closeouts, Adjustments, etc.**). [Rev. 6.12.18]

For awards issued after October 1, 2017, the required final reports must be received within 150 days after the period of performance end date, and must be determined to be acceptable. Failure to do so will result in the actions as noted above.

16. Property Standards: Use and Disposition

- 16.1** Property may include commissioned, purchased, or fabricated art work(s) approved under the National Endowment for the Arts award. 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. One example of similar activity is selling the art work to another museum or visual art center with the intention that it will be available to the public. It may not be de-accessioned to a private collector where it would no longer be on view to the public.

- 16.2 Equipment** (§200.313) includes tangible, nonexpendable, personal property having a useful life of more than one (1) year that costs \$5,000 or more per unit that you have been approved to purchase under the National Endowment for the Arts award.

You are strongly encouraged to purchase American-made equipment in accordance with the "Buy American Act" (41 USC 8301-8305).

Unless otherwise specified, you will have title to equipment commissioned, purchased, or fabricated under the award, without further obligation to the Federal government, provided that it will be used for activities similar to those approved by us. Items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the National Endowment for the Arts (2 CFR 313(e)(1)).

- 16.3 Supplies** (§200.314) include computing devices (§200.453). If there is a residual inventory of unused supplies, including computing devices purchased for \$5,000 or less per unit, you may retain them without further obligation to the Federal government, provided that they will be used for activities similar to those approved by us.

16.4 Intangible Property (§200.315).

- 16.4.a** You may copyright any material that is subject to copyright and was developed, or for which ownership was acquired, under the National Endowment for the Arts award during the period of performance. For procedural information, visit the U.S. Copyright Office at www.copyright.gov.

- 16.4.b** We reserve 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. We also have the right to authorize others to do the same (§200.315 (d) and (e)).

16.4.c We strongly recommend that any publication that results from this 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 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/>.

17. Record Retention (2 CFR 200.333) and Access

17.1 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final Federal Financial Report (FFR).

Exceptions include if litigation, claim, or audit is started before the expiration of the three-year period, or if we notify you in writing to extend the retention period.

17.2 Standards for Documentation of Personnel Expenses (§200.430(i)(1)). Charges to Federal awards for salaries and wages 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 Federal funds and cost share/matching requirements. We may require personnel activity reports or equivalent documentation if necessary (§200.430(i)(8)). Also see 1.1.2 regarding in-kind.

17.3 Records for equipment must be retained for three (3) years after final disposition (§200.333(c)).

17.4 Access to Federal award information.

17.4.a During the period of performance and the subsequent retention period, the National Endowment for the Arts Inspector General, the Comptroller General of the United States, or any of our authorized representatives has the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to your personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but last as long as records are retained (§200.336).

17.4.b Federal award-related information should be collected and stored in open and machine-readable formats whenever practicable (§200.335). In addition, restrictions on public access are generally limited to protected personally identifiable information (PII) and other FOIA and applicable exemptions (§200.337).

18. Noncompliance

18.1 Remedies (§200.338). If you fail to comply with Federal statutes, regulations, or the terms and conditions of our award, we may impose additional conditions, as described in §200.207. If we determine that noncompliance cannot be remedied by imposing additional conditions, we may take one or more of the following actions, as appropriate in the circumstances:

18.1.a Temporarily withhold cash payments pending correction of the deficiency, or more severe enforcement action.

18.1.b Disallow the use of National Endowment for the Arts funds or your cost share/match for the unallowable costs or activities.

18.1.c Wholly or partly suspend or terminate the National Endowment for the Arts award.

18.1.d Initiate suspension or debarment proceedings as authorized under 2 CFR 180 and our regulations at 2 CFR 32.3254.

18.1.e Withhold further National Endowment for the Arts awards.

18.1.f Take other remedies that may be legally available.

18.2 Termination (§200.339). There are circumstances under which we may determine that it is in the best interest of the government to terminate an award before its end date. Grants and cooperative agreements may be terminated in whole or in part:

18.2.a By us, if you fail to comply with the terms and conditions of a Federal award;

18.2.b By us, for cause;

18.2.c By us, with your consent, in which case we will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

18.2.d By you, upon sending us written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if we determine that the reduced or modified portion of the award will not accomplish the purposes or which it was made, we may terminate the award in its entirety.

18.3 We reserve the right to take additional actions such as requiring you to return a portion or all of the award funds, requesting that you remove acknowledgement of National Endowment for the Arts support, recommending government-wide suspension, or taking other legally available remedies. You will be notified of such actions and be given an opportunity to provide information and come into compliance.

18.4 Government-wide suspension and debarment will follow a process in conjunction with our Office of Inspector General (§200.341).

19. Closeout, Adjustments, and Continuing Responsibilities (2 CFR 200.343-344)

Upon receipt and approval of all final reports, the agency will close out your award. This includes the deobligation of any unused funds as reported on your Federal Financial Report. Closeout will also occur even if reports aren't received or are determined to be unacceptable (see 15.4 and 15.5).

19.1 If you need to return National Endowment for the Arts funds that you are not using, or you are not going to draw down all of the NEA award funds, follow the instructions in the *How to Manage Your NEA Award Handbook*.

19.2 The closeout of a Federal award does not affect any of the following:

- 19.2.a** Our right to disallow costs and recover funds on the basis of a later audit or other review within the record retention period.
- 19.2.b** Your obligation to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- 19.2.c** Audit requirements if you must have a Single or Program-Specific Audit (see below).
- 19.2.d** Records retention as required in §200.333.

20. Single 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. If your organization meets or exceeds this threshold, a percentage of Single Audits costs may be included in your award budget. Otherwise, audit costs are unallowable.

If you have questions about a Single Audit, contact the Office of Inspector General at (202) 682-5402 or oig@arts.gov.

Appendix A: National Policy and Other Legal Requirements, Statutes, and Regulations that Govern Your Award

1. Nondiscrimination Policies

As a condition of receipt of Federal financial assistance, you acknowledge and agree to execute your project, and require any contractors, successors, transferees, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1.a Title VI of the Civil Rights Act of 1964, as amended, and implemented by the NEA at 45 USC 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 USC 2000d et seq.)

1.b 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/foia/reading-room/nea-limited-english-proficiency-policy-guidance.

1.c 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 USC 1681 et seq.)

1.d 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 USC 6101 et seq.)

1.e 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 USC 12101-12213).

1.f 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 activity receiving Federal financial assistance (29 USC 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.

Section 504 - Self-Evaluation and Additional Resources

- i. 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 Civil Rights Office has a *Section 504 Self Evaluation Workbook*. The workbook is located at www.arts.gov/about/504Workbook.html.

- ii. You should designate a staff member to serve as a 504 Coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three (3) years from the date the Federal Financial Report (FFR) is filed, and made available to the public and the National Endowment for the Arts upon request. The NEA may request the 504 Workbook or your compliance documents for various potential scenarios including an Inspector General audit and/or civil rights investigation.
- iii. *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. This Handbook and other resources may be downloaded from the National Endowment for the Arts website at www.arts.gov/accessibility/resources/publications-checklists. If you have questions, contact the Office of Accessibility at accessibility@arts.gov; (202) 682-5532; FAX (202) 682-5715; or TTY (202) 682-5496.

2. Environmental and Preservation Policies

2.a The National Environmental Policy Act of 1969, as amended, applies to any Federal funds that would support an activity that may have environmental implications. We may ask you to respond to specific questions or provide additional information in accordance with the Act. If there are environmental implications, we 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 USC Sec. 4332.

2.b The National Historic Preservation Act of 1966, as amended, 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. We 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. Agency review must be completed prior to any agency funds being released. You may be asked to provide additional information on your project to ensure compliance with the Act at any time during your award period (16 USC 470).

Other National Policies

3. Debarment and Suspension. You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the National Endowment for the Arts in 2 CFR 32.3254.

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.

In these circumstances, we may need to act quickly to protect the interest of the government by suspending your funding while we undertake an investigation of the specific facts. We may coordinate our suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in your debarment from receiving Federal funding government-wide for up to three (3) years.

4. The Drug Free Workplace Act requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code). You must notify the National Endowment for the Arts Office of Grants Management of any employee convicted of a violation of a criminal drug statute that occurs in the workplace (41 USC 701 et seq. and 45 CFR 1155).

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

5.1 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 his 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 USC 1913).

5.2 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.

5.3 Certification Regarding Lobbying to Obtain Awards. Section 319 of Public Law 101-121, codified at 31 USC 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.

6. 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.

Information about the laborers and projects that fall under DBRA can be found in the Department of Labor's Compliance Guide at www.dol.gov/compliance/guide/dbra.htm. 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).

7. 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 the Act (25 USC 3001 et seq.).

8. 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 on how to implement this requirement and suggested resources, see www2.ed.gov/policy/fund/guid/constitutionday and <http://thomas.loc.gov/teachers/constitution.html>.

9. Prohibition on use of funds to ACORN or its subsidiaries. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427).

Applicant Name: Mervin Tamayo

Application Number: 2021-006

Project Title: "Miss Saigon Musical"

Installments: (initial 50%, midway 25%, final 25%)

Amount Awarded: \$7,000

Project Period: July 1, 2021, to September 5, 2021

Project Purpose: The project is 'Miss Saigon Musical' a community musical theater performance to commemorate Guam's unique participation in the Vietnam War refugee evacuation (Operation New Life, 1975), military personnel from Guam", and the Vietnamese community of Guam.

Program Coordinator assigned this grant – Mark Duenas, PC I