

**A RESOLUTION
2020-14**



**City of Berlin
NEW HAMPSHIRE**

In the Year of Our Lord Two Thousand Twenty

A RESOLUTION authorizing an application to the New Hampshire Humanities CARES Grant #CARES-55 for \$10,000.00 and, upon approval, appropriating these funds to the FY2020 Berlin Public Library Budget.

Resolved by the City Council of the City of Berlin as Follows:

Whereas, the Berlin Public Library's has a need to revise its processes to ensure continued service to the public in light of CDC guidelines relative to COVID-19; and

Whereas, since public access to the interior of the library building is limited to a designated book pick-up/return area and a process for cleaning and sanitizing has been developed; and

Whereas the use of downloadable books has increased and the cost of this service is use-driven, and we anticipate the cost of the service to increase upon renewal; and

Whereas, the Library will adapt its gated, outdoor area for increased open- air reading and remote Internet work space and to do so, they will need to purchase furniture, tablets, laptops, additional WIFI capacity and hand sanitizing equipment.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Berlin, NH that an application to the NH Humanities CARES Grant is hereby authorized. Upon approval of the grant, \$10,000.00 shall be appropriated to the FY 2020 Berlin Public Library budget for the purpose of the grant.

Be it further resolved that the City of Berlin accepts the terms of the grant and grant agreement as presented and that the City Manager is authorized to do all things necessary to effectuate the grant.

This resolution shall be in full force and effect from and after passage.

PASSED: _____
July 6, 2020

APPROVED: _____
Honorable Mayor Paul Grenier

ATTEST: _____
Shelli Fortin, City Clerk



CARES Act Operating Support Grant Agreement

Grantee: Berlin Public Library
Grantee Address: 270 Main Street, Berlin, NH 03570
DUNS Number: 73977944
NHH Grant Number: CARES-55

In accepting this New Hampshire Humanities ["NHH"] CARES Act Operating Support Grant, Grantee agrees to the following provisions, procedures and legal requirements:

Outright Grant Amount: \$10,000
Grant Period: **May 1, 2020 to September 30, 2020**
Final Report Due: **September 30, 2020**

These federal funds are considered a subaward of federal money granted to New Hampshire Humanities by the National Endowment for the Humanities as appropriated by Congress via the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). This award is subject to the rules and regulations of the Federal Office of Management and Budget (OMB). The allowability of costs and cost allocation methods for work performed under this agreement will be subject to the Uniform Grant Guidance (Omni-Circular – 2 CFR Part 200) of the OMB. Your records are also subject to an audit by our office.

New Hampshire Humanities Council NEH Award	
Federal Award ID Number (FAIN)	SO-263445-19
CFDA Number	45.129

A. Grant Accounting, Records, Reports

1. Grantee agrees to maintain records and accounts consistent with generally accepted accounting principles and provide for such fiscal control as is necessary to assure proper disbursement of, and accounting for, project funds.
2. Grantee certifies that accounts and supporting documentation relating to grant expenditures will be adequate to permit an accurate and expeditious audit. New Hampshire Humanities, its designated representatives, or any appropriate agency of the United States Government may make an audit at any time.
3. Grantee will maintain these records and accounts for not less than three years after acceptance by NEW HAMPSHIRE HUMANITIES of Grantee's final report; or, at its option, it may forward such records and accounts to New Hampshire Humanities after acceptance of the final report.

B. Limitations on the Use of Grant Funds

1. Grant funds must be used for federally allowable costs obligated during the grant period. Obligations outstanding as of the official termination date shall be liquidated within 30 days thereafter.

2. NHH has a reversionary interest in all funds which are determined to have been improperly applied. Funds remaining uncommitted at the end of the grant period must be returned with the final financial report by check payable to New Hampshire Humanities.

C. Collection and Use of Information

1. In cases where Grantee collects information from the public (as by interview or questionnaire) in connection with the project funded through this grant, he/she may not, without prior approval from the National Endowment for the Humanities, represent in any way that the information is being collected by or for a Federal agency.
 2. In all advertising, publicity, brochures, programs and other printed materials, in opening statements of meeting and conferences, and in all audio-visual media materials, Grantee shall specify that the programs is "funded" or "made possible" by a grant from New Hampshire Humanities and the National Endowment for the Humanities, using these entities' logotypes.
 3. Grantee may publish the results of grant activity, provided that any such publication includes in an appropriate place a statement that its findings and conclusions do not necessarily represent the views of New Hampshire Humanities nor of the National Endowment for the Humanities. At least two copies of any printed publication must be furnished to the National Endowment for the Humanities and to New Hampshire Humanities.
 4. The United States Government and New Hampshire Humanities have non-exclusive copyright and license to use and reproduce for government purposes, without payment, any publishable matter arising out of grant activities, unless specific exception is made under the "Special Provision" section of this contract. This provision includes films, videotapes, recordings, photographs, film strips, slide programs, printed matter, and any other item produced in connection with this project.
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5. All copies of any printed, audio-visual, or other materials produced under this grant are the property of Grantee, unless specific exception is made under the "Special Provisions" section of this contract. Grantee shall deliver at least two copies of any material produced to New Hampshire Humanities along with the final project report.

D. Assurances and Certifications

Grantee certifies its compliance with the following statutes and their implementing regulations, including those issued pursuant thereto by the National Endowment for the Humanities (Code of Federal Regulations, Title 45, Chapter XI):

1. Civil Rights and Nondiscrimination:

- a. Title VI of the Civil Rights Act of 1964, as amended, which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance (42 U.S.C. 2000d et seq.);
- b. Title IX of the Education Amendments of 1972, as amended, which provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving federal financial assistance (20 U.S.C. 1681 et seq.);
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance (29 U.S.C. 794);
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance (42 U.S.C. 6101 et seq.);
- e. The Americans with Disabilities Act of 1990 (ADA), as amended, which prohibits discrimination on the basis of disability in employment (Title I), state local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213);

- f. all state and local laws, statutes, rules or regulations dealing with nondiscrimination on the grounds of race, color, national origin, disability, age or sex.

2. Lobbying Activities:

- a) Grantee certifies its compliance with the Byrd Anti-Lobbying Amendment which limits use of appropriated funds to influence certain federal contracting and financial transactions (31 U.S.C. 1352);
- b) New Hampshire Humanities and the National Endowment for the Humanities are required by the provisions of its appropriations act to include the text of 18 U.S.C. 1913 in its award, cooperative agreements, and contract documents.

The text of 18 U.S.C. 1913 provides:

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. Violations of this section shall constitute violations of section 1352(a) of title 31.

3. Debarment, suspension, ineligibility, and voluntary exclusion (45 CFR 1169):

- a. The prospective lower-tier participant (Grantee) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- b. Where the prospective lower-tier participant is unable to certify the statements in the certification, such prospective participant shall attach an explanation to this proposal.

4. Labor standards – Employment of Professional Performers (29 CFR 505): Grantee assures that if it employs professional performers and related or supporting professional personnel under this agreement (including but not limited to actors, musicians, scriptwriters, designers, technicians, electricians and cinematographers)

- a. These employees will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed or similar activities (e.g. union or guild rates), and
- b. No part of any project or production which is financed in whole or in part under an NEH award will be performed or engaged in working conditions which are unsanitary or hazardous to the health and safety of the employee engaged in such project or production.

E. Final Report

Within 60 days of the grant period, award recipient will submit to New Hampshire Humanities a final report that contains:

- a. A statement summarizing the impact of the grant on the organization (programs & general operations)
- b. A summary of how New Hampshire Humanities grant funds were spent (staff salaries, payroll taxes, employee benefits, facility expenses, program related costs)

F. Indemnification


Grantee shall hold New Hampshire Humanities and its employees and agents harmless and defend and indemnify them against all claims, actions, liability, damage, loss and expense by reason of injury or death to any person or persons, or damaged property, arising or alleged to have arisen from the acts or omissions of Grantee, its employees, agents, and subcontractors.

G. Contract Modifications

No person other than the Executive Director of New Hampshire Humanities is authorized to modify any of the terms of this agreement, including the scope of performance and the cost limitations it establishes.

New Hampshire Humanities shall not be liable for any costs incurred by Grantee that are not in conformance with the terms of this agreement. Any cost reimbursed by New Hampshire Humanities, which is subsequently found under audit to be disallowable, shall be refunded to New Hampshire Humanities.

G. Signatures

New Hampshire Humanities	Date	[Grantee name]	Date
	6/21/2020		
Anthony Poore, Executive Director		[Authorizing Official name and title]	