

GRANT AGREEMENT

between the Florida Humanities Council (FHC) and
City of Fort Pierce, Florida (Grantee)



This Agreement including all attachments and the award letter, and the Grantee's original application, set forth the terms and conditions upon which the Florida Humanities Council (FHC) has awarded funds to the Grantee for the purposes specified in the approved Major Grant Application.

FHC Grant Number: GR_0214_3973_2332
The grant number must be included on all communication (including email) with FHC concerning the grant.

Grantee: City of Fort Pierce, Florida

Project Title: Final Phase - Highwaymen Heritage Trail

Date Approved: January 31, 2014

Grant Amount: \$15,000

Minimum Sponsor Cost Share: \$15,000

Grant Period: February 1, 2014 – July 31, 2015

The Grantee agrees to administer the grant in compliance with the **General Provisions** and **Certifications** which follow and any applicable **Special Conditions** as noted:

GENERAL PROVISIONS

Payee: All grant funds will be made payable to the Grantee identified above. Any changes to payee must be pre-approved by FHC upon submittal of a Grant Change Request form. Grantee and assigned Project Director are responsible for the fiscal and programmatic management of all project activities.

Release of Grant Funds: The funds to be provided may be spent only in accordance with the provisions of the Major Grant Application and budget as approved by FHC. Upon return to FHC of **ONE** signed original Grant Agreement, certification of non-profit status, and copies of legislative letters sent, funds may be requested by Grantee in accordance with the payment schedule detailed on the Cash Request Form. Any funds provided in advance and not expended according to the approved budget must be returned to FHC. Due to federal reporting requirements, grantees must also maintain an active DUNS number and SAM account in order to receive any grant funds. Please refer to the attached Federal Guidelines for more information.

Changes: The Major Grant Application submitted by Grantee is part of this contract and Grantee will carry out the project as set forth in the approved application, during the grant period specified and within the budget shown for the items covered by the FHC grant. Any significant changes to the scope or objectives of the project, the duration of the project, or the project budget must be approved in writing by FHC. FHC must also be notified if a change in project director will occur. Unapproved changes may result in loss of some or all funds covered by this agreement. Grantee must submit a Grant Change Request Form to FHC for any expected grant changes.

Financial Records / Sponsor Cost Share: It is advisable that the Grantee maintain a separate ledger account for this grant. A summary of all grant expenditures must be recorded and reported on the appropriate FHC financial form. All receipts and other financial records, including documentation of all in-kind contributions, must be kept by grantee for potential audit for a period of at least five years after the grant closes. Grantee is also required to document a minimum one-to-one match (cost share) for all FHC grant dollars expended. Financial reporting forms will be provided by FHC.

Limitations on the Use of Grant Funds: Depending on classification of sponsoring organization, grantee must comply with all allowable cost principles outlined in either OMB Circular A122, *Cost Principles for Nonprofit Organizations* or OMB Circular A-21 *Cost Principles for Educational Institutions*. In addition, grant funds may only be obligated during the specified grant period and in accordance with the originally approved grant application budget. Grantee must also comply with the current list of unallowable expenses published on the FHC website.

Fees or Charges: No admission or other fees may be charged to any participant in any activities conducted under this grant unless specifically approved by FHC.

Collection and Use of Information: Where information is collected from the public in connection with this grant (as by interview, questionnaire, or evaluation), it may not, without prior approval from FHC and NEH, be represented as being collected for FHC, NEH or other federal agency.

Right to Reproduce: The federal government and FHC reserve a non-exclusive license to use and reproduce, without payment, any produced materials, including copyrighted material, arising out of grant activities.

Acknowledgement of Support and Disclaimer: Awarded funds are provided by the Florida Humanities Council through a grant from the National Endowment for the Humanities (NEH). All materials publicizing or resulting from award activities must contain an acknowledgement of FHC and NEH support and carry the appropriate FHC logo found on the FHC website. The acknowledgement must also include the following statement:

“Funding for this program was provided through a grant from the Florida Humanities Council with funds from the National Endowment for the Humanities. Any views, findings, conclusions or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of the Florida Humanities Council or the National Endowment for the Humanities.”

Termination: FHC reserves the right to terminate this agreement at any time if, in sole discretion, it determines that the Grantee has made any misrepresentations, has in any way misappropriated grant funds, or has done anything inconsistent with the grant purpose/agreement. If within one year, the project has not started or no funds have been requested, the award may also be terminated.

Reporting Requirements: Grantee must submit required Interim and Final narrative and financial reports on forms to be provided by FHC. All final reports must be submitted within 60 days of the last grant-funded activity or the closing date of the grant period, whichever occurs first. Grant forms and resources, including publicity materials, can be found on the FHC website (www.flahum.org/grantforms).

Because all funds awarded by FHC are provided by the National Endowment for the Humanities, FHC is required to provide the following federal funding information to all grantees:

Award CFDA #: 45.129
NEH grant award #: SO-50410-11

CERTIFICATIONS

By signing this Agreement, Grantee certifies compliance with the following government-wide requirements:

1. **Uniform Administrative Requirements:** The uniform administrative requirements of the Office of Management and Budget Circular A-110 (2 CFR Part 215) apply to all grant recipients.
2. **Non-Profit Status:** Grantee certifies that the sponsoring organization is not an agency of the federal government, a for-profit business, or an individual. Grantee will also provide official documentation (i.e. Articles of Incorporation, IRS determination letters, By-Laws, Constitutions, etc.) which demonstrate that the organization is either an unincorporated association, a non-profit or not-for-profit corporation.
3. **Nondiscrimination Statutes:** Grantee certifies that it will comply with the following non-discrimination statutes and their implementing regulations:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.)
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - c. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
3. **Lobbying Activities:** Grantee certifies that it will comply with the Byrd Anti-Lobbying Amendment as described in (31 U.S.C. 1352) and (18 U.S.C. 1913)
4. **Drug-Free Workplace Requirements:** Grantees are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
5. **Debarment and Suspension:** Grantees are prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency (2CFR Parts 180 and 3369)
6. **Labor Standards:** Grantees are subject to the labor standards set forth in 29 CFR Part 505 and the Davis-Beacon Act as amended (40 U.S.C. 276a through 276a-5)

SPECIAL CONDITIONS

No Special Conditions have been placed on this grant by the FHC board of directors.

REQUIRED SIGNATURES

In signing this Agreement, the signatories below acknowledge that they have been authorized by the Grantee agency to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Grant Agreement and will conform to all applicable government-wide requirements and special conditions noted above. Signatories also certify that the Grantee has, and will maintain, a current DUNS number and SAM account throughout the grant period.

Project Director signature

Fiscal Officer signature

Printed Name

Printed Name

Title

Title

Date

Date



Janine Farver, Executive Director, Florida Humanities Council / Date

2-1-14

