

GRANT AGREEMENT

between the Florida Humanities Council (FHC) and
The Frank C. Ortis Art Gallery & Exhibit Hall, City of Pembroke Pines (Grantee)



This Agreement including the award letter and all attachments set forth the terms and conditions upon which the Florida Humanities Council (FHC) has provided funding to the Grantee for the purposes specified in the approved 2019 Community Project Grant application.

Agreement Number: GR_0719_4662_2559

The Agreement number must be included on all communication (including emails and invoices) with FHC.

Grantee: The Frank C. Ortis Art Gallery & Exhibit Hall, City of Pembroke Pines

Project Title: Pembroke Pines Timeline and Exhibit

Agreement Period: July 1, 2019 – July 1, 2020

Agreement Amount: \$5000

Minimum Cost Share: \$5000

Grantee agrees to administer the approved project in compliance with the **General Provisions, Reporting Requirements and Certifications** which follow.

GENERAL PROVISIONS

Payee: All funds will be made payable to the Grantee identified above. Any changes to payee must be 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 Community Project Grant application and budget as approved by FHC. Upon return to FHC of ONE signed original Grant Agreement, 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.gov account in order to receive any grant funds.** Refer to the attached Federal Guidelines for more information.

Changes: The application submitted by the 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: Grantee must provide a final financial report detailing expenditure of all FHC funds as well as a minimum 1:1 cost share. 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 Agreement closes. **Cost share.** FHC requires that all funds be matched (cost share) with at least an equal amount of cash and/or in-kind good and services. Cost share includes any cash expenditures for project implementation that are not covered by FHC funds as well as any in-kind goods and/or services to be received. Any program income earned as a result of these contracted funds may also be used to meet the cost share requirement. Cost share may include indirect costs (overhead) totaling no more than 15% of the contracted funds.

Limitations on the Use of Funds: Grantee must comply with all allowable cost principles outlined in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. In addition, funds may only be obligated during the Agreement period and in accordance with the approved 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 program 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 FHC funds, or has done anything inconsistent with the signed Agreement. If within one year, the project has not started or no funds have been requested, the Agreement may also be terminated.

REPORTING REQUIREMENTS

Grantee must electronically submit required final reports in their on-line account within 60 days of the last grant-funded activity or the closing date of the grant period, whichever occurs first. Because funds contracted by FHC are federal dollars provided by the National Endowment for the Humanities, grantee must maintain an active DUNS number and SAM.gov account. Please refer to the attached guidelines for more information. FHC is also required to provide the following federal funding information to all grantees:

Sub-recipient Name and DUNS number: The Frank C. Ortis Art Gallery & Exhibit Hall, City of
Pembroke Pines 138921056

Federal Agency Identification Number: SO-253160-17

Award date: 11/01/16

Sub-award period of performance: 07/01/19 – 07/01/20

Amt of federal funds obligated by this action: \$5000

Amt of federal funds awarded to sub-recipient: \$5000

Total amount of FHC federal award: \$4,311,890

Federal award project description (FFATA): State Humanities Program

Name of Pass Thru Entity (PTE): Florida Humanities Council, Inc (FHC)

Contact Information for FHC: Patricia Putman, Associate Director
599 2nd St South St. Petersburg, FL 33701
727/873-20004 pputman@flahum.org

CFDA #: 45.129

CFDA Title: Promotion of the Humanities Federal-State Partnership

Indirect Cost Rate for the Federal Award: N/A

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) * **see additional info below**
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213)
4. **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)
5. **Drug-Free Workplace Requirements:** Grantees are required to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.
6. **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)
7. **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)

*** Accessibility:** As part of this Agreement, Grantee agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. Resources available to ensure compliance with these regulations can be found at:

<http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>

Grantees are encouraged to use the provided symbols to promote and publicize accessibility of your facilities, programs and other activities for people with various disabilities.

REQUIRED SIGNATURES

By signing this Agreement, the signatories below acknowledge that they have been authorized by Grantee to sign on its behalf and that they have read, understood and agree to the terms and conditions of the Agreement and will conform to all applicable government-wide requirements and special conditions noted within.

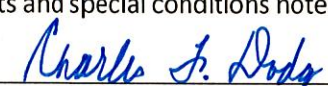
Project Director signature (required)


Printed Name

Title


Date

 7/1/19
Patricia Putman, Associate Director, Florida Humanities Council / Date


Additional Authorization
(only if required by sponsoring organization)


Printed Name


Title

 7/15/19
Date

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 7-11-19

