

1. Requested Motion:

Meeting Date: March 15, 2010

Authorize execution of the Florida Humanities Council Grant Agreement in the amount of \$22,637 for the *Stories Beneath Our Feet: Explore a Calusa Shell Mound Project*.

Why the action is necessary:

The receipt of \$22,637 in funds from the Florida Humanities Council (FHC) to further the completion of the Shell Mound Exhibit at Mound House is contingent upon execution of the grant agreement.

What the action accomplishes:

The grant funds from FHC fund the fabrication and installation of three interpretive panels and a 44-foot long mural of Calusa lifeways within the Shell Mound Exhibit. Cash and in-kind matches for this project are met with existing allocations, staff time, and in-kind professional services.

2. Agenda:

- Consent
 Administrative

3. Requirement/Purpose:

- Resolution
 Ordinance
 Other: Grant Agreement

4. Submitter of Information:

- Council
 Town Staff
 Town Attorney

5. Background:

Following direction received from Town Council on December 7, 2009, a grant application was submitted to FHC to fund fabrication and installation of additional shell mound exhibit components – specifically, a 44-foot long artist’s rendering of life on the site 1,500 years ago and three interpretive panels to be mounted on the glass railings inside the exhibit room. FHC contacted the Town in February to indicate that the grant request was funded in full, contingent upon execution of the attached Grant Agreement. With receipt of this funding from FHC, the unfunded portion of the shell mound exhibit is reduced to approximately \$39,000 for other interior and exterior finishes and final exhibit components.

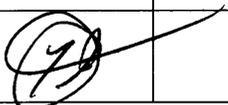
MurphyCatton, Inc. is currently under contract with the Town for the first phase of exhibit installation within the shell mound (awarded October 5, 2009). This work is scheduled for completion in the next 30 days. The additional work funded by the FHC grant before Town Council at this time can be installed beginning June 2010.

6. Alternative Action:

7. Management Recommendations:

Authorize signature of the Grant Agreement with the Florida Humanities Council.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

- Approved Denied Deferred Other

GRANT AGREEMENT
between the Florida Humanities Council (FHC) and
Mound House, Town of Fort Myers Beach (Grantee)

This Agreement and the materials included in the enclosed Major Grant Administration Handbook 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.

Grant Number: **GR-1209-3568-2169**
The grant number must be included on all communication (including email) with FHC concerning the grant.

Grantee: **Mound House, Town of Fort Myers Beach**

Project Title: **Stories Beneath Our Feet: Explore a Calusa Mound**

Date Approved: **January 29, 2010**

Grant Amount: **\$22,637**

Expected Sponsor Cost Share: **\$64,247.32**

Grant Period: **March 1, 2010 – August 31, 2011 (18 months)**

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

Release of Grant Funds: The funds to be provided may be spent only in accordance with the provisions of your Major Grant Application and budget as approved by FHC. All project directors are required to complete a conference call with FHC staff following receipt of award notification. After completion of conference call and upon return to FHC of ONE signed original Grant Agreement, copy of legislative letters, and an Event Listing Form for the first public program, funds may be requested by Grantee in accordance with the payment schedule detailed on the Cash Request Form.

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 changes to the scope or objectives of the project, the project director or fiscal officer, or the duration of the project, must be approved in writing by FHC. Unapproved changes in the scope or objectives of the project or budget may result in loss of some or all of the funds covered by this agreement.

Financial Records: It is advisable that the Grantee maintain a separate ledger account for this grant. Expenditures must be recorded and reported on the appropriate FHC financial forms. All receipts and other financial records must be kept by grantee for potential audit for a period of at least three years after the grant closes.

Sponsor Cost-Share: Records will include reasonable written estimate of the value of all in-kind contributions.

Limitations on the Use of Grant Funds: Grant funds may be obligated only during the specified grant period and in accordance with the approved Grant Application budget. Grant funds may not be used to pay costs of food, drink, entertainment, or social activities.

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

Payments: FHC will make all payments on an advance basis, with exception of final payment, and as detailed on the Cash Request Form.

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.

Final Reports: All required final reports can be found on the FHC website and must be received in the FHC office no later than 60 days after the end of the grant period.

CERTIFICATIONS

Grantee certifies that it will comply with the following nondiscrimination statutes and additional government wide requirements and their implementing regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which 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 the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance

- Title IX of the Education Amendments of 1972, as amended (20 U.S.C.1681 et seq.), which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute.
- The Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101-12213) which prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III).
- Anti-Lobbying activities as defined in (31 U.S.C. 1352) and (18 U.S.C. 1913)
- Debarment and Suspension as defined in (2 CFR parts 180 and 3369)

SPECIAL CONDITIONS

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

In signing this Agreement, the signatories below acknowledge that they have been authorized by the Grantee agency to sign on its behalf and they have read, understand and agree to the terms and conditions of the Grant Agreement.

Date

Project Director - Theresa Schober

Date

Sponsoring Official – Jack Green

2-12-10
Date



FHC Executive Director – Janine Farver