

Docket of Claims  
 Release date from 03/04/2014 thru 03/04/2014

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	141090	03/04/2014	02/18/2014			37,857.77	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	172-350-650	LIBRARY SUPPORT	FSB 2014	02/18/2014			37,857.77	
FUND TOTAL	172 Claims	to	Checks	1 Total	37,857.77 Manual		Held	Total 37,857.77

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	141093	03/04/2014	02/24/2014			185.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284970676	02/14/2014		75.18		
	176-170-605	FEB 2014 DSL	2284970676	02/14/2014		110.00		
176	AT&T	141095	03/04/2014	02/24/2014			124.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	02/14/2014		124.16		
176	AD2 INC	141124	03/04/2014	02/26/2014			151.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOST FEE FEB 2014	2365	02/14/2014		25.00		
	176-170-699	SHOPPING CART FEB 2014	2365	02/14/2014		115.00		
	176-170-699	ANNUAL DOMAIN REGISTRATION	2365	02/14/2014		11.95		
176	FUELMAN OF MS	141137	03/04/2014	02/26/2014			68.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP40487752	02/17/2014		68.66		
176	FUELMAN OF MS	141140	03/04/2014	02/26/2014			65.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP40540101	02/24/2014		65.78		
FUND TOTAL	176 Claims	to	Checks	5 Total	595.73 Manual	Held	Total	595.73

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DELTA COMPUTER SYSTEMS INC	141088	03/04/2014	02/18/2014			290.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UTILITY SOFTWARE MAINT		DL102119	02/15/2014		240.00	
	400-650-698	WORK ORDER SOFTWARE MAINT		DL102119	02/15/2014		50.00	
400	CITY OF GAUTIER	141089	03/04/2014	02/18/2014			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		02182014	02/18/2014		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		02182014	02/18/2014		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		02182014	02/18/2014		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		02182014	02/18/2014		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		02182014	02/18/2014		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		02182014	02/18/2014		9,665.99	
400	AT&T	141094	03/04/2014	02/24/2014			58.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284974594	02/14/2014		58.28	
400	AT&T	141098	03/04/2014	02/25/2014			63.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	02/06/2014		63.88	
400	AT&T	141099	03/04/2014	02/25/2014			61.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	02/14/2014		61.03	
400	BAY ICE	141115	03/04/2014	02/26/2014			47.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-559	REFILL ICE 60 @ .79		511240	02/10/2014		47.40	
400	2012 GUD BONDS DEBT SERVICE	141117	03/04/2014	02/26/2014			116,316.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	MAR 2014 PRN PMT		03012014	02/28/2014		104,166.67	
	400-680-817	MAR 2014 PRN PMT		03012014	02/28/2014		12,150.00	
400	ARISTA INFORMATION SYSTEMS INC	141122	03/04/2014	02/26/2014			2,986.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2014 STATEMENTS		16407	02/18/2014		786.95	
	400-650-698	JAN 2014 POSTAGE		1425201402	02/20/2014		2,200.00	
400	CABLE ONE	141128	03/04/2014	02/26/2014			65.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAR 2014 23421-132488-01-8		02272014	02/17/2014		65.10	
400	SINGING RIVER B.P.A.	141134	03/04/2014	02/26/2014			2,207.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02102014	02/21/2014		777.66	
	400-651-631	SCHOONER WELL 20688		02072014	02/19/2014		848.78	
	400-651-631	LIFT STATIONS 20688		02092014	02/20/2014		492.06	
	400-651-631	LIFT STATIONS 28779		02102014	02/21/2014		89.05	

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400	SINGING RIVER E.P.A.	141135	03/04/2014	02/26/2014			4,304.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STNS 17881	02112014	02/24/2014			2,076.55	
	400-651-631	WATER WELLS 17881	02112014	02/24/2014			2,136.73	
	400-651-631	LIFT STNS 89627001	02092014	02/24/2014			67.22	
	400-651-631	LIFT STNS 89702001	02112014	02/24/2014			23.50	
400	FUELMAN OF MS	141138	03/04/2014	02/26/2014			116.48	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-525	UNL FUEL	NP40487752	02/17/2014			116.48	
400	FUELMAN OF MS	141141	03/04/2014	02/26/2014			67.41	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-525	UNL FUEL	NP40540101	02/24/2014			67.41	
400	SINGING RIVER E.P.A.	141145	03/04/2014	02/26/2014			7,920.83	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-631	LIFT STATIONS 17882	02132014	02/25/2014			2,608.21	
	400-651-631	WATER WELLS 17882	02132014	02/25/2014			3,349.79	
	400-651-631	CITY HALL SOUTH 17882	02132014	02/25/2014			1,962.83	
400	RIVIERA FINANCE OF TEXAS INC	141160	03/04/2014	02/26/2014			643.48	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-559	SET BFG LONG TRAIL #402	65171	02/14/2014	140394		643.48	
400	SECURE NETWORKS LLC	141162	03/04/2014	02/26/2014			905.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-559	SONICWALL FIRE WALL APPLIANCE	1989	02/13/2014	140400		885.00	
	400-651-559	SHIPPING	1989	02/13/2014	140400		20.00	
400	COBURN'S	141166	03/04/2014	02/26/2014			2,227.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-581	2" BRASS BALL VALVE	606648311	02/25/2014	140411		115.00	
	400-651-581	3/4 METER COUP	606648311	02/25/2014	140411		67.80	
	400-651-581	3/4 CTS BRASS TEE	606648311	02/25/2014	140411		304.72	
	400-651-581	3/4 METER VALVE	606648311	02/25/2014	140411		310.64	
	400-651-581	3/4 IPS PVC DOUBLE COMP	606648311	02/25/2014	140411		96.60	
	400-651-581	3/4 GLUE COUP SCH 40	606648311	02/25/2014	140411		2.28	
	400-651-581	3/4 90 DEGREE SCH 40	606648311	02/25/2014	140411		2.40	
	400-651-581	3/4 PVC BALL VALVE	606648311	02/25/2014	140411		13.32	
	400-651-581	2 X 1 1/4 SCH 40 REDUCER	606648311	02/25/2014	140411		3.84	
	400-651-581	3/4 METER VALVE FEMALE THREAD	606648311	02/25/2014	140411		238.24	
	400-651-581	3/4 BRASS IPS X CTS	606648311	02/25/2014	140411		168.32	
	400-651-581	3/4 CTS X FEMALE BRASS	606648311	02/25/2014	140411		107.52	
	400-651-581	3/4 CTS X MALE BRASS	606648311	02/25/2014	140411		102.24	
	400-651-583	1 1/4 BRASS SWING CHECK VALVE	606648311	02/25/2014	140411		70.04	
	400-651-583	5" SDR35 KNOCKON	606648311	02/25/2014	140411		68.28	
	400-651-583	8" SDR35 KNOCKON	606648311	02/25/2014	140411		115.98	
	400-651-583	MARKING PAINT/GREEN	606648311	02/25/2014	140411		53.28	
	400-651-583	6" FERNCO MISSION ARC	606648311	02/25/2014	140411		243.18	

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400	COBURN'S	141166	03/04/2014	02/26/2014			2,227.49	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	2 45 GALV MAL ELL 2 GALV MALL	606648311	02/25/2014	140411		5.56	
	400-651-583	6 PVC SDR CAP HUB 6IN CAP	606648350	02/25/2014	140410		138.25	
400	THE GULF COMPANIES	141169	03/04/2014	02/26/2014			122.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-559	BX 30X36 TRASH BAGS (5)	478	02/04/2014	140377		122.50	
400	J H WRIGHT & ASSOCIATES, INC.	141173	03/04/2014	02/26/2014			135.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	MISSION BUCKET TOP W/SCREEN	373777	02/13/2014	140246		110.00	
	400-651-584	FREIGHT	373777	02/13/2014	140246		25.00	
FUND TOTAL 400 Claims		to	Checks	19 Total	181,966.16 Manual	Held	Total	181,966.16

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## SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	41 Total	57,006.12 Manual	Held	Total	57,006.12
FUND 13 Claims	to	Checks	2 Total	3,105.50 Manual	Held	Total	3,105.50
FUND 14 Claims	to	Checks	1 Total	7,326.70 Manual	Held	Total	7,326.70
FUND 172 Claims	to	Checks	1 Total	37,857.77 Manual	Held	Total	37,857.77
FUND 176 Claims	to	Checks	5 Total	595.73 Manual	Held	Total	595.73
FUND 400 Claims	to	Checks	19 Total	181,966.16 Manual	Held	Total	181,966.16
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Total for all Funds		Checks	69 Total	287,857.98 Manual	Held	Total	287,857.98

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 060-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 are hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES:           Gordon Gollott  
                  Mary Martin  
                  Johnny Jones  
                  Hurley Ray Guillotte  
                  Casey Vaughan  
                  Rusty Anderson  
                  Adam Colledge

NAYS:           None

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 4, 2014.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 061-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Recessed Council Meeting held February 18, 2014 are hereby approved.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES:           Gordon Gollott  
                  Mary Martin  
                  Johnny Jones  
                  Hurley Ray Guillotte  
                  Casey Vaughan  
                  Rusty Anderson  
                  Adam Colledge

NAYS:           None

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 4, 2014.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

**ORDER NUMBER 062-2014**

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History (MDAH) for a Community Heritage Preservation Grant for the Mississippi Landmark, the (former) Gautier Colored School also known as the West Pascagoula Colored School.

**IT IS FURTHER ORDERED** that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES:           Gordon Gollott  
                  Mary Martin  
                  Johnny Jones  
                  Hurley Ray Guillotte  
                  Casey Vaughan  
                  Rusty Anderson  
                  Adam Colledge

NAYS:           None

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MAYOR

ATTEST:

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CITY CLERK

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 4, 2014.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Patty Huffman, Grants and Projects Manager  
**Through:** Chandra Nicholson, Director of Economic Development and Planning  
**Date:** February 26, 2014  
**Subject:** Memorandum of Agreement with the MS Department of Archives and History for the Community Heritage Preservation Grant for the former Gautier Colored School Project (CHPG#2013-018)

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**REQUEST:**

The Economic Development and Planning Department requests City Council authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History (MDAH) for a Community Heritage Preservation Grant for the *Mississippi Landmark*, the (former) Gautier Colored School also known as the West Pascagoula Colored School. Approval to apply for grant funding was authorized by City Council in September 2013.

**BACKGROUND:**

The Mississippi Legislature has approved the ninth round of funding for the Community Heritage Preservation Grant Program. This program authorizes the Mississippi Department of Archives and History to make grants available for the preservation, restoration, development and interpretation of historic courthouses and school buildings. To be eligible, a building must be designated a *Mississippi Landmark* under the Antiquities Law of Mississippi prior to application. This structure was originally built in 1921 by patrons of the school as a one-room schoolhouse for Gautier's African-American children and was used as a school until 1946. Later, the building was used as a community center and voting place. The building was designated as a *Mississippi Landmark* by MDAH on October 19, 2012.

**DISCUSSION:**

The Gautier Historic Preservation Commission has identified the Gautier Colored School as an important historic site for rehabilitation and preservation. It was listed as one of the Ten Most Endangered Historic Places in Mississippi for 2013. MDAH has awarded the City \$80,000 for the first phase of the project which will focus on stabilizing the building. All grant applicants must provide evidence of cash matching funds (private, local or federal) in an amount not less than 20% of the total project (or \$20,000). Grant awards will be paid to grantees on a reimbursable basis after the successful completion of the project or at the successful completion of pre-established phases of the project. All projects must be completed by December 1, 2016.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council authorize entering into a Memorandum of Agreement with MDAH for Community Heritage Preservation funding as outlined above. City Council may:

1. authorize entering into a Memorandum of Agreement with MDAH for the Gautier Colored School Rehabilitation Project as outlined above; or
2. disapprove entering into a Memorandum of Agreement with MDAH for the Gautier Colored School Rehabilitation Project.

**ATTACHMENT(S):**

MS Community Heritage Preservation Grant- Memorandum of Agreement (CHPG#2013-018)

**Mississippi Community Heritage Preservation Grant Program – Round 9**

**Senate Bill 2913, Laws of Mississippi 2013**

**Grantee Name: City of Gautier**

**Project Number: CHPG#2013-018**

**Project Name: Gautier Colored School Rehabilitation**

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the City of Gautier, hereinafter called the Grantee, and the State of Mississippi, acting through the Department of Archives and History, hereinafter referred to as MDAH.

This agreement relates to the Gautier Colored School Rehabilitation with the assistance of an \$80,000 grant from the Mississippi Community Heritage Preservation Grant Program established under Senate Bill 2913, *Laws of Mississippi 2013*, and administered through MDAH.

In consideration of the aforementioned grant, the Grantee hereby agrees to the following:

**1. AWARD AMOUNT**

The award amount for this project shall not exceed \$80,000.

**2. SCOPE OF WORK**

The scope involves the Gautier Colored School Rehabilitation project, which includes, but is not limited to: stabilizing the building.

**3. PROJECT PERIOD**

The project period began December 6, 2013, and all work shall be completed prior to December 1, 2016. Extensions will not be given to late or incomplete projects.

**4. MATCHING FUNDS**

The Grantee agrees to provide at least \$20,000 in cash matching funds.

**5. CONTRACTS**

Paid work conducted in relation to this project shall require a contract between the Grantee and the contracting firm or individual. Such contracts shall be submitted to MDAH for approval prior to execution. In executing contracts, the Grantee shall comply with state law pertaining to bidding and purchasing procedures. The pertinent information can be downloaded at <http://www.dfa.state.ms.us/Purchasing/PurchasingGuidelinesQuickReference.pdf> or a copy may be requested from MDAH.

Contracts shall include all elements providing for a sound and complete procurement document. In addition, the Grantee shall insure that all contracts awarded shall contain suitable provisions for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

The Grantee shall retain the possibility of reprinting any publication produced in conjunction with this grant program by including in all contracts a requirement that the contractor waive any claim to a copyright. This waiver includes all work products regardless of physical format – including but not limited to photographs, software, source code, research notes and compilations, draft and finished written works, published materials, and drawings – produced by the individual or company within the scope of their contract with the Grantee.

**The plans and specifications for this grant project shall be approved by the Permit Committee of the Board of Trustees of MDAH prior to Grantees advertising for bids for the work.**

**6. GRANT PAYMENTS**

**The Grantee must be prepared to cover all project costs prior to receiving reimbursement.** Payments will be made to the Grantee on a reimbursable basis upon the successful completion of the project, or at the successful completion of pre-established phases of the project. If the Grantee plans to submit reimbursement requests before the project is completed, approval must be secured from MDAH before work begins. Grant payments made prior to the completion of the project shall not exceed 80% of the expenses incurred.

Requests for grant payment shall be submitted to MDAH on forms provided by MDAH and must be accompanied by copies of invoices that document the project costs that have been incurred. Requests for grant payments, as well as the accompanying invoices and supporting documentation (i.e. cancelled checks, certificate for payments, etc.) shall be reviewed and forwarded by MDAH to the Department of Finance and Administration for the issuance of a state warrant to cover the grant payment. The warrant will be mailed to the Grantee by MDAH.

**7. ALLOWABLE COSTS**

Allowable costs are those costs documented to the satisfaction of MDAH that conform to the approved project budget and that:

- a. meet requirements for the program;
- b. are necessary and reasonable to the completion of project work;
- c. have been incurred for the project work during the period of the grant.

**8. PERSONNEL SELECTION**

Project personnel shall have qualifications appropriate to major work elements of the project. Consultants, pre-planners, architects, engineers, exhibit contracting firms, historic preservation specialists, or other professionals employed by the Grantee to work on this project must be approved by MDAH. Project personnel shall be expected to work closely with the Grantee and MDAH in developing plans and specifications for the project.

**9. PROFESSIONAL SUPERVISION**

The staff of MDAH will maintain contact with the project director and project personnel as needed and will provide technical assistance as required for the successful completion of project work.

**10. PHOTOGRAPHIC DOCUMENTATION**

The Grantee shall take color digital images sufficient to document the pre-construction condition of the project and submit to MDAH copies of the images on CD-ROM for permanent preservation. Photographic guidelines will be provided by MDAH.

**11. REPORTS**

Progress reports are to be submitted to MDAH quarterly, according to the following schedule:

- Progress Report due **July 11, 2014** for the period December 2, 2011 to June 30, 2014
- Progress Report due **October 10, 2014** for the period July 1, 2014 to September 30, 2014
- Progress Report due **January 9, 2015** for the period October 1, 2014 to December 31, 2014
- Progress Report due **April 10, 2015** for the period January 1, 2015 to March 31, 2015
- Progress Report due **July 10, 2015** for the period April 1, 2015 to June 30, 2015
- Progress Report due **October 9, 2015** for the period July 1, 2015 to September 30, 2015
- Progress Report due **January 8, 2016** for the period October 1, 2015 to December 31, 2015
- Progress Report due **April 8, 2016** for the period January 1, 2016 to March 31, 2016
- Progress Report due **July 8, 2016** for the period April 1, 2016 to June 30, 2016
- Progress Report due **October 14, 2016** for the period July 1, 2016 to September 30, 2016
- Completion Report due **December 1, 2016 or 60 days after completion**, whichever comes first.

**The Grantee shall contact MDAH immediately if any situation should arise that will affect the timely or successful completion of this project and/or the submission of the required reports.**

**12. BENCHMARKS**

The Grantee shall follow benchmarks set by MDAH in the Procedures Manual. The benchmarks are pre-established dates of goals to be accomplished by the Grantee in order to keep the project on schedule, and not risk in having the grant canceled prematurely. If the Grantee suspects that a benchmark will not be met, then it is the Grantee's responsibility to contact MDAH so that the problem can be assessed to see if the project will be able to finish on time. If it is determined that a project will not finish on or before the deadline, then MDAH may choose to cancel the project.

**13. ACKNOWLEDGEMENT OF STATE ASSISTANCE**

State grant assistance shall be acknowledged by an on-site project sign and in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgement shall state that the project has been funded with the assistance of a grant from the State of Mississippi, through the Mississippi Department of Archives and History under provisions of the Mississippi Community Heritage Preservation Grant Program, Senate Bill 2913, *Laws of Mississippi 2013*. **A photograph of the installed sign shall be provided to MDAH.**

**14. GENERAL PROVISIONS**

The property receiving grant assistance must be designated a *Mississippi Landmark* under provisions of the State Antiquities Law (Section 39-7-1, et seq. of the *Code of Mississippi 1972 Annotated*, as amended). The plans and specifications for any work on this project shall be developed in accordance with the Secretary of the Interior's *Standards for Rehabilitating Historic Buildings*. **The approved work may not be altered without prior approval from MDAH.**

The Grantee agrees that MDAH, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

The State of Mississippi shall not disburse funds for any project or activity related to this project unless: 1) planned work has been accomplished within the scope of the grant or contractual agreement summarized above, and 2) work was done in accordance with the terms and conditions of the applicable Senate Bill 2913 Community Heritage Preservation Grant. In circumstances where funds are disbursed for ineligible activities, the State of Mississippi shall take steps to recover these funds.

**15. RECORD ACCESS AND RETENTION**

**Maintenance of Records:** The Grantee shall establish and maintain financial records, supporting documentation, and any other such records that may be necessary to reflect the performance of obligations under this agreement.

**Fiscal Requirements and Audit:** The Grantee shall establish such fiscal control and accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. The Grantee shall keep, maintain, and present to MDAH, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. The Grantee's records shall be sufficient to allow MDAH to audit and monitor the Grantee's operations.

**Record Retention/Access to Records:** Representatives of MDAH or any State agency authorized to audit MDAH shall have the right of access to any books, documents, papers or other records of the Grantee that pertain to the performance of the obligations under this agreement in order to audit or examine said records. These records shall be retained for at least seven (7) years from the date of the completion of the terms of this agreement.

If the Grantee is audited in accordance with generally accepted auditing standards, the Grantee shall only be required to maintain said records for three (3) years after the completion and release of the audit.

However, if any litigation or other legal proceeding, by or on behalf of the State or any other party has begun and is not complete at the end of the aforementioned retention period, or if audit findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the aforementioned retention period, all records shall be retained until such time as such proceedings are resolved.

**16. PRESERVATION AND MAINTENANCE COVENANT**

The Grantee agrees to submit to MDAH a notarized covenant agreeing to continued preservation and maintenance of the building for a period of twenty-five (25) years from the grant award date. If the building is abandoned or not maintained or kept in good repair prior to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full. The Grantee will be responsible for having the covenant recorded in the county land records.

**17. PROJECT COMPLETION MATERIALS**

The Grantee agrees to submit final completion materials, which include color digital images per MDAH guidelines as well as a summary narrative of the completed project, within thirty days of project completion.

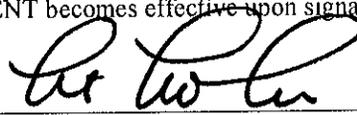
**18. TERMINATION OF AGREEMENT**

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause – MDAH may terminate the aforementioned grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience – MDAH or the Grantee may terminate grant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee – The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. After initiation, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

  
\_\_\_\_\_  
H.T. Holmes  
Director  
Department of Archives and History

2-19-2014  
Date

BY

\_\_\_\_\_  
Mrs. Samantha Abell  
City of Gautier

\_\_\_\_\_  
Date

Return to: Aileen de la Torre  
Historic Preservation Division  
Mississippi Department of Archives and History  
P. O. Box 571  
Jackson, MS 39205-0571  
Telephone 601-576-6940  
FAX 601-576-6955