

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Patty Huffman, Grants & Projects Manager
Through: Chandra Nicholson, Director of Economic Development & Planning
Date: November 5, 2014
Subject: Mississippi Department of Wildlife, Fisheries and Parks Grant Agreement for the 2015 Youth Participation Initiative Program-Archery at Shepard State Park

REQUEST:

The Economic Development and Planning Department requests City Council authorization to enter into a Grant Agreement with the Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) for a 2015 Youth Participation Initiative Program for the archery range at Shepard State Park.

BACKGROUND:

The Youth Participation Initiative Program was established in 2009 to provide funding for the purpose of educating children in the areas of hunting, fishing, conservation, and safety. The Mississippi Department of Wildlife, Fisheries and Parks encourages applicants to focus on the education, recruitment, or retention of youth in the areas listed above or in any safety issues arising from the areas of hunting, fishing, or conservation.

DISCUSSION:

The City of Gautier is in the process of building an outdoor archery range at Shepard State Park with 28 certified lanes for dual use with circular targets and 3-D foam animal targets. The total cost of this project is estimated at \$12,736.00. The City requested and has received a Youth Participation Initiative Program grant award from the MS Department of Wildlife, Fisheries and Parks for \$3,600 to cover some of the cost of materials for the target houses. It is expected that a new archery club or league will promote the range to school-age children and that that archery skills, safety and sportsmanship will be taught.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize acceptance of the FY2015 Grant Agreement from the MS Department of Wildlife, Fisheries and Parks for the archery range at Shepard State Park as outlined above.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Grant Agreement with MDWFP as presented; or
2. Approve acceptance of the grant award and authorize entering into a Grant Agreement with MDWFP with some changes; or
3. Disapprove acceptance of the grant award.

ATTACHMENT(S):

2015 Youth Participation Initiative Program Grant Agreement

Award No. 05-2015

2015 Youth Participation Initiative Program

AGREEMENT

This Agreement ("Agreement") is entered into between the State of Mississippi, Department of Wildlife, Fisheries and Parks, located at 1505 Eastover Drive, Jackson, Mississippi 39211-6374, and City of Gautier ("Recipient"), located at 3330 Highway 90 Gautier, MS 39553.

The MDWFP is awarding the Recipient \$ 3,600.00 in funds to create, coordinate and administer the program "Shepard State Park Archery Range" ("Program"), as more fully described in Recipient's proposal ("Proposal") attached hereto as Appendix A.

Recipient expressly acknowledges and agrees to comply fully with the following terms and conditions in connection with the acceptance of this grant ("Grant"):

Recipient's Program and Use of Funds:

1. a. Recipient agrees that all funds it receives under this program shall be used exclusively for the purposes specified in Recipient's Proposal, as approved.

More specifically, no funds may be used for any unrelated, unnecessary or indirect expenses (e.g. salaries, overhead, office supplies, etc.). MDWFP shall have final approval on what may or may not be an appropriate expense.

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- b. In the event that Recipient's Proposal includes the use of Program Funds to purchase certain items of "equipment" as that term is defined by the Office of Purchasing and Travel of the Mississippi Department of Finance and Administration, state purchasing laws, rule and regulations, Recipient must make a good faith effort to comply with the requirements of applicable purchasing regulations. Such items may include, but are not limited to, firearms, all-terrain vehicles, Global Positioning System (GPS) devices, and similar items. The MDWFP will assist the Recipient in identifying any "equipment" items contained in the Recipient's Proposal. Should Recipient have any question as to whether or not any item intended to be purchased for its Program is or is not "equipment," Recipient shall contact the MDWFP for technical assistance. Any "equipment" purchased with Program Funds must be inventoried by the Recipient and maintained in as good condition as when purchased, less normal wear and tear. At the end of the Program period, Recipient shall transfer any and all "equipment" items to the MDWFP, unless such items will be used in future programs as agreed between the parties.

2. Recipient shall notify MDWFP in writing of any significant changes regarding the use of funds or any modifications to scheduled Program events and/or activities as originally proposed by Recipient in carrying out the intentions of the Proposal. Any changes regarding the use of funds or any modifications to scheduled Program events and/or activities are subject to the prior written approval of the MDWFP.
3. Recipient hereby warrants that all activities performed in connection with Recipient's Program under this Agreement will comply with all applicable federal, state or local laws, statutes, codes, circulars or other governmental restrictions.
4. At all times during the Program Period, Recipient shall maintain, and shall make available to MDWFP or any State or Federal agency authorized to audit MDWFP, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. Any and all records maintained by Recipient in connection with the Program are required to be copied and attached to the final report submitted to MDWFP.

OPERATIONS AND REVIEW

5. Unless the proposed project involves a mutually agreed upon MDWFP partnership, Recipient expressly acknowledges that the MDWFP will not have any direct or indirect supervision or control over Recipient's Program or spectators of, or participants in, Recipient's Programs. In the event that Recipient's Program incorporates the use of firearms or involves activities that could result in bodily injury or death or other loss, Recipient shall ensure that proper supervision and safety procedures are followed at all times. The Recipient shall name "Mississippi Department of Wildlife, Fisheries, and Parks, and its affiliates" in any liability waiver and release that the, Recipient distributes in connection with any Program organized using Program funds.
6. Recipient shall acknowledge the contribution of the MDWFP to Recipient's Program by conspicuously including the MDWFP's logo and the following statement in all Recipient issued Program press releases, signage, clothing, brochures or other public communications:

**"This project is supported by the 2015 Youth Participation Initiative
Program of the Mississippi Department of Wildlife, Fisheries, and Parks."**

7. MDWFP may, at its own expense, periodically monitor and conduct an evaluation of the Recipient's Program. Recipient agrees to fully cooperate with MDWFP and provide all necessary assistance in connection with such evaluation.

PROGRAM REPORTS

8. **Final Report:** Within 15 days of the project completion date, Recipient shall furnish the MDWFP with a written final report regarding Recipient's Program (including copies of any advertisements, press releases, brochures or other promotional material created and used in connection with the Program). Recipient's final report must also include a summary of accomplishments, how many youth were reached through the program, copies of any receipts used in connection with Program funds. The final report shall be submitted to the Youth Outreach Coordinator, Karri Fulton.

Any funds not used by the Recipient are automatically forfeited to the Youth Participation Initiative Program and shall be returned with the final report in the form of a check made payable to MDWFP -Youth Participation Initiative.

REVERSION AND TERMINATION OF PROGRAM

9. MDWFP may, at its option, suspend and/or terminate the Program, reduce the amount of funds awarded to Recipient, recover any unexpended funds, and/or refuse to fund Recipient in future years, if Recipient fails to comply with any of the provisions of this Agreement or, if in MDWFP's sole judgment, Recipient becomes unfit or unable to complete the Program as described in Recipient's Proposal within the Program Period.

Any funds not used by the Recipient are automatically forfeited to the Youth Participation Initiative Program and shall be returned with the final report in the form of a check made payable to MDWFP -Youth Participation Initiative.

SPECIAL CONDITIONS

10. Recipient shall grant to MDWFP the nonexclusive, royalty-free rights. Including the non exclusive, royalty-free rights in copyright, to reproduce, publish or otherwise use, and to authorize others to duplicate or use, any Program materials developed by Recipient under the Program, including Recipient's Program proposal, in whole or in part, without further compensation to or recognition of Recipient, its representatives or contractors.
11. The MDWFP and Recipient agree that in the event of any conflict or inconsistency between this Agreement and Recipient's Proposal (Appendix A), this Agreement shall prevail.

GENERAL TERMS and CONDITIONS

12. Availability of Funds. It is expressly understood that the fulfillment of the conditions of this Agreement by MDWFP is conditioned upon the receipt of state and/or federal funding, and any cessation or reduction of funding shall, at the option of MDWFP, constitute grounds for the voidance of this Agreement.

13. Compliance with Laws. Recipient shall comply with all applicable laws, regulations, policies, and procedures of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions that may affect the performance of duties under this Agreement. More specifically, Recipient shall not discriminate against any employee or participant, nor shall any party be subject to discrimination in the performance of this Agreement, because of race, creed, color, sex, age, national origin or disability.

IN WITNESS WHEREOF, this Grant Agreement has been entered into and executed by the parties hereto in duplicate originals.

This _____ day of _____, 2014.

Mississippi Department of Wildlife, Fisheries, and Parks

Sam Polles, Ph.D.
Executive Director

RECIPIENT

Name:

Title: