

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Chassity Bilbo, Interim Grants and Projects Manager  
**Through:** Chandra Nicholson, Director of Economic Development and Planning  
**Date:** October 07, 2015  
**Subject:** Memorandum of Agreement with the MS Dept. of Marine Resources for the MS Gulf Coast National Heritage Community Grant for the Gautier Historic Schoolhouse and Cultural Museum Project

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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 Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the *Mississippi Landmark*, the (former) Gautier Colored School also known as the West Pascagoula Colored School. The building is located at 902 De La Pointe Dr. Approval to apply for grant funding was authorized by City Council August 4, 2015. The City was recently selected to receive the grant.

**BACKGROUND:**

The Gautier City Council and Historic Preservation Commission identified the need to preserve and restore the schoolhouse for its architectural significance. The total estimated cost of rehabilitating the Schoolhouse is estimated at \$425,000.00. The Mississippi Gulf Coast National Heritage Area awarded the City of Gautier a grant in the amount of \$50,000.00 for Gautier Historic Schoolhouse and Cultural Museum Project. Total funding for all awards was \$150,000, with the City of Gautier receiving the maximum grant award of \$50,000.

Funding from the Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant will be used for Phase 2 of the project. Phase 2 work will include the installation of a new roof, restore front porch and make accessible and/or repair existing flooring and walls after foundation repair.

**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. Phase 2 will utilize this MDMR Grant along with additional MDAH Grant if awarded. The City has applied for the Community Heritage Preservation Grant Program Round 11 Funding with MDAH.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council authorize entering into a Memorandum of Agreement with Mississippi Department of Marine Resources

(MDMR) for a MS Gulf Coast National Heritage Community Grant funding as outlined above. City Council may:

1. Authorize entering into a Memorandum of Agreement with Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the Gautier Colored School Rehabilitation Project as outlined above; or
2. Disapprove entering into a Memorandum of Agreement with Mississippi Department of Marine Resources (MDMR) for a Mississippi Gulf Coast National Heritage Area FY 2015 Community Grant for the Gautier Colored School Rehabilitation Project.

**ATTACHMENT(S):**

MS Community Heritage Preservation Grant- Memorandum of Agreement



**MISSISSIPPI  
DEPARTMENT OF MARINE RESOURCES**

**SUB-GRANT AGREEMENT**

**Mississippi Department of Marine Resources  
and  
City of Gautier**

**Sub-Grant #HCG-15/16-003**

This document is a Sub-Grant Agreement (“Agreement”) between the Mississippi Department of Marine Resources (“MDMR”) and the City of Gautier (“Sub-Grantee”), and together with MDMR, the “Parties”, and each a “Party” to provide grant funds for the Work specified in Sub-grantee’s Request for 2015 Funding Application pursuant to which is incorporated by reference herein. The grant funds provided by this Agreement are made available from funds provided by the United States Department of the Interior/National Park Service (“USDOI/NPS”) pursuant to Cooperative Agreement Number P11AC91073 between the USDOI/NPS and the MDMR for the purpose of preserving and interpreting the natural, cultural, historical, scenic and recreational resources in the Mississippi Gulf Coast National Heritage Area.

**SUMMARY**

CFDA: 15.939  
Project: City of Gautier – Historic Schoolhouse and Cultural Museum Project  
Award Amount: \$50,000.00  
Term: From execution of this Agreement to September 30, 2016

## Section 1 - PROJECT DESCRIPTION AND BUDGET

Under this Agreement, MDMR agrees to disburse funds in the maximum amount of Fifty Thousand Dollars and 00/100 Cents (\$50,000.00, the "Funds") to Sub-Grantee in accordance with the terms herein to pay the costs associated with Sub-Grantee's implementation of the project entitled "Historic Schoolhouse and Cultural Museum Project" (the "Project"). Attached hereto and made a part hereof is Attachment "A", the City of Gautier's Sub-Grant Application. The Project is more particularly described in Attachment "A" and this award will fund the items listed in Section D. Project Implementation. The estimated budget for the entire Project from commencement through completion ("Total Budget") is also set out in the Project Budget Summary included in Attachment "A". The Total Budget further identifies the individual tasks ("Tasks") comprising the Project and sets forth an estimated sub-budget for each such Task ("Task Budget") in the Estimate of Probable Costs included in Attachment "A". Sub-Grantee hereby agrees to use the Funds disbursed to it under this Agreement exclusively to pay the costs of the services, time, materials, equipment, machinery, tools, and other items (collectively the "Work") comprising the Project, all in accordance with the Project Description.

## Section 2 - REPORTING REQUIREMENTS

- 2.1 **Activity Reports.** In compliance with the USDOJ/NPS reporting requirements, the Sub-Grantee must provide written quarterly activity reports to the MDMR summarizing work undertaken, in progress, or completed. The first quarterly report is due thirty days after December 31, 2015. Subsequent reports are due thirty days after the end of each quarter. Sub-Grantee must provide a notice of completion and a final report within 30 days of the end of the project. The final report is required before final payments will be made. Reports must be delivered to:

The Department of Marine Resources  
Attn: Rhonda Price  
Office of Coastal Restoration and Resiliency  
1141 Bayview Avenue, Suite 202  
Biloxi, MS 39530

OR

Rhonda.price@dmr.ms.gov

- 2.2 **Report Contents.** Quarterly reports using the Progress Report Form attached hereto as Attachment "B" must include:

A. Project objectives;

- B. Activities completed and date of completion; and,
- C. Problems or unanticipated events encountered and their impact on the plan for implementation.

2.3 **Final Reports.** When Sub-Grantee has fully and completely performed all the Work, Sub-Grantee shall transmit to the MDMR a comprehensive report on the Work, along with the corresponding results (the "Final Project Report") using the Final Report Form attached hereto as Attachment "D" and a full accounting of the funds disbursed to it hereunder as compared against the Total Budget (the "Final Financial Report") using the MGCNHA Grant Financial Report Form attached hereto as Attachment "D". The Final Project Report and Final Financial Report are hereinafter referred to collectively as the "Final Reports".) As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Reports shall be provided by Sub-Grantee to the MDMR as soon as practicable after Sub-Grantee reaches a determination that it has fully and completely performed all the Work. Within Thirty (30) days of receiving the Final Report, the MDMR will provide Sub-Grantee written approval of the Final Reports or provide written guidance for recommendations to be made to the Final Reports so that written approval may be granted. Upon approval of the Final Reports by the MDMR, final payment to Sub-Grantee will be processed in accordance with Section 6 of this Agreement.

### Section 3 - PERIOD OF PERFORMANCE

The period of performance shall commence upon execution of this Agreement by MDMR's Executive Director and by an authorized representative of the Sub-Grantee and shall end by September 30, 2016 ("Period of Performance"). The Sub-Grantee agrees to complete all tasks included in the Project Description within this Period of Performance. The Sub-Grantee commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the Project Description.

### Section 4 - EXPENDITURE COMMITMENT

The Sub-Grantee commits to expeditiously expend the Funds provided by this Agreement exclusively for the completion of the tasks included in the Project Description.

## Section 5 - MATCHING CONTRIBUTIONS

Sub-Grantee agrees to provide match in the amount of \$100,00.00 as described in Attachment A. Matching contributions may begin to be made before the date of this Agreement, but there must be a significant overlap between the time period of the matching contributions and the time period of the Sub-Grant award. The Sub-Grantee is required to provide verifiable documentation to the MDMR that matching funds have been spent and that matching in-kind contributions have been received.

## Section 6 - CONSIDERATION AND PAYMENT

**Payment.** As consideration for the performance of the tasks included in the Project Description of this Agreement, the MDMR agrees to pay Sub-Grantee an amount not to exceed \$50,000.00.

**How Payments are Requested.** Sub-Grantee may request payment of Funds hereunder for Project costs already paid or incurred by Sub-Grantee (such requests, "Reimbursement Requests"). Funds are provided only after project costs are incurred and paid for by the Sub-Grantee. To request reimbursement, the Sub-Grantee must submit a progress report and documentation of paid expenses and matches including receipts, paid invoices and copies of checks. Documentation of in-kind contributions must be itemized to show the amount and value of contributed labor, services, and materials.

Sub-Grantee shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions.

1. Sub-Grantee may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement by the 25<sup>th</sup> day of each month, and such Reimbursement Requests shall be submitted separately for the period ending June 30 of any year during the Period of Performance. To receive payment for a Reimbursement Request, Sub-Grantee must submit to the MDMR a written request, substantially in the MGCNHA Grant Financial Report Form (Attachment "E") and a certification that the expenditures and matching contributions reported are accurate, legitimate, and necessary for the accomplishment of the Project.
2. MDMR must approve or deny with cause the invoice within 30 days of the invoice's date. If the MDMR denies with cause the invoice, then it will submit a written explanation to Sub-Grantee outlining the reasons for denial and proposed methods to cure. If the MDMR denies with cause only part of the invoice, it must include the written explanation for the denied portions.

3. Any Funds that are paid by the MDMR to the Sub-Grantee that are not necessary for the completion of the tasks in the Project Description must be promptly returned to the MDMR.

**Advance Payment.** This is a reimbursement grant. Requests for advance payment may be considered on a case-by-case basis and made with additional stipulations and are not guaranteed.

**Payment Processing.** The MDMR makes payments within 30 days of receiving an approved invoice. Payment will not be made for services performed before the execution or after expiration of this Agreement.

**How Payments Are Made.** The MDMR makes payments electronically through the MAGIC Accounting System/Paymode. Payments are deposited into the Sub-Grantee's chosen bank account. The MDMR may require the Sub-Grantee to electronically submit invoices and supporting documentation. The Sub-Grantee understands that the MDMR is exempt from paying taxes.

**Defective and Incomplete Work.** Sub-Grantee understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and Sub-Grantee shall remain responsible for performance in strict compliance with this Agreement. If the MDMR rejects, condemns or fails to approve any part of the Work, it may issue a Notice to Cure in accordance with Section 15.1.

## Section 7 - FINANCIAL MANAGEMENT AND COMPLIANCE

The MDMR requires that the Sub-Grantee have in place, prior to the receipt of Funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. The MDMR may, at its sole discretion, require Sub-Grantee to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. Prior to the submittal of any such documentation to the MDMR, Sub-Grantee shall redact all information reflecting a person's home address, children, dates of birth, financial account numbers, and credit card numbers. Sub-Grantee and any employees or contracted parties of Sub-Grantee are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and Sub-Grantee shall review any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

Sub-Grantee certifies that all information provided to the MDMR or its representative as part of the risk assessment for this Project is complete and accurate. Sub-Grantee agrees to submit to and cooperate with the MDMR in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all Funds.

## Section 8 - OUTREACH REQUIREMENTS

Sub-Grantee shall fulfill the requirements of the Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements attached hereto as Attachment "E".

## Section 9 - SPECIAL CONDITIONS

Sub-Grantee shall be bound to MDMR by all terms and conditions of this Agreement and, except as otherwise provided herein, by all terms and conditions of the USDOJ/NPS and MDMR Cooperative Agreement Number P11AC91073, a copy of which can be obtained at the offices of the MDMR, is incorporated by reference into this Agreement, and is an integral part of this Agreement. Sub-Grantee shall assume toward MDMR all the obligations and responsibilities which MDMR, through the USDOJ/NPS and MDMR Cooperative Agreement Number (including Modification 5) assumes towards USDOJ/NPS. In addition, Sub-Grantee shall comply with all applicable requirements in 2 CFR, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Sub-Grantee shall perform all Work in strict accordance with this Agreement.

The Parties expect that the Sub-Grantee will conduct all the Tasks and complete the Project within the Total Budget and, accordingly, for a total amount of Funds equal to or less than the Maximum Amount as defined in Section 6 of this Agreement.

If, at any time during the Period of Performance (as defined in Section 3 of this Agreement) of this Agreement, Sub-Grantee determines, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the Total Budget, Sub-Grantee shall so notify MDMR immediately in writing.

1. The Sub-Grantee must comply with the approved Project Schedule and Project Budget in the community grant application and any subsequent modifications approved by the MDMR.
2. The Sub-Grantee agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project.

3. The Sub-Grantee hereby agrees that the project and activities for which the Funds are awarded shall constitute a fully completed Project upon conclusion.
4. The Sub-Grantee shall submit to the MDMR a copy of any executed contracts regarding this Project prior to expending any funds provided by this Agreement for costs incurred in the performance of those contracts.
5. The Sub-Grantee shall build to applicable local codes and ordinances and recommended FEMA flood elevations.

## Section 10 - FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified. This requirement includes, **but is not limited to:**

1. Federal, State and local environmental laws and regulations;
2. Federal and State procurement laws and regulations;
3. The Historic Preservation Act;
4. Secretary of Interior Standards;
5. The Native American Graves Protection and Repatriation Act;
6. The National Environmental Policy Act;
7. The Americans with Disabilities Act;
8. Title IV of the Civil Right Act of 1964;
9. Title IX of the Education Amendments of 1972;
10. The Age Discrimination Act of 1975;
11. Section 504 of the Rehabilitation Act of 1973;
12. Trafficking in Person paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR 175.15)
13. The Fair Labor Standards Act; and,
14. The Drug Free Workplace Act of 1988.

In the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the tasks in the Project Description. The Sub-Grantee is responsible for compliance with all applicable federal, state, and local environmental regulations.

## Section 11 - CERTIFICATIONS

### The Sub-Grantee certifies the following:

- 11.1 **Representation Regarding Gratuities.** The Sub-Grantee has not violated, is not violating, and promises that it will not violate any prohibition against gratuities as provided under Federal or State Law.
- 11.2 **Representation Regarding Contingent Fees.** The Sub-Grantee represents that it has not retained a person to solicit or secure a state contract or grant upon an agreement or understanding for compensation, except as disclosed in Sub-Grantee's application.
- 11.3 **Lobbying.** The Sub-Grantee certifies that it has not, and will not, use Federal appropriated funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Sub-Grantee must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. This clause must be included in any sub-contracts or sub-grants made by the Sub-Grantee.

## Section 12 - INDEPENDENT STATUS/REQUIREMENTS REGARDING EMPLOYEES

- 12.1 **Independent Status.** Sub-Grantee is an independent sub-grantee of the MDMR, not an employee, agent, joint venture, or partner of the MDMR.
- 12.2 **Representation of Qualification to Perform.** Sub-grantee represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way to be employees of the MDMR. The Sub-Grantee shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.
- 12.3 **Discrimination Prohibited.** The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other

consideration made unlawful by federal, state, or local laws. The Sub-Grantee agrees to strictly adhere to this policy in its employment practices and provision of services.

Specifically, the Sub-Grantee agrees to all of the following:

- 1) The Sub-Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Sub-Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Affirmative action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sub-Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Sub-Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-Grantee, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Sub-Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Sub-Grantee's commitments under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Sub-Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Sub-Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.
- 6) In the event of the Sub-Grantee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be terminated or suspended in whole or in part and the Sub-Grantee may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The Sub-Grantee will include the entirety of this section in every subcontract, subgrant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions are binding upon each subcontractor or vendor. The Sub-Grantee will take such action with respect to any subcontract, subgrant, or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Sub-Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency it may request the United States to enter into the litigation to protect the interests of the United States.

The Sub-Grantee further agrees that it will be bound by these equal opportunity clauses with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Sub-Grantee is a state or local government, this equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the government which does not participate in work on or under the Agreement.

The Sub-Grantee agrees that it will (1) assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; (2) that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and (3) that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Sub-Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Grantee agrees that if it fails or refuses

to comply with these undertakings, the MDMR may take any or all of the following actions: (a) Cancel, terminate, or suspend in whole or in part this Agreement; (b) refrain from extending any further assistance to the Sub-Grantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Sub-Grantee; and (c) refer the case to the Department of Justice for appropriate legal proceedings.

12.4 **E-Verify Program.** The Sub-Grantee will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. §§ 71-11-3. For anyone hired to perform work in Mississippi, the Sub-Grantee must register and participate in the E-Verify Program operated by the United States Department of Homeland Security. Sub-Grantee agrees to maintain records of compliance and to provide a copy of verification to the MDMR on request. Sub-Grantee further represents and warrants that any person assigned to perform services related to this Agreement meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Sub-Grantee understands that any breach of these warranties may subject it to the following:

- (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years, with notice of the termination being made public, or
- (b) the loss of any license, permit, certification or other document granted to Sub-Grantee by an agency, department or government entity for the right to do business in Mississippi for up to one year, or both
- (c) In the event of termination, Sub-Grantee is also liable for any additional costs incurred by the State due to cancellation of this Agreement or loss of license or permit.

## Section 13 - ACCESS TO RECORDS.

The Sub-Grantee agrees that the MDMR, or any of its duly authorized representatives, at any time during the term of this Agreement, has access to, and the right to inspect all work hereunder and to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records include, but are not limited to, financial records, environmental permits/clearances, procurement documentation, and statistical records. The Sub-Grantee agrees to refund to the MDMR any overpayments disclosed by an audit. Records must be kept for a period of three years after final payment, unless the MDMR authorizes earlier disposal. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

Notwithstanding any review or inspection by the MDMR and its representatives, Sub-Grantee shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set for in this Agreement solely by virtue of such inspection or review of the Work. Sub-Grantee shall provide the MDMR and its representatives with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to Sub-Grantee's performance of the Work and completion of the Project.

## Section 14 - OWNERSHIP OF INTELLECTUAL PROPERTY

The MDMR owns all documents and intellectual property created in connection with this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal correspondence. The Sub-Grantee must deliver all documents and working papers to MDMR on termination or completion of this Agreement.

The Sub-Grantee assigns all worldwide interest to the work created under this Agreement exclusively to MDMR, including all software code, documentation, design, trademarks, logos and trade dress associated with the work. Sub-Grantee disclaims all trademark and copyright interest in the work. Sub-Grantee affirms that it has no other intellectual property interest that would undermine this assignment, or the use of the work, and will do nothing to undermine it in the future. MDMR assigns Sub-Grantee a non-exclusive, commercial, royalty free, non-assignable license to create derivative works using the material developed for this work.

## Section 15 - TERMINATION

The MDMR may terminate this Agreement for any of the following reasons:

- A. for cause;
- B. for convenience;
- C. for insufficient funds; or
- D. by mutual agreement.

- 15.1 **Termination for Cause.** If the MDMR determines that the Sub-Grantee has breached any provision of this Agreement, including, without limitation, any failure by Sub-Grantee to perform the Work in accordance with the Total Budget, Task Budget(s), and schedule set forth in the Project Description, the Sub-Grantee shall be deemed to be in default of this Agreement and shall constitute cause for the MDMR to issue a written "Notice to Cure" to Sub-Grantee. Any such Notice to Cure shall describe in reasonable detail the basis for the MDMR's determination of default and shall provide Sub-Grantee with a period of no less than thirty (30) days in which to cure such default (or, if such default is incapable of being cured within thirty (30) days, to commence a cure of such default). If Sub-Grantee has not cured or, as the

case may be, commenced a cure of, any such default within thirty (30) days of its receipt of a Notice to Cure, the MDMR may thereafter terminate this Agreement by written notice to Sub-Grantee.

- 15.2 **Termination for Convenience.** The MDMR may, when the interests of the state so require, terminate this Agreement in whole or in part, for the convenience of the state.
- 15.3 **Termination for Insufficient Funds.** The MDMR's obligation under this Sub-Grant is conditioned upon the availability of funds from state, federal, or other funding sources. If anticipated funds are ever insufficient or there is a material alteration in the funded program, then the MDMR may terminate this agreement with 10 day's written notice to the Sub-Grantee. If the MDMR terminates the Agreement under this subsection, then it does so without any damage, penalty, cost, or expense.
- 15.4 **Mutual Termination.** Upon agreement of both parties, the Agreement can be terminated immediately.
- 15.5 **Force Majeure.** Each party is excused from performance of any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of the party or its contractors. Force majeure events include acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, the Sub-Grantee must notify the MDMR immediately in writing of the cause of its inability to perform; how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the MDMR determines it to be in its best interest to terminate the Agreement.
- 15.6 **In Case of Termination.** On the date of termination, the Sub-Grantee incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed services at the Agreement price. The MDMR may withhold such sums as the MDMR considers necessary to protect the state against loss because of outstanding liens or claims of former lien holders and to reimburse the MDMR for the excess costs incurred in procuring similar goods and services.

On termination, the Sub-Grantee must do all of the following:

1. Terminate outstanding orders and subcontracts as they relate to the terminated work.

2. Settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.
3. Take timely, reasonable, and necessary action to protect and preserve property in its possession in which the state has an interest.
4. Assign the Sub-Grantee's rights, titles, and interest under terminated orders or subcontracts to the State, if requested by the MDMR.
5. If the termination is just for a portion of the work, then complete the non-terminated work duties.

## Section 16 - STOP WORK ORDER

### 16.1 Order to Stop Work

The MDMR may require the Sub-Grantee to stop all work or any part of the work called for by this Agreement. The order must be identified as a "stop work order" and cite this section of the Agreement. The written stop work order must not exceed 90 days, unless the parties agree to a longer period. The MDMR may issue the order at any time and without notice to any surety.

The Sub-Grantee must comply with the stop work order and take all reasonable steps to minimize costs allocable to the order. Before the stop work order expires, the MDMR may either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by the order. If MDMR elects to terminate for default, it does not need to issue a new notice and may terminate immediately.

### 16.2 Cancellation or Expiration of the Order:

If a stop work order expires or is cancelled, the Sub-Grantee may resume work. An appropriate adjustment may be made in the delivery schedule and price if:

- (a) the stop work order results in an increase in the time or cost required for performance of this Agreement;
- (b) the Sub-Grantee asserts a claim for an adjustment within 30 days after the end of the period of work stoppage. The MDMR may waive this time requirement if it decides that the facts justify such an action; and
- (c) the modifications are put in writing and signed by the parties.

## Section 17 - CONFIDENTIALITY

- 17.1 **Confidentiality.** The Sub-Grantee must not use or disclose any confidential information. However, nothing in this section precludes the Sub-Grantee from disclosing or using confidential information, if:
- (a) The confidential information is available to the public or in the public domain at the time of such disclosure or use, without breach of this Agreement;
  - (b) Disclosure of the confidential information is required to be made by any law, regulation, governmental authority or court; or
  - (c) The confidential information was received by the Sub-Grantee after termination of the service period from a third party that had a lawful right to disclose it to the Sub-Grantee.
  - (d) Sub-Grantee must not disclose or discuss the contents of any personnel file except to MDMR personnel that are authorized to receive and review such information.
- 17.2 **Transparency.** This Agreement, including all attachments, is under the Mississippi Public Records Act of 1983 (Miss. Code Ann. §§ 25-61-1 *et seq.* and § 79-23-1) and the Mississippi Accountability and Transparency Act of 2008 (Miss. Code Ann. §§ 27-104-151 *et seq.*). Unless exempted by a court-issued protective order, a copy of this Agreement will be posted to the Department of Finance and Administration's website for public access at [www.transparency.ms.gov](http://www.transparency.ms.gov).

## Section 18 - LIABILITY AND INDEMNIFICATION

- 18.1 **Liability and Indemnity.** The Sub-Grantee assumes all liability for work to be performed and for breach of any of the terms of this Agreement. **Sub-Grantee agrees to indemnify, hold harmless and defend the State of Mississippi, MDMR and any and all of its affiliates, directors, officers, agents or employees from and against all loss, injury, damage and legal liability including attorneys' fees and other costs of defense, arising out of any breach of confidentiality, negligent act, error or omission of Sub-Grantee, its employees or representatives.** Sub-Grantee assumes all liability for workers' compensation and employers' liability coverage for its own employees. Sub-Grantee is responsible for and holds MDMR harmless from loss of or damage to Sub-Grantee's tools and equipment and rented items which are used or intended for use in performing work, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Sub-Grantee or its independent contractors. Sub-Grantee must comply

with all applicable laws and government regulations, including OSHA and comparable state requirements.

- 18.2 **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event the Sub-Grantee defaults in any obligations under this Agreement, the Sub-Grantee must pay to the MDMR all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the MDMR in enforcing this Agreement or otherwise reasonably related thereto. Sub-Grantee agrees that under no circumstances is the MDMR or the State of Mississippi obligated to pay any attorneys' fees or costs of legal action to the Sub-Grantee.

## Section 19 - MISCELLANEOUS

- 19.1 **Severability.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement remains in full effect.
- 19.2 **Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.
- 19.3 **Changes.** The parties can amend this Agreement only by a written document signed by both parties.
- 19.4 **No Delegation.** The Sub-Grantee acknowledges that it was selected by the MDMR to perform the work based upon the Sub-Grantee's special skills and expertise. The Sub-Grantee must not delegate its duties under this Agreement in whole or in part without the prior written consent of the MDMR. The MDMR may, in its sole discretion, approve, approve with conditions, or deny consent without reason. Any attempted delegation or transfer of its obligations without consent is null and void. No approval by the MDMR of any subcontract or sub-grant is consent to increase the maximum price of this Agreement.
- 19.5 **Disputes.** Before pleading to any judicial system at any level, the Sub-Grantee must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of the MDMR. The decision of the Executive Director will be reduced to writing and a copy thereof mailed or furnished to the Sub-Grantee within fourteen (14) days after receipt of information requested by the MDMR or the Executive Director.

- 19.6 **Applicable Law.** This Agreement is governed and interpreted by Mississippi law. Any lawsuit arising directly or indirectly out of this Agreement must be litigated in the state courts of Mississippi.
- 19.7 **Conflict of Interest.** The Sub-Grantee shall immediately notify the MDMR in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the Sub-Grantee shall notify the MDMR of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to the MDMR's satisfaction, the MDMR reserves the right to terminate this Agreement per the Section 15.2, Termination for Convenience clause.
- 19.8 **Insurance.** If Sub-Grantee maintains workers compensation insurance and/or insurance against liability for injury to persons or property, or if it procures such insurance during the term of this Agreement, it should have the USDOJ/NPS and the MDMR named as additional insureds on all such policies for any work performed by Sub-Grantee pursuant to this Agreement and provide the MDMR with appropriate Certificates of Insurance reflecting such additions within thirty (30) days after this Agreement is fully-executed.
- 19.9 **Public Records.** MDMR shall be responsible for responding to any public records requests related to this Agreement pursuant to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1 *et seq.* The MDMR will respond to requests addressed to either of the parties herein. Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one (1) working day. Upon receipt of said request, the MDMR shall respond to the request for public information as required by the Mississippi Public Records Act. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 19.10 **Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), Sub-Grantee shall not make any public announcements in respect to this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the MDMR, and the Parties shall cooperate as to the timing and contents of any such announcement.
- 19.11 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications state in this Agreement. All modifications to the Agreement must be made in writing by the MDMR.
- 19.12 **Third Party Action Notification.** Sub-Grantee shall give the MDMR prompt notice in writing of any action or suit filed, and prompt notice of any claim made against

Sub-Grantee by any entity that may result in litigation related in any way to this Agreement.

- 19.13 **Waiver.** No delay or omission by either party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by the Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as to require waiver of future or other defaults.
- 19.14 **E-Payment.** Sub-Grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.
- 19.15 **Headings and Summary.** The headings and the Summary in this Agreement are for convenience only, and are not a complete expression of the terms of this Agreement. In any case in which the terms of the Agreement and the Summary conflict, the terms of the Agreement control.
- 19.16 **Notices:** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For the Sub-Grantee:**

Samantha Abell, City Manager

City of Gautier

Post Office Box 670

Gautier, MS 39553





**Mississippi Gulf Coast National Heritage Area  
Request for 2015 Funding Application**

**Project Title:** Gautier Historic Schoolhouse & Cultural Museum Project

**Project Location:** 902 De la Pointe Drive Gautier, MS (Jackson County)  
(Please list the county or counties where the project will take place)

**Project Category:**  Historical  Cultural  Natural Resources  Recreation

**Applicant /Organization:** City of Gautier

**Address:** P.O. Box 670 (3330 Highway 90)

**City:** Gautier **State:** MS **Zip Code** 39553

**Project Manager:** Jeremy Thames **Title:** Cultural Services Director

**Telephone:** (228) 219-7041 **Fax Number:** (228) 497-1038

**Email:** jthames@gautier-ms.gov

**Are there other organizations partnering on this project?**  Yes  No

**If yes, which organizations:** Gautier Historic Preservation Commission, the Volunteer Steering Committee  
for the Schoolhouse Project, and the American Legion Post #1992. Funding from MS Dept. of Archives & History.

**Brief Project Description (not to exceed 250 characters):**

Funding will enable the City to continue the restoration work on the dilapidated former Gautier Colored School which was built c. 1921 for African-American children. Ultimately the little schoolhouse will become a museum and meeting place.

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**Amount Requested from Mississippi Gulf Coast National Heritage Area \$** 50,000

**Amount of Matching Contributions (cash and / or in-kind) \$** 100,000 (MDAH grant and local match)

**Total Project Cost \$** \$150,000

**How many months will the project take to complete?** 12 months  
(The maximum grant period is twelve (12) months)

**Proposed Start Date:** October 1, 2015

**Target Completion Date:** September 30, 2016

**\*The application must be signed by two authorized officials of the applicant organization.**

**Statement of Assurances**

The information provided in this application is correct and complete. By signing below, we affirm that we are authorized representatives and have authority to act on behalf of the organization applying for this Mississippi Gulf Coast National Heritage Area Grant.

  
\_\_\_\_\_  
*Signature*

Gordon T. Gollott  
\_\_\_\_\_  
*Printed Name*

Mayor, City of Gautier  
\_\_\_\_\_  
*Title*

August 5, 2015  
\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*Signature*

Samantha D. Abell  
\_\_\_\_\_  
*Printed Name*

City Manager, City of Gautier  
\_\_\_\_\_  
*Title*

August 5, 2015  
\_\_\_\_\_  
*Date*

## **PROJECT PROFILE- GAUTIER HISTORIC SCHOOLHOUSE AND CULTURAL MUSEUM PROJECT**

**IMPACT STATEMENT:** This project will accomplish completion of the first phases of construction work on the rehabilitation of the historic Gautier Colored School including a new roof, restoration and accessibility of the front porch, and/or repair of existing flooring and walls.

**LINKAGE TO MGCNHA MANAGEMENT AND IMPLEMENTATION PLAN:** This project is linked to the MGCNHA Plan under 1) Developing, promoting, and marketing the heritage area by establishing interpretive and information centers; and 2) Conserving heritage resources through fostering partnerships and educating residents & visitors about historic resources.

### **PROJECT DESCRIPTION:**

- A. Project Location:** 902 De La Pointe Drive Gautier, MS 39553 (Jackson County)
- B. Need for Project:** The one-room schoolhouse was built c. 1921 by the African-American community for students of all ages. It functioned as a school until 1946 and later served as a community center, polling place, and Senior Citizens Center. Over time, the nearly 100 year old building has become too dilapidated for public use. In 2013, the MS Heritage Trust listed the building as one of the *10 Most Endangered Historic Places in Mississippi*.
- C. Goals:** The Gautier City Council and Historic Preservation Commission identified the need to restore and preserve the schoolhouse for its architectural significance (West Indies style cottage with 18-paned glass windows and local heart pine lumber) but primarily for its historic and cultural significance as one of the few remaining one-room schoolhouses on the coast. The goal is to restore the building so that it can be used as a Historic Schoolhouse and Cultural Museum with space for small gatherings. Exhibits will include the construction of the building by the local community as well as stories about some of the students who attended school there and their teachers. Well-known educator Earnestine Ellis Fountain will be honored for her service there in the 1940's. She later went on to become the first African-American Principal in the Pascagoula School District. There are many important stories to be told about the challenges of that era and how these challenges were overcome.
- D. Project Implementation:** The total cost of rehabilitating the Schoolhouse is estimated at \$425,000 and is being undertaken in phases. The first phase is currently underway and includes structural evaluation and hazardous materials assessment along with some demolition of non-original additions, abatement, repair and leveling of the foundation, repair of the roof structure, and securing the exterior envelope. The City has contracted with an architectural firm, and drawings and specifications are currently being reviewed by the MS Dept. of Archives and History prior to advertisement for bids. \$50,000 in MGCNHA funding is requested for the next phase of construction to augment the current MDAH grant. This money will provide funding for a new roof, restoration of the front porch and added accessibility, and/or repair of the existing flooring and walls after foundation repair.
- E. Regional Impact:** It is anticipated that the Gautier Historic Schoolhouse & Cultural Museum will attract visitors from all around the region due to its social/historic significance.
- F. Sustainability:** The Gautier City Council and Historic Preservation Commission are committed to the project. A volunteer Steering Committee has also been formed to assist with fundraising and promotion. Additional grant applications will be submitted to MDAH

and other relevant organizations for funding to complete the project. The City's Cultural Services Department will be responsible for maintenance and eventual facility staffing.

**PUBLIC BENEFIT:**

- A. Benefit:** The community will benefit from the transformation of a blighted building into a useful structure that will showcase the challenges faced by African Americans to receive an education during the 1920s to 1940s. This will foster an increased sense of pride and respect for heritage resources in the community.
- B. Outreach:** The project will continue to be promoted to the general public through presentations to civic groups, newsletters, posts on social media, signage at the site, and press releases and interviews with local television and news outlets. Once the building's restoration is totally completed, tourism outlets will be contacted.
- C. Impacts:** MSGCNHA funding for the continued work on the building will add another layer of funding to the project and will move the City closer to the ultimate finished product. As construction takes place at the site, local interest will be generated and momentum should be gained. While this phase of funding will not complete the restoration of the building, ultimately the community will gain a re-purposed 100 year old building that tells the story of those who actually constructed the building, taught school there, and studied next to the pot-bellied stove. Local historians, history books, and news articles have provided photographs and stories; and former students have also been interviewed. The museum will be a unique and educational historic resource that will help to tell our nationally significant story.
- D. Job Creation:** This project will create construction work opportunities and eventually will require a staff person to manage the Schoolhouse Museum.

**FUNDING:**

In December 2013, the City received a Community Heritage Preservation (CHP) Grant award from the MDAH for \$80,000 with a \$20,000 local match. The CHP grant funding is reimbursement-based upon completion of Phase I of the project (prior to the December 2016 end date). This state-funded Community Heritage Preservation grant will serve as the match to the MGCNHA grant and will exceed the required 25% match requirement. (See attached.)

**PROJECT TIMELINE/MILESTONES:**

Project Start Date: 10/01/2015	After grant awarded, additional Phase II construction elements will be added to the bid package for advertisement.
Fall 2015	Project advertised for bid and contractor selected; construction begins.
04/01/2016	Mid-year Progress Report submitted.
Completion Date: 09/30/16	Construction completed-Phases I & II. Final Project Report submitted.

**PROJECT EVALUATION AND OUTREACH AND EDUCATION REQUIREMENTS:**

The successful completion of the project will include the Phase II construction tasks finished accurately and timely prior to Sept. 30, 2016 along with submission of required reports. Mississippi Gulf Coast National Heritage Area financial support will be acknowledged on a sign(s) at the site and in marketing materials, press releases, social media posts, and newsletters.

**MS Gulf Coast National Heritage Area Grant  
Gautier Historic Schoolhouse & Cultural Museum Project**

**PROJECT BUDGET SUMMARY**

<b>Estimate of Probable Costs (Approx. 1760 sq. ft.)</b>	<b>Phase 1 Funded by MDAH Grant &amp; Local Match (non-federal \$)</b>
Professional Fees	\$21,905
Stabilization	\$69,095
Construction Administration	\$6,000
Construction Admin.-Structural Engineer	\$3,000
<b>TOTAL:</b>	<b>\$100,000</b>
	<b>Phase 2 MSGCNHA Funding Request (federal \$)</b>
Professional Fees	\$5,000
Construction Costs	\$45,000
<b>TOTAL:</b>	<b>\$50,000</b>
<b>TOTAL PROJECT COST (Phase 1 and 2):</b>	<b>\$150,000</b>

MSGCNHA Funding Request: \$50,000 (33% of total project)  
MDAH Community Heritage Preservation Grant & Match: \$100,000 (67% of total project)  
Total: **\$150,000**

**The state funded grant from MDAH exceeds the 25% cash match minimum required by the MSGCNHA grant for this project.**

Note: The Gautier Historic Schoolhouse & Cultural Museum Restoration Project is estimated to cost approximately \$425,000 for the entire project. Funding is requested to help complete Phase I and II of the project to stabilize the structure and to begin the interior restoration. See the attached Estimate of Probable Costs from Dale Partners Architects for a breakdown of costs for the entire project.

Dale Partners Architects	8.1.15
<b>Rehabilitation Of the Old Gautier School-</b>	
<b>Estimate of Probable Costs</b>	
approx. 1760 sf for original building and back addition	
<b>PHASE ONE-MDAH GRANT</b>	
<b>Phase One - Professional Fees</b>	
Photographic Documentation	\$2,990
Structural Evaluation	\$3,100
Hazardous Materials Report	\$1,815
As built drawings	\$6,000
Plans for Stabilization	\$8,000
<b>Total</b>	<b>\$21,905</b>
<b>Phase One - Stabilization</b>	
Hazardous material abatement, Demolition, repair and level foundation, repair roof structure, secure exterior envelope.	\$69,095
<b>Phase One - Construction Admin</b>	
abatement specs and approx 24 hrs of bidding and negotiating and Construction site visits and administration.	\$6,000
<b>Phase One - Add'l Construction Admin Fees</b>	
Anticipated for site visits required by SE for foundation repair. WILL NEED TO BE ADDED BY AMENDMENT IF DETERMINED NECESSARY AFTER BID	\$3,000
<b>Phase One TOTAL</b>	<b>\$100,000</b>
<b>PHASE TWO- DMR GRANT</b>	
<b>Phase Two - Professional Fees</b>	
	\$5,000
<b>Phase Two - Construction Costs</b>	
Install new roof (\$15,000), restore front porch and make accessible (\$15,000) and/or repair existing flooring and walls after foundation repair (\$15,000).	\$45,000
<b>Phase Two TOTAL</b>	<b>\$50,000</b>
<b>PHASE THREE-FUTURE MDAH GRANT</b>	
<b>Phase Three - Professional Fees</b>	
	\$25,000
<b>Phase Three - Construction Costs</b>	
Repair and Refinish Interior Floors, walls and ceilings, repair and refinish existing ext. siding, repair and refinish existing window, replace missing windows, provide new entrance doors, rebuild back addition for storage and ADA, restore front porch and make accessible.	\$170,150
<b>Phase Three TOTAL</b>	<b>\$195,150</b>
<b>PHASE FOUR-FUTURE MDAH GRANT</b>	
<b>Phase Four - Professional Fees</b>	
	TBD
<b>Phase Four - Construction Costs</b>	
Complete paint work, complete water and sewer connections, install plumbing fixtures, appliances, hardware, toilet accessories, HVAC, complete installation of electrical work, light fixtures and fire alarm.	\$79,850
<b>Phase Four TOTAL</b>	<b>\$79,850</b>
<b>Project Total</b>	<b>\$425,000</b>



## Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements

The grant program of the Mississippi Gulf Coast National Heritage Area is funded with public dollars provided through the National Park Service. As a condition of funding, grantees agree to acknowledge the support of the Mississippi Gulf Coast National Heritage Area in all of the following ways:

1. Notification of Legislators: Send a letter to your representatives in Congress and the Mississippi Legislators to notify them that your project has received a federal grant award through the Mississippi Gulf Coast National Heritage Area. We will provide a list of addresses by email.
2. Publications: Use the Mississippi Gulf Coast National Heritage Area logo and credit line verbatim in all project-related published materials, print and online.
  - a. Credit line:  
This project is made possible by a grant from the Mississippi Gulf Coast National Heritage Area.
  - b. Alternative credit line #1:  
This project is made possible in part by a grant from the Mississippi Gulf Coast National Heritage Area.
  - c. Alternative credit line #2:  
Support and funding provided by the Mississippi Gulf Coast National Heritage Area.

**Any alternative wording of this credit line must be cleared in advance with Rhonda Price**

3. Link to Website: Provide a hyperlink from your website or blog, e-newsletter, and/or project-related social media platforms to the Mississippi Gulf Coast National Heritage Area website ([www.msgulfcoastheritage.ms.gov](http://www.msgulfcoastheritage.ms.gov)). We strongly prefer you link both the Mississippi Gulf Coast National Heritage Area logo and name.
4. Press Releases: Acknowledge (with credit line) the support of the Mississippi Gulf Coast National Heritage Area in all press released related to the grant project.
5. Verbal Acknowledgment: Provide verbal acknowledge of the support of the Mississippi Gulf Coast National Heritage Area in all public presentations, meetings, classes, and/or workshops supported by the grant.

**Be sure to provide copies of all promotional materials and press clippings in your final report to the Mississippi Gulf Coast National Heritage Area.**

**Please direct all inquiries and material relating to these outreach requirements to:**

Mississippi Gulf Coast National Heritage Area

1141 Bayview Avenue

Suite 202

Biloxi, MS 39530

Attention: Rhonda Price



**Mississippi Gulf Coast National Heritage Area Grant Program  
Progress Report Form**

<b>Grantee Name</b>	
<b>Project Title</b>	
<b>Amount of Grant</b>	
<b>Report Date</b>	

- 1. Please list your project objectives.**
  
- 2. Please describe what you have accomplished with the project since your project has begun.**
  
- 3. Has anything unexpected happened since starting your project? If so, is it affecting your plan for implementation?**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## MGCNHA Grant Financial Report Form

### Summary of Documented Expenses to Be Reimbursed and Matching Contributions

Grantee: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

**Notes:**

1. At the time of the reimbursement request, the grantee should document a total amount of matches that is at least equal to the amount requested for reimbursement.
2. For each expenditure listed, the grantee must submit documentation of cost (copy of invoice and/or receipt) and documentation of payment (copy of cancelled check (preferred), copy of check, and/or copy of receipt).
3. If allowed as a reimbursable expense or match by the grant contract, mileage costs must be further documented on a separate sheet of paper with a breakdown of miles traveled, destinations, and reimbursement rate.
4. If allowed as a reimbursable expense or match by the grant contract, project labor must be further documented on a separate sheet of paper with a breakdown of hours contributed and hourly rates for each individual.

**Certification by Financial Officer or Authorized Representative**

I certify that the expenditures and matching contributions reported below are accurate, legitimate, and necessary for the accomplishment of the grant project.

Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Item	Vendor/Provider	Check #	Amount	Portion to Be Reimbursed	Portion to Count as Match	Documentation Provided
<b>Totals</b>			0.00	0.00	0.00	
Amount Requested for Reimbursement at This Time			_____		Amount of Match - This Period	
Amount Previously Reimbursed and/or Advanced			_____		Amount of Match - Previously Documented	
Total			0.00	Total		0.00



**Mississippi Gulf Coast National Heritage Area Grant Program  
Final Report Form**

<b>Grantee Name:</b>	
<b>Project Title:</b>	
<b>Amount of Grant:</b>	
<b>Date Project Was Completed:</b>	

1. Please list your project objectives.
2. Please describe what you accomplished with the project.
3. Have you received any preliminary indication of the success or effectiveness of the project? If so, please describe, using quantitative measures if available.
4. Did anything unexpected happen during the project? If so, how did it affect your results?
5. Describe one or two lessons learned during the implementation of the project.
6. What is next? Describe what will happen to the project in the future.
7. What difference did the Mississippi Gulf Coast National Heritage Area's support of the project make to the project and to your organization?
8. How did you acknowledge the support of the Mississippi Gulf Coast National Heritage Area?

Separately, please provide copies of completed work materials, publicity, and/or digital photos, per the specific terms of your grant agreement.

I certify that \_\_\_\_\_ (organization name) will maintain and hold all grant related records, including financial documentation, for a minimum of three years following the completion of the grant project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title