

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants & Projects Manager
Date: September 13, 2016
Subject: City Park Boat Launch Improvements Sub-Grant Agreement with Mississippi Department of Marine Resources

REQUEST:

The Economic Development and Planning Department requests City Council authorization to enter into a Sub-Grant Agreement with the Mississippi Department of Marine Resources to accept a City Park Boat Launch Improvements grant.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

DISCUSSION:

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$190,310 in federal funds, which requires a 25 percent match of \$65,300. The City is submitting an amended Tidelands application to MDMR to request the use of FY16 Tidelands funds to satisfy the local match requirement. This \$255,610 project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize acceptance of the City Park Boat Launch Improvements grant and the execution of a sub-grant agreement with MDMR.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Sub-Grant Agreement as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):

1. Sub-Grant Agreement with Attachments



STATE OF MISSISSIPPI

Phil Bryant
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Jamie M. Miller, Executive Director

SUB-GRANT AGREEMENT

City of Gautier

Sub-Grant # MS-F-F16AF00484

SECTION 1.0: Parties to the Agreement

This Agreement is by and between the Mississippi Department of Marine Resources, hereinafter referred to as MDMR, and the City of Gautier, hereinafter referred to as Sub-Grantee (DUNS # 96-444-7817).

SECTION 2.0: Purpose

This Agreement defines the rights and duties of the parties regarding the grant known as **Federal Grant Award MS-F-F16AF00484 – “City Park Boat Launch Improvements – City of Gautier.”**

SECTION 3.0: Responsibilities of MDMR and Sub-Grantee

3.1 MDMR Responsibilities:

- 3.1.1 Routine management of this project including, but not limited to review of invoices, review of technical information, periodic reports to the United States Fish and Wildlife Service (USFWS), as required, and close-out of grant payments.
- 3.1.2 Review of progress reports on the Sub-Grantee’s ongoing activities.
- 3.1.3 Coordination of activities, decisions and results derived from this effort with other State and Federal agencies, if necessary.

3.2 Sub-Grantee Responsibilities:

- 3.2.1 The Sub-Grantee is responsible for services outlined below in Section 4.0.

- 3.2.2 The Sub-Grantee recognizes that this proposal is being funded as a Sub-Grant Agreement by the USFWS Federal Assistance Grant known as MS-F-F16AF00484 – “City Park Boat Launch Improvements – City of Gautier”, CFDA Program 15.605.
- 3.2.3 The Sub-Grantee will coordinate all communication with the MDMR through Rhonda Price, Office of Restoration and Resiliency.
- 3.2.4 The Sub-Grantee is responsible for obtaining all applicable permits prior to commencing work covered by said permits and providing the MDMR with a copy of same.
- 3.2.5 The Sub-Grantee is responsible for complying with all requirements as stated in the Award Letter from USFWS to MDMR dated June 21, 2016. A copy of the Award Letter is attached hereto and incorporated herein as Attachment “A”.

3.3 Joint Responsibilities:

- 3.1.1 The MDMR and Sub-Grantee shall jointly determine the direction of the project objectives and activities according to the USFWS Federal Assistance Grant known as MS-F-F16AF00484 – “City Park Boat Launch Improvements – City of Gautier”.

SECTION 4.0: Scope of Work

This Agreement will provide for all or part of the following tasks:

- 4.1 The Sub-Grantee will improve the existing public boat launches and docks by removing the deteriorated or damaged components that have exceeded their design life. The scope of the project will include removing and replacing the two existing deteriorated boat launches; removing and replacing the existing deteriorated boat dock decking and deck structure; removing and replacing the deteriorated wooden bulkhead; and adding an accessible kayak and canoe launch as well as an accessible route to the dock area.

SECTION 5.0: Consideration and Payment

- 5.1 **Consideration.** As consideration for the performance of this Agreement, the MDMR agrees to pay the Sub-Grantee the amount incurred in the performance of this Agreement not to exceed **One Hundred Ninety Thousand, Three Hundred Ten Dollars and Zero Cents (\$190,310.00)**. Under no circumstances will

payment be made for work performed outside the performance period of the Federal award and this Agreement.

- 5.2 **Payment.** The MDMR agrees to make payments within 45 days of receipt of a correct or approved invoice/request for reimbursement and the supporting documentation. *Invoices/requests for reimbursement must be submitted within fifteen (15) days after the end of the month in which the work occurred.* Invoices should be submitted no more frequently than monthly and no less than quarterly. Final payment will be made upon approval of final invoice and final performance report. All final invoices and final performance report are due 60 days after grant expiration to be considered for payment. Under no circumstances will payment exceed **One Hundred Ninety Thousand, Three Hundred Ten Dollars and Zero Cents (\$190,310.00)**. Compliance with subsection 3.2.4 hereinabove is a requirement for reimbursement.
- 5.3 Sub-Grantee will provide a matching sum of **Sixty-Five Thousand, Three Hundred Dollars and Zero Cents (\$65,300.00)** in either cash or in-kind services making the total funding **Two Hundred Fifty-Five Thousand, Six Hundred Ten Dollars and Zero Cents (\$255,610.00)**. Matching funds cannot be derived from Federal funds, except as authorized by specific legislation.
- 5.4 Invoices/requests for reimbursement submitted by the Sub-Grantee will include:
- 5.4.1 The Grant number – MS-F-F16AF00484 / Internal Order number 3000015532.
 - 5.4.2 The time period for services incurred.
 - 5.4.3 Category breakdown for expenses (including Match).
 - 5.4.4 Activity Report.

Invoices/requests for reimbursement will be reviewed to determine: (1) that the indicated costs are allowable under appropriate guidelines; and, (2) that the work performed contributes directly to the accomplishment of established objectives. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount.

SECTION 6.0: Reporting Requirements

- 6.1 **Activity Report.** In compliance with the Federal Assistance Grant Reporting Requirements, the Sub-Grantee shall provide a written final activity report to the MDMR summarizing work undertaken, in progress or completed. The report will

be due no later than June 29, 2017. (There will be no cost associated with this report.)

- 6.2 If performance is inadequate, the Sub-Grantee will be notified in writing of the specific problems that must be corrected. The MDMR's Executive Director shall resolve disputes over performance. Reimbursements for project costs under 4.0 will be made only if performance is determined to be adequate.

SECTION 7.0: Period of Performance

- 7.1 The Sub-Grantee agrees to execute the objectives of this project as stated in Federal Grant Award MS-F-F16AF00484 – “City Park Boat Launch Improvements – City of Gautier” beginning July 25, 2016 to April 30, 2017. By mutual agreement between MDMR and Sub-Grantee, the Federal Grant Award MS-F-F16AF00484 – “City Park Boat Launch Improvements – City of Gautier” will include all pre-award costs that were incurred during the approval date of the grant which was May 1, 2016. If deemed necessary, this Agreement may be extended on a no-cost basis with prior approval before grant expiration.

SECTION 8.0: Standard Terms and Conditions

The Sub-Grantee certifies that it:

- 8.1 Has the legal authority to apply for the program and has the institutional, managerial, and financial capability (including where applicable, funds sufficient or in-kind match to pay the sub-grantee's share of the project cost) to ensure proper planning, management, and completion of the project described in this proposal.
- 8.2 Will give the MDMR, the Mississippi State Auditor, USFWS, the Inspectors General and the Comptroller General of the United States, and any other authorized representative, access to and the right to examine all records, books, papers, or documents related to the award and necessary for MDMR to comply with 2 CFR 200.300 Statutory and national policy requirements through 200.309 Period of performance, and Subpart F – Audit Requirements of this part; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives and maintain separate accountability for the funds.
- 8.3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 8.4 Will initiate and complete the work within the applicable time frame after receipt of approval from the MDMR.

- 8.5 Will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the proposal.
- 8.6 Will comply with the Endangered Species Act of 1973, as amended. Sub-Grantee understands that the USFWS has requested information consultation with the National Marine Fisheries Service (NMFS) to concur with its determination that the activities funded under this award will not adversely affect threatened or endangered species or critical habitat listed under the NMFS's jurisdiction. Sub-Grantee further understands that Section 9 of the Endangered Species Act and Federal regulation pursuant to section 4(d) of the Act prohibit the taking of endangered and threatened species, respectively, without special exemption. Therefore, Sub-Grantee will immediately report to the Wildlife and Sport Fish Restoration Program and the MDMR if: (1) any threatened or endangered species are incidentally taken; (2) information reveals effects of the Sub-Grantee's action under this Agreement may affect listed species or critical habitat, (3) the project under this Agreement is subsequently modified in a manner that causes an effect to listed species or critical habitat; or, (4) a new species is listed or critical habitat designation that may be affected by the activities funded under this Agreement.
- 8.7 Agrees that equipment purchased with funds under this Agreement shall be used by the Sub-Grantee in the program or project for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When the equipment is no longer needed for the original program purposes, the equipment may be used in other activities currently or previously supported by the USFWS.

- 8.8 Acknowledges that the Wildlife and Sport Fish Restoration Program encourages all grantees and sub-grantees to comply with all of their state laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as their state implements it. *See* U.S. Fish and Wildlife Service Environmental Quality site at: <http://www.fws.gov/contaminants/Issues/IPM.cfm>.
- 8.9 Will notify the MDMR in writing of any actual or potential conflicts of interest that may arise during the life of this Agreement. Conflicts of interest include any relationship or matter which might place the Sub-Grantee or the Sub-Grantee's employees in a position of conflict, real or apparent, between their responsibilities under this Agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interest, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the Agreement that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Sub-Grantee or the Sub-Grantee's employees in the matter. Sub-Grantee understands that MDMR will forward the notice to the USFWS Service Project Officer who, in consultation with the Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Sub-Grantee or the Sub-Grantee's employee(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the USFWS may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including termination of this Agreement.
- 8.10 Will disclose, in a timely manner, in writing to the MDMR all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment. (*See* 2 C.F.R. § 200.113, 2 C.F.R. Part 180, and 31 U.S.C.3321.)
- 8.11 Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 8.12 Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency

with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205); and (g) the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

- 8.13 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- 8.14 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).
- 8.15 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No.A-133.
- 8.16 Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program including, but not limited to 2 C.F.R. §§ 200, *et al.*; the Dingell-Johnson Sport Fish Restoration Act of 1950, 64 Stat. 430, as amended 16 U.S.C. 777-777n; and 50 C.F.R. Part 80 — Administrative Requirements, Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts; Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); 41 U.S.C. § 6306; 2 C.F.R. Part 170 (reporting Subawards and Executive Compensation), and 2 C.F.R. Part 1401 (Requirements for Drug-Free Workplace).
- 8.17 **Whistleblower Protection.** This Agreement and all employees working on the project which is the subject of this Agreement are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239). The Sub-Grantee and their contractors awarded contracts over the simplified acquisition threshold related to this Agreement, shall inform their employees in writing, in the predominant language of the workforce of the employee whistleblower rights and protections under 41 U.S.C. 4712. The Sub-Grantee shall insert this clause in all contracts over the simplified acquisition threshold related to this Agreement.
- 8.18 **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.

- 8.19 **Applicable Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State.
- 8.20 **Compliance with Laws.** The Sub-Grantee understands that the State is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and the Sub-Grantee agrees during the term of the Agreement that the Sub-Grantee will strictly adhere to this policy in its employment practices and provision of services. The Sub-Grantee shall comply with, and all activities under this Agreement shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now exist and as may be amended or modified.
- 8.21 **Availability of Funds.** It is expressly understood and agreed that the obligation of the MDMR to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at anytime, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MDMR, the MDMR shall have the right upon ten (10) working days written notice to the Sub-Grantee, to terminate this Agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 8.22 **Changes.** This Agreement shall not be modified, altered, or changed except by the mutual agreement by an authorized representative of each party to this Agreement and must be confirmed in writing through the MDMR sub-grant modification procedures.
- 8.23 **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the MDMR.
- 8.24 **Termination Provisions.** If the Sub-Grantee fails to fulfill its obligations under this Agreement, or if the Sub-Grantee violates any of the conditions and

stipulations contained in this Agreement, the MDMR shall have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination, and specifying the effective date thereof. Any such notice of termination will be made in no less than seven (7) calendar days. In this event, the Sub-Grantee shall be entitled to receive just and equitable compensation for any work performed through the effective date of such termination, provided that the MDMR Executive Director determines that the cost incurred were done so in compliance with the provisions stated in this document.

8.25 Independent Sub-Grantee Status. The Sub-Grantee shall, at all times, be regarded as an independent Sub-Grantee and shall at no time act as an agent for the MDMR. Nothing herein shall be deemed or construed by the MDMR, the Sub-Grantee, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any similar such relationship between the MDMR and the Sub-Grantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDMR or the Sub-Grantee hereunder, shall create or shall be deemed to create a relationship other than the independent relationship of the MDMR and the Sub-Grantee. Sub-Grantee's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDMR.

8.26 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, shall have access to, and the right to audit/examine any pertinent documents, paper, and records, related to charge and performance under this Agreement. Such records shall be retained as provided in 2 C.F.R. § 200.333, Retention Requirements for Records.

8.27 Termination for Convenience Clause

8.27.1 Termination. The MDMR may, when the interests of the State so require, terminate this sub-grant in whole or in part, for the convenience of the State. The MDMR shall give thirty (30) days written notice of the termination to the Sub-Grantee specifying the part of the sub-grant terminated and when termination becomes effective.

8.27.1 Sub-Grantee's Obligations. The Sub-Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Sub-Grantee will stop work to the extent specified. The Sub-Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Sub-Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The MDMR may direct the Sub-Grantee to assign the Sub-Grantee's right, title, and interest under terminated orders or subcontracts to the State. The Sub-

Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

- 8.28 **Ownership of Documents and Work Papers.** The MDMR shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Sub-Grantee's internal administrative and quality assurance files and internal Project correspondence. The Sub-Grantee shall deliver such documents and working papers to Grantee upon termination or completion of the Agreement. The foregoing notwithstanding, the Sub-Grantee shall be entitled to retain a set of such work papers for its files. Sub-Grantee shall be entitled to use such work papers only after receiving written permission from the Grantee and subject to any copyright protections.
- 8.29 **Public Records Clause.** As outlined in Section 3.0 Subsection (3.1.1), MDMR has the responsibility to oversee and monitor all phases of this project. Therefore, MDMR shall be responsible for responding to any public records requests pursuant to the Mississippi Public Records Act, Sections 25-61-1 *et seq.*, Miss. Code Ann. MDMR shall respond to requests addressed to either of the parties herein. The Sub-Grantee shall notify and provide a copy of any public information request addressed to the Sub-Grantee within one 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. The Sub-Grantee will provide to the USFWS or the Department of the Interior (DOI), if requested, research data or other information necessary for the USFWS or the DOI to respond to a request under the Freedom of Information Act, 5 U.S.C. § 552. No party to this Agreement shall be liable to the other party for disclosure of information required by court order or required by law.
- 8.30 **Transparency.** This Agreement falls 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.mississippi.gov. Information identified by Sub-Grantee as trade secrets, or other proprietary information, or any other information which is required confidential by State or Federal law or outside the applicable freedom of information statutes, will be redacted. In the event the MDMR receives a public records request for documents containing information identified by the Sub-Grantee as trade secrets or proprietary information, the MDMR will notify the Sub-Grantee who will be given a reasonable time to obtain a court order protecting the information. See Mississippi Code Annotated § 25-61-9(1).

- 8.31 **Release of Information.** The MDMR, as a State management, regulatory, and enforcement agency, shall have the exclusive right to release data and information acquired from this project to the press and public. The Sub-Grantee may release information obtained from this project only after obtaining written permission from the MDMR. Sub-Grantee shall not be entitled to release information for publications or exchange any information developed by this project without first obtaining written permission from the MDMR.
- 8.32 **Authority to Enter into Agreement.** The Sub-Grantee certifies (a) that it is a municipality; (b) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely effect its ability to perform its obligations under this Agreement.
- 8.33 **Copyright Provisions.** The MDMR grants to the Sub-Grantee the right to copyright materials and articles that may result from activities carried out under this Agreement. The MDMR and USFWS shall have an unlimited royalty free license to use, reproduce, translate, or publish the product (s) produced under this agreement and to grant this license to any sub-licensee. The Sub-Grantee shall in no way limit the dissemination and/or utilization of such material and data as shall arise from the work performed under the Agreement. Any publications or presentations resulting from this project shall give appropriate credit to MDMR and USFWS.
- 8.34 **Accounting.** Payments by state agencies using the State's Accounting System shall be made and remittance information provided electronically as directed by the State. Alternatively, the MDMR may make payments using paper checks, at its discretion. These payments shall be deposited into the bank account of the Sub-Grantee's choice. The State, may, at its sole discretion, require the Sub-Grantee to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Sub-Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 9.0: Incorporation of Documents

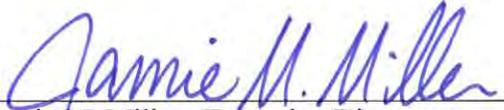
The following documents are attached hereto and incorporated herein by reference:

1. Attachment "A", Notice of Grant Award MS-F-F16AF00484;
2. Attachment "B", Project Proposal (City Park Boat Launch Improvements – City of Gautier)

The undersigned hereby execute this Agreement and represent that the authority to execute this Agreement has been granted by the appropriate governing bodies.

MS DEPARTMENT OF MARINE RESOURCES

CITY OF GAUTIER



Jamie M. Miller., Executive Director

Paula Yancey, City Manager

Date: 7.29.2016

Date: _____



United States Department of the Interior

FISH AND WILDLIFE SERVICE

1875 Century Boulevard
Atlanta, Georgia 30345

In Reply Refer To:
FWS/R4/WSFR/

JUN 21 2016

Mr. Jamie M. Miller, Executive Director
Mississippi Department of Marine Resources
1141 Bayview Avenue, Suite 101
Biloxi, Mississippi 39530
DUNS: 122490324

Subject: Notice of Grant Award MS-F-F16AF00484

Dear Mr. Miller:

Your organization's application for Federal financial assistance titled "*City Park Boat Launch Improvements – City of Gautier*" submitted to the U.S. Fish and Wildlife Service (Service), CFDA Programs 15.605 is approved effective May 1, 2016. This award is made under the authority of the Dingell-Johnson Sport Fish Restoration Act of 1950, 64 Stat. 430 as amended, 16 U.S.C. 777-777n. For a complete list of this program's authorizing legislation, go to <https://www.cfda.gov/> and search by the CFDA Program number. This award is made based on Service approval of your organization's application package, hereby incorporated by reference into this award. Funds under this award are to be used to improve existing public boat launch facilities at George Martin City Park and add accessible floating kayak launch.

The performance period for this Award is May 1, 2016 through April 30, 2017. If you need more time to complete project activities, you must submit a written request to extend the performance period to the Wildlife and Sport Fish Restoration Program Chief at r4federalassistance@fws.gov before the end of the stated performance period (see Performance Period Extension sections in enclosure). Only allowable costs resulting from obligations incurred during the project period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the project period, unless the Service approves a final financial reporting period extension (see *Reporting Requirements* section in enclosure).

The table below documents the approved funding for this award, including the Federal share and non-Federal match:

	Funding Sub-Account	Federal Funds	Federal %	Matching Funds	Match %	Total Award
	9522	\$190,310	75%	\$65,300	25%	\$255,610
Totals:		\$190,310	75%	\$65,300	25%	\$255,610

Prior Approvals: Recipients are required to request prior approvals for program and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. See *Project and Budget Revisions* section in enclosure.

Financial and Performance Reporting Requirements:

Final financial and performance reports are required under this award. The report periods and due dates under this award are:

Report Title	Report Period:	Due Date
Final Federal Financial Report (SF-425)	May 1, 2016 to April 30, 2017	July 29, 2017
Final Performance Report	May 1, 2016 to April 30, 2017	July 29, 2017

All Reports should be sent to r4federalassistance@fws.gov. The TRACS number for this grant is 215800589

Terms and Conditions: Acceptance of this financial assistance award carries with it the responsibility to be aware of and comply with the terms and conditions, attached, applicable to the award. This includes the Federal regulations that are always applicable to Service awards; these terms and conditions for State, Local and Federally-recognized Indian Tribal Governments are found in the Service's *Financial Assistance Award Terms and Conditions* (see enclosure). In addition, the following Special Conditions apply:

Special Conditions and Provisions:

Grant Approval is determined to be at the Grant level. Your agency should track performance accomplishments at the Grant level, and report on all of them in the Final Performance Report. See Reporting Requirements section in enclosure for details.

Cost accounting is required at the Grant Award's subaccount level. Your agency should track costs at this level and report them in the Final Financial Report

Endangered Species Act: Pursuant to Section 7 of the Endangered Species Act of 1973, as amended, the U.S. Fish and Wildlife Service has requested informal consultation with the National Marine Fisheries Service (NMFS) to concur with our determination that the activities funded under this award are *may affect but are not likely to adversely affect* threatened or endangered species or critical habitat listed under their jurisdiction. Section 9 of the Endangered Species Act and Federal regulation pursuant to section 4(d) of the Act prohibit the take of endangered and threatened species, respectively, without special exemption. Therefore, if: (1) any threatened or endangered species are incidentally taken, (2) new information reveals effects of the agency action that may affect listed species or critical habitat, (3) the project is subsequently modified in a manner that causes an effect to listed species or critical habitat, or (4) a new species is listed or critical habitat designated that may be affected by the activities funded under this award, this information must be immediately reported to the Mississippi Ecological Services Field Office and the Wildlife and Sport Fish Restoration Program.

Mr. Miller

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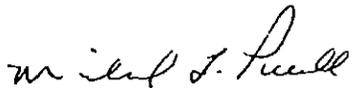
Pursuant to Section 106, national Historic Preservation Act, the US Fish and Wildlife service has started consultation with Indian tribes that may be affected by the undertaking of this award. To ensure that your contractors and Project Leaders are aware of our concerns for Native American cultural resources, it is required that your construction plans and work orders stipulate that work be stopped immediately, and the Wildlife and Sport Fish Restoration Program be contacted immediately, if any historic properties of religious and cultural significance are uncovered. Additional conditions may apply as stipulated in your assurances if any comments are received during our Section 106 tribal consultation.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Marielle Peschiera U.S. Fish and Wildlife Service Wildlife and Sport Fish Restoration Program 1875 Century Blvd. Suite 240 Atlanta, GA 30345 (404) 679-7180 - office	Melanie Lane Department of Marine Resources 1141 Bayview Avenue, Suite 101 Biloxi, Mississippi 39530

Copies of the Grant Award documents have been e-mailed to your grant coordinator. Please contact me at (404) 679-4154 or Marielle Peschiera at (404) 679-7180 if you have any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely yours,



Michael L. Piccirilli
Chief - Wildlife and Sport Fish Restoration Program

Enclosure

Additional Information

Terms of Acceptance: Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service carries) with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service awards are listed by recipient type in the **Service Financial Assistance Award Terms and Conditions** posted on the Internet at <http://www.fws.gov/grants/atc.html> under the link to "Effective as of: January 1, 2016". If you do not have access to the Internet and require a full text copy of the award terms and conditions, contact our office.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Project and Budget Revisions: Recipients are required to report deviations from approved budgets, and approved project scope or objectives. Recipients are required to request prior approvals for project and budget revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award. For a non-construction grant with a Federal share of the project exceeding the Simplified Acquisition Threshold of \$150,000, this Grant Award is subject to the prior written approval requirements of 2 CFR 200.308(e) for transfer of funds among direct cost categories or programs, functions, and activities in which the cumulative amount of such transfers exceeds 10 % of the total budget as last approved by the Federal awarding agency.

Performance Period Extensions: If additional time is needed to complete the approved project, you must send an SF-424 and written notice to the Service at r4federalassistance@fws.gov. This notice must be received by the Service **before the authorized performance period end date** of the grant, and must include supporting reasons and a revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed

Reporting Requirements: Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. This form is available at http://www.whitehouse.gov/omb/grants_forms.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service at r4federalassistance@fws.gov identifying the type of report to be extended, the requested revised due date up to 90 days, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the recipient's operations. Requests for reporting due date extensions must be received by the Service **no later than one day before** the original reporting due date.

Failure to Report: In accordance with the Service Manual chapter 516 FW 2 *Performance Reporting for Grant and Cooperative Agreement Awards*, failure to submit reports by the required due dates may result in the following progressive actions, including but not limited to:

- a) notifying your State Director in writing that a Financial Status and/or Project Performance

Effective: 19 January 2016

- Report was not received;
- b) withholding cash payment pending receipt of the required report(s);
 - c) denying the use of Federal funds and all forms of matching funds;
 - d) whole or partial suspension, or termination of the current grant award;
 - e) withholding of future awards for the program; and,
 - f) other legal actions as stated in the interim guidance

Payments: Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

Significant Developments Reports (see 2 CFR 200.328(d)): Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- Problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation.
- Favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures: Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, and 31 U.S.C. 3321).

Integrated Pest Management: The Wildlife and Sport Fish Restoration Program encourages all grantees to comply with all of their State laws, regulations, and policies regarding pest management, pesticide application, invasive species management, disease control, and best management practices when conducting pest management actions using funding associated with a Wildlife and Sport Fish Restoration Program grant. This includes compliance with the Federal Insecticide, Fungicide and Rodenticide Act as your State implements it. For further information, contact your State agency that manages pest control issues and/or visit the Service Environmental Quality site at: <http://www.fws.gov/contaminants/Issues/IPM.cfm>.

JACKSON COUNTY

Public Access Grant Program

**U.S. Department of Interior
Fish and Wildlife Service**

FY 2016

City Park Boat Launch Improvements

For the

City of Gautier

Public Access Grant Program

Application Project Summary

TITLE: City Park Boat Launch Improvements	NUMBER:
APPLICANT: City of Gautier	CONTACT: Rhonda Price PHONE: (228) 523-4150
TOTAL COSTS: \$255,610	SPONSOR MATCH: 25% Minimum by City of Gautier
FUNDS REQUESTED: \$190,310	MATCH (In Kind): \$65,300

Project Description:

The City of Gautier proposes to improve the existing public boat launch facilities at George Martin City Park and add extra amenities for public use. The two boat launches are located on a small unnamed bayou extending south from Mary Walker Bayou. The facilities are very popular among boaters across Jackson County and see heavy boat traffic. Eco-tour boats also utilize this boat launch frequently. The existing boat launches, surrounding dock areas, and adjacent wooden bulkhead are aging and showing signs of significant deterioration and damage. This poses a safety risk to launch users, eco-tourists and the visiting public.

The objective of the project is to facilitate safe public access to the City Park boat launches and to add at least one accessible floating kayak launch. The facility currently has no designated kayak launch, but public demand for such amenities is increasing as the number of kayak users increases in Jackson County and Gautier.

Refurbishment of the launches, docks and bulkhead will allow safe and convenient access for this busy public facility. From this boat ramp, residents and visitors will be able to enjoy all of the recreational and scenic opportunities that this part of Jackson County has to offer.

Gautier is located at 30.38885 N, 088.63986 W. According to the United States Census Bureau, the city has a total area of 32 square miles. The population was 18,572 at the 2010 census.

Scope of Work:

The goal of this project is to improve the existing public boat launches and docks by removing the deteriorated or damaged components that have exceeded their design life. The scope of the project will include removing and replacing the two existing deteriorated boat launches; removing and replacing the existing deteriorated boat dock decking and deck structure; removing and replacing the deteriorated wooden bulkhead; and, adding an accessible kayak and canoe launch as well as an accessible route to the dock area.

The existing boat launches have developed cracks, surface defects, and changes in the grade over the years of excessive use. These launches will be removed and replaced with new reinforced concrete launches over an aggregate base. The concrete launches will be provided at the standard design slope or grade. The launches will also be finished with a nonskid surface to improve vehicle traction during launching.

The existing weathered and deteriorated decking along the boat launches and dock areas will be removed. Any deteriorated, damaged, or defected framing members will also be removed. All materials removed will be replaced with pressure treated commercial grade wood secured with stainless steel screws, straps, and galvanized bolts. The docks will include appropriate signage engraved into the deck boards limiting usage to docking and launching of boats, personal watercraft, kayaks, and other such water vessels.

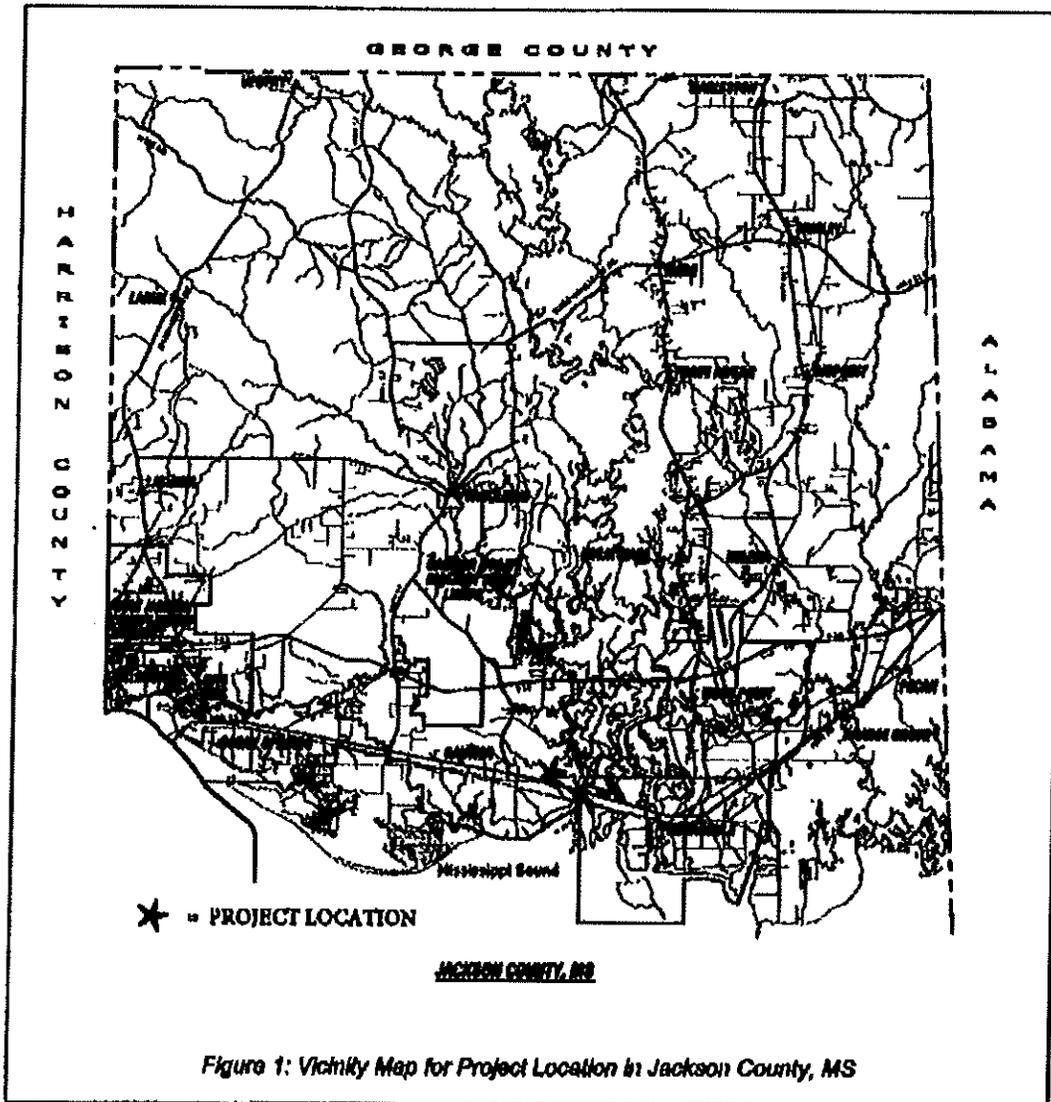
The existing wooden bulkhead will be removed and replaced with a durable vinyl bulkhead system. The vinyl materials will provide years of support without experiencing deterioration common to wooden bulkheads. The new bulkhead will be installed in the same footprint as the removed bulkhead. The top of the bulkhead will be connected to the dock structure to provide additional lateral support along the docks. The bulkhead will also provide a barrier around the dock and launch areas to avoid scour from maneuvering powered vessels while helping maintain the water depths in the docking area.

A kayak and canoe launch is in great demand at the project site with the increased interest in eco-tourism and close proximity to the marsh for fishing and bird watching. The proposed launch will be an accessible floating launch made of durable materials. Signage will also be provided.

With the exception of the kayak launch, all new components of this project will be replaced or reconstructed in the same footprint as the materials being removed. In addition, no dredging is anticipated to be required and no timber piles are anticipated to be replaced.

Location Information:

The project is located in City Park which is located in the City of Gautier, Jackson County, Mississippi, at 914 De La Pointe Drive. The project is located on a small unnamed bayou extending south from Mary Walker Bayou. Mary Walker Bayou provides direct access to the East Pascagoula River that flows into the Mississippi Sound. The following Figures 1 and 2 provide vicinity maps of the approximate location of the project within Jackson County and the City of Gautier, respectively.



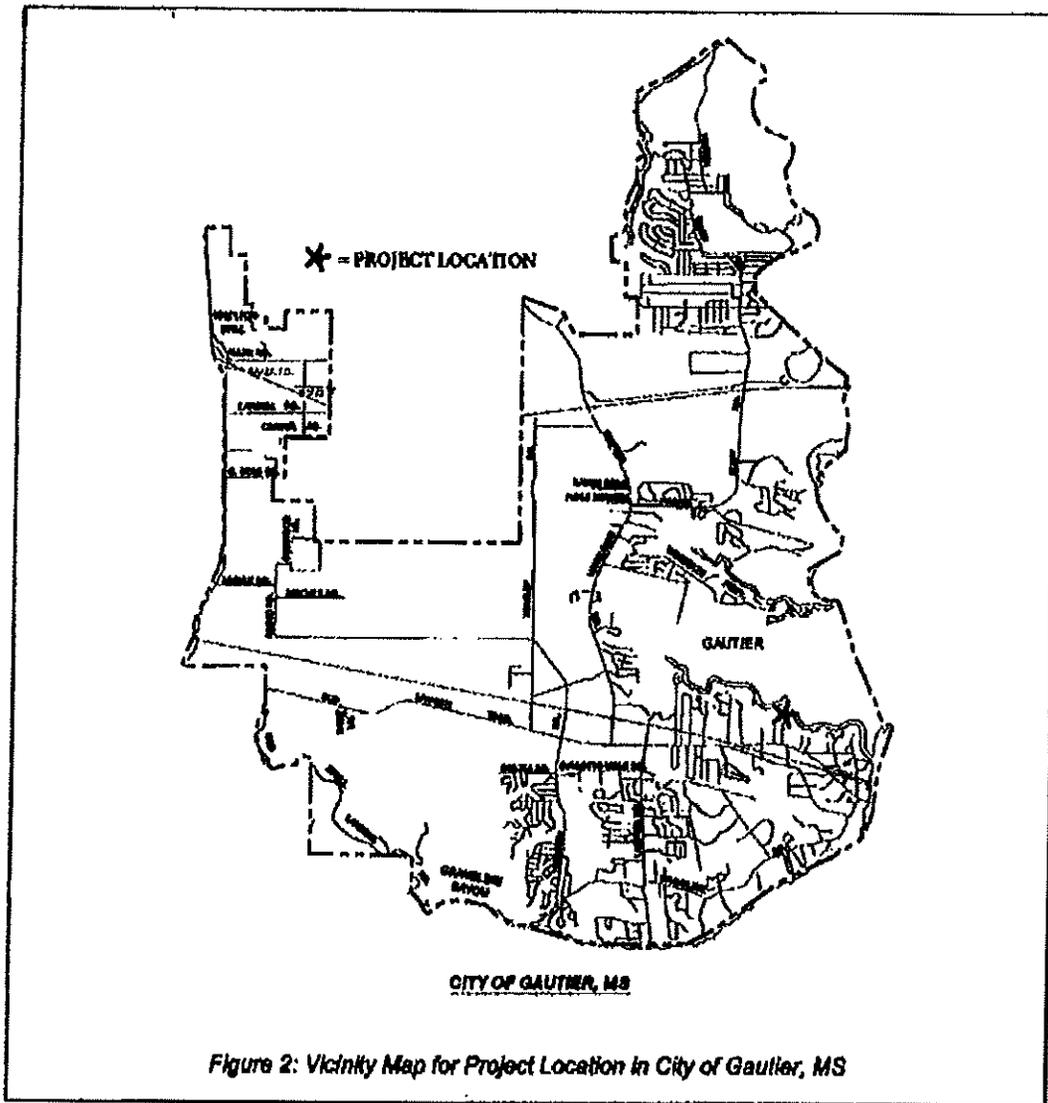


Figure 2: Vicinity Map for Project Location in City of Gautier, MS

Scope (Timeline):

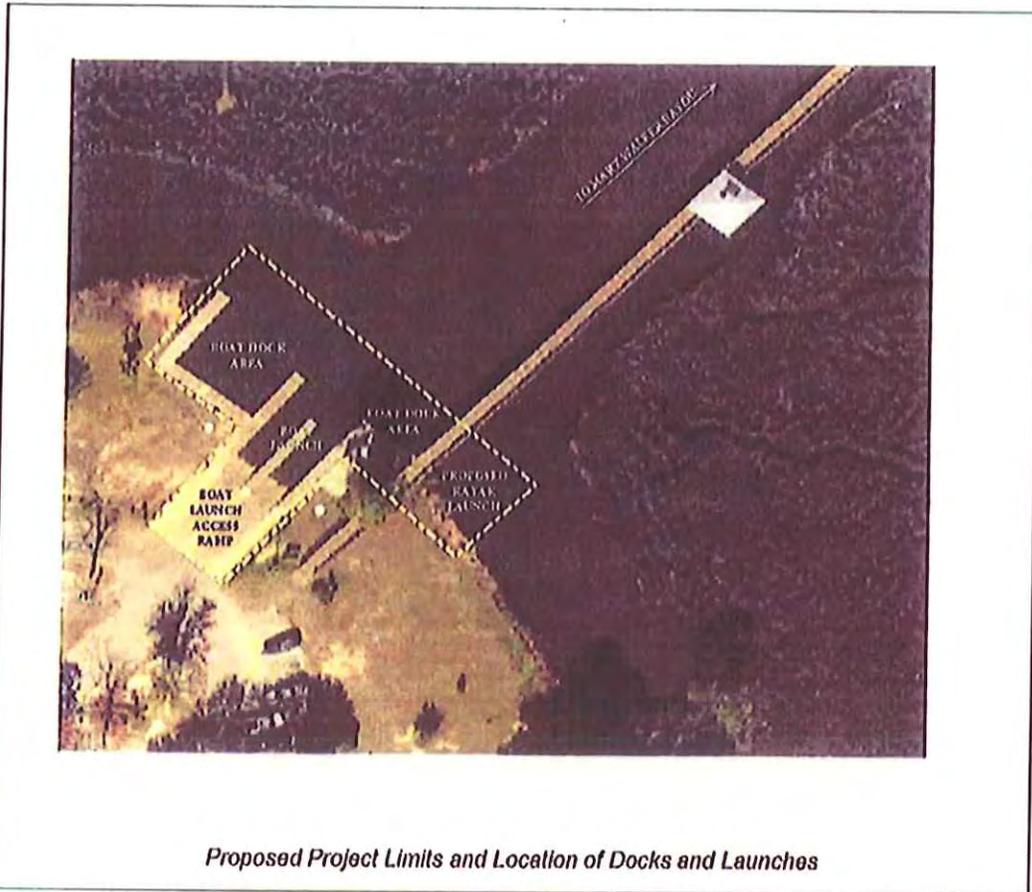
The following is an estimated timeline based on the scope of services to be offered.

Site Survey	2 to 3 weeks
Tidelands Lease	1 to 2 weeks
Environmental Permitting	3 to 4 months
Preparation of Construction Documents	2 to 3 months
Review and Finalize Bid Package	2 to 4 weeks
Advertise and Receive Bids	1 to 2 months
Construction	4 to 6 months

Permits Anticipated:

Environmental Permit
Building permit

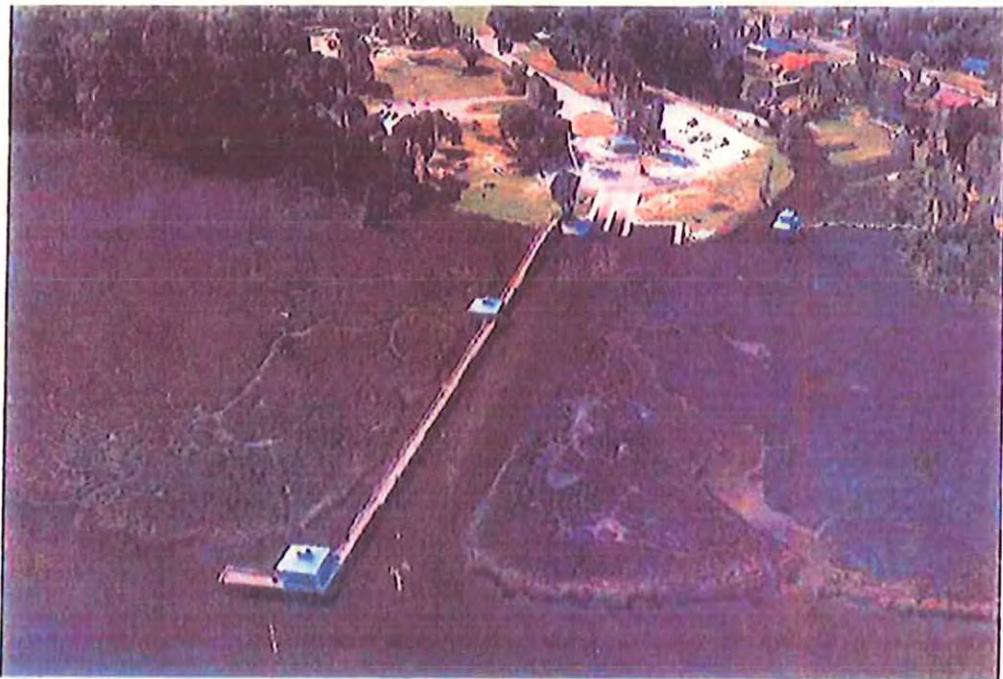
*Attach design drawings and photos of project area



Proposed Project Limits and Location of Docks and Launches



Project Site Looking North Towards Mary Walker Bayou



Aerial of Project Site Looking South Towards from Mary Walker Bayou



Proposed Floating Accessible Kayak Launch

Budget Estimate

The probable budget estimate presented is to be considered preliminary in nature. Final costs cannot be estimated until a detailed survey has been completed, actual conditions verified, and a formal design prepared. However, these costs have been prepared based on information available at the current time. The budget estimate is based on several resources in an attempt to reflect current costs. Bids and quotes received from contractors for past projects of similar scale and scope have also been used to supplement published cost estimating reference data. Due to the preliminary nature, the estimate should be considered subject to change based on the construction environment at the time of bid and as knowledge of actual site conditions progress.

BUDGET ESTIMATE FOR CONSTRUCTION					
Item Number	Description	Unit	Qty.	Unit Price	Amount
1	Mobilization/Demobilization	LS	1	\$ 12,000.00	\$ 12,000.00
2	Erosion sediment control	LS	1	\$ 2,500.00	\$ 2,500.00
3	Construction survey	LS	1	\$ 3,000.00	\$ 3,000.00
4	Temporary silt fence	LF	150	\$ 7.50	\$ 1,125.00
6	Sawcut existing concrete approach slab	LF	100	\$ 2.50	\$ 250.00
7	Demolition of existing concrete boat launches	SY	140	\$ 30.00	\$ 4,200.00
8	Demolition of existing concrete approach slab	SY	240	\$ 25.00	\$ 6,000.00
9	Demolish existing dock decking and framing	SP	1250	\$ 7.50	\$ 9,375.00
10	Demolish existing wooden bulkhead	LF	160	\$ 12.50	\$ 2,000.00
11	Excavate for boat launch improvements	LS	1	\$ 5,000.00	\$ 5,000.00
12	Provide geotextile fabric	SY	300	\$ 4.00	\$ 1,200.00
13	Aggregate base under concrete launches	SY	300	\$ 22.00	\$ 6,600.00
14	Provide improved concrete launches	SY	140	\$ 95.00	\$ 13,300.00
15	Provide improved concrete approach slab	SY	167	\$ 105.00	\$ 17,535.00
16	Provide improved concrete sidewalks including accessible route	SY	67	\$ 45.00	\$ 3,015.00
17	Provide vinyl sheetpile bulkhead system	LF	160	\$ 250.00	\$ 40,000.00
18	Provide new dock framing	LF	226	\$ 85.00	\$ 19,210.00
19	Provide new dock decking	SP	1,360	\$ 10.00	\$ 13,600.00
20	Provide accessible floating kayak launch	LS	1	\$ 50,000.00	\$ 50,000.00
21	Provide solar lighting at docks	EA	2	\$ 5,700.00	\$ 11,400.00
SUBTOTAL FOR CONSTRUCTION:					\$ 221,310.00
BUDGET ESTIMATE FOR PROFESSIONAL SERVICES					
1	Survey	LS	1	\$ 3,500.00	\$ 3,500.00
2	SOS Tidelands Lease	LS	1	\$ 1,500.00	\$ 1,500.00
3	Environmental Permitting	LS	1	\$ 6,000.00	\$ 6,000.00
4	Preparation of Construction Documents and Bid Phase Services(7.5%)	LS	1	\$ 16,600.00	\$ 16,600.00
5	Construction Administration (3% of Construction Cost)	LS	1	\$ 6,700.00	\$ 6,700.00
SUBTOTAL FOR PROFESSIONAL SERVICES:					\$ 34,300.00
TOTAL BUDGET ESTIMATE:					\$ 255,610.00

MATCH 25% OF PROJECT COST (\$63,983)					
1	Demolish existing wooden bulkhead	LP	160	\$ 12.50	\$ 2,000.00
2	Provide vinyl sheetpile bulkhead system	LP	160	\$ 250.00	\$ 40,000.00
3	Preparation of Construction Documents and Bid Phase Services(7.5%)	LS	1	\$ 16,600.00	\$ 16,600.00
4	Construction Administration (3% of Construction Cost)	LS	1	\$ 6,700.00	\$ 6,700.00
TOTAL ESTIMATED MATCH:					\$ 65,300.00