



**STATE OF MISSISSIPPI**

Tate Reeves  
Governor

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

Joe Spraggins, Executive Director

**SUB-GRANT AGREEMENT**

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

**Sub-Grant #HCG-2021-009**

This document is a Sub-Grant Agreement ("Agreement") between the Mississippi Department of Marine Resources ("MDMR") and the City of Diamondhead ("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 2021 Funding Application which is incorporated herein by reference. 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: Diamondhead Fishing Pier and Boardwalk  
Award Amount: \$37,500.00 Heritage  
\$37,500.00 NPS Heritage Tidelands Match  
\$75,000.00 Tidelands  
Term: January 1, 2023 – December 31, 2024

## Section 1 - PROJECT DESCRIPTION AND BUDGET

Under this Agreement, MDMR agrees to disburse funds in the maximum amount of **One Hundred and Fifty Thousand and 00/100 Cents (\$150,000.00, 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 “Diamondhead Fishing Pier and Boardwalk” (“Project”). Attached hereto and made a part hereof is Attachment “A”, the SUB-GRANTEE’S Sub-Grant Application, Brief Project Summary (contained in the Application), and Detailed Budget (“Budget”). 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 Brief Project Summary and Budget.

## 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 April 30, 2023. 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](mailto:Rhonda.Price@dmr.ms.gov)

### **Reporting Due Dates:**

#### **Quarterly Reports**

<b>Reporting Period</b>	<b>Due Date</b>
1.01.2023 – 3.31.2023	4.30.2023
4.01.2023 – 6.30.2023	7.30.2023
7.01.2023 – 9.30.2023	10.30.2023
10.01.2023 – 12.31.2023	1.30.2024
1.01.2024 – 3.31.2024	4.30.2024
4.01.2024 – 6.30.2024	7.30.2024
7.01.2024 – 9.30.2024	10.30.2024
10.01.2024 – 12.31.2024	1.30.2025

#### **Final Report**

<b>Reporting Period</b>	<b>Due Date</b>
1.01.2023-12.31.2024	01.30.2025

- 2.2 **Report Contents.** Quarterly reports using a form designated by MDMR and 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 included in the Brief Project Summary, SUB-GRANTEE shall transmit to the MDMR a comprehensive report, along with the corresponding results (the “Final Project Report”) using a form designated by MDMR and a full accounting of the funds disbursed to it hereunder as compared against the Budget (the “Final Financial Report”) using a report form designated by MDMR. 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 January 1, 2023 – December 31, 2024 (“Period of Performance”). The SUB-GRANTEE agrees to complete all Work included in the Brief Project Summary within this Period of Performance.

## 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 Brief Project Summary.

## Section 5 - MATCHING CONTRIBUTIONS

Thirty-Seven Thousand Five Hundred and 00/100 Cents (\$37,500.00) provided by NPS Heritage Tidelands Match. Seventy-Five Thousand and 00/100 Cents (\$75,000.00) provided by a Tidelands grant with no requirement to spend all funds. A copy of the Tidelands grant is attached hereto and made a part hereof as Attachment B.

## Section 6 - CONSIDERATION AND PAYMENT

**Payment.** As consideration for the Work performed under the Brief Project Summary, the MDMR agrees to pay SUB-GRANTEE an amount not to exceed **One Hundred and Fifty Thousand and 00/100 Cents (\$150,000.00, the "Funds")**. 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 thirty (30) days after the end of the quarter in which the work occurred.** Under no circumstances will payment exceed **One Hundred and Fifty Thousand and 00/100 Cents (\$150,000.00, the "Funds")**.

**Consideration.** As consideration for the performance of this agreement, the MDMR agrees to pay the Sub-Grantor the amount incurred in the performance of this agreement not to exceed **One Hundred and Fifty Thousand and 00/100 Cents (\$150,000.00, the "Funds")**. Under no circumstances will payment be made for work performed before the start date of this Sub-Grant or after expiration of this Sub-Grant.

**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 SUB-GRANTEE. To request reimbursement, SUB-GRANTEE must submit to the MDMR a written request, substantially in a report form designated by MDMR and a certification that the expenditures and matching contributions reported are accurate, legitimate, and necessary for the accomplishment of the Project. The request for payment shall reference the activity in the Grant Application to which the expenditure relates. All expenditures shall be made in accordance with the Brief Project Summary and Budget.

Documentation of paid expenses must include receipts, paid invoices and copies of checks. Additional documentation may be required by MDMR.

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 and no less frequently than quarterly during the Period of Performance of this

Agreement within 30 days after the end of the month in which the work occurred, and such Reimbursement Requests shall be submitted separately for the period ending June 30 of any year during the Period of Performance.

2. All requests for reimbursement must be itemized according to the budget line items specified in the Budget. SUB-GRANTEE shall act in good faith and make reasonable efforts to maintain documentation supporting all Sub-Grant expenses and to avoid exceeding the amounts listed in the Budget. SUB-GRANTEE may exceed each cost category budget, but by no more than 10% of the total budget. If SUB-GRANTEE determines that an expense might exceed the allowable movement of 10%, SUB-GRANTEE must obtain written approval from MDMR prior to incurring the expense. In no event shall the full Sub-Grant Agreement value be exceeded unless authorized by an amendment to the Sub-Grant Agreement.
3. A request for prior approval of any budget revision will be in the same budget format SUB-GRANTEE used in its application and shall be accompanied by a narrative justification for the proposed revision. A request for prior approval by SUB-GRANTEE must be submitted in writing to the MDMR. MDMR will promptly review such request and shall approve or disapprove the request in writing. MDMR will not approve any budget or project revision which is inconsistent with the purpose or terms and conditions of the Federal grant to MDMR. If the revision requested by SUB-GRANTEE would result in a change to MDMR's approved project which requires Federal prior approval, MDMR will obtain the Federal agency's approval before approving SUB-GRANTEE'S request.
4. Allowable costs will be determined in accordance with 2 CFR 200, in its entirety.
5. MDMR must approve or deny with cause the pay request within 30 days of the pay request's date. If the MDMR denies with cause the pay request, 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 pay request, it must include the written explanation for the denied portions.
6. Any Funds that are paid by the MDMR to the SUB-GRANTEE that are not necessary for the completion of the Project, or do not fall within the Brief Project Summary, 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 forty-five (45) days of the approval of the request for reimbursement or as otherwise required by law. Payment will not be made for services performed before the start date or after expiration of this Agreement.

**How Payments Are Made.** The MDMR makes payments electronically through the State's Accounting System. Payments are deposited into SUB-GRANTEE's chosen bank account. The MDMR may require SUB-GRANTEE to electronically submit pay requests and supporting documentation. 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 16.1.

## Section 7 - FINANCIAL MANAGEMENT AND COMPLIANCE

The MDMR requires that 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. 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 pay request 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 - SUBRECIPIENT MONITORING

In accordance with 2 CFR 200.331, MDMR is responsible for ensuring that the SUB-GRANTEE is compliant with the regulations outlined in the federal award. Additionally, the SUBGRANTEE's financial statements and records may be requested if deemed necessary in accordance with the Agreement. A risk assessment may take place by MDMR to ensure accountability and compliance. If SUB-GRANTEE expends \$750,000 in federal awards or more during its fiscal year, it is required to provide MDMR with a copy of its most recent audit within 30 days of the fully executed subaward.

## Section 9 - OUTREACH REQUIREMENTS

SUB-GRANTEE must fulfill the requirements of the Mississippi Gulf Coast National Heritage Area Community Grants Outreach Requirements.

## Section 10 - 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 USDO/NPS and MDMR Cooperative Agreement Number P11AC91073, which is incorporated by reference into this Agreement, and is an integral part of this Agreement. An electronic and/or hard copy of the USDO/NPS and MDMR Cooperative Agreement Number P11AC91073 can be obtained by contacting the MDMR representative listed in Section 20.17. Upon receipt of request, a copy will be sent promptly to SUB-GRANTEE. SUB-GRANTEE shall assume toward MDMR all the obligations and responsibilities which MDMR, through the USDO/NPS and MDMR Cooperative Agreement Number P11AC91073(including all Modifications) assumes towards USDO/NPS. In addition, SUB-GRANTEE shall comply with all applicable requirements of: 2 CFR, Part 200 and 1402, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; 2 CFR, Part 182 and 1401, "Government-wide Requirements for a Drug-Free Workplace"; and, 2 CFR, Part 180 and 1400, "Non-Procurement Debarment and Suspension". SUB-GRANTEE shall perform all Work in strict accordance with this Agreement.

The Parties expect that SUB-GRANTEE will complete all Work included in the Brief Project Summary while staying within the confines of their Budget. The overall total request for reimbursement is not to exceed 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), SUB-GRANTEE determines, based on the Work performed to date, that the aggregate costs to complete the Project are likely to exceed the total listed in the Budget, SUB-GRANTEE shall notify MDMR immediately in writing.

Additional conditions include:

1. SUB-GRANTEE must comply with the Brief Project Summary and Budget included in the Sub-Grant Application and any subsequent modifications approved by the MDMR. Refer to Section 6 for terms and conditions on Consideration and Payment.
2. 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. SUB-GRANTEE hereby agrees that the Work performed for which the funds are awarded shall constitute a fully completed Project upon conclusion.

4. 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. SUB-GRANTEE shall build to applicable local codes and ordinances and recommended FEMA flood elevations.

## Section 11 - FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

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, State and Local procurement laws and regulations;
3. The National Historic Preservation Act of 1966, as amended;
4. Secretary of Interior Standards;
5. The Native American Graves Protection and Repatriation Act;
6. The National Environmental Policy Act;
7. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*);
8. Title VIII of the Civil Rights Act of 1964 (42 U.S.C. § 3601, *et seq.*);
9. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 -1683, 1685-1686);
10. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107);
11. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
12. The Americans with Disabilities Act of 1990;
13. Section 106 (g) of the Trafficking Victims Protections Act of 2000, as amended (22 U.S.C. § 7104(g));
14. The Davis-Bacon Act, as amended (40 U.S.C. § § 3141-3148), if applicable;
15. The Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), if applicable;
16. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), if applicable;
17. The Fair Labor Standards Act (29 U.S.C. 201, *et seq.*); and,
18. The Drug Free Workplace Act of 1988 (41 U.S.C. 81, *et seq.*).



SUB-GRANTEE is responsible for compliance with the requirements of 2 CFR Part 200, *et seq.*, in the procurement of commodities, services, construction work, real property and easement acquisition, and in any other procurement required to complete the Work in the Brief Project Summary.

## Section 12 - CERTIFICATIONS

The SUB-GRANTEE certifies the following:

- 12.1 **Representation Regarding Gratuities.** 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.
- 12.2 **Representation Regarding Contingent Fees.** 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.
- 12.3 **Lobbying.** 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). 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 SUB-GRANTEE.
- 12.4 **Legal Authority.** SUB-GRANTEE certifies that it 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 SUB-GRANTEE'S share of the project cost) to ensure proper planning, management, and completion of the project described in the proposal.

## Section 13 - INDEPENDENT STATUS/REQUIREMENTS REGARDING EMPLOYEES

- 13.1 **Independent Status.** SUB-GRANTEE is an independent sub-grantee of the MDMR, not an employee, agent, joint venturer, or partner of the MDMR.
- 13.2 **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and MDMR and SUB-

GRANTEE or its representatives. No representative of SUB-GRANTEE shall perform any function or make any decision properly reserved by law or policy to the Federal government or the State of Mississippi.

- 13.3 **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. 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.
- 13.4 **Discrimination Prohibited.** The MDMR is an equal opportunity employer and maintains a policy which prohibits unlawful discrimination based on race, color, religious creed, sex, age, national origin, handicap, physical or mental disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. SUB-GRANTEE agrees to strictly adhere to this policy in its employment practices and provision of services.

Additionally, SUB-GRANTEE agrees to all of the following, if applicable:

- 1) SUB-GRANTEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, 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. 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) SUB-GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of SUB-GRANTEE, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) 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 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) SUB-GRANTEE will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) SUB-GRANTEE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, and will permit access to its 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 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 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, as amended, 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) SUB-GRANTEE will include the entirety of this section in every subcontract, sub-grant 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, as amended, so that such provisions are binding upon each subcontractor or vendor. SUB-GRANTEE will take such action with respect to any subcontract, sub-grant, 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 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.

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 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.

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.

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, as amended, 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, 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 SUB-GRANTEE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from SUB-GRANTEE; and (c) refer the case to the Department of Justice for appropriate legal proceedings.

13.5 **E-Verify Program.** SUB-GRANTEE will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code § 71-11-3. For anyone hired to perform work in Mississippi, 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,
- (c) both.
- (d) 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 14 - ACCESS TO RECORDS

SUB-GRANTEE agrees that the MDMR, Mississippi State Auditor, USDOJ/NPS, Inspectors General and the Comptroller General of the United States, or any of their 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. 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 15 - OWNERSHIP OF INTELLECTUAL PROPERTY

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

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 16 - TERMINATION

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

- 16.1 **Termination for Cause.** If the MDMR determines that 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 Brief Project Summary and Budget, 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.
- 16.2 **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.
- 16.3 **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 SUB-GRANTEE. If the MDMR terminates the Agreement under this subsection, then it does so without any damage, penalty, cost, or expense.
- 16.4 **Mutual Termination.** Upon agreement of both parties, the Agreement can be terminated immediately.
- 16.5 **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, quarantine restrictions, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters. When such a cause arises, 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.

- 16.6 **In Case of Termination.** On the date of termination, SUB-GRANTEE incurs no further obligations regarding the terminated portion of the work. The MDMR will pay for completed work 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, 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 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 17 - STOP WORK ORDER

### 17.1 **Order to Stop Work**

If the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give the MDMR authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement as provided in Section 16.3 Termination of Insufficient Funds or Section 16.2 Termination for Convenience, or issue a Stop Work Order to SUB-GRANTEE in lieu of termination.

The Executive Director of the MDMR, may, by written order to the SUB-GRANTEE, require the SUB-GRANTEE to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to the SUB-GRANTEE, unless the parties agree, in writing, to any further period. Upon receipt of such an order, the SUB-GRANTEE shall forthwith

comply with its terms and take all reasonable steps to minimize the occurrence of reimbursable costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Executive Director shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by the order as provided in Section 16.3 Termination of Insufficient Funds or Section 16.2 Termination for Convenience.

17.2 **Cancellation or Expiration of the Order:** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires and the Agreement has not been terminated, the SUB-GRANTEE shall have the right to resume work.

17.3 **Failure to Comply with Order to Stop Work:** If the SUB-GRANTEE fails to comply with the stop work order, it does so at its own risk; and SUB-GRANTEE understands and acknowledges that expenses and costs incurred for work performed during the period of time covered by the stop work order may not be reimbursable.

## Section 18 - CONFIDENTIALITY

18.1 **Confidentiality.** SUB-GRANTEE must not use or disclose any confidential information. However, nothing in this section precludes 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 SUB-GRANTEE after termination of the service period from a third party that had a lawful right to disclose it to 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.

18.2 **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 19 - LIABILITY AND INDEMNIFICATION

- 19.1 **Liability and Indemnity.** 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, commissioners, 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.
- 19.2 **Attorneys' Fees and Expenses.** Subject to other terms and conditions of this Agreement, in the event SUB-GRANTEE defaults in any obligations under this Agreement, 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 SUB-GRANTEE.

## Section 20 - MISCELLANEOUS

- 20.1 **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.
- 20.2 **Entire Agreement.** This Agreement and its attachments are the entire understanding between the parties.
- 20.3 **Changes.** The parties can amend this Agreement only by a written document signed by both parties.

- 20.4 **No Delegation.** SUB-GRANTEE acknowledges that it was selected by the MDMR to perform the work based upon SUB-GRANTEE'S special skills and expertise. 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.
- 20.5 **Disputes.** Before pleading to any judicial system at any level, 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 SUB-GRANTEE within fourteen (14) days after receipt of information requested by the MDMR or the Executive Director.
- 20.6 **Applicable Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.
- 20.7 **Conflict of Interest.** SUB-GRANTEE shall immediately notify the MDMR in writing of any potential conflict of interest resulting from the representation of or service to SUB-GRANTEE'S clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, 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 16.2, Termination for Convenience clause.
- 20.8 **Insurance.** If SUB-GRANTEE maintains 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.
- 20.9 **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 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.

- 20.10 **Public Announcements.** Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-GRANTEE shall not make any public announcements with 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.
- 20.11 **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 the Agreement must be made in writing by the MDMR.
- 20.12 **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.
- 20.13 **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 or be construed as to require waiver of future or other defaults.
- 20.14 **E-Payment.** SUB-GRANTEE agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle.
- 20.15 **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.
- 20.16 **Survival of Certain Provisions.** The parties understand and agree that the provisions of Section 14, Access to Records; Section 15, Ownership of Intellectual Property; Section 18, Confidentiality; and Section 19, Liability and Indemnification shall survive the termination or expiration of this Agreement.

20.17 Sub-Grantee understands and acknowledges that USDOJ/NPS funds are federal funds and, therefore, Sub-Grantee will comply with all applicable provisions of 2 C.F.R. 200, *et seq.* and will require its contractors and sub-contractors (at any level) to comply with same.

20.18 **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 SUB-GRANTEE:**

City of Diamondhead  
Attn: Nancy Depreo, Mayor  
5000 Diamondhead Circle  
Diamondhead, MS 39525  
[mreso@diamondhead.ms.gov](mailto:mreso@diamondhead.ms.gov)

**For the MDMR:**

Mississippi Department of Marine Resources  
Attn: Robin Zantow  
Grants Management Bureau  
1141 Bayview Avenue  
Biloxi, MS 39530  
OR  
[robin.zantow@dmr.ms.gov](mailto:robin.zantow@dmr.ms.gov)

## Section 21 - ATTACHMENTS

The Agreement between the Parties consists of this document and the attachments hereto which are incorporated herein by reference. The attachments include:

1. Attachment "A", SUB-GRANTEE'S Sub-Grant Application, Brief Project Summary (contained in the application) and Detailed Budget
2. Attachment "B", Tidelands Grant Agreement

**MS DEPARTMENT OF MARINE RESOURCES  
GRANTEE**

**CITY OF DIAMONDHEAD  
SUB-GRANTEE**

---

Joe Spraggins  
Executive Director

Date

---

Nancy Depreo  
Mayor

Date

ATTACHMENT A



Mississippi Gulf Coast National Heritage Area  
Heritage Community Grant  
Request for 2020-2021 Funding Application

*\*Please note that the Mississippi Gulf Coast National Heritage Area (hereinafter referred to as MS Coast NHA) will not award funding to any sub-recipient with an open Heritage Community Sub-Grant Agreement. Previous sub-recipient must be in good standing and project must be closed before being eligible to apply for next round of funding.*

Project Title: Diamondhead Fishing Pier and Boardwalk

Project Location: Twin Lakes, Diamondhead, MS  
(List the county or counties where the project will take place)

Project Category:  Historical  Cultural  Natural Resources  Recreation

Applicant /Organization: City of Diamondhead, MS

Address: 5000 Diamondhead Circle

City: Diamondhead State: MS Zip Code: 39525

Website: www.diamondhead.ms.gov

U.S. Congressional District # 4th MS Senate District # 46 MS House District # 95  
(To find your federal and state district numbers (<http://www.ms.gov/State/Government/Branches>))

Dun & Bradstreet (DUNS) Number: 07-881-4954  
(To find your DUNS "Data Universal Numbering System" Number) (<https://fedgov.dnb.com/webform/index.jsp>)

W-9: 45-4475966

Project Manager: Michael Reso Title: City Manager

Telephone: 228-222-4626 Fax Number: 228-222-4390

Email: m.reso@diamondhead.ms.gov

Are there other organizations collaborating on this project? Yes  No

If yes, which organizations:  
\_\_\_\_\_  
\_\_\_\_\_

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

This project will create a new park on the east side of the waterfront at Twin Lakes in Diamondhead, MS. There will be off street parking (including ADA accessibility and golf cart parking). There will be a pier for fishing, bird watching and relaxing. This will connect to a 8 foot walking path along the water and through the wood to allow residents to enjoy the outdoors. In addition, the plans include ADA bathrooms, storage area with covering for protection from the weather. Future amenities include a fences area for dogs to play.

**Amount Requested from MS Coast NHA \$** 150,000  
(Must equal total amount requested)

**Cash Match \$** 0 **In-Kind Match \$** \_\_\_\_\_

**Total Amount of Matching Contributions \$** \_\_\_\_\_

**Total Project Cost \$** 150,000  
(Amount requested plus the amount of match being provided)

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

**Proposed Start Date:** September 2021  
(Should be no earlier than July 1, 2021. If grant related activities will take place prior to this date, please note what and when in the Project Narrative)

**Target Completion Date:** June 2022  
(Should be no later than June 30, 2022)

**\*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 Heritage Community Grant from the MS Coast NHA.

  
\_\_\_\_\_  
**Signature**  
City Manager  
\_\_\_\_\_  
**Title**

Michael J. Reso  
\_\_\_\_\_  
**Printed Name**  
4/20/21  
\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Signature**  
City Clerk  
\_\_\_\_\_  
**Title**

Jeannie Klein  
\_\_\_\_\_  
**Printed Name**  
4/20/21  
\_\_\_\_\_  
**Date**

### ***Project Narrative***

Please attach a completed project narrative to the 2020-2021 funding application, not to exceed four pages.

#### ***Project Narrative***

The project narrative should explain what the project will accomplish and how this project is linked to the MS Coast NHA Management Plan. The plan can be downloaded at <http://msgulfcoastheritage.ms.gov/> under the 'About MGCNHA' tab. It must also include the below sub-categories:

NOTE: If photographs or drawings will help to explain the project, they may be attached, but are not required.

- 1. Project Narrative: Provide a detailed description of your project. Be sure to include the following:***
  - a. Detailed project description
  - b. The need for the project.
  - c. The goals for the project.
  - d. The location for the project
  - e. Explain how it is going to be implemented.
  - f. The period of performance.
- 2. Anticipated Benefits:***
  - a. How will the project benefit the public?
  - b. How will the project be shared with the public?
  - c. Do you expect to see economic, social, community, and/or quality of life impacts?
  - d. Will this project create jobs?
  - e. What happens after the grant is completed? Will the project be sustained? If so, how do you plan to sustain it?
  - f. How do you plan to evaluate the success of the project? How will you know whether you are successful?
- 3. Partner Organizations Involved in Project (if any):***
  - a. Explain briefly the role and contribution of each listed partner organization involved in the project.



***Project timeline/milestones:***

Outline a timetable listing measurable goals for each quarter of the project. Be sure to include target dates for major project elements or deliverables.

<b><i>First Quarter (July 1-Sept 30)</i></b>
Preliminary design: March 2021 (completed) Construction Plans Ready to Bid the Project: July 2023
<b><i>Second Quarter (Oct 1-Dec 31)</i></b>
Bid Project: October 2023
<b><i>Third Quarter (Jan 1-March 31)</i></b>
Construction Begins: January 2024 Construction Completed: June 2024
<b><i>Fourth Quarter (April 1-June 30)</i></b>

**4. Outreach and Education Requirements**

- a. How do you plan to recognize the project and to acknowledge the support of the Mississippi Gulf Coast National Heritage Area (if a grant is awarded)?
- b. How will the project be shared with the public?

**5. Project Budget**

Attach the project budget form showing key areas of requested expenditures. Describe your management and staffing plan for the project. If you are seeking funds for project administration, please explain how those funds will be utilized.

NOTE: Documentation of efficient management and financial ability to complete the project must be provided with the application.

### Project Budget Form

This grant is a I: I match. Therefore, this figure must be equal to or greater than the grant amount you are requesting for your project.

The match may consist of real dollars or in-kind (non-cash) contributions of labor, services, materials, equipment, supplies, and or travel expenses that are necessary and reasonable for the accomplishment of project objectives. Grantees must be able to produce records of in-kind contributions.

Provide a detailed project budget using the following tables. All included estimated costs must be reasonable and necessary to complete the project objectives.

Be sure to list your requested indirect cost rate in the Indirect Cost Rate row. Indirect is limited to 10% unless your organization has a current negotiated indirect cost rate with a Federal agency. All equipment costs must be excluded from your calculation of indirect costs.

Please check your math before you finalize the budget form and make sure the totals correspond to the totals listed on the Grant Application.

<b>2020-2021 Heritage Community Grant Project Budget Form</b>			
<b>Itemized Project Cost</b>	<b>Amount Requested</b>	<b>Recipient Match</b>	<b>Total Project Cost</b>
<i>Personnel: (staff time, employees, etc.)</i>			
<i>Volunteer: (donated non-skilled services)</i>			
<i>Professional Services/Contractual:</i>	\$75,000 NPS Heritage	\$75,000 Tideland Funds	\$150,000
<i>Commodities: (goods that will be used only for grant related work)</i>			
<i>Equipment: (durable goods that will last beyond the grant period)</i> <i>Travel: (for Personnel or Volunteer travel)</i>			
<i>Other Expenses:</i>			
<i>Sub-Total cost from each column</i>			\$150,000
<i>Indirect Cost (Indirect Rate@___ %)</i>			
<i>Total Project (Direct and Indirect Costs)</i>			<b>\$150,000</b>

***MS Coast NHA Heritage Community Grant Application Checklist***

You should use this checklist to confirm that your application is complete. Incomplete applications will not be considered for funding. Submit one (1) copy of each of the below documents and you do not need to submit this page with your application.

- Grant Application Form
- Project Narrative
- Project Budget Form
- Project Timeline
- Letter documenting the amount of matching contributions to the project
- Documentation of the qualifications of key project personnel
- A copy of your organization's annual budget (non-profit organizations only)
- Letters of support (these may be mailed separately)
- Copy of IRS letter confirming tax-exempt status (non-profit organizations only)
- A copy of your organization's most recently completed year-end financial statement. (Audited statements are preferred)
- Annual audit if your organization has expended \$750,000.00 or more in federal funds (cumulatively) during a fiscal year.

***Submitting your application***

The deadline for submitting a grant application is **Monday, May 17, 2021**. If mailed, the application must be postmarked by that date. If delivered, the application must be received in our office by the close of business at 5:00 p.m. on that date. Submission can be emailed to [Heritage@dmr.ms.gov](mailto:Heritage@dmr.ms.gov) and must be received by close of business at 5:00 p.m. on that date.

You must submit a completed printed copy of your application and all supporting documents. Print or type your application on 8 ½ by 11 white paper with one (1) inch side margins. Font needs to Times New Roman size 12. You may use a paper clip or a binder clip to hold your application together, **but please do not use staples**.

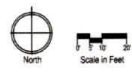
Letters of support are preferred to be included with the application or can be mailed separately but must be postmarked by the application deadline of **Monday, May 17, 2021**.

***Application and letters of support should be addressed to:***

**MS Coast National Heritage Area  
Attention: Joyce Hart  
Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530**



Twin Lakes Fishing Pier, Bird Watching and Nature Trail Park  
• Conceptual Site Plan •  
The City of Diamondhead, Mississippi





5000 Diamondhead Circle • Diamondhead, MS 39525-3260  
Phone: 228.222.4626 Fax: 228.222.4390  
[www.diamondhead.ms.gov](http://www.diamondhead.ms.gov)

January 18, 2023

Department of Marine Resources  
Attn: Rhonda Price  
Mississippi Heritage Fund Program Funding  
1141 Bayview Avenue  
Biloxi, MS 39530

Dear Ms. Price:

RE: Diamondhead Fishing Pier and Boardwalk – DMR Subgrant #Hcg2021-008  
\$37,500 Heritage and \$37,500 NPS Heritage Tidelands Match

The City of Diamondhead is requesting an extension of time to complete the above referenced project. The Diamondhead Fishing Pier and Boardwalk project is ready for bid. The project is on schedule to be completed within 12 months.

Thank you for your favorable consideration to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jon McCraw', is written over a light blue circular stamp.

Jon McCraw  
City Manager

## Attachment B

FY21-P510-02



### MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

#### Tidelands Grant Agreement City of Diamondhead FISCAL YEAR 2021

City of Diamondhead hereby agrees to expend funds as authorized by the Mississippi Legislature in H.B. 1726 2020 Regular Session and Mississippi Code Section 29-15-9.

The Mississippi Department of Marine Resources will disburse funds in the amount of \$ 75,000 for the Diamondhead Fishing Pier and Boardwalk, upon (1) receipt of this signed document; (2) MDMR possession of amended application with complete and final project designs and plans; (3) release of funds from the Mississippi Department of Finance and Administration; and (4) availability of said funds. The Mississippi Department of Marine Resources shall make progress payments in installments based on work completed and material used in the performance of a Tidelands project only after receiving written verification using Form TTF-3 and Form TTF-4 or Form TTF-5.

The City of Diamondhead agrees to:

- 1) Expend monies for the project as designated by the Legislature in H.B. 1726 2020 Regular Session Diamondhead Fishing Pier and Boardwalk and Mississippi Code Section 29-15-9 and be subject to an audit by the State Auditor.
- 2) Provide the Department of Marine Resources with detailed reports beginning June 31, 2022, and every six months thereafter for the duration of project, using the attached form TTF-4. Project reports will include:

-Final project design and budget	- Description of Work Completed
-Benefits to the public and community	- Milestones for Completion
-Visual presentation (photographs) of project	- Funds expended (to include Tidelands and Matching Funds)
-Narrative description of project	
- 3) Provide the Department of Marine Resources with a Notification of Completion – TTF-5 (to be included in final payment request-Form TTF-3) to include a detailed final report of entire project, using the attached forms.
- 4) Erect a prominent, permanent sign to be displayed at all funded public access and construction related projects. The sign shall read “Funds for this project appropriated by the Mississippi Legislature, 2021 Tidelands Trust Fund, through the Secretary of State, Michael Watson, and the Mississippi Department of Marine Resources.”
- 5) To comply with the Stop Work Order Provisions listed below:
  1. *Order to Stop Work:* The MDMR may, by written order to the Grantee at any time, and without notice to any surety, require Grantee to stop all or any part of the work called for by this Grant Agreement. This order shall be for a specified period not exceeding 90 days after the order is delivered to Grantee, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Grantee shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MDMR shall either:

2. cancel the stop work order; or,
3. terminate the work covered by such order by terminating the Grant Agreement, in whole or in part.
4. *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Grantee shall have the right to resume work. An appropriate adjustment shall be made in the time required for completion of the work, and the Grant Agreement shall be modified in writing accordingly, if the Grantee asserts a claim for such adjustment within 30 days after the period of work stoppage; provided that if the MDMR determines that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Grant Agreement. In no event will the MDMR be responsible for additional costs allocable to the work covered by the order during the period of work stoppage.

On behalf of the **City of Diamondhead** I have read, understand, and agree to all terms listed above, and recognize that failure to comply with any portion of this Grant Agreement could jeopardize the receipt of any future Tidelands Trust Funds Appropriations.

  
Joe Spraggins, Dec 27, 2021 16:33 CST

\_\_\_\_\_  
Joe Spraggins, Executive Director  
Department of Marine Resources

  
Nancy Depreo, Mayor

Dec 27, 2021

\_\_\_\_\_  
Date

03-08-2023

\_\_\_\_\_  
Date