

**COMMUNITY HERITAGE PRESERVATION GRANT – 10**  
**STATEMENT OF UNDERSTANDING**

With respect to any grant received from MDAH, applicants indicate by their signatures that they have read, understood and agreed to this Statement of Understanding. Failure to comply with the following will result in the cancellation of the grant:

1. This is a request for consideration for a grant and does not constitute a commitment for funding from the Community Heritage Preservation Grant Program administered by MDAH.
2. Individuals submitting this grant request on behalf of applicants have the necessary authority to request consideration of this project by MDAH.
3. This is a matching grant program in which only a portion of the total project cost can be supplied by the grant funds; matching share will be supplied by applicants in the form of cash. In-kind matches will not be considered or credited to applicants. Projects with a cash match larger than 20% will score higher; however, any amount offered as a match must be guaranteed. **There will be no amendments to lower the match percentage amount.**
4. No work covered in this application is to begin until applicants have been notified in writing that funds have been awarded and have accepted in writing the terms and conditions of the grant. No work is to begin until the work has been approved by the Permit Committee and applicants have received an official **Mississippi Landmark Permit**.
5. If a grant is received, a 25-year preservation and maintenance covenant must be submitted for the property to MDAH in which the grantee agrees to maintain the property and not abandon it. Covenants are transferable.
6. If a grant is received, all obligations for material work are to be paid by the grantee, who will then receive reimbursement from the Department of Finance and Administration, based on prior agreement and approval by MDAH.
7. The availability of funds for reimbursable expenses incurred by grantees is dependent upon the authorization and sale of legislatively approved general obligation bonds by the Mississippi State Bond Commission. Until the Commission authorizes and sells the bonds, reimbursement funds will not be available.
8. Grants will be administered in accordance with all applicable state laws, regulations, policies, requirements and guidelines, including Title VI of the 1964 Civil Rights Act, non-discrimination on the basis of handicap, and equal employment opportunity and labor laws.
9. Projects shall be carried out pursuant to the relevant treatment in *The Secretary of the Interior's Standards for the Treatment of Historic Properties* outlined in Appendix B and the *International Existing Building Code 2009*.
10. Procurement actions will be conducted in accordance with the State of Mississippi bidding and procurement laws.

- 11. All costs charged to the grant project will be in payment of approved budget items.
- 12. Adequate resources will be available for the completion of the proposed project and the continued operation of the site.
- 13. An adequate financial management system (and audit procedure when deemed applicable) will be maintained to provide control of all property, funds and assets during the grant period.
- 14. The project, if funded, will be carried out in accordance with the guidelines set forth by the Historic Preservation Division of MDAH and will be completed within the allotted time. **Projects will not be extended.** Additionally, there are benchmarks that must be met during the grant period in order to keep a project on schedule. Failure to meet the benchmarks could lead to the cancellation of a project.
- 15. Applicants will cooperate with the staff of MDAH in meeting all the above requirements.
- 16. Additional administrative requirements and project-specific conditions may be a part of any grant offer made by MDAH as a result of this application.
- 17. **Failure to comply with the conditions set forth in this Statement of Understanding will result in cancellation of the grant.**

The applicant recognizes and agrees that any state financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the State of Mississippi reserves the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and on the person or persons whose signature(s) appear below and who is/are authorized to sign this assurance on behalf of the applicant.

**Madison County Board of Supervisors**

**9/3/2019**

---

Name of Applicant/Project Sponsor

Date

**Trey Baxter, Board President**

---

Name and Title of Authorized Representative

---

Signature