



State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEVELOPMENT AUTHORITY

William V. Cork
Executive Director

May 21, 2026

Mayor Willis Thompson
City of Vicksburg
P.O. Box 150
Vicksburg, MS 39181

RE: Grant Agreement – City of Vicksburg – Vicksburg Main Street
Project Number – MMRG-26-018-Blues Highway Travel Center

Dear Mayor Thompson:

I am pleased to notify you that three originals of the grant agreement for your approved Mississippi Main Street Revitalization Grant project are enclosed. Please read the agreement carefully and sign all three originals. Once signed, please return all three copies to this office no later than June 22, 2026. Once received MDA will execute the agreement and send one fully executed copy to you for your records.

At this time, you should initiate the following:

(1) MINORITY- AND WOMEN-OWNED BUSINESSES PARTICIPATION

You are required to follow state policy requirements pertaining to the promotion of Minority Business Enterprises and Women Business Enterprises as set forth in Community Incentives Division policy. You are required to provide the maximum opportunity for increased participation by minority- and women-owned businesses in the procurement of goods and services.

(2) PAYMENT METHOD

Payments by state agencies using the state's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of the grantee's choice.

Mayor Willis Thompson
May 21, 2026
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Congratulations on receiving this Mississippi Main Street Revitalization Grant to improve the quality of life in the city of Vicksburg. If you have questions, please contact Lisa Maxwell at (601) 359-2498.

Sincerely,



Charles L. Bearman
Director
Community Incentives Division

CLB:lm

Enclosures

140 Main Street Revitalization Grant Program
MISSISSIPPI DEVELOPMENT AUTHORITY
Community Incentives Division
501 North West Street, 5th Floor (zip: 39201)
Post Office Box 849 (zip: 39205)
Jackson, Mississippi

GRANT AGREEMENT

Grantee: City of Vicksburg 1401 Walnut St. Room 300 Vicksburg, MS 39181 601-636-3411	Effective Date: April 6, 2026
Grant Number: #MMRG-26-018	Grant Award Amount: \$408,000
Project Description: The purpose of this project is to grant MSRGP funds to be used to: Build a Travel Center visitor information station as further specified in the Scope of Work attached hereto.	Project Period Beginning and Ending Dates: April 6, 2026 – April 6, 2028
<p>The Grantee agrees to comply with all Terms and Conditions, attached hereto, of this Grant Agreement between such Grantee and the Mississippi Development Authority.</p> <p><u>Grant Terms and Conditions:</u> Funds will be disbursed on a reimbursable basis to the Grantee, excepting those funds required for local match. All funds must be disbursed within two years from the effective date.</p>	
MDA Approval: Signature: _____ Date: _____ Name: William V. Cork Title: Executive Director & Chief Economic Development Officer, Mississippi Development Authority	Grantee Approval: Signature: _____ Date: _____ Name: Willis Thompson Title: Mayor Grantee: City of Vicksburg

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Community Incentives Division
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These Terms and Conditions, dated as of **the effective date set forth in the Grant Agreement**, (this "Agreement"), by and between the Mississippi Development Authority ("MDA") (acting for and on behalf of the State of Mississippi) and the entity set forth in the Agreement (the "Grantee").

WITNESSETH:

WHEREAS, the "Mississippi Main Street Revitalization Grant Program Act," Section 57-78-1 *et seq.*, Mississippi Code of 1972, as amended ("Act"), was enacted for the purpose of establishing the Mississippi Main Street Revitalization Grant Program ("Program") to revitalize downtowns or communities in the State of Mississippi ("State") by providing grant funds to eligible recipients, as defined in the Act; and

WHEREAS, pursuant to Section 57-78-3 of the Act, the Mississippi Legislature as well as MDA through appropriations by the Legislature, is authorized to make grants available to eligible recipients for projects leading to the revitalization of Mississippi's downtowns or communities for acquisition of land and any improvements thereon, preservation of historic downtown structures and sites, and initiatives that will produce a revitalization to the economy of the historic downtown areas; and

WHEREAS, pursuant to the Act and the rules and guidelines adopted by MDA under the Act (the "Guidelines"), the Grantee has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in the Agreement (the "Scope of Work"); and

WHEREAS, based on MDA's recommendation after consultation with the Mississippi Main Street Association (MMSA), the Mississippi Legislature has appropriated specific funds (the "Grant Award Amount") to be awarded by MDA to the Grantee under the terms and conditions set forth in this Agreement, in order to fund, in part, and develop the Project by the Grantee; and

WHEREAS, the Project is specifically authorized by the Act; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the Agreement of the Act;

WHEREAS, pursuant to the appropriation, the Mississippi Legislature has determined that the Project meets the definition of a public purpose and is an investment resulting in the revitalization of public downtowns and communities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

1. General Terms and Conditions

The Grantee is awarded a grant in the amount of **\$408,000.00**. The Grantee will administer this grant in accordance with the attached scope of work, approved budget, and all approved revisions and modifications to these documents. Grantee must adhere to all applicable statutes, rules, regulations, and guidelines set forth by Mississippi law and/or MDA and any new notice or guidance that may be issued by MDA.

2. Scope of Work:

Grantee agrees to use grant funds only for the tasks listed in the attached Scope of Work. No other activities will be subsidized by MDA unless a formal request to amend or modify the Scope of Work has been submitted in writing to MDA and approved by it and a formal

amendment to this Agreement has been entered into between the parties through the processes established by MDA's policies and procedures for the Program.

3. Budget:

MDA will provide a grant of **\$408,000.00** to be used solely for direct expenses related to the activities outlined in the Scope of Work as outlined and in the approved attached Budget Summary. Under no circumstances will the amount of the Grant exceed this amount. The attached Budget Summary will be the governing budget document for this Grant. MDA will not pay for expenses not listed in the attached budget unless a formal budget modification has been approved in writing prior to expenditure of those funds. Any transfer of funds between categories must be approved in writing at least 30 days prior to the actual transfer of funds. The Grantee will be reimbursed for project expenses through a cash reimbursement process as outlined further in this Agreement and pursuant to the rules, policies, and procedures established for the Program.

4. Project Period:

The Grant will be deemed to have commenced and shall conclude as of the dates provided in the Project Period Section on the first page of this Agreement. It is understood and agreed that the Project shall conclude within two (2) years of the commencement of the Project Period. At MDA's discretion, and only if adequate funds have been made available by the Mississippi Legislature, both parties may negotiate in good faith toward a renewal of this Grant prior to the conclusion of the term of this agreement. Subsequent agreements shall be at funding levels set by the Mississippi Legislature and acceptable to MDA and shall not be automatically based on this or any other prior approved budget.

A Project timeline is established for the Project as attached hereto. Grantee will be required to submit Quarterly Reports to MDA as set forth in rules and guidelines established for the Program and such other reports at MDA's direction outlined herein. The Project Period will conclude upon MDA's determination that requirements have been satisfied completely. A Close-Out Report will be required to be submitted prior to the conclusion of the Project Period.

5. Allowable Cost:

Expenditures made by Grantee shall be considered allowable to the extent they meet all of the requirements set forth below: The expenditures must be:

- a. Eligible costs as defined in Miss. Code Ann. § 57-78-5. Eligible costs include:
 1. The acquisition of land and any improvements thereon,
 2. Preservation of historic downtown structures and sites, and
 3. Initiatives that will produce a revitalization to the economy of the historic downtown areas.
- b. Eligible costs include those related to (1) a prospective purchase or (2) for acquisition of which the applicant has closed as long as that closing occurred no more than twelve (12) months prior to the date of application for the Grant and the

subject purchase was made to help preserve and revitalize the location and economy of a historic downtown community.

- c. All costs must be:
 1. Reasonable and necessary;
 2. Made in conformance with the Statement of Work, the Project Budget, and all other provisions in this Agreement;
 3. Incurred for work performed during the Project Period;
 4. Supported by documentation acceptable to MDA; and
 5. The net cost incurred by the Grantee (this is the cost minus any rebates, refunds, or other items of value).

6. Disbursements

It is understood that the Grant is provided on a reimbursement basis. Pursuant to this legal provision, MDA has established a cash reimbursement process, as well as financial policies and procedures governing the same. The Grantee must adhere to this process and these financial policies and procedures to receive Grant disbursements.

The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth or as set forth in the Program financial policies and procedures:

- a. The Grantee shall not be in default under this Agreement or the Act;
- b. Development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA, that required reports (including but not limited to the Quarterly Reports) have been submitted on a timely basis, and all milestones in the timeline are being met (or there is sufficient written documentation as to why a milestone has not been met);
- c. The parties hereto agree that disbursements by MDA to the Grantee of the Grant shall be made in accordance with the Program's established financial policies and procedures, including specifically the cash reimbursement process;
- d. Grantee shall not receive compensation for its required twenty percent (20%) of local match funds, which must cover at least twenty percent (20%) of the total project cost, except that
 - i. If the population of Grantee's community is less than ten thousand (10,000), it shall be required to have a local cash match of ten percent (10%) for the first One Hundred Thousand Dollars (\$100,000.00) requested, then will be required to have a local cash match of twenty percent (20%) for any amount over One Hundred Thousand Dollars (\$100,000.00); and
- e. Any expenses incurred before the effective date of this Agreement will not be reimbursed by MDA.

7. Termination of Grant:

The Executive Director of MDA or designee may, when the interests of the State so require, terminate this grant in whole or in part. The said Executive Director or designee shall give written notice of the termination to Grantee specifying the reasons for the termination, the part of the grant terminated, and when termination becomes effective.

- a. Termination for Cause:
- i. If, for any cause, except for force majeure, Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Grantee shall violate any of the terms of this Agreement, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
 - ii. If Grantee is unable or unwilling to comply with any elements of this Agreement or additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MDA under this Grant, Grantee shall have the right to terminate this Grant by giving written notice to MDA specifying the reason for termination and signifying the effective date thereof. Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
 - iii. If the funding from the State under which this Grant is made is delayed or terminated, MDA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Grantee specifying the effective date thereof. As directed by MDA, Grantee shall (a) place no further purchase orders or subgrantees, (b) cancel or terminate all current purchase orders or subgrantees; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subgrantees.
 - iv. In the event of termination for cause, all materials and equipment purchased, and data, supplies, and reports prepared by Grantee under this Grant may, at the option of MDA, become the property of MDA. Grantee shall not be relieved of liability to MDA for damages sustained by MDA by virtue of any breach of the Agreement by Grantee. Determination of damages shall be assessed within ninety (90) days of written termination.
- b. Termination for Default: If Grantee refuses or fails to perform any of the provisions of this grant with such diligence as will ensure its completion within the time specified in this grant or any extension thereof, or otherwise fails to timely satisfy the grant provisions, or commits any other substantial breach of this grant, the said Executive Director or designee may notify Grantee in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the said Executive Director or designee, such officer may terminate Grantee's right to proceed with the grant or such part of the grant as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the said Executive Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the said Executive Director or designee. Grantee shall continue performance of the grant to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- c. Termination Due to Bankruptcy: This Grant may be terminated in whole or in part by the Authority upon written notice to Grantee, if Grantee or any subgrantee/benefiting party should become the subject of bankruptcy or receivership proceedings whether voluntary or involuntary, or upon execution by Grantee of an assignment for the benefit of its creditors. In the event of such termination, Grantee shall be entitled to recover just and equitable compensation for satisfactory work performed under this Grant, but in no case shall said compensation exceed the total grant price.
- d. Grantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Grantee will stop work to the extent specified. Grantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Grantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The said Executive Director or designee may direct Grantee to assign Grantee's right, title, and interest under terminated orders or subcontracts to the State. Grantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- e. Notwithstanding termination of the grant and subject to any directions from the procurement officer, Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest.
- f. Payment for completed services delivered and accepted by the State shall be at the grant price. The State may withhold from amounts due Grantee such sums as the said Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- g. Except with respect to defaults of subcontractors, Grantee shall not be in default by reason of any failure in performance of this grant in accordance with its terms (including any failure by Grantee to make progress in the prosecution of the work hereunder which endangers such performance) if Grantee has notified the said Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or grant capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Grantee shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Grantee to meet the grant requirements. Upon request of Grantee, the said Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Grantee's progress and performance would have met the terms of the grant, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled.

- h. If, after notice of termination of Grantee's right to proceed under the provisions of this clause, it is determined for any reason that the grant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this Agreement, the rights and obligations of the parties shall, if the grant contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- i. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this grant.

8. Publications And Publicity:

Grantee may publish results of its function and participation pursuant to this Grant prior to review by MDA, provided that (1) such publications acknowledge that the Program is supported by MDA and (2) that a copy of each publication is furnished to MDA.

9. Copyrights:

If this Grant results in copyrightable material, the author is free to copyright the work; but MDA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

10. Discrimination Prohibited:

No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement. Grantee will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

11. Political Activity Prohibited:

None of the funds, materials, property, or service contributed by MDA or Grantee under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Grant funds shall not be used for any partisan political activities, initiative or referendum support or opposition, voter registration or "Get-Out-the-Vote" campaigns.

12. Religious Activity Prohibited:

There shall be no religious worship, instruction, or proselytizing as part of or in connection with the performance of the Agreement.

13. Compliance With Federal, State, And Local Laws:

Grantee shall comply with all applicable laws and regulations of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions that may be affected by this Agreement.

Specifically, Grantee shall comply with all statutory requirements set out in the Mississippi Main Street Revitalization Grant Program Act (Miss. Code Ann. § 57-78-1, *et seq.*) and the rules, regulations, and guidelines adopted by MDA pursuant to the Act.

The Grant shall be governed by 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 courts of the State.

The Grantee understands that the Authority 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 Grantee agrees during the term of this Grant that the Grantee will strictly adhere to this policy in its employment practices and provision of services.

14. Historic Properties

All projects involving a historic property must comply with all applicable laws relating to the property, as well as applicable regulations of the Mississippi Department of Archives and History, or other department or agency relating to such property. As part of the policies and procedures governing the Program, MDA shall require Grantee to seek and secure technical assistance from the Mississippi Department of Archives and History to the extent that the Project involves the protection, interpretation or commemoration of historically significant property in the area in and around the historic downtown site.

15. Reports And Inspections:

- a. Grantee shall make Program status reports and other reports as requested by MDA or its representatives and will arrange for on-site inspections by MDA and/or its representatives upon request. Failure to submit required reports at the times specified may, at the option of MDA, require termination of this Agreement in accordance with the provisions contained herein.
- b. It is understood that if the Grantee subgrants the Grant or any portion thereof to a non-governmental organization/recipient must collect certain information and documentation as established by the “Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026” (HB 1171, 2026 Reg. Session), upon its codification and from and after its effective date of January 1, 2027. MDA will establish guidelines concerning implementation of these requirements.

16. Audit and Monitoring Requirements:

- a. Financial Audits: Per the Act, the Grantee must submit and all audit and financial statements to MDA. Therefore, the Grantee shall maintain adequate internal financial controls and conduct an audit of its financials on a periodic basis, as required by applicable law. Grantee will provide MDA with a copy of the results of those audits within fifteen (15) days after said audit is finalized.
- b. Accounting Records: Grantee shall retain financial records, work reports and any other records that may be needed for purposes of audit for a period of three (3) years after final close-out is made under this Agreement. If an audit or other action involving the records is initiated before the end of said three-year period, the records must be retained until all issues arising from said action are resolved, or until end of said three-year period, whichever is later.

- c. Access to Records: MDA, any state agency authorized to monitor and/or audit MDA or the Grantee, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Grantee which are directly pertinent to this Grant, for the purpose of audit, examination, inspection, investigation, monitoring, review, excerpts, and transcriptions.
- d. Site Visits: MDA authorized representatives have the right to make site visits at reasonable times to review Project files, Project accomplishments and management control systems and to provide technical assistance, if required. Grantee must provide, and must require their subgrantees and contractors to provide, reasonable access to facilities, office space, personnel, information, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations will be performed, to the extent possible, in a manner that does not unduly interfere with or delay the work.

17. E-Verify System for New Hires

If applicable, the Grantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. Grantee represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (71-1-57 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform Grantee. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Grantee agrees to maintain records of such compliance and, upon request of the MDA, to provide a copy of each such verification to the MDA. Grantee further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Grantee understands and agrees that any breach of these warranties may subject Grantee to the termination of this Agreement. In the event of such termination/cancellation, Grantee would also be liable for any additional costs incurred by the MDA due to grant cancellation or loss of license or permit.

18. Conflict of Interest:

No person who exercises decision making responsibilities of the program may personally benefit from an assisted activity, either for themselves or those with whom they have family or business ties. MDA defines “Conflict of Interest” to include a relative as “spouse, child, parent or any person related by blood or marriage within the ‘third degree.’” This definition is based on the Mississippi “Ethics in Government Act” and the state nepotism statute. No exceptions will be granted by MDA henceforth. It is the responsibility of the Grantee to properly disclose that the conflict of interest has occurred, and the Grantee may be required to repay the misused funds. Failure to repay may result in disqualification from further participation in this program.

19. Paymode

Payments by the Authority using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Grantee's choice. The State may, at its sole discretion, require the Grantee to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Grantee understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

20. Availability of Funds

It is expressly understood and agreed that the obligation of the Authority to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Grant are, at any time, not forthcoming or insufficient, either through the failure of the government to provide funds or of the Mississippi Legislature 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 MDA, MDA shall have the right upon ten (10) working days written notice to the Grantee, to terminate this Grant without damage, penalty, cost or expenses to MDA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

21. Representation Regarding Contingent Fees

The Grantee represents that it has not retained a person to solicit or secure a State grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except as disclosed in the Grantee's bid or proposal.

22. Representation Regarding Gratuities

The Grantee represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Grant Review Rules and Regulations.

23. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provision of this Grant which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the grant shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

24. Stop Work Order

- a. Order to Stop Work: The Executive Director of MDA or designee may, by written order to 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. 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 said Executive Director of designee shall either:

- i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Grant.
- b. 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 delivery schedule or Grantee price, or both, and the Grant shall be modified in writing accordingly, if:
- i. the stop work order results in an increase in the time required for, or in Grantee's cost properly allocable to, the performance of any part of this Grant; and,
 - ii. Grantee asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the said Executive Director of designee decides 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.
- c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

25. E-payment

Grantee agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

26. Transparency

This Grant, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983", and its exceptions. See Mississippi Code Annotated 25-61-1 *et seq.*, and Mississippi Code Annotated 79-23-1. In addition, this Grant is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. See Mississippi Code Annotated 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this Executed Grant is required to be posted to the Department of Finance and Administration's independent agency grant website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Grantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by

state and federal law or outside the applicable freedom of information statutes, will be redacted.

This Grant including any accompanying exhibits, attachments and appendices will also be subject to the “Mississippi Grant and Subgrant Administration Transparency and Accountability of Non-Governmental Organizations Act of 2026” upon its codification and from and after its effective date of January 1, 2027.

27. Minority and Women-Owned Business Enterprises

MDA encourages the maximum opportunity for increased participation by local Minority and Women-Owned Businesses Enterprises (MBE/WBE) in the procurement of goods and services. The MDA Minority Business Division at www.mississippi.org and the Mississippi Procurement Technical Center at www.mspsc.com can assist with MBE/WBE outreach efforts.

28. Miscellaneous.

- a. This Agreement has been made by MDA (acting for and on behalf of the State), the Grantee, and no person or entity other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- b. This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.
- d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- e. This Agreement shall inure to the benefit of MDA and the Grantee and shall be binding upon MDA and the Grantee and their respective successors and assigns.
- f. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.
- g. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.

SCOPE OF WORK

- To implement the “Mississippi Main Street Revitalization Grant Program Act” pursuant to Miss. Code Ann. § 57-78-1, *et seq.*
- To expend grant funds appropriated for this Project under the “Mississippi Main Street Revitalization Grant Program Act” as set forth by the Mississippi Legislature in H.B. 1854 (Regular Session, 2026).
- Construction of a Blues Highway Travel Center at the corner of Washington Street Park

The Grantee’s Application is attached hereto and fully incorporated herein as Exhibit “A.”

- The Grantee must adhere to and comply with the detailed budget as set forth in the Application attached as Exhibit “A.” A summary of that follows:

BUDGET SUMMARY

• Consulting Services	\$50,000
• Travel Expenses	\$4,000
• Construction	\$280,000
• Supplies	\$120,000
• Equipment	\$32,000
• Other	\$24,000
Total Project Costs	\$510,000

- As required by the “Mississippi Main Street Revitalization Grant Program Act,” the Grantee avers and certifies that it has secured the required match amount. A funding summary follows:

FUNDING SUMMARY

City of Vicksburg-Blues Highway Travel Center Project- \$408,000 grant funds, with a matching funds commitment of \$99,994 for a total of \$507,994.