



**SUBCONTRACT**  
**BETWEEN**  
**MISSISSIPPI DELTA NATIONAL HERITAGE AREA**  
**PARTNERSHIP, INC.**  
**AND**  
**CITY OF VICKSBURG, MISSISSIPPI**  
*MDNHA Subcontract*  
*Award # SG-0725A*

This Subcontract (hereinafter "Subcontract") is entered into by and between Mississippi Delta National Heritage Area Partnership, Inc., a Mississippi not-for-profit corporation (hereinafter "MDNHAP") and the City of Vicksburg, Mississippi (hereinafter "Subcontractor"), with MDNHAP and Subcontractor hereinafter referred to, collectively, as the "Parties".

WHEREAS, MDNHAP has been awarded Award/Contract No. H5041-10-0022 (hereinafter "Prime Agreement"), CFDA No.15.939, from the National Park Service (hereinafter "Sponsor") to perform the project entitled, "Mississippi Delta National Heritage Area (MDNHA)," which will be administered through Delta State University as Fiscal Agent for MDNHAP (hereinafter "Fiscal Agent"); and

WHEREAS, in connection with the Prime Agreement, MDNHAP was also awarded certain matching grant funds from the Mississippi Development Authority (hereinafter "State Match"; and

WHEREAS, MDNHAP wishes to utilize the services of Subcontractor in performance of the sponsored project; and

WHEREAS, Subcontractor is willing to provide the desired services for the compensation and upon the terms and conditions herein contained; and

WHEREAS, the Award (as hereinafter defined) will be funded with State Match funds.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Statement of Work:** Subcontractor shall use reasonable efforts to perform the work as described in the Statement of Work hereby made a part of this Subcontract as Attachment I (hereinafter "Statement of Work"), and in compliance with the terms and conditions of this Subcontract as set forth herein. Work shall be performed in accordance with MDNHAP's proposal to the Sponsor and the regulations and policies of the Sponsor governing the Prime Agreement.

2. **Period of Performance:** The period of performance of this Subcontract shall be from August 1, 2025, through December 1, 2025, unless amended by written agreement between the Parties.

3. **Deadline:** MDNHAP may revoke or revise its approval of any project if work intended to be assisted is not underway within 3 months after the date of this Subcontract.

4. **Payment:** Upon successful completion of the project and approval of the Final Report (as defined in Paragraph 29 (e) below) by MDNHAP, MDNHAP, through Fiscal Agent, shall pay

\$3,842 (hereinafter "Award") to Subcontractor. Prior approval is required from MDNHAP for deviations requiring prior approval under the Prime Agreement. All costs shall be determined to be allowable in accordance with applicable federal regulations, including, but not limited to, 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (and when applicable, Part 31 of the Federal Acquisition Regulations. FAR 52.216-7, Allowable Cost and Payment, does not apply to Subcontractor.) Payment may be withheld if the Subcontractor fails to comply with the program objectives, Award conditions, reporting requirements or any other terms and conditions of this Subcontract. ***Notwithstanding the foregoing, MDNHAP will not pay any funds to Subcontractor unless Subcontractor has first provided a valid Unique Entity Identifier (UEI) number to MDNHAP.***

5. **Project Accounting:** Subcontractor must abide by Generally Accepted Accounting Principles and must provide clear evidence of all funds received from MDNHAP, in the event of a site visit.

6. **Interest:** Subcontractor shall remit interest earned on the Award deposited in an interest bearing account in accordance with 7 CFR Parts 3015 and 3016 and 3019 to MDNHAP.

7. **Cost Incurred Prior to Approval:** Prior to the disbursement of the Award, Subcontractor shall provide acceptable documentation to MDNHA for costs incurred prior to the Award to determine their eligibility in accordance with the requirements of the costs principles contained in the applicable OMB Circular (i.e., A-87, A-122, or A-21). MDNHAP reserves the right to deny all costs incurred prior to the award of this grant.

8. **Project Under-Run:** In the event that the project is completed with funds remaining, Subcontractor must petition MDNHAP to expend the remaining funds on allowable cost or return funds to MDNHAP.

9. **Additional Funds:** It is understood that if Subcontractor receives additional funding from any new source towards the eligible cost of this project after MDNHAP approval, these funding sources shall not be used to reduce the amount set forth in Paragraph 11 below. If new funds are available to this project, the MDNHAP and the basic federal agency, if any, should be notified immediately as the MDNHAP reserves the right to reconsider the level of its funding approval should this occur. In affirming this Award, Subcontractor certifies that any such additional funds shall be committed and available as needed for the project and that said additional funds will not affect ownership of, or title to, the project facilities. If any such additional funds are decommitted for whatever reason, MDNHAP reserves the right to demand return of all Award proceeds.

10. **Change in Scope:** It is understood that a change in scope should not be implemented without prior written approval from MDNHAP and the basic federal agency, where applicable. A change of scope includes, but is not limited to, the project design, the type of project to be completed, capacity of the system, size of project, the number and/or type of customers served or equipment items or other property purchased.

11. **Cost Sharing:** Subcontractor has agreed to provide cost sharing in the amount of \$3,840.00 for the period of performance provided herein. Subcontractor shall be held liable for these funds and agrees to be bound by the terms and guidelines outlined in the Award requirements. In the event that Subcontractor does not provide the amount of cost sharing indicated in this Subcontract, then

the amount of funds provided under this Subcontract may be reduced in proportion to the amount of cost sharing not provided.

12. **Reduction of Funds:** In no event will MDNHAP or Fiscal Agent be liable to Subcontractor for payment of funds not provided by Sponsor. Should Sponsor issue a reduction of funding notice, MDNHAP reserves the right to reduce the Award. In the event payments to the Subcontractor under this Subcontract are subsequently disallowed by Sponsor, Subcontractor shall repay MDNHAP, through Fiscal Agent, the amount of any such disallowed items, or at the discretion of MDNHAP, MDNHAP shall deduct such amounts from subsequent payments to Subcontractor.

13. **Assurances:** As this Subcontract covers work to be done under a federal award which requires certain assurances and MDNHAP and Fiscal Agent have the specific responsibility for ensuring that all required assurances are obtained, Subcontractor agrees to comply with all applicable federal and state laws, including but not limited to the following and will, upon request, furnish MDNHAP and Fiscal Agent with written assurances of such compliance.

(a) **Care and Treatment of Laboratory Animals.** Subcontractor, if using warm-blooded animals in the project covered by this Subcontract, will comply with applicable portions of the Animal Welfare Act (P.L. 89-544 as amended) and will follow the guidelines prescribed in the most recent revision of the PHS publication, "Guide for the Care and Use of Laboratory Animals."

(b) **Civil Rights and Equal Employment Opportunity.** Subcontractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60). The Family and Medical Leave of 1993, and applicable workers' compensation laws of the awardee's state.

(c) **Nondiscrimination.**

(1) Subcontractor agrees to comply with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the related regulations to each. Subcontractor assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, handicap, or national origin.

(2) Subcontractor also agrees to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, handicap, or national origin. Such action shall include, but not be 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 available to employees and applicants for employment.

(d) **Employment Eligibility Verification.** Subcontractor shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including, if applicable, compliance with Senate Bill 2988,

Mississippi Session Laws of 2008, requiring the use of the E-Verify Program for immigration verification. (Applicable only when persons are employed to perform services within the State of Mississippi.)

(e) Protection of Human Subjects. Subcontractor, if using human subjects in the projects covered by this Subcontract, agrees to abide by the Code of Federal Regulations, 45 CFR Part 46, Subpart A, "Protection of Human Subjects."

(f) Non-Delinquency on Federal Debt. Subcontractor certifies that it is not delinquent on the repayment of any federal debt.

(g) Debarment and Suspension. Subcontractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or otherwise excluded from or ineligible for participation with Federal assistance or activities.

(h) Drug-Free Environment. Subcontractor certifies that it is in compliance with federal regulations regarding a drug-free workplace.

(i) Fraud and Misconduct. Subcontractor agrees to comply with all federal guidelines, executive orders, and legislation concerning fraud and misconduct. Subcontractor shall immediately report to MDNHAP and to Fiscal Agent any and all findings of fraud or misconduct under this Subcontract, in accordance with applicable law and agency policy.

(j) Clean Air and Water. (applicable if over \$100,000)

(1) Subcontractor certifies that no facility to be used in the performance of this Subcontract is listed on the Environmental Protection Agency List of Violating Facilities.

(2) Subcontractor will immediately notify MDNHAP and Fiscal Agent of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that Subcontractor proposes to use for the performance of this Subcontract is under consideration to be listed on the EPA List of Violating Facilities.

(k) Anti-Kickback Act. Subcontractor certifies that it is in compliance with the Anti-Kickback Act of 1986 (41 USC 51-58).

(l) Lobbying. (Applicable if over \$100,000).

(1) Subcontractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in

connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, award, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, Award, loan, or cooperative agreement, Subcontractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this Subcontract was made or entered into. This certification is a prerequisite for making or entering into this Subcontract imposed by Section 1352, Title 31, U.S. Code. Any person who makes an expenditure prohibited by subparagraph (1) above or fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure and/or failure, as applicable.

(m) Audit.

(1) Subcontractor agrees to comply with the requirements of the Uniform Guidance at 2 CFR Part 200 and will provide notice of the completion of required audits and any adverse findings which impact this Subcontract as required by parts 200.501-200.521 and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

(2) All records and reports related to this Subcontract shall be available for inspection by representatives of MDNHAP, Fiscal Agent, the State of Mississippi, or the Federal government during normal business hours and shall be maintained for a period of three (3) years following closeout of the Prime Agreement.

(3) Records that relate to audits, appeals, litigation, or the settlement of claims arising out of the performance of the project shall be retained until such audits, litigation or claims have been disposed of.

(n) Conflict of Interest.

(1) Subcontractor certifies that it is in compliance with applicable federal and state Conflict of Interest Regulations.

(2) Subcontractor certifies that this Subcontract will not result in pecuniary benefit to any employee of MDNHAP or employee of Fiscal Agent involved with the administration or the decision to award this Subcontract ("Employee"), will not result in pecuniary benefit to Employee's relatives, and will not result in pecuniary benefit to any business with which Employee is associated.

(3) In the event any of the Award under this Subcontract is funded by Public Health Services then the following shall apply:

(i) Subcontractor shall have in effect a written and enforced process to identify and manage, reduce, or eliminate conflicting interests.

(ii) Prior to expending any funds under this Subcontract, Subcontractor will report to MDNHAP and Fiscal Agent (for submission to Sponsor) the existence of a conflicting interest and assure that it has been managed, reduced, or eliminated, AND, for any interest identified as conflicting subsequent to the initial report, a report will be made and the conflicting interest managed, reduced, or eliminated, at least on an interim basis, within 60 days.

(iii) Upon request, Subcontractor agrees to make information available to MDNHAP and Fiscal Agent (for submission to Sponsor) regarding all conflicting interests and how those interests have been managed, reduced, or eliminated.

(o) Exports.

(1) Subcontractor agrees that it will at all times be in compliance with the U.S. government export regulations and laws. Subcontractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this Subcontract. In the absence of available license exemptions/exceptions, Subcontractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(2) Subcontractor shall be responsible for ensuring that the provisions of this subparagraph (o) apply to its subcontractors.

14. **Conditions of the Prime Agreement:** Subcontractor agrees to conduct the project in accordance with the applicable terms and conditions of the Prime Agreement.

15. **Publications:** All publications shall be written in accordance with Sponsor's guidelines. Any results which are published shall contain the following acknowledgement of the source of funding:

"This publication was made possible through support provided by the National Park Service through Mississippi Delta National Heritage Area Partnership, Inc. and its Fiscal Agent, Delta State University, under the terms of Agreement No. H5041-10-0022. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the National Park Service, the Mississippi Delta National Heritage Area Partnership, Inc. or Delta State University."

A copy of each publication resulting from this Subcontract shall be provided to the MDNHAP Contractual Contact set forth in Paragraph 18 below.

16. **Intentionally omitted.**

17. **Hold Harmless:** Subcontractor will carry out the program under this Subcontract as an independent contractor and not as an agent of the MDNHA. Subcontract assumes sole and complete responsibility for the conduct of the project in such a manner as to assure the safety and welfare of all persons participating in or any way involved in, affected by, any activities conducted under this Subcontract. MDNHAP, by its provision of funds for this project, undertakes no responsibility in this regard. Subcontractor shall indemnify and save harmless MDNHAP, its agents, officers and employees, from and against any and all claims, demands, suits, judgments, settlements, etc., for sums of money for or on account of personal injuries, property damage, or loss of life or property of any persons arising from or in any way connected with the performance of the project covered by this Subcontract. Further, Subcontractor expressly releases the MDNHAP from any liability for any losses or damages suffered by Subcontractor, directly or indirectly, from or in any way connected with the performance of this Subcontract.

*[Remainder of page intentionally left blank.]*

18. **Administrative/Technical Personnel:** Listed below are the Contractual Contacts and Fiscal Contacts for MDNAP and Subcontractor. All notices, reports or other matters relating to the project, the Award and/or this Subcontract shall be directed to the applicable individuals set forth below.

**Mississippi Delta National Heritage  
Area Partnership, Inc.**

**City of Vicksburg, Mississippi**

**Contractual Contact:**

**Contractual Contact:**

Stephanie Patton  
Board Chairman  
Mississippi Delta National Heritage  
Area Partnership, Inc.  
103 Stovall Road  
Leland, MS 38756  
Phone No.: 662-394-1065  
Email: [stephanie.patton85@gmail.com](mailto:stephanie.patton85@gmail.com)

Jeff Richardson  
Community Development Dir.  
City of Vicksburg, Mississippi  
1401 Walnut Street  
Vicksburg, MS 39180  
Phone No.: 601-636-3574  
Email: [jeffr@vicksburg.org](mailto:jeffr@vicksburg.org)

Heather Miller  
Director, Institutional Grants  
Delta State University  
Kent Wyatt Hall 248  
1003 West Sunflower Road  
Cleveland, MS 38733  
Phone No: 662-846-4804  
Email: [hmillerr@deltastate.edu](mailto:hmillerr@deltastate.edu)

**Fiscal Matters:**

**Fiscal Matters:**

Jacnita Robinson  
Grants Accountant  
Delta State University  
Kent Wyatt Hall 214  
1003 West Sunflower Road  
Cleveland, MS 38732  
Phone No.: 662-846-4006  
Email: [jrobinson@deltastate.edu](mailto:jrobinson@deltastate.edu)

Nicole Grafton  
Accounting  
City of Vicksburg, Mississippi  
1401 Walnut Street  
Vicksburg, MS 39180  
Phone No.: 601-634-4551  
Email: [ngrafton@vicksburg.org](mailto:ngrafton@vicksburg.org)

19. **Confidentiality:** MDNHAP, Fiscal Agent and Subcontractor agree to treat as confidential and not disclose to any third party without prior written consent of the disclosing party information or data which is disclosed under this Subcontract to the other party and identified by the disclosing party as confidential (hereinafter "Confidential Information"). Excluded from this obligation of confidentiality is information which:

(a) was known to the receiving party as evidenced by written documents prior to the date of disclosure by a party hereto; or



(b) was subsequently disclosed to receiving party by a third party who has a right to disclose such information; or

(c) was public knowledge prior to disclosure or became public knowledge subsequent to disclosure other than through acts or omissions attributable to receiving party; or

(d) is required by law, regulation or a final, binding order of court of competent jurisdiction to be disclosed; or

(e) shall be required for disclosure to federal regulatory agencies pursuant to protected approval for use; or

(f) has been approved for release by written authorization of the disclosing party; or

(g) was independently discovered by the receiving party without any reference to the other party's Confidential Information as evidenced by its written documents.

The confidentiality obligations under this Paragraph 19 will remain in effect during the term of this Subcontract and for a period of five (5) years thereafter.

20. **Equipment:** Purchase, maintenance and reporting of approved equipment under this Subcontract shall be in accordance with the applicable equipment terms and conditions of the Prime Agreement. Prior approval must be requested from MDNHAP and Fiscal Agent for the purchase of equipment not specifically identified in this Subcontract.

21. **Intellectual Property:** Subject to the applicable terms and conditions of the Prime Agreement, rights to intellectual property resulting from work performed under this Subcontract shall be determined in accordance with the following provisions.

(a) **Inventions.** Subcontractor shall own all right, title and interest in and to any discovery or invention (whether or not patentable) conceived or first reduced to practice under this Subcontract solely by employees of Subcontractor. MDNHAP shall own all right, title and interest in and to any discovery or invention (whether or not patentable) conceived or first reduced to practice under this Subcontract solely by employees of MDNHAP. Right, title and interest in and to discoveries or inventions (whether or not patentable) conceived or first reduced to practice under this Subcontract jointly by employees of MDNHAP and Subcontractor shall be owned jointly by MDNHAP and Subcontractor, each party having an equal and undivided interest. Subcontractor shall report to MDNHAP any inventions first actually reduced to practice in the performance of this Subcontract.

(b) **Copyrights.** Subcontractor shall retain the rights (including copyright) to all material which results from work conducted under this Subcontract in accordance with the applicable terms and conditions of the Prime Agreement. Subcontractor awards to MDNHAP an irrevocable, royalty-free, non-exclusive right and license to use, reproduce, make derivative works, display, publish, distribute and perform any material, including without limitation all copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subcontract for the purpose of education and non-commercial research and as otherwise required to meet MDNHAP and Fiscal Agent's obligations under this Subcontract and the Prime Agreement.

Sponsor shall have a royalty-free and irrevocable right to reproduce, publish or otherwise use the works for Federal purposes and to authorize others to receive, reproduce, publish or otherwise use such works for Federal purposes.

22. **Disputes:** Any dispute concerning a question of fact arising under this Subcontract shall be resolved in the following manner. In the event of disagreement, MDNHAP and/or Fiscal Agent, on the one hand, and Subcontractor, on the other hand, shall present their position in detail to the other Party in writing, and both the MDNHAP and/or Fiscal Agent and Subcontractor hereby agree to negotiate an equitable settlement. Where this Subcontract represents an agreement between MDNHAP and a Mississippi State Institution of Higher Learning, unresolved disputes shall be presented to the Board of Trustees, State Institutions of Higher Learning for resolution. Where this Subcontract represents an agreement between MDNHAP and any organization that is not a Mississippi State Institution of Higher Learning, unresolved disputes may be resolved by a court of competent jurisdiction within the State of Mississippi.

23. **Termination:**

(a) **Termination for Convenience.** Either Party may terminate this Subcontract for convenience upon thirty (30) days written notice to the other Party.

(b) **Default by Subcontractor.** In the event of default by Subcontractor, the performance of Subcontractor may be terminated by MDNHAP at any time by giving ten (10) days written notice. Such notice shall be effective upon receipt by Subcontractor. Should Sponsor terminate or issue a stop work order of any nature to MDNHAP, MDNHAP reserves the right to issue a termination or stop work order pursuant to the terms of action issued by Sponsor regardless of the time frame.

(c) **Effect of Termination.** In the event of termination, MDNHAP may require Subcontractor to transfer and deliver to MDNHAP or its designee, in the manner and to the extent directed by MDNHAP, such partially completed reports or other documentation and programs as Subcontractor has specifically produced or especially acquired for the performance of this Subcontract. Subcontractor shall be entitled to receive reimbursement for all allowable, non-cancelable obligations properly incurred through the date of termination. Such expenses shall not exceed the maximum amount payable under this Subcontract.

24. **Independent Contractor:** Subcontractor is an independent contractor, not a partner or joint venture, and shall not act as an agent of MDNHAP nor Fiscal Agent. Neither Subcontractor nor any of its employees shall be deemed to be employees of MDNHAP or of Fiscal Agent for any purpose whatsoever.

25. **Assignment:** Subcontractor shall not assign this Subcontract or enter into subcontracts for any of the work described herein without obtaining the prior written approval of MDNHAP.

26. **Order of Precedence:** In the event of any inconsistency between and among the provisions or attachments which constitute this Subcontract, the following order of precedence shall apply:

- (a) The Subcontract.
- (b) The Attachments.

27. **Governing Laws:** This Subcontract shall be construed and performance hereunder shall be determined in accordance with the laws of the State of Mississippi, without regard to the conflict of laws provision. *(Not applicable when such choice of law is prohibited by Federal or State law.)*

28. **Entire Agreement:** This Subcontract constitutes the sole, full and complete agreement by and between the Parties with regard to the subject of this Subcontract; and no amendments, changes, additions, deletions, or modifications to or of this Subcontract shall be valid unless reduced to writing, signed by the Parties and attached hereto. This Subcontract supersedes and cancels any previous agreement whether written or oral entered into between the Parties related to the topics discussed herein. All terms of this Subcontract which by their nature have continuing effects shall survive the termination or expiration of this Subcontract.

29. **Additional Conditions and Covenants:**

(a) **Site Visits.** A site visit (as variously defined in the MDNHAP Monitoring & Compliance Manual) may be conducted by MDNHAP's program staff or consultants at any time during which this Subcontract is in effect, or within 120 days of the completion of the scope of work by the Subcontractor.

(b) **Recognition of MDNHAP.**

(1) Subcontractor will be provided with an electronic copy of the approved MDNHAP logo. Subcontractor must include these logos on any print materials or press releases related to the project, including banners or posters at events or activities supported by the Award.

(2) MDNHA's support of the project must be specifically acknowledged by Subcontractor in all printed materials and in all appropriate media releases and accounts.

(3) Subcontractor must give verbal acknowledgement of MDNHAP's support of the project at all programs supported by the Award.

(c) **Press Releases.** Subcontractor shall include in all press releases the following language:

"The Kuhn Civil Rights Memorial Park project is funded in part by an award from the Mississippi Delta National Heritage Area Partnership, with funding provided by the National Park Service."

Subcontractor should also note the required statement in Paragraph 15 regarding any publications that result from the scope of work in this subcontract.

(d) **Congressional Letters.** Subcontractor is required to notify in writing the

legislators representing the area served by Subcontractor's funded work and in the U.S. Congress of this Award and the work it supports. A template will be provided to Subcontractor for such letters.

(e) Reports. Subcontractor must complete and submit a final report (hereinafter "Final Report") to the MDNHAP Contractual Contact providing an expense report detailing how the Award was spent. The Final Report must be submitted within forty-five (45) calendar days after the completion of the project (or if earlier, termination of this Subcontract) for review and approval by MDNHAP. A form and instructions will be provided for the Final Report. Further, Subcontractor agrees to submit to MDNHAP and to Fiscal Agent, in a timely manner, any other reports (e.g. property and inventions) as required by Sponsor, MDNHAP and/or Fiscal Agent, from time to time

(f) Other Documentation. To the greatest extent possible, Subcontractor shall provide MDNHAP with information on the progress of work under this Agreement in the form of photographs, video and other forms suitable for publishing on MDNHAP's website and posting on MDNHAP's social media platforms. Subcontractor shall forward to MDNHAP copies of, and links to, any press coverage of work under this Subcontract, and of any publications mentioning this work. Subcontractor shall notify MDNHAP in advance of any scheduled public or program events that are funded in whole or in part by this Subcontract. Subcontractor agrees that MDNHAP may use any such documentation on MDNHAP's website or social media platforms, or in any of its reports, brochures, promotional materials or other publications.

(g) Amendment Process. This Subcontract may be modified only by the written consent of MDNHAP. Any proposed changes in the Statement of Work, as well as any other significant changes in terms and conditions, must be submitted in advance to MDNHAP for review and approval in accordance with its established policies and procedures.

(h) Change in Circumstances – Inability to Perform. Should Subcontractor experience any circumstances (changes in personnel, loss of matching funds, etc.) that adversely affect its ability to perform the work contemplated by this Subcontract, the Subcontractor has the duty to so inform MDNHAP immediately of such circumstances.

(i) Volunteer Time. For the purposes of documenting matching funds pledged as part of this Subcontract, volunteer time shall be documented by timesheets completed and signed by volunteers, with a summary sheet recording the total number of volunteer hours committed to the project.

(j) Public Events: Ceremonies. MDNHAP should be notified in advance of any public event or ceremony in which the project activities are to be highlighted or celebrated, so that MDNHAP has the opportunity to attend and document such activities.

(k) Alcoholic Beverages and Food. Pursuant to the Office of Federal Procurement Policy guidelines, no amount of the Award shall be used to purchase alcoholic beverages and/or food.

30. Execution in Counterparts: This Subcontract may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each party and delivered to the other party. Facsimile or pdf transmission of any signed original document or retransmission of any signed facsimile or pdf transmission will be deemed the same as delivery of an original. At the request of any Party, the other

Party will confirm facsimile or pdf transmission by signing a duplicate original document.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused this Subcontract to be executed by their duly authorized representative as of the latest day and year written below:

**CITY OF VICKSBURG, MISSISSIPPI**

**MISSISSIPPI DELTA NATIONAL HERITAGE  
AREA PARTNERSHIP, INC., A MISSISSIPPI  
NOT FOR PROFIT CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephanie Patton, Board Chairman

Name: Willis Thompson

Date: \_\_\_\_\_

Title: Mayor

Date: July 25, 2025

**DELTA STATE UNIVERSITY, FISCAL AGENT**

By: \_\_\_\_\_

Heather Kovarcik Miller, Director  
Office of Institutional Grants

Date: \_\_\_\_\_

By: \_\_\_\_\_

Edwin Craft, Vice President of  
Finance and Administration

Date: \_\_\_\_\_

By: \_\_\_\_\_

Leslie Griffin, Provost & Vice-  
President of Academic Affairs

Date: \_\_\_\_\_