

# NGA/CONTRACT DOCUMENT REVIEW FORM

Grantee Agency: Accelerate MS Subgrantee Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contractee: CMPDD

Grant Name: Accelerate MS Works Grant Title: City of Vicksburg – Cyber Security

Grant/Contract No: 25-101 Grant/Contract Amount: \$274,859

NOTE: By affixing your signature to this review form, you are hereby affirming that you have thoroughly read and reviewed the attached document for compliance with all CMPDD policy related requirements and language. Also, that you have reviewed the language of the General Terms and Conditions, Special Terms and Conditions, Scope of Services, Standard Assurances, Exhibits, Appendices, and any other clauses or sections appertaining thereto. The Finance staff should be attesting to the budget(s) in relation to financial accuracy, required matching funds (if applicable), etc.

CEO approval is required for any special or non-standard language that is used outside of normal contract usage.

## APPROVAL SIGNATURES

Aging		Workforce		Planning		Waiver	
CC	_____	RP	<u>RP</u>	_____	_____	TS	_____
SM	_____	RH	<u>SB</u>	DW	_____	SM	_____
CD	_____	JL	<u>JL</u>	MS	_____	CD	_____
				CD	_____		

## CHIEF EXECUTIVE OFFICER COMMENTS (OPTIONAL):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


This execution and approval authorizes the staff to proceed.

☒ Approved \_\_\_\_\_ ☐ Disapproved \_\_\_\_\_

Michael Hank 10/03/2025

CEO Signature Date

**Central Mississippi Planning and Development District, Inc.**  
**Workforce Division**  
**1020 Centre Pointe Boulevard**  
**Pearl, MS 39208**

<b>1. Subawardee:</b> City of Vicksburg 1401 Walnut Street, PO Box 150 Vicksburg, MS 39181  Contact Person: Willis T. Thompson Phone: 601-631-3718 Email: <a href="mailto:mayorwillisthompson@vicksburg.org">mayorwillisthompson@vicksburg.org</a>	<b>2. Subaward Number:</b> 25-101 <b>3. Fund Source:</b> AccelerateMS – MSWorks Fund <b>Year of Appropriation:</b> PY 24 <b>4. Beginning Date:</b> 05/01/25 <b>Ending Date:</b> 06/30/26 <b>5. Page 1 of 19</b> <b>6. Federal Tax ID:</b> 64-6001174 <b>7. Risk:</b> High										
<b>8. Payment Method:</b> Cost Reimbursement	<b>9. UEI Number:</b> TKAXQ63K6UL3										
<b>10. Available Federal Funding Award Information:</b> 2 CFR 200.332 requires CMPDD, as a pass through entity, to include specific information in each subaward to ensure proper compliance. Federal Funding Identification for this subaward is listed below: <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;"><u><b>Fund</b></u></td> <td style="text-align: left;"><u><b>Award</b></u></td> <td style="text-align: left;"><u><b>Effective Date</b></u></td> <td style="text-align: left;"><u><b>Signed Date</b></u></td> <td style="text-align: left;"><u><b>FAIN</b></u></td> </tr> <tr> <td colspan="5">N/A</td> </tr> </table>		<u><b>Fund</b></u>	<u><b>Award</b></u>	<u><b>Effective Date</b></u>	<u><b>Signed Date</b></u>	<u><b>FAIN</b></u>	N/A				
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N/A											
<b>11. R &amp; D:</b> No	<b>12. De Minimus Indirect Rate Charged</b> Yes _____ No <u>  X  </u>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;"><b>13. Assistance Listing #</b></td> <td style="width: 30%;"><b>Grant Source</b></td> <td style="width: 50%;"><b>Total Funds Obligated</b></td> </tr> <tr> <td>N/A – MS Works Funding (State)</td> <td>AccelerateMS – MS Works Fund</td> <td>\$274,859</td> </tr> <tr> <td colspan="2"><b>TOTAL:</b></td> <td>\$274,859</td> </tr> </table>	<b>13. Assistance Listing #</b>	<b>Grant Source</b>	<b>Total Funds Obligated</b>	N/A – MS Works Funding (State)	AccelerateMS – MS Works Fund	\$274,859	<b>TOTAL:</b>		\$274,859		
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<b>TOTAL:</b>		\$274,859									
<b>14. The SUBAWARDEE agrees to provide the services outlined in accordance with all provisions of the subaward. The following sections are attached and incorporated into the agreement:</b> <ul style="list-style-type: none"> <li>Terms and Conditions</li> <li>Statements of Work</li> <li>Budget</li> </ul> <p>This agreement incorporates all Southcentral Mississippi Works Policies, Procedures, terms, conditions, and provisions Central Mississippi Planning and Development District, Inc. issued to the <b>SUBAWARDEE</b>. The <b>SUBAWARDEE</b> agrees to fully comply with all such provisions.</p>											
<b>15. Approved for City of Vicksburg</b>   <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span>Willis T. Thompson, Mayor</span> <span>Date</span> </div>	<b>16. Approved for Central Mississippi Planning and Development District, Inc.</b>  <div style="text-align: center;">   <div style="display: flex; justify-content: space-between; border-top: 1px solid black; padding-top: 5px;"> <span>Michael Monk, CEO</span> <span>Date</span> </div> </div> <div style="text-align: right; margin-top: 10px;">10/03/2025</div>										

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## TERMS AND CONDITIONS

### I. Addresses and Conditions

Subaward-related correspondence, reports, and documents shall be submitted as required in the subaward to the designated subaward contact person. The preferred method of delivery is email.

#### **CMPDD**

Dr. Robin Parker  
Workforce Director  
Central MS Planning & Development District  
1020 Centre Pointe Blvd.  
Pearl, MS 39208

#### **SUBAWARDEE**

Nicole Grafton  
Accounting Specialist  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39181

The above-listed persons and addresses may be modified by written notice to the affected parties and shall include an effective date.

### III. Deliverables and Statement of Work

The **SUBAWARDEE** agrees to comply fully with all State laws and procurement policies applicable to this subaward or the programs it funds, including any changes or amendments that take effect during the subaward period. Such changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand delivery.

The **SUBAWARDEE** shall engage qualified staff to provide the services funded by this subaward. The **SUBAWARDEE** assures that all staff possess the knowledge, skills, and qualifications necessary to perform the required services and hold any licenses, permits, certifications, or authorizations mandated by law.

### IV. Reimbursement Provisions

#### **A. Maximum Amount Payable**

Under no circumstances shall the amount paid to the SUBAWARDEE by CMPDD for subaward services exceed the amount identified as the “maximum amount payable” on the first page of this subaward.

#### **B. Allowable Expenses**

The SUBAWARDEE shall be reimbursed solely for actual and allowable expenses incurred in accordance with the approved budget. The SUBAWARDEE affirms that all costs claimed will be reasonable, allocable, allowable, and necessary for the operation of the program covered by this subaward.

#### **C. Documentation and Conditions of Reimbursement**

All reimbursement requests must be fully documented in accordance with the policies and procedures of the State of Mississippi, and CMPDD. Reimbursements are subject to monitoring, audits, disallowances, and recoupment. CMPDD is under no obligation to reimburse the SUBAWARDEE until a proper and timely reimbursement request is submitted.

#### **D. Denial of Reimbursement**

CMPDD reserves the right to deny all or part of a reimbursement request if any of the following conditions occur:

- i. The SUBAWARDEE fails to comply with any subaward provision, all of which are considered material, including performance requirements.
- ii. The SUBAWARDEE fails to adhere to applicable laws, rules, policies, or procedures.
- iii. The SUBAWARDEE does not resolve costs disallowed under this or any other CMPDD subaward.
- iv. The SUBAWARDEE fails to repay amounts owed to CMPDD.
- v. Costs are incurred for program activities outside the authorized period of performance, either before the start date or after the end date of the subaward.
- vi. Supplies or expenditures are made for the benefit of participants not enrolled during the subaward period.

**V. Indemnification and Hold Harmless**

To the extent allowed by Mississippi law, the **SUBAWARDEE** will indemnify CMPDD and any employees or officials thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBAWARDEE**.

**VI. Insurance and Bonding**

**Fidelity Bonds**

The **SUBAWARDEE** shall bond its agents and employees who receive, deposit, or have access to subaward funds to protect against loss. The bond must name CMPDD as an additional insured or loss payee, as applicable. The bond amount shall be \$100,000 unless CMPDD authorizes a lesser amount in writing. This bonding requirement does not apply to public agencies or public schools.

**Liability Insurance**

The **SUBAWARDEE** shall maintain commercial general liability insurance throughout the term of the subaward. This insurance must cover bodily injury, property damage, and subaward liability.

**Automobile Insurance**

The **SUBAWARDEE** shall maintain automobile insurance for vehicles owned, leased, or used by the **SUBAWARDEE**, its employees, subcontractors, or volunteers in the provision of subaward services.

**Workers' Compensation**

The **SUBAWARDEE** shall maintain adequate workers' compensation, medical, accident, and other insurance coverage for its staff and program participants, as required by applicable laws, regulations, and rules.

**Insurance Amounts and Documentation**

All insurance required under this section must comply with the coverage amounts, periods, and levels specified by CMPDD procedures. Upon request, the **SUBAWARDEE** shall provide CMPDD with proof of all required insurance coverage.

**Self-Insurance**

Self-Insurance plans maintained by a public entity are acceptable in lieu of traditional insurance coverage.

**VII. Subaward Termination**

**Termination for Cause**

CMPDD may immediately terminate this subaward, in whole or in part, without limiting its available remedies, if the **SUBAWARDEE** materially breaches any requirement of the subaward, including these Terms and Conditions. Immediate termination may also occur if the SUBAWARDEE fails to meet the performance requirements of CMPDD as outlined in the subaward goals.

**Termination for Convenience**

Either party may terminate this subaward for convenience at any time, without providing a reason or explanation, by giving the other party at least sixty (60) calendar days' advance written notice.

**Payment after Termination**

In the event of early termination, whether initiated by CMPDD or the **SUBAWARDEE**, the SUBAWARDEE shall only be entitled to reimbursement for allowable costs incurred up to the termination date. Reasonable closeout costs may be reimbursed at CMPDD's sole discretion.

**Retention of Remedies**

This subaward does not limit either party's legal remedies, including the right to seek damages, in the event of a material violation of the subaward provisions by the other party.

**VIII. Subaward Modifications**

CMPDD may initiate subaward modifications when such changes are required by the State of Mississippi or are deemed to be in the best interest of South Central Mississippi Works (SCMW). Such changes, including any increase or decrease in the subaward amount, will be documented through a written subaward modification. Either party may request a subaward renegotiation if unforeseen or unforeseeable circumstances arise during the subaward period. All modifications to this subaward must be in writing and signed by authorized representatives of both parties to be valid.

If the activity levels or quality of services provided under this subaward fail to meet the goals and standards established by SCMW, are not carried out according to the terms of the subaward, or fail to meet SCMW performance standards at any time during the subaward term, CMPDD reserves the right to modify, reduce, or terminate the subaward without recourse by the SUBAWARDEE.

Under no circumstances will a request for modification be considered if it seeks to reallocate funds originally budgeted for direct participant benefits (e.g., OJT payments to employers, ITA payments, internship payments to participants, support services, or incentives) to operational or staff-related expenses.

**IX. Nondiscrimination and Equal Opportunity Provisions**

**A. Prohibition of Discrimination**

The **SUBAWARDEE** must not unlawfully discriminate in determining eligibility for subaward activities or in making employment decisions.

**B. Compliance with Applicable Laws**

The SUBAWARDEE assures full compliance with all nondiscrimination and equal opportunity provisions, including:

- **Title VI of the Civil Rights Act of 1964 (as amended):** Prohibits discrimination based on race, color, or national origin.
- **Section 504 of the Rehabilitation Act of 1973 (as amended):** Prohibits discrimination against qualified individuals with disabilities.
- **Age Discrimination Act of 1975 (as amended):** Prohibits discrimination based on age.
- **Title IX of the Education Amendments of 1972 (as amended):** Prohibits discrimination based on sex in educational programs.
- **State of Mississippi Laws and Directives:** Prohibits discrimination as outlined by applicable state laws and policies.

**C. Americans with Disabilities Act (ADA) Compliance**

Private employers, state and local governments, employment agencies, and labor unions must comply with the Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities in areas such as job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

**Reasonable Accommodation:**

Employers are required to provide reasonable accommodations for the known disabilities of qualified applicants or employees unless doing so would impose an “undue hardship” on business operations. However, employers are not required to:

- Lower quality or production standards as an accommodation.
- Provide personal-use items such as eyeglasses or hearing aids.

**X. Finances, Reports, and Record Keeping****Financial Management**

- The SUBAWARDEE shall comply with CMPDD, State of Mississippi, and 2 CFR 200 regulations, and policies regarding financial management of subaward funds.
- Financial management systems must use the accrual method of accounting, ensuring proper internal controls, accounting records, and adherence to generally accepted accounting standards.
- A written standard operating procedures manual for fiscal management must be maintained, defining all aspects of fiscal authority and responsibility, including balance sheets, revenues, expenses, and equity accounting practices.

**Responsibilities and Reimbursements**

- The SUBAWARDEE is solely responsible for the proper expenditure of subaward funds. Misuse of funds or providing services to ineligible program participants may result in repayment obligations.
- Unapproved expenditures not included in the subaward budget are prohibited.
- CMPDD reserves the right to inspect financial management systems and impose additional accounting requirements as needed.

## **Specific Requirements**

### **A. Access to Records and Facilities**

- CMPDD, the State of Mississippi monitors, auditors, and other authorized persons may access and examine all books, records, documents, and materials pertinent to subaward performance during business hours.
- These access rights extend for the record retention period, which is at least three (3) years after subaward closeout, or longer if required by audits or litigation.

### **B. Audits and Monitoring**

- The SUBAWARDEE shall comply with 2 CFR 200, maintaining records of funds received and expended.
- An independent audit must be conducted annually, and a copy of the audit report must be submitted to CMPDD within 30 days of receipt or nine months after the audit period ends.
- The SUBAWARDEE must oversee its activities to ensure subaward compliance, while CMPDD and State agencies will also monitor the subaward.
- Any questioned or disallowed costs must be resolved promptly, including potential repayment of subaward funds.

### **C. Program Income**

- Revenue generated under this subaward is considered program income and must be reported and spent on allowable activities.
- No fees may be charged to individuals receiving services under this subaward.

### **D. Cost Reductions and Financial Assistance**

- Training costs funded by other State, or local programs (e.g., PELL Grants, TAA, Veterans programs) must be documented to ensure MSWorks funds supplement, not duplicate, other resources.

### **E. Maintenance of Effort**

- Subaward funds must be used to supplement, not supplant, existing programs and activities.

### **F. Additional Funding**

- Notice of any new Federal, State, or local grants affecting subaward services connected to the MSWorks program must be submitted to CMPDD.

### **G. Resolution of Disallowed Costs**

- Disallowed costs must be repaid to CMPDD within 30 days or on an alternative schedule designated by CMPDD.

### **H. Buy-American Requirements**

- The SUBAWARDEE shall comply with 2 CFR 200.



**I. Taxes**

- The SUBAWARDEE is responsible for all payroll taxes, unemployment contributions, and other expenses for staff or program participants.

**J. Travel**

- Travel expenses must comply with State Travel Regulations or an approved travel policy.

**K. Rebates**

- Rebates or other financial benefits generated by the subaward must be reported and appropriately reimbursed to CMPDD.

**L. Confidentiality**

- The SUBAWARDEE must safeguard personal and medical information in compliance with Federal and State laws.

**M. Consultants**

- Consultant fees require prior written approval from CMPDD.

**N. Fair Pricing**

- Costs may be renegotiated or disallowed if false or defective information is submitted.

**O. Litigation Expenses**

- Subaward funds cannot be used for litigation or legal expenses against CMPDD or the State of Mississippi,

**P. Record Maintenance**

- Records must be retained for at least three (3) years after closeout and safeguarded against loss or damage.
- All payroll and program participant records must be complete, accurate, and maintained for audits and monitoring.

**Q. Record and Personal Identifiable Information Security**

- Personally Identifiable Information (PII) must be encrypted and protected against unauthorized access. Storage of PII on personal devices is prohibited.

**R. Allowability and Documentation of Costs**

All costs charged to this subaward must comply with the cost principles outlined in 2 CFR 200 Subpart E. Costs must be necessary, reasonable, allocable, and consistently treated. The SUBAWARDEE shall maintain sufficient documentation to support all expenditure(s) and demonstrate compliance with these principles.

**S. Procurement Standards and Conflict of Interest**

The SUBAWARDEE must follow procurement standards as outlined in 2 CFR 200.318–200.320. Written standards of conduct must be in place to address conflicts of interest, ensuring all transactions are conducted with integrity and free from undue influence.

**T. Internal Controls**

The SUBAWARDEE must establish and maintain effective internal controls to ensure compliance with State statutes, regulations, and the terms and conditions of this subaward. Internal controls must safeguard PII and align with 2 CFR 200.303.

**U. Reporting Requirements**

1. **Programmatic Progress Reports:** Submitted as outlined in the Statement of Work.
2. **Monthly Financial Reporting:** Due by NOON on the 8th of each month (or adjusted for weekends). Reports must be signed and submitted electronically or mailed to:

**Sonya Banes**

[sbanes@cmpdd.org](mailto:sbanes@cmpdd.org)

CMPDD

1020 Centre Pointe Blvd.

Pearl, MS 39208

3. **Closeout Package:** Due within 40 days of subaward end. Packages should be submitted electronically or mailed to:

**Sonya Banes**

[sbanes@cmpdd.org](mailto:sbanes@cmpdd.org)

CMPDD

1020 Centre Pointe Blvd.

Pearl, MS 39208

**XI. Property and Equipment****A. Property**

- Any property purchased, developed, or acquired with subaward funds is subject to applicable State of Mississippi and CMPDD policies.
- Property management must comply with the requirements outlined in **2 CFR 200.310–200.316**, which include maintaining accurate records, conducting periodic physical inventories, and safeguarding against loss or damage.

**B. Equipment**

- The SUBAWARDEE must obtain prior written approval from CMPDD before purchasing or leasing any equipment with:
  - A useful life of more than one year, and
  - A per-unit acquisition cost of \$5,000 or more, including costs directly associated with preparing the equipment for its intended use.
- Equipment purchased with subaward funds must be used for authorized purposes and managed in accordance with **2 CFR 200.313**, including the following requirements:
  - Property records must include a description, serial or identification number, funding source, title holder, acquisition date, cost, location, condition, and ultimate disposition.
  - A physical inventory must be conducted at least once every two years and reconciled with property records.
  - Disposition of equipment must comply with State policies, and proceeds must be credited back to the subaward if applicable.

**XII. Procurement**

The **SUBAWARDEE** shall adhere to 2 CFR 200 procurement requirements and shall also comply with applicable State and **CMPDD** procurement policies and procedures. The **SUBAWARDEE'S** procurement system shall maximize full and open competition and shall avoid restrictive practices. The **SUBAWARDEE** shall provide a copy of its procurement policies to **CMPDD** upon request.

**XIII. Prohibitions and Assurances**

The **SUBAWARDEE** shall adhere to and comply with all applicable state and federal laws and policy requirements, including, but not limited to, laws “protecting the public welfare, the environment, and prohibiting discrimination”; i.e. Civil Rights Act of 1964; Clean Air and Clean Water Act; Drug-Free Workplace; Education Amendment of 1972 (Title IV); Endangered Species Act of 1973; Equal Employment Opportunity; U.S. Flag Air Carriers; Davis-Bacon Act; Copeland Anti-Kickback” Act; Energy Efficiency; Energy Policy and Conservation Act; Debarment and Suspension; Byrd Anti-Lobbying Amendment.

- A. Non-Employee Status of Trainees – Trainees in programs under this subaward are not considered to be Federal, State, or **CMPDD** employees.
- B. Employment Terms, Benefits, and Working Conditions – All program participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this subaward may be used for contributions on behalf of trainees to retirement systems or plans.
- C. Services to Veterans – The **SUBAWARDEE** certifies that it will provide priority of service for veterans seeking services under this subaward.

**XIV. Copyrights, Data, and Patent Rights**

- A. The **SUBAWARDEE** shall comply with 2 CFR 200 et al.
- B. Pursuant to Section 200.322, the **SUBAWARDEE** is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the
- C. Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Subawards, and Cooperative Agreements”.

**XV. Grievances, Complaints, and Disputes -** The **SUBAWARDEE** may either adopt its own grievance and complaint procedure, which must comply with the State of Mississippi requirements for grievance procedures or shall adopt and utilize **CMPDD'S** grievance and complaint procedures.

The **SUBAWARDEE** shall promptly notify **CMPDD** upon receiving any grievances or complaints filed against the **SUBAWARDEE** or its SUBAWARDEES regarding the MSWorks funded program. The **SUBAWARDEE** must ensure that all SUBAWARDEES have employee grievance procedures that address, at a minimum, the terms and conditions of employment. The **SUBAWARDEE** may in turn elect to allow its SUBAWARDEES to utilize either the **SUBAWARDEE'S** or **CMPDD'S** grievance and complaint procedures.

**XVI. Program Rules and Conditions**

- A. The **SUBAWARDEE** shall conduct all subaward activities at locations known to and approved in advance by **CMPDD**. Location changes shall require prior written consent by **CMPDD**.
- B. All programs, training, and subsidized worksites shall observe health and safety standards as established and required by State laws and regulations.
- C. Training and subsidized worksites must provide program participants with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each participant's training area.
- D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.
- E. The **SUBAWARDEE** shall provide orientation, during which participants shall be informed of program requirements and objectives.

**XVII. Publicity and Public Announcements**

- A. No funds provided under this subaward shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support or defeat legislation pending before the U. S. Congress or the State of Mississippi. No subaward funds may be used to influence federal or state legislation or appropriations.
- B. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this subaward, the **SUBAWARDEE** shall clearly state that the program is financed with State (AccelerateMS) funds. The **SUBAWARDEE** will acknowledge **SCMW** as a funding source in any press releases, public statements, or any other documents related to the MSWorks funded operations.

**XVIII. Conflict of Interest**

- A. Every reasonable course of action will be taken by the **SUBAWARDEE** to maintain the integrity of subaward expenditures and to avoid any favoritism or illegal conduct. This subaward will be administered impartially, free from improper personal, financial, or political gain.
- B. The **SUBAWARDEE** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBAWARDEE'S** staff and shall ensure that no one in a decision-making capacity shall have an improper conflict of interest.

**XIX. Subawards**

- A. Subaward work shall not be sub-awarded, assigned, or delegated without **CMPDD'S** written consent. Subawards, if approved, shall contain applicable subaward requirements. The **SUBAWARDEE** shall be responsible for **SUBAWARDEE** compliance and shall ensure that the **SUBAWARDEE** spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered by **CMPDD** policies and procedures.

- B. In compliance with Executive Orders 12876, 12900, 12928, and 13021, the **SUBAWARDEE** is strongly encouraged to provide subaward opportunities to Historically Black Colleges and Universities, Hispanic Serving Institutions, and Tribal Colleges and Universities.

**XX. Waivers and Severability**

- A. A failure by **CMPDD** to exercise its subaward rights shall not constitute a waiver of any subaward right.
- B. If any part of this subaward is declared invalid by a court, the remaining parts shall remain in full force and effect.

**XXI. Resolution of Conflicting Provisions**

If any provision of this subaward conflicts with State law, the conflict will be resolved by giving precedence in the following order:

- A. State of Mississippi laws, rules, and directives
- B. This subaward and its modifications; and
- C. The **CMPDD** plan and its modifications

**XXII. Independent Capacity of SUBAWARDEE**

The parties declare that the **SUBAWARDEE** and any agents and employees of the **SUBAWARDEE**, are acting independently and are not officers, employees, or agents of **CMPDD**.

**XXIII. Jurisdiction**

This subaward shall be construed and interpreted by the laws of the State of Mississippi.

- XXIV. Policy Regarding Bidding or Submission of Proposals** - The **SUBAWARDEE** agrees that it will not engage in any activity, directly or indirectly (whether as a partner; individual; joint venture; agent for a person, entity, officer, director, shareholder, or employee of the firm or other corporation) that would provide monetary gain and produce a conflict of interest or appearance of a conflict of interest with the responsibilities of this subaward. This provision shall further restrict the solicitation of work, projects, and other activities within the workforce development area's seventeen county area to compete directly with the Planning and Development District whether there is a specific monetary gain identified or not. For this agreement, competition is normally defined as directly bidding or submitting a proposal for a specific project, job, or work assignment where this Agency is also seeking to be selected to perform the same work. This clause shall be in effect for the duration of this subaward and a one (1) year period from the date the subaward is terminated.

## Statement of Work: General Award Criteria

### A. Principal Contacts

VWCIF Programmatic Contact	City of Vicksburg Financial Contact
<b>Dr. Jim Holland</b> Director MS Center for Innovation and Technology 1622 Washington St. Vicksburg, MS 39180 Email: <a href="mailto:jhollandhome@bellsouth.net">jhollandhome@bellsouth.net</a> Phone: (601) 631-4478	<b>Nicole Grafton</b> Accounting Specialist City of Vicksburg 1401 Walnut St. Vicksburg, MS 39181 Email: <a href="mailto:ngrafton@vicksburg.org">ngrafton@vicksburg.org</a> Phone: (601) 634-4551
CMPDD Programmatic Contact	CMPDD Financial Contact
<b>Michael Curran</b> Workforce Systems Coordinator 1020 Centre Pointe Blvd. Pearl, MS 39208 Email: <a href="mailto:mcurran@cmpdd.org">mcurran@cmpdd.org</a> Phone: 601-981-1511	<b>Sonya Banes</b> Accountant 1020 Centre Pointe Blvd. Pearl, MS 39208 Email: <a href="mailto:sbanes@cmpdd.org">sbanes@cmpdd.org</a> Phone: 601-981-1511

### B. Duration

The activities funded under this subaward shall be conducted during the period beginning **May 1, 2025** and ending **June 30, 2026**. All activities must be completed within this specified time frame unless an extension is granted in writing by CMPDD.

### C. Project Scope

The Vicksburg and Warren County Industrial Foundation and its subsidiary, MCITY, shall be the programmatic operators of this project. The project scope consists of two pathways for workforce development: online and in-class/in-person course delivery. The purpose of this project is to provide a workforce ready group to meet the needs in the Mississippi cybersecurity job market.

This project will not cover advanced cybersecurity research and development activities, graduate-level education, or the establishment of new testing centers. The focus will be on training and certifying entry-level to mid-level cybersecurity professionals.

### D. Target Group

The target population is unemployed and underemployed Individuals: People who are currently without work or working in low-wage or part-time jobs, seeking to improve their skills and secure higher-paying, stable employment in a high-demand field. This

includes recent high school graduates and veterans who are interested in a career in cybersecurity.

#### **E. Management Plan**

The MS Center for Innovation and Technology (MCITY), a subsidiary of the Vicksburg and Warren County Industrial Foundation, will partner with Rust College and its community partners to facilitate an intensive and rapid training program to grow a local cybersecurity workforce.

##### **Key Responsibilities:**

- **Workforce Development Requirements:** Provide requirements for the program as needed by the technical industry of the Vicksburg area. MCITY will approve final curriculum, instructors, and industry subject matter experts as proposed by Rust College.
- **Program Coordination:** MCITY will ensure effective program coordination is maintained among all partners.
- **Hosting Location:** Provide a location to host the program sessions at MCITY.
- **Advisory Board:** Manage the Academy Advisory Board of the program by selecting advisors and coordinating necessary activities.
- **Industry Mentors:** Solicit industry mentors from their industry partners to coach and mentor program participants about the industry, interviews, and jobs. The purpose of this effort is to introduce the industry to the program participants.
- **Recruitment:** MCITY will provide information about the program on its website, to its community partners, and community.
- **Admission:** In coordination with Rust College, MCITY will participate in the program applicant review/selection process.

Rust College will deliver the educational aspects of the workforce development program. In coordination with the MCITY liaison, timelines, budgets, and resources will be managed to ensure project delivery.

##### **Key Responsibilities:**

- **Curriculum Lead:** Oversees curriculum development and ensures alignment with industry standards and academic requirements.
- **Partnership Coordinator:** Manages collaboration with external partners, including communication and decision-making processing.
- **Student Services Coordinator:** Handles student recruitment, admissions, and support, ensuring students have access to necessary resources.
- **Risk Manager:** Identifies potential risks and develops strategies for mitigation.
- **Project Financial Management:** Rust College will distribute Cisco funds and oversee financial management of those funds from a project funding prospective.
- **Resource Manager:** Manages the allocation of resources including staff, budget, and facilities.

- Curriculum Lead: Oversees curriculum development and ensures alignment with industry standards and academic requirements.
- Partnership Coordinator: Manages collaboration with external partners, including communication and decision-making processing.
- Student Services Coordinator: Handles student recruitment, admissions, and support, ensuring students have access to necessary resources.
- Risk Manager: Identifies potential risks and develops strategies for mitigation.
- Project Financial Management: Rust College will distribute Cisco funds and oversee financial management of those funds from a project funding prospective.
- Resource Manager: Manages the allocation of resources including staff, budget, and facilities.
- Monitoring and Evaluation (M&E) Officer: Oversees the monitoring and evaluation of project progress and outcomes.
- Center for Security Office: Will be the Rust College Vicksburg offices for its Center for Security at MCITY.

The Cisco Social Impact and Inclusion Office will function as the community partner of Rust College in this effort to increase the skills of Mississippians to meet its cybersecurity workforce needs.

Key Responsibilities:

- Project Funding Support: The Cisco Social Impact and Inclusion Office will provide workforce development support stipends for participants in both the in-person and online programs.
- Personnel Support: Cisco Social Impact and Inclusion Office will provide the funding necessary to support a full-time faculty position for the in-person component of the workforce development program.

Cisco Network Academy: Cisco will function as the community partner of Rust College in this effort to increase the skills of Mississippians to meet its cybersecurity workforce needs.

Key Responsibilities:

- Industry Engagement: Cisco will identify and engage relevant industry partners, facilitating contributions such as mentorship, guest lectures, internships, and other support.
- Curriculum Input: They will offer insights on course content, certifications, and practical skills that are critical in the cybersecurity field, ensuring the curriculum is up-to-date and relevant.
- Technical Support: Cisco will supply essential technical resources, software, and online learning platforms, to enhance the quality of training and education.



- Access to Tools: They may provide access to proprietary tools or platforms commonly used in the industry, giving students hands-on experience with cutting-edge technologies.
- Educational Workshops: Cisco may also facilitate workshops, seminars, or certification programs, allowing students to deepen their knowledge of specific cybersecurity topics.

MCITY will coordinate with its partners, Rust College and Cisco Systems, through the establishment of clear communication and decision-making processes. Rust College's Partnership Coordinator will act in conjunction with MCITY's liaison and jointly be responsible for scheduling regularly scheduled meetings to review project progress where partners can provide strategic advice. Together, they will also manage communication channels and oversee joint decision making.

Deliverables:

- Recruitment of qualified participants
- Track participant outcomes (exam pass/fail, certification retakes, program completion, and employment after completion)
- Delivery of course materials and instruction that align with federal standards

## F. Monitoring

The **SUBAWARDEE** acknowledges that monitoring is an essential component of ensuring compliance and performance under this subaward. To this end:

- **Programmatic Monitoring:** CMPDD will conduct quarterly programmatic monitoring reviews to assess the SUBAWARDEE's compliance with subaward terms, and established policies.
- **Fiscal Monitoring:** Fiscal activities will be monitored annually to ensure proper financial management and accountability.

The **SUBAWARDEE** agrees to cooperate fully with CMPDD monitoring efforts by providing access to files, documentation, and any other materials requested in a timely manner.

## G. Reporting

The SUBAWARDEE shall submit programmatic reports no later than the **10th calendar day at the end of each quarter**. Reports must be completed using the template provided by South Central Mississippi Works (SCMW) and must include all required information to ensure accurate and timely reporting.

All program participants must be registered in the MSWorks participant tracking system.

**Budget**

<b>Description</b>	<b>Amount</b>
Salary	\$94,979
Trainee Stipends	\$96,000
CompTIA Curriculum	\$62,280
Certification Fees	\$21,600
<b>TOTAL BUDGET</b>	<b>\$274,859</b>

**Budget Narrative**Salary

Personnel		Salary
Lead In-Class Instructor	Cyber Academy	\$45,000.00
On-Line Instructor 1	Cyber Academy	\$10,000.00
On-Line Instructor 2	Cyber Academy	\$10,000.00
On-Line Instructor 3	Cyber Academy	\$10,000.00
Dr. Shelly Hollis	Oversight Committee, Mississippi State University	\$5,279.00
Dr. Reed Mosher	Oversight Committee, ISER	\$7,500.00
Dr. Jeff Holland	Director, MCITY	\$7,200.00
	Subtotal Salaries	\$94,979.00

Trainee Stipends

Each of the 12 in-class students will receive a monthly stipend of \$2,000 for a period of 4 months. Stipends for the 12 online students will be provided directly by Cisco and are not included in the cost of this contract.

In-Class Participants	Months	Stipend per month	Subtotal
12	4	\$2,000	\$96,000

CompTIA Curriculum

CompTIA curriculum for Security+, Network+, and Cloud+ - for each of 24 trainees: electronic subscriptions for book and course materials, access to Blackboard learning management system (for provision of homework and classroom testing materials), Office 365 licenses, and student information system (e.g., email, grading and course documentation).

Participants	Cost/Participant per Course	Courses	Subtotal
24	\$865	3	\$62,280

Certification Fees

3 CompTIA exam certifications (Security+, Network+, Cloud+) for 24 participants.

Participants	Certification Cost	Courses	Subtotal
24	\$300	3	21,600

### Audit Plan

Subawardee:	MCITY
Type of Agency:	<input checked="" type="checkbox"/> Governmental <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit
Cognizant Agency:	N/A (State Funded through AccelerateMS)
Subawardee Number:	25-101
Duration:	For completion of Audits covering the dates of Subaward
Projected Date for completion of current Audit:	August 2026
Projected Date for CMPDD/SCMW's receipt of Audit Report:	September 2026