

**MASTER GRANT ADMINISTRATION AGREEMENT  
BETWEEN  
DIRECTOR OF MISSISSIPPI CENTER FOR INNOVATION AND TECHNOLOGY  
("MCITY"), GRANT ADMINISTRATOR AND  
CITY OF VICKSBURG, MISSISSIPPI, ("CITY")**

This Agreement is between Dr. Jeff Holland, Director of Mississippi Center for Innovation and Technology (hereinafter "MCITY") 1622 Washington Street, Vicksburg, Mississippi 39180, and the City of Vicksburg, Mississippi (hereafter "City"), 1415 Walnut Street, Vicksburg, Mississippi 39183, together referred to herein as "Parties".

WHEREAS, the City is the Subawardee of a grant funded by ACCELERATE MS to field a cybersecurity training project (hereinafter "project") for the State of Mississippi which will train 94 people over a three (3) year period; and

WHEREAS, the City has been awarded the grant to fund the project for the implementation of the cybersecurity training project and has entered into a grant agreement which incorporates the terms and conditions of the agreement, incorporates workplans that detail the grant activities and provide for the allocation of funds awarded under the grant; and

WHEREAS, pursuant to the Subawardee Grant Agreement, MCITY is authorized as the programmatic operator of this project with the project scope consisting of an online and in-class/in-person course delivery as pathways for workforce development, and that MCITY has forged a partnership with Rust College, a Historically Black College and University in Holly Springs, MS, and its primary partner Cisco Systems to facilitate an intensive and rapid training program to grow the local cybersecurity workforce; and

WHEREAS, the City as the Subawardee is qualified and willing to carry-out and implement the grant activities identified in the grant workplans that are incorporated in the grant agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

**1. PURPOSE**

The purpose of this Agreement is to clarify roles and responsibilities of the Parties in delivering certain activities that are specified in the approved grant workplans of the Subawardee Grant Agreement entered between the City and Central Mississippi Planning and Development District, Inc. for the implementation of the cybersecurity training project.

**2. TERM**

- a) This Agreement shall be effective upon the date of the last required signature, whichever is later, unless otherwise agreed upon by both parties.

- b) The Term of this Agreement shall be from the Effective Date, notwithstanding the dates of the signatures of the parties, and shall continue until this Agreement is terminated as provided in this Agreement.
- c) The provisions set forth in PROJECT ASSURANCES; INDEMNITY; DATA PRACTICES MANAGEMENT shall survive any termination of this Agreement.

### 3. SERVICES

- a) MCITY shall perform the duties and responsibilities required as set forth in this Agreement.
- b) The City shall deliver and carry-out those activities set forth in the Subawardee Agreement signed by its respective authorized person and the respective authorized person of the Central Mississippi Planning and Development District, Inc. (hereinafter “CMPDD”).

### 4. THE CITY’S RESPONSIBILITIES

In addition to the other obligations imposed by this Agreement, the City shall comply with the following with respect to the use of the Grant Funds and construction or implementation of the Project.

- a) Use of Grant Funds. City acknowledges that it bears sole responsibility for the successful implementation of grant activities, including compliance with all applicable laws and procurement policies.
- b) Oversight. The City shall ensure the project is designed and overseen by persons with credentials and using specifications as specified in funding source policy, and the plans.
- c) Reporting. The City shall maintain records of funds received and expended. The City will cooperate and work diligently with MCITY to ensure that the programmatic progress reports and monthly financial reports are timely and accurately submitted to CMPDD to comply with the Agreement.
- d) Accounting and Record Keeping. The City will keep financial records, including properly executed contracts, invoices, and other documents, sufficient to evidence in proper detail the nature and propriety of the expenditures for all expenditures of Grant Funds made pursuant to this Agreement. Accounting methods will be in accordance with generally accepted accounting principles. Records will be kept for a period of time to satisfy all state retention requirements.
- e) Legal Compliance. The City shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances related to its performance under this Agreement and in constructing or implementing the Project.

## **5. MCITY'S RESPONSIBILITIES**

MCity will perform the following responsibilities:

- a) Serve as the programmatic operator of the project by ensuring that effective program coordination is maintained among all partners.
- b) Partner with Rust College and Cisco to facilitate an intensive and rapid training program to grow a local cybersecurity workforce.
- c) Provide requirements for the workforce development program as needed by the technical industry of the Vicksburg area, approve final curriculum, instructors and industry subject matter experts as proposed by Rust College.
- d) Provide a location to host the program sessions.
- e) Select Academy Advisory Board members for the program and coordinate necessary activities of the advisors.
- f) Solicit industry mentors from its industry partners to coach and mentor program participants about the industry, interview, and jobs.
- g) Provide information about the program on its website, to its community partners and community.
- h) Participate in the program applicant review/selection process.
- i) Coordinate with Rust College to deliver the educational aspects of the workforce development program.
- j) Ensure that timelines, budgets and resources are managed to ensure project delivery.
- k) Coordinate with its community partners, Rust College and Cisco Systems, through the establishment of clear communication and decision-making processes.

## **6. COMPENSATION**

- a) In consideration of the various obligations to be undertaken by MCITY pursuant to this Agreement, the City agrees to provide MCITY with funds in an amount not to exceed Two Hundred Seventy-Four Thousand Eight Hundred Fifty-Nine and 00/100 Dollars (\$274,859) based on terms and conditions as described in this Agreement. MCITY shall accept and use the Grant funds only for costs incurred in carrying out its responsibilities as described in, and pursuant to the budget of the project and for eligible expenses only. The Grant is subject to the availability of funds for such purpose, as determined by the City in its sole discretion, and to MCITY's compliance with this Agreement.

b) Disbursement of Grant Funds. The City will disburse Grant funds subject to the following: (1) formal execution of this Agreement; (2) successful completion of the established deliverables (products and services with affixed dates of delivery) of the program as provided by MCITY; (3) receipt of approved reimbursements submitted to CMPDD by the City for properly documented requests from MCITY for eligible program expenses. The City reserves the right not to disburse all or any portion of the Grant if in the City's sole discretion MCITY is in default under this Agreement.

c) No payment or reimbursement will be made for work completed outside the dates of the funding source grant agreement or this Master Grant Administration Agreement.

d) City shall not be liable to MCITY for costs incurred that are not paid by the funding source identified in the respective grant workplan. Additionally, MCITY shall repay to the City any moneys received for costs that the City or grant funding entity determines as disallowed or not expended during the term of this Agreement.

e) The following project data and forms must accompany each invoice, in order to be eligible for payment:

- i Project name, type, and location;
- ii Plan goals addressed;
- iii Reimbursable costs;
- iv Grant matching funds and/or values (match hours x rate)
- v Staff hours, rates, and billable rate sheets;
- vi Project plans, final products (reports, etc.), cost share contracts, invoices with date of work completed, receipts, and vouchers.
- vii Required project maintenance period and plan.

## **7. SERVICES NOT PROVIDED FOR**

No claim for services furnished by MCITY not specifically provided for herein shall be honored by the City.

## **8. INDEPENDENT CONTRACTOR**

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the City and MCITY is that of an independent contractor and MCITY employees, agents, and representatives are not an employee or agent of the City.

## **9. COMPLIANCE WITH LAWS AND GRANT POLICY**

City and MCITY shall comply with all applicable federal and state statutes and regulations, local ordinances, the funding source policies, and grant administration requirements of federal, state or other entity that awarded the grant. Any violation of the same shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the MCITY.

## **10. PUBLICITY AND ENDORSEMENT**

- i. Any publicity regarding activities, including but not limited to issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by the subaward, must clearly state that the program is financed with the State ACCELERATE MS funds. Southcentral Mississippi Works must be acknowledged as a funding source in any press releases, public statements or any other documents related to the operations

## **11. PROJECT ASSURANCES**

- a) The City shall be responsible to ensure any constructed projects are designed and overseen by persons with credentials and using specifications as specified in funding source policy, grant agreement and other related documents, as appropriate.

## **12. LIABILITY**

- a) No Parties will be liable for any violation of any provision of applicable laws or the terms of this Agreement indirectly or directly arising out of, resulting from, or in any manner attributable to, actions of any other Party or its employees, contractors, and agents. The Parties do not intend to waive any immunities, defenses or limitations of liability available to the Parties at law or in equity and the Parties expressly agree that the terms of this Agreement shall not be construed to constitute any such waiver. The requirements of this section shall survive the termination or expiration of this agreement.

## **13. AFFIRMATIVE ACTION**

No person shall be excluded from employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

## **14. FORCE MAJEURE**

Neither party shall be held responsible for delay or failure to perform caused by fire, flood, epidemic, strikes, riot, acts of God, unusually severe weather, terrorism, war, acts of public authorities or delays or defaults caused by public carriers which was beyond a party's reasonable control, provided the defaulting party gives notice as soon as possible to the other party of the inability to perform.

## **15. TERMINATION**

- a) This agreement may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person. Notice shall be delivered at the address first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing.

- b) Upon termination by MCITY, the City shall only be entitled to pay for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.
- c) This agreement may be terminated effective immediately upon written notice if funding at an aggregate level sufficient to fund this agreement becomes unavailable.

**16. DEFAULT AND REMEDY**

Failure by any Party to abide by any of the terms, conditions, or requirements expressed in this agreement shall constitute a default if not properly corrected by the breaching Party upon receipt of a notice of deficiency and a request for compliance from the non-breaching Party. In the event of a default, the nonbreaching Party may cancel this agreement by sending a written notice of cancellation to the breaching at the address stated above.

**17. INTERPRETATION, JURISDICTION AND VENUE**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Mississippi. Both parties hereby consent and submit to the jurisdiction of the appropriate courts of Mississippi or of the United States having jurisdiction in Mississippi for adjudication of any suit or cause of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

**18. SEVERABILITY**

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

**19. WAIVER**

The failure of the Parties to enforce one or more of the terms or conditions of the agreement or to exercise any of its rights or privileges, or the waiver by either party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

**20. MODIFICATIONS**

Any material alterations, modifications or variations of the terms of this agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

**21. ENTIRE AGREEMENT**

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and executed by the parties and that this agreement supersedes all oral agreements and

negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this agreement is the only and complete agreement regarding the subject hereof.

**22. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

**23. NOTICE**

Notice is to be given in writing and either sent by mail, email or delivered in person.

For City will be directed to:

Mayor Willis Thompson  
City of Vicksburg, Mississippi  
1401 Walnut Street  
Vicksburg, Mississippi 39183  
mayor@vicksburg.org  
(601)-631-3718

For MCITY will be directed to:

Dr. Jeff Holland, Director  
MCITY  
1622 Washington Street  
Vicksburg, MS 39180  
(601)-631-4478

When notice is served by mail, it is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

(Signatures on Next Page)

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands.

*Approved and accepted for:*

CITY OF VICKSBURG, MISSISSIPPI

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WILLIS THOMPSON, MAYOR

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

*Approved and accepted for:*

MISSISSIPPI CENTER FOR INNOVATION AND TECHNOLOGY

*Jeffery P. Holland*

Date: 09/25/2025

DR. JEFF HOLLAND, DIRECTOR



## **Addendum to City of Vicksburg/MCITY Agreement**

### **On Cybersecurity Training**

**09/26/2025**

#### **Deliverables for Grant Period 10/01/2025 – 06/30/2026**

- 10/15/25 - Recruit minimum of 12 trainees who are accepted into project for online training.
- 11/03/25 – Initiate first online training class with 12 trainees.
- 12/15/25 – Recruit minimum of 12 trainees who are accepted into project for in-class training.
- 02/03/26 – Initiate first in-class training class with 12 trainees.
- 04/30/26 – Complete certification testing for online trainees
- 05/04/26 – Mid-term report on grant activities
- 05/04/26 – Begin internships with employers for all online trainees who successfully passed all certifications (3) and completed the coursework
- 05/08/26 – Complete certification testing for in-class trainees
- 05/11/26 - Begin internships with employers for all in-class trainees who successfully passed all certifications (3) and completed the coursework
- 06/26/26 – All internships completed and final employer assessments of performance received. Placement of all successful trainees in permanent positions commences.
- 06/30/26 – Final report on grant activities

NOTE: Additionally, monthly progress reports will be provided on financial and programmatic status per City-MCITY agreement.