

**Mississippi Major Economic Impact Authority
Grant Agreement**

Grant Number: ML-974

This Grant Agreement (“Agreement”) is made and entered into on this the __ day of December, 2025, by and between the Mississippi Major Economic Impact Authority (the Authority) and the City of Vicksburg, Mississippi (the Public Agency), pursuant to Section 57-75-5(f)(ii), Mississippi Code of 1972, as amended, is authorized to use funds set out in Section 57-75-15(3)(b), Mississippi Code of 1972, as amended.

1. General Terms and Conditions

The Public Agency is awarded a grant in the amount set forth in Item 3 of Annex A of this agreement. The Public Agency will administer this grant in accordance with the project description stated in Item 2 of Annex A, approved budget and all approved revisions and modifications to these documents.

The Public Agency must adhere to all applicable rules and regulations set forth by the Authority and any new notice or guidance that may be issued by Authority. Public Agency represents that it has all necessary power and Authority to enter into and perform its duties under this Grant and that this Grant constitutes a legal, binding and valid obligation of Public Agency.

2. Scope of Work

Public Agency agrees to use grant funds only for the tasks listed in the project description stated in Item 2 of Annex A. The design of and plans for the Project shall be subject to the approval of the Authority.

No other activities will be paid by the Authority unless a formal modification to the Project has been approved in writing by the Authority.

Public Agency will begin implementation of the aforementioned activities within 30 days of the date of contract execution. Public Agency will submit quarterly progress reports to Authority. Future payments will be held until Public Agency has submitted the reports in a timely fashion.

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3. Budget

- A. Grant Amount: The Authority will provide a grant up to \$314,000, to be used solely for direct expenses related to the activities outlined in the project application and in the approved Budget Summary. The approved budget will be the governing budget document for this Grant. Authority will not pay for expenses not listed in the approved budget unless a formal budget modification has been approved in writing prior to expenditure of those funds. Any transfer of funds between categories must be approved in writing at least 30 days prior to the actual transfer of funds.
- B. Method of Payment: A condition to all disbursements with respect to the Project shall be the approval of the Authority by its Executive Director or designee. As costs are incurred, Public Agency may submit a Request for Payment with documentation validating those costs and approved by the engineer, as applicable. Each requisition must certify that the amount requested is the actual amount due at the current time, is currently unpaid or unreimbursed, is for a product or service which has heretofore been delivered or performed, and that all statutory requirements in connection with the acquisition of the product or service have been met.
- C. Public Agency Match: The Public Agency will contribute at least \$71,000 to the Project. In the event the costs of the Project exceed funds budgeted therefor, such additional financing shall be borne by the Public Agency.

4. Project Period

- A. The Grant will commence upon signature execution of this Agreement by Authority and Public Agency. The Project Period for this Grant will conclude on or before December 31, 2027.
- B. Public Agency will be required to submit close-out reports at Authority's direction. The Project Period will conclude upon Authority's determination that requirements have been satisfied completely.

5. Allowable Cost

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

- A. Reasonable and necessary in order to complete the project;
- B. Made in conformance with the Scope of Work, the Project Budget, and all other provisions in this Grant Agreement;
- C. Incurred for work performed during the project period;
- D. Submitted by Public Agency and approved by the engineer;
- E. Supported by documentation acceptable to Authority; and

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- F. The net cost incurred by the Public Agency (this is the cost minus any rebates, refunds, or other items of value).

6. Project Changes

Any change or modification to this Agreement must be in writing and agreed to by both parties. Any unauthorized change or modification by the Public Agency shall be considered invalid, and the Authority reserves the right not to make payment for any expenses or costs associated with such an unauthorized change or modification.

7. Termination of Grant

A. Termination for Convenience of MMEIA:

MMEIA may terminate this Grant for the convenience of MMEIA by giving the Public Agency a thirty (30) day written notice of termination, specifying the effective date thereof. As directed by MMEIA, Public Agency shall, with respect to MMEIA funds, (a) place no further purchase orders or subcontracts, (b) cancel or terminate all current purchase orders or subcontracts; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts.

B. Termination for Cause:

1. If, for any cause, except for force majeure, Public Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Public Agency shall violate any of the terms of this Agreement, MMEIA shall thereupon have the right to terminate this Grant by giving a written notice of termination to Public Agency specifying the effective date thereof. As directed by MMEIA, Public Agency shall (a) place no further purchase orders or subcontracts, (b) cancel or terminate all current purchase orders or subcontracts; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts.
2. If Public Agency is unable or unwilling to comply with any elements of this Grant Agreement or additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MMEIA under this Grant, Public Agency shall have the right to terminate this Grant by giving written notice to MMEIA specifying the reason for noncompliance and signifying the effective date thereof. Public Agency shall (a) place no further purchase orders or subcontracts, (b) cancel or terminate all current purchase orders or subcontracts; and (c) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts.

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8. Compliance With Federal, State, And Local Laws

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

9. Reports And Inspections

Public Agency shall make program status reports and other reports as requested by Authority or its representatives, and will arrange for on-site inspections by Authority and/or its representatives upon request. Failure to submit required reports at the times specified may, at the option of Authority, require Termination for Cause in accordance with 8 Section B above.

10. Audit Procedures

- A. Financial Audits: Public Agency shall maintain adequate internal financial controls and conduct an audit of its financials on a periodic basis, as required by applicable law. Public Agency will provide MMEIA with a copy of the results of those audits when available.
- B. Accounting Records: Public Agency shall retain financial records, work reports and any other records that may be needed for purposes of audit for a minimum period of three (3) years after final close-out is made under this Agreement, or for any longer amount of time required by law and/or otherwise. If an audit or other action involving the records is initiated before the end of said period, the records must be retained until all issues arising from said action are resolved, or until end of said period, whichever is later.
- C. Access to Records: MMEIA, any state agency authorized to audit MMEIA, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Public Agency which are pertinent to this Grant, for the purpose of audit, examination, excerpts, and transcriptions.
- D. Site Visits: Authority authorized representatives and the Office of the State Auditor have the right to make site visits at any time to review project files, project accomplishments and management control systems and to provide technical assistance, if required.

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11. E-Verify System for New Hires

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

12. Conflict of Interest

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

14. Miscellaneous

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Mississippi, with exclusive venue for any suit to lie in the State courts in Hinds County, Mississippi.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.

This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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WITNESS THE SIGNATURES OF THE PARTIES, this the _____ day of December, 2025.

CITY OF VICKSBURG

Willis T. Thompson
Mayor

December 10, 2025

Date

MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY

William V. Cork
Executive Director

Date

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Annex A

- Item 1 A-** Name of Public Agency: City of Vicksburg
- Item 1 B-** Military Installation: Army Corp of Engineers – Engineer Research and Development Center
- Item 2** Description of Project: The grant will assist with a study related to the water resiliency needs in support of the operations at the Army Corp of Engineers – Engineer Research and Development Center.
- Item 3** Grant Amount: \$314,000.00
- Item 4** Grant Terms and Conditions:
Funds will be disbursed on a reimbursable or services rendered basis.
All funds must be disbursed by December 31, 2027.
- Item 5** Address Notice:
- Mississippi Major Economic Impact Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Business Incentives
- City of Vicksburg
Office of the Mayor
Post Office Box 150
1401 Walnut Street
Vicksburg, Mississippi 39180

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Budget Summary

Project Cost	MMEIA Funds	Public Agency Match	Total
General Administration		\$27,000	\$27,000
Application Preparation		\$2,500	\$2,500
Engineering	\$255,000		\$255,000
Property Acquisition	\$59,000	\$41,000	\$100,000
Total	\$314,000	\$71,000	\$385,000