Mississippi Small Municipalities and Limited Population Counties Grant Program

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between the City of Diamondhead, Mississippi, acting through its duly authorized governing authority ("Municipality") and the Southern Mississippi Planning and Development District (SMPDD) ("Administrator"). The ("Municipality") and SMPDD may collectively be referred to as the "Parties."

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which SMPDD shall assist the City of Diamondhead with the preparation, administration, implementation, reporting, and closeout of a Small Municipality and Limited Population Counties Grant administered by the Mississippi Development Authority (MDA).

2. GRANT APPLICATION AND AWARD

SMPDD shall assist the City of Diamondhead in preparing and submitting the SMLPC grant application and supporting documentation in accordance with the applicable application requirements, deadlines, and procedures established by MDA.

The City of Diamondhead shall provide timely and accurate information, governing-authority approvals, certifications, financial information, project documentation, and other materials necessary to complete the application.

The Parties acknowledge that submission of an application does not guarantee a grant award. If the Municipality receives an award, the project shall be administered in accordance with the executed MDA grant agreement, the applicable SMLPC Guidelines and Implementation Manual, and any subsequent written requirements issued by MDA that apply to the award.

This Agreement does not authorize project expenditures or construction activities before the applicable MDA requirements for commencement have been satisfied.

3. ADMINISTRATIVE SERVICES

Upon award of the grant and authorization to proceed, SMPDD shall provide the following administrative services, as applicable to the approved project:

1. **Grant Administration and Compliance:** Assist the Municipality in administering the project in accordance with the executed MDA grant agreement, applicable SMLPC guidelines, and applicable federal, state, and local requirements.

2. **Procurement:** Review procurement documents and procedures, including advertisements, invitations for bids, requests for qualifications, requests for proposals, bid tabulations, contracts, and supporting documentation. Assist the Municipality in complying with applicable Mississippi procurement laws, including Chapter 7 of Title 31 of the Mississippi Code, and applicable Department of Finance and Administration requirements.

3. **Professional Services and Bid Activities:** Participate, as needed, in the selection of engineers and other professional service providers, bid openings, and related procurement activities.

4. **Eligible Activities and Costs:** Assist the Municipality in reviewing proposed activities and expenditures to determine whether they are consistent with the approved project scope, budget, and applicable grant requirements. Notify the Municipality of identified concerns regarding potentially ineligible costs or activities.

5. **Construction Coordination:** Attend construction conferences and construction progress meetings, as needed, and assist in maintaining documentation of project progress, schedule changes, and compliance matters.

6. **Reimbursement Requests:** Prepare and assist in submitting project-specific Requests for Cash and supporting documentation using the forms, procedures, and submission methods prescribed by MDA. Review available invoices, payment applications, certifications, and supporting records for consistency with the approved project and budget.

7. **Progress Reporting:** Prepare and assist in submitting quarterly project status reports and any additional reports required by MDA or the executed grant agreement. Reports shall address project progress, milestones, delays, identified issues, and corrective actions, as applicable.

9. **Project Records:** Maintain or assist in maintaining complete and organized grant administration records, including procurement records, contracts, invoices, reimbursement requests, financial documentation, progress reports, correspondence, monitoring responses, and closeout materials.

10. **Monitoring and Audits:** Assist the Municipality in responding to monitoring visits, audits, requests for information, and findings issued by MDA, the Mississippi State Auditor, or other authorized oversight agencies.

11. **Grant Closeout:** Assist in preparing the required closeout package, final reports, Certificate of Completion, financial documentation, and other materials required by MDA.

12. **Additional Services:** Perform other reasonable grant administration services related to the approved project, as mutually agreed upon in writing by the Parties.

SMPDD's services are administrative in nature and do not replace the duties of the Municipality its governing authority, project engineer, architect, contractor, or other responsible professional.

4. RESPONSIBILITIES OF THE Municipality

The Municipality shall:

1. Provide complete and accurate information and documentation necessary for grant application, implementation, reporting, reimbursement, and closeout.
2. Obtain all required governing-authority approvals, resolutions, authorizations, certifications, and signatures.
3. Retain responsibility for project ownership, procurement decisions, contract awards, execution of contracts, authorization of payments, and compliance obligations assigned to the Municipality by law or the MDA grant agreement.
4. Ensure that the project is implemented within the approved scope, budget, schedule, and eligible project category.
5. Provide the required local match, if applicable, to the approved application or award, and maintain documentation supporting eligible matching expenditures.
6. Ensure that grant funds are used solely for eligible costs authorized under the approved project and grant agreement.
7. Provide timely access to project sites, financial records, procurement records, contracts, invoices, and other documentation reasonably necessary for grant administration and monitoring.
8. Cooperate with SMPDD and MDA in addressing compliance issues, monitoring findings, audits, and corrective actions.
9. Maintain the required authorized signatory information and provide updates whenever authorized signatories change.
10. Review, approve and sign documents requiring action by the Municipality for submission.

The Municipality acknowledges that SMPDD's assistance does not transfer or eliminate the Municipality legal, financial, or contractual responsibilities under the grant award or applicable law.

5. PROFESSIONAL SERVICES FEE AND PAYMENT

In consideration for the grant writing, application preparation, submission and administrative services described in this Agreement, _____ ("Municipality/County") agrees to compensate SMPDD according to the following terms:

Administrative Fee if Awarded. If the ("Municipality/County") is awarded funding under the Small Municipalities and Limited Population Counties (SMLPC) Grant Program, the County/Municipality shall pay SMPDD a fixed administrative fee of Twenty-Five Hundred Dollars ($2,5000.00). Payment of this fee shall be due and payable upon project closeout.

Grant Writing Fee. The ("Municipality/County") shall pay SMPDD a fee of Two Thousand Five Hundred Dollars ($2,500.00) for grant writing, application preparation, and submission of the SMLPC Grant application to MDA. Payment shall be due within thirty (30) calendar days after submission to MDA.

All fees shall be paid from funds other than SMLPC grant funds and shall not be charged to, claimed against, or submitted to MDA for reimbursement from the SMLPC grant award.

The fee covers the grant writing, application preparation, submission, and administrative services described in Section 3.

Any additional services or compensation outside the scope of this Agreement must be approved in writing by both Parties before such services are performed.

6. GRANT FUNDS AND REIMBURSEMENT PROCEDURES

SMPDD shall assist the Municipality in preparing reimbursement requests using MDA-prescribed forms and procedures and shall assist in compiling the invoices, certifications, approvals, and supporting documentation required for submission.

The Municipality shall review and authorize reimbursement requests and shall retain responsibility for the accuracy of certifications and financial representations made on its behalf.

All SMLPC grant funds shall be handled in accordance with MDA requirements and shall flow through the Municipality as required by the program. SMPDD shall not independently authorize grant expenditures or represent that a cost is approved for reimbursement merely because it has been included in a reimbursement request.

The Parties shall ensure that project costs remain within the approved budget and that applicable matching-fund requirements are documented and satisfied.

The Municipality shall not use SMLPC funds to pay SMPDD's administrative fee or any other cost prohibited by the applicable grant guidelines.

The Municipality shall retain responsibility for final approval, authorized signatures, resolution of outstanding financial obligations, and compliance with MDA's closeout.

The Municipality retains its responsibilities as the applicant and grantee, including the obligations to provide accurate information, make authorized decisions, comply with applicable laws, and fulfill the conditions of the MDA grant agreement.

7. AUTHORIZATION AND EXECUTION

The undersigned representatives certify that they are duly authorized to execute this Agreement on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties have executed this Professional Services Agreement on the dates set forth below.

The City of Diamondhead

By: _____

Printed Name: _____

Title: _____

Date: _____

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

By: _____

Printed Name: Mr. Leonard Bentz, II

Title: Executive Director

Date: _____