

City of Diamondhead
RENEWAL: Contract for Professional Services for FY 2023

SCOPE OF WORK

Economic Development Support and Grant Procurement and Administration

Economic Development Support

- Attend City Council meetings or department meetings for reporting purposes and as requested.
- Liaison with state and federal partners on economic development efforts as requested. This may include travel by City officials for educational purposes related to economic development priorities.

Federal and State Financial Assistance – Grant Procurement and Administration

- Research grant opportunities as directed by the City.
- Prepare grant applications and submit to funding sources as directed by the City.
- Provide administrative services as prescribed by individual funding sources, from award acceptance through close-out. This may include preparing financial reports, contractor monitoring, etc. In the event administrative costs are allowable under a grant award, the City will only be responsible for costs that exceed what the grant covers.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. The Client will enter into a one-year contract (renewable) with SMPDD. SMPDD will provide these services on a time and materials basis using a fee of \$75.00 plus reimbursable costs incurred. The level of effort and completion schedule of each item of work will be as mutually agreed. SMPDD estimates the initial costs for the base items of this proposal to be on the order of \$6,000.00, with the additional items adding to the overall cost of the contract accordingly. SMPDD will not exceed the initial fee amount without prior written approval. Expenses under this contract may also include travel by City officials for educational and advocacy purposes related to the City's economic development priorities. Any application/administrative costs included/allowed in a grant budget will be paid to SMPDD outside of this contract. Any grant that does not allow for

application/administrative costs will be administered by SMPDD under the scope of work and fee of this contract. Invoices will be submitted monthly for charges incurred.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the _____ day of _____ 2023.

Jon McCraw, City Manager
City of Diamondhead, MS

Leonard Bentz, Executive Director
Southern Mississippi Planning & Development
District