

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

AND

CITY OF TUPELO

This Contract is made and entered into by and between Three Rivers Planning and Development District, hereinafter known as TRPDD, and the City of Tupelo for certain professional services as more fully hereinafter set forth.

City of Tupelo desires to engage TRPDD to render certain professional services in connection with grant writing and administration for the City of Tupelo, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The City of Tupelo engages TRPDD to provide such services as described in Appendix A entitled "Scope of Services", which is attached hereto.

II. PERIOD OF PERFORMANCE

TRPDD shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" for a period of one year from November _____, 2020. Furthermore, this contract is renewable at the City of Tupelo's option for an additional term of one year.

III. CONSIDERATION

The Consideration that shall be paid by the City of Tupelo to TRPDD for rendering of professional services, as set forth herein, shall be as follows:

The actual expenses of TRPDD for the services to be rendered in accordance with the budget attached hereto, but in no event to exceed Seventy-Three Thousand Eight Hundred Sixty-Six Dollars and 00/00 (\$73,866.00).

(** Travel costs, trainings, etc. not included)

IV. METHOD OF PAYMENT

The Consideration enumerated in section III of this Contract entitled "Consideration" shall be paid to TRPDD by the City of Tupelo in accordance with Appendix B provided TRPDD has satisfactorily provided the services so described in section I.

V. TERMINATION OF CONTRACT

This Contract shall terminate at a date one calendar year from the effective date of this contract, upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by the City of Tupelo as provided for in Section III entitled "Consideration".

VI. UNILATERAL TERMINATION

If, through any cause, either party shall fail to fulfill in timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by TRPDD under this Contract shall, at the option of the City of Tupelo become the City of Tupelo's property and TRPDD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. TRPDD shall have the right to reproduce any of such documents and other materials.

VII. CHANGES

Any changes in the scope of services of TRPDD to be performed hereunder, including any increase or decrease in the amount of TRPDD's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between TRPDD and the City of Tupelo shall be incorporated in written amendments to this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

TRPDD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. TRPDD shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin.

IX. PROFESSIONAL COMPETENCE

TRPDD certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services," of this Contract collectively possess adequate professional proficiency for performing the work required.

X. EFFECTIVE DATE

The effective date of this contract shall be November _____, 2020.

If any part of this Contract shall be adjudged invalid or void, then, and in that event only, that part of Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the _____ day of _____, 2020.

CITY OF TUPELO

Jason Shelton, Mayor

ATTEST:

THREE RIVERS PLANNING &
DEVELOPMENT DISTRICT

Vernon R. Kelley, III, Executive Director

ATTEST:

APPENDIX A

SCOPE OF SERVICES - TRPDD

I. Administration/Management Services

TRPDD shall provide services to include the following:

- Hiring and/or terminating a full-time employee to:
 - Attend city staff and department meetings to coordinate grant needs
 - Investigate and identify grant opportunities based on city needs
 - Prepare and coordinate grant proposals with city staff and administration
 - Monitor, evaluate, and report to city administration
 - Administer all components of grant paperwork in coordination with Mayor, Chief Operations Officer and Chief Financial Officer
 - Attend grant seminars and training programs
 - Promote and lobby grant proposals with appropriate agencies and foundations
- Providing said employee with fringe benefits, office space, and direction
- Coordinating said employee's duties with Mayor Jason Shelton, appointed City of Tupelo Coordinator for this project
- Providing overall grants program assistance

APPENDIX B

The City of Tupelo shall pay TRPDD not to exceed the sum of Seventy-Three Thousand Eight Hundred Sixty-Six Dollars and 00/00 (\$73,866.00) described in Appendix A, Scope of Services. TRPDD shall present invoices to the City of Tupelo for services on a quarterly basis (January 31, 2021; April 30, 2021; July 30, 2021 and October 31, 2021). Payments to TRPDD shall be forthcoming upon invoice presentation.

(** Travel costs, trainings, etc. not included)