

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF TUPELO, MISSISSIPPI

AND

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

This contract is made and entered into by and between **City of Tupelo, Mississippi**, hereinafter known as **Grantee**, and **Three Rivers Planning and Development District, Inc.**, hereinafter known as **District**, for certain professional services as more fully hereinafter set forth.

Grantee desires to engage the District to render certain professional services in connection with the **Appalachian Regional Commission Grant Project # 21890**, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The Grantee engages the District to provide such services as described in Appendices A and B entitled "Scope of Services", which are attached hereto.

II. PERIOD OF PERFORMANCE

The District shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" until the grant is officially closed out.

III. CONSIDERATION

The Consideration that shall be paid by Grantee to District for rendering of professional services, as set forth herein, shall be as follows:

A sum not to exceed (\$40,000) Forty Thousand Dollars payable only from the Mississippi Appalachian Regional Commission Grant funds approved for the Grantee.

IV. METHOD OF PAYMENT

The Consideration enumerated in Section III of this Contract entitled "Consideration" shall be paid to the District by the Grantee in accordance with Appendix C, provided District has satisfactorily provided the services so described in Section I.

V. TERMINATION OF CONTRACT

This Contract shall terminate upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by Grantee as provided for in Section III entitled "Consideration".

VI. UNILATERAL TERMINATION

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

Notwithstanding the above, the District shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of agreement by the District, and the Grantee may withhold payments to the District for the purpose of setoff until such time as the exact amount of damages due the Grantee from the District is determined.

VII. CHANGES

Any changes in the scope of services of the District to be performed hereunder, including any increase or decrease in the amount of the District'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 the Grantee and District, shall be incorporated in written amendments to this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The District 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. Such actions shall include but not be limited to the following: rates of pay, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training (including apprenticeship), and participation in recreational and educational activities. The District agrees to

post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The District will in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. The District shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the U.S. Department of Housing and Urban Development may require.
- C. The District agrees to comply with such rules, regulations, or guidelines as the U.S. Department of Housing and Urban Development may issue to implement these requirements.

IX. CONFIDENTIALITY

Any reports, information, data, etc. given to or prepared or assembled by the District under this contract shall not be made available to any individual or organization by the Grantee without the prior written approval of the District.

X. PROFESSIONAL COMPETENCE

The District 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.

XI. CONFLICT OF INTEREST

The District covenants that during the period to be covered by this Contract, the District shall have no interest directly or indirectly with respect to the Grantee that creates a conflict of interest. The District further covenants that in the performance of this Contract no person having such interest shall be employed. No member, officer, or employee of the District and no other public official who exercises any responsibilities or functions with respect to the Appalachian Regional Commission Grant or this Contract during the tenure of this contract for one year thereafter shall have any direct or indirect interest in this Contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.

XII. RETENTION OF RECORDS

For a period of three years after final payment under this Contract, the District shall make all work papers, records, and other evidence of audit available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or other authorized parties. All authorized parties who are entitled to accession to these records shall also be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.

XIII. RIGHT TO AUDIT

The District shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds. Any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the District until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

XIV. ACCESS TO PROJECT

The District agrees that any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the District is involved until the completion of all closeout procedures respecting this grant.

XV. ANTI-KICKBACK RULES

The District shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all other contracts or subcontracts covering work under this Contract to ensure compliance with such regulations.

XVI. COMPLIANCE WITH STATE AND LOCAL LAWS

The District agrees to comply with all applicable laws, ordinances, or codes of the State of Mississippi or the City of Tupelo in performing any of the work embraced by this contract.

XVII. EFFECTIVE DATE

The effective date of this contract shall be _____.

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

WITNESS OUR HANDS, this the _____ day of _____, 2025.

CITY OF TUPELO

Todd Jordan
Mayor

ATTEST:

City Clerk

THREE RIVERS PLANNING AND
DEVELOPMENT DISTRICT, INC.

Vernon R. Kelley, III
Executive Director

ATTEST:

Shelley Adams, Project Manager

APPENDIX A

SCOPE OF SERVICES – DISTRICT

I. Administration/Management Services

The District shall provide services to include the following:

- Preparation of the application for submission to the Mississippi Development Authority
- Preparation of environmental review record and obtaining release of funds
- Establishing and maintaining a project record system for project with a duplicate set of records for Grantee
- Advising Grantee of state and federal requirements on procurement of professional services and contracting procedures
- Ensuring federal labor standards and laws are met
- Assisting the Grantee with state monitoring visits
- Preparation of required reports and requests for cash
- Advising on payment of bills
- Requesting budget modifications when necessary
- Preparing project closeout documents
- Providing overall program advisory assistance

APPENDIX B

SCOPE OF SERVICES – GRANTEE

The Grantee shall provide the following services in the implementation of the Appalachian Regional Commission Grant.

- Provide individual(s) who will be responsible for general on-site administration required for day-to-day operations.
- Provide a bookkeeper who will maintain a complete set of books on the above described program.
- Keep a duplicate set of files to the District on every transaction, housing activity, or other work activity related to this program.
- Contract for other services not described in Appendices A and B (The District will not be responsible for advising the Grantee in proper advertising and selection procedures.) These other services may include such activities as:
 - ◆ Engineer and/or Architect
 - ◆ Legal Services
 - ◆ Audit
 - ◆ Construction
 - ◆ Demolition and Clearance Activities
 - ◆ Appraisals
 - ◆ Inspections (Rehabilitation Projects)

APPENDIX C

The Grantee shall pay the District, not to exceed the sum of (\$40,000) Forty Thousand Dollars payable only from the Mississippi Appalachian Regional Commission Grant funds approved for the Grantee for the satisfactory provision of services described in Appendix A, "Scope of Services". The District shall present invoices to the Grantee for administrative services commensurate with progress on the project (e.g., grant award; receipt of environmental clearance; quarterly during construction; and upon submission of project closeout package). Payment to the District shall be forthcoming upon invoice presentation within three days of the Grantee's receipt of cash requested from the State of Mississippi Appalachian Regional Commission Grant Program.