SHORT FORM AGREEMENT FOR CONSULTING SERVICES

(Standard agreement based on Appendix B, Planning Advisory Service Report Number 443,
Standards of Professional Practice, American Planning Association, Chicago, IL)

Orion Planning + Design agrees to provide City of Diamondhead, MS the following professional services and City of Diamondhead contracts for such services and agrees to fully engage in the project. Services shall be compensated by the City of Diamondhead for the fees and on the terms and conditions set forth herein.

1. PURPOSE

The purpose of this agreement is to provide professional planning services to City of Diamondhead as described in paragraph 3. below.

2. PARTIES

The parties to this agreement are City of Diamondhead, hereinafter referred to as "Client," and Orion Planning + Design, hereinafter referred to as "Consultant."

3. SERVICES

Consultant shall provide the following services to Client: **(See attached scope of services)**

If there is a dispute over the meaning of this agreement, or if during the project one of the parties deviates from this section by mutual agreement, this agreement shall always be construed in accordance with the purpose set forth in Section 1 along with the scope of services attached hereto.

4. STANDARDS OF PROFESSIONAL PRACTICE

Consultant shall exercise and adhere to the standards of professional practice as developed and adopted by the American Institute of Certified Planners set forth in Planning Advisory Service Report Number 443, Standards of Professional Practice, American Planning Association as well as the Code of Ethics of the American Institute of Certified Planners. Said standards are annexed hereto by reference.

5. COMPENSATION

For the services rendered and products produced, City of Diamondhead shall compensate Consultant according to the attached scope of services. Invoices shall set forth a summary of the work performed under this contract. Normal office supplies consumed in the course of the project are not reimbursable. However, document production, reproduction, travel, or other expense shall be reimbursable at cost. Receipts shall be submitted to client for such cost. Consultant shall invoice City of Diamondhead monthly for work performed. City of Diamondhead agrees to pay said invoice within 30 days of submission.

6. TERMINATION

City of Diamondhead or Consultant may terminate this agreement without cause at any time upon 10 days written notice. Consultant shall provide a final invoice for any uncompensated work completed prior to termination. Said invoice shall be payable by City of Diamondhead under the terms of 5. Compensation.

7. COMPLETE AGREEMENT/AMENDMENTS

This agreement constitutes the complete agreement between the parties. It may be amended only in writing executed in multiple counterparts, each of which shall be considered an original. When executed, this agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by Client shall be considered to be the date of the agreement.

_____, [Date] _____
Robert L. Barber, Sr., FAICP
Partner, Orion Planning + Design

_____, [Date] _____
Honorable Anna Liese, Mayor

Phase I: Annexation Assessment Scope of Services

The assessment will provide a profile for the area to include the following:

- Land use
- Utility services
- Regulatory context
- Demographic
- Environmental
- Mobility
- Basic fiscal and economic considerations.

In addition, the assessment will be conducted with reference to the **12 indicators of justifiable annexation** under Mississippi law.

Area of Study

The study area is generally that expansion area illustrated in the Envision Diamondhead 2040 Comprehensive Plan. The assessment will provide strategic, technical, and planning insights into potential annexation configurations.

Methodology

The assessment will utilize the methods and techniques of standard planning practice, including:

- Consultations with City staff, Mayor, and City Council to ensure alignment with community values and long-term goals.
- Technical analyses of land use, service capacity, and fiscal conditions.
- Strategic evaluation of annexation opportunities and challenges.

The outcome wis intended to equip decision-makers with technical and strategic guidance needed to support anticipated annexation discussions.

Phase I Budget

The professional fee for Phase I is proposed on a not-to-exceed basis of $20,000, plus reasonable reimbursable travel expenses.

Deliverables

The outcome of Phase I will be a summary memorandum of findings and recommending and a preliminary annexation boundary configuration. Based on the results of Phase I, the City may choose to proceed to Phase II: Formal Annexation Study and Proceedings, to be scoped and authorized separately.