

# 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, a Montana based LLC, agrees to provide City of Diamondhead, Mississippi 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 \$130,960 to be invoiced monthly based on percentage of work completed. Invoices shall set forth a summary of the work performed under this contract by current invoice period and the overall project completion to date. Normal office supplies consumed in the course of the project are not reimbursable. However, document production, reproduction, travel, or other expense shall be reimbursed in accordance with project budget or at cost. City of Diamondhead agrees to pay said invoices within 45 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 Section 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]  
Michael Reso, City Manager  
City of Diamondhead, Mississippi

## DIAMONDHEAD COMPREHENSIVE PLAN SCOPE OF SERVICES

### PART 1: DISCOVERY AND START-UP

Part 1 focuses on organization and information collection. If not already established, the Advisory Group may be created during this time and the plan brand introduced. The Orion team will also work with Staff to identify key stakeholders that should be engaged during the project and begin outreach to these individuals and groups as soon as possible.

#### Task 1.1 - Establish Project Infrastructure

- a. Generate plan branding and project title (e.g., Envision Diamondhead 2040) . Existing Diamondhead branding will be used as a baseline.
- b. Create project website and engagement plan.
- c. Advisory Group polling on initial priorities, perceptions and project direction.
- d. Establish plan templates. Layout and overall document design options will be presented and a basic template chosen.

✳ **MILESTONE 1 - On site team Discovery orientation, introductory Advisory Group meeting to review the project, proposed schedule, results of initial committee polling and overall project sequencing, initial public engagement meeting**

➡ **DELIVERABLES - Project branding, project calling cards, project website, document template**

#### Task 1.2 - Existing Plans and Studies Overview

- a. An inventory and overview of all existing and applicable plans and studies will be conducted to identify and leverage previous research and planning and strategically focus current planning. (e.g. Gulf Coast Business Councils TIPS Strategies). Strategic attention will be given to the unique aspects of Diamondhead's community governance organizations and structures.
- b. Develop summary of findings and conclusions.
- c. Develop and propose interim policies for critical areas needed to insure planning options until the conclusion of the planning process (i.e. interim overlay district, targeted moratorium, etc.)

#### Task 1.3 Existing Development Conditions Baseline Analysis

- a. Land use and build-out analysis - The land use and build-out analysis will establish the existing land use and development patterns in the City. Vacant Land will be identified by current zoning and capacity for future development will be forecast.
- b. Market and economic analysis - The Diamondhead market and economy will be studied with emphasis on housing, current and future employment opportunity, retail market assessment, role in the region and forecast of future conditions.
- c. Demographic trends analysis - Demographic characteristics and trends will be studied to forecast likely changes future growth trends and prospects.
- d. Mobility assessment - Diamondhead's mobility systems (vehicular and non-vehicular) will be assessed to identify opportunities for connectivity, expansion or retrofit for place making.

## DIAMONDHEAD COMPREHENSIVE PLAN SCOPE OF SERVICES

- e. Natural environment assessment - Natural environmental features will be assessed for current and future impact on development patterns, healthy functioning, and opportunity for rest and recreation.
- f. Community facilities - Diamondhead community facilities will be inventoried and assessed in the context of the city's overall development conditions.
- g. Report Synthesis - The above analysis will be synthesized into a single summary report (powerpoint format) which shall form the basis of the next phases of the project.
- **DELIVERABLES - Baseline Summary Report (ppt.) including findings and conclusions of the analysis of the components listed and a complete suite of mapping.**

### PART 2: DIRECTION - VISIONING AND CONCEPT PLAN DEVELOPMENT

Part 2 of the planning process will provide a significant opportunity for meaningful, hands-on involvement in creating the major conceptual plan components. The result of Phase 2 will be a working draft of goals, priorities, and policies as well as a concept plan that outlines future growth areas and types as well as future land use and general mobility infrastructure locations. Under the direction of staff and the Advisory Group, the Orion team will design the public engagement process from one of the two options below:

- a. Option 1 - Planning Week - This on-site work session involves the presence of the planning team for approximately 4.5 days for intensive on-site community engagement and concept plan creation. The option requires strong teamwork between the city and the planning team. Typically, the city will provide the logistical arrangements, advertise the event, recruit participants and schedule the public events. The planning team will facilitate all workshops and interviews. Special effort will be made to make the meetings broadly inclusive.
- b. Option 2 - Neighborhood or area meeting series - In option 2, a series of three neighborhood or area meetings will be conducted to review the baseline report and to engage participants in hands-on planning of Diamondhead. At the conclusion of the meeting series, results will be aggregated and reported back to the Advisory Group.

**\* MILESTONE 2 - Opening public engagement meeting, Advisory Group meeting, closing public engagement meeting.**

➤ **DELIVERABLES - Vision, Goals and Concept Plan**

### PART 3: DESIGN - PLAN CREATION

Part 3 involves the creation of the detailed comprehensive plan based on all previous steps of the process.

- a. Completion of draft plan - A draft plan to include community vision and planning principles, future land use and place types, and future mobility will be created incorporating and addressing project objectives.
- b. Review and Edits - Once submitted, the plan will be reviewed by staff and "red lined" for edits and adjustments. Edits will be returned to the team in a single red lined PDF.

**\* MILESTONE 3 - Advisory Group meeting to present the draft plan.**

➤ **DELIVERABLES - Draft Plan**

### PART 4: IMPLEMENTATION AND ADOPTION

Part 4 consists of creating the implementation component of the plan and the plan's adoption.

## DIAMONDHEAD COMPREHENSIVE PLAN SCOPE OF SERVICES

a. Implementation strategies - Detailed strategies will be created that address how the plan is to be implemented. Provisions will include recommendations on policy with emphasis on recommended zoning amendments, catalytic projects, and best practices in the development process. Performance metrics will also be included.
b. Public comment, final review and edits - The plan will be reviewed to incorporate final edits. Edits will be returned to the team in a single red lined PDF.
► <b>DELIVERABLES - Final Plan</b>
a. Presentation to Planning Commission
b. Presentation to City Council

## DIAMONDHEAD ROLE

Full Partner	Diamondhead will be a full partner on the planning team. The means that the consulting team will communicate frequently with staff for information and guidance as the project proceeds.
Provision of Data	Diamondhead will provide GIS (.shp format) files to the parcel level along with all other applicable mapping files.
Logistics and Promotion	Diamondhead will provide meeting scheduling, logistics and advertising for Advisory Group meetings, public engagement meetings and team work space. Meeting spaces will require a reliable high speed Internet connection.
Prior Studies	Diamondhead will scan all previous studies into a PDF format for summary and reference purposes.
Timely Review	Diamondhead will provide timely review with the goal of maintaining the project schedule. However, the consulting team recognizes that unforeseen delays may occur, in which case the city and the team will propose an alternate schedule.