

Mr. Jon McCraw
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525



September 29, 2023

RE: Proposal for On-Call Services

Dear Mr. McCraw:

Thank you for the continued opportunity to provide services for the City of Diamondhead. We have prepared this agreement to provide general planning and design services for the City of Diamondhead in response to day to day planning and design matters as needed.

These requests may include, but are not limited to, the review of design work product of other consultants, review of applications and design submittals by private developers for proposed projects within the City of Diamondhead, interpretation of municipal codes, plans and ordinances where questions have arisen or any other request for our services that you may have that are not currently outlined within the scope of services agreements we may already have in place with the City of Diamondhead. Services provided by OPD will be billed at our standard hourly rate of \$175 per hour.

We believe Diamondhead is in a very unique time and place in its development as a City with so many opportunities. We appreciate the opportunity to provide support as the City moves forward.

Best regards,

A handwritten signature in blue ink that reads 'Robert Barber'.

Robert Barber, FAICP
Partner

Attachment: Scope and Agreement

RLB/bb

PROJECT: GENERAL SERVICES CONSULTING AGREEMENT

SCOPE OF SERVICES AND ESTIMATED FEE		
TASK	DESCRIPTION	FEE ESTIMATE
	<p>Services may include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Design review of other consultants work product 2. Interpretation of municipal codes, plans and ordinances 3. Review of development applications by private developers to the City of Diamondhead for compliance with city codes and ordinances and design integrity 4. Any requests for services that you may have that are considered beyond the scope of any existing agreements 	On Call

Provisions of Services

- A) Term and Termination.** The term of the Agreement shall be from the date of execution of this agreement, until such time as the services as outlined are no longer needed or the agreement terminated. Either party may terminate this agreement without cause at any time upon ten days prior written notice to the other party. Termination shall not affect liability for time and expenses accrued through the date of termination.
- B) Orion Planning + Design Primary Contact.** The primary contact for Orion Planning + Design shall be Bob Barber, FAICP and secondarily, Bert Kuyrkendall, P.E., AICP.
- C) Relationship of Parties.** Orion Planning + Design at all times during the term hereof shall be an independent contractor of the City of Diamondhead and not an employee.
- D) Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- E) Legal Review.** The City of Diamondhead shall be responsible for all necessary or desirable legal review of any services or products provided by Orion Planning + Design.
- F) Hold Harmless.** Orion Planning + Design shall agree to indemnify and hold harmless the City of Diamondhead against accidental injuries to Orion Planning + Design and related tort liability arising from any and all activities undertaken by Orion Planning + Design as part of this agreement within the corporate limits of the City of Diamondhead.
- G) Compensation.** Orion Planning + Design shall submit a monthly invoice for services rendered during the month to be paid by the City Of Diamondhead. However, the total services to the City of Diamondhead for the project described within shall not exceed per month or \$15,000 annually.
- H) Reimbursable Expenses.** Required expenses, if any, shall be reimbursed at cost.

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I) **Time for Payment.** Payment terms are thirty (30) days after receipt of invoice.

J) **Entire Agreement.** This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, arrangements, communications, representations and warranties, whether oral or written of the parties to this Agreement and no party to this Agreement may rely or shall be deemed to have relied upon any thereof. This Agreement may not be amended except by a writing executed by both parties hereto.

Thank you for allowing Orion Planning + Design provide these design and consulting services for you.

Best regards,



Robert Barber, FAICP
Partner

Jon McCraw, City Manager

Date

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