

**LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **SLAUGHTER & ASSOCIATES, PLLC**, hereinafter called the CONSULTANT and **CITY OF OCEAN SPRINGS, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: **MUNICIPAL ANNEXATION STUDY AND ANALYSIS.**

Phase I (Professional fees estimated to range from \$8,000 - \$10,000)

- Determine initial annexation study area;
- Conduct land use survey of study area and prepare existing land use map;
- Demographic analysis (population, race, land area, street miles, etc.);
- Financial data (estimated assessed valuation, ad-valorem taxes and sales tax rebate);
- Map existing water and sewer certificated areas;
- Map existing fire districts, fire ratings and fire stations;
- Meeting with the Mississippi State (Fire) Rating Bureau;
- Review reasonableness of study area as applied to the 12 indicia of reasonableness defined by the Mississippi Supreme Court; and
- Presentation of findings and recommendations to the Mayor and Board of Aldermen.

Phase II; if necessary (Professional fees estimated to range from \$8,000 - \$10,000)

- Conduct departmental meetings regarding personnel and equipment needs to serve study area;
- Work with the City Engineer re: preparation of a water and sewer plan and cost estimates for study area;
- Prepare General Fund financial analysis (5-year estimated revenues and expenditures) for the study area;
- Review reasonableness of study area as applied to the 12 indicia of reasonableness defined by the Mississippi Supreme Court; and
- Final presentation of findings and recommendations to the Mayor and Board of Aldermen.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.

3. The CITY shall compensate the CONSULTANT for professional services rendered plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CONSULTANT may require the assistance of the CITY engineer regarding water, sewer, street and drainage facilities and cost estimates, whose fee, if any, is not covered in this agreement.

4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

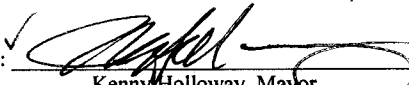
Principal Planner:	\$200/hr.
Associate Planner:	\$150/hr.
Assistant Planner:	\$125/hr.
Planning/GIS Technician:	\$100/hr.
Office Technician:	\$ 50/hr.

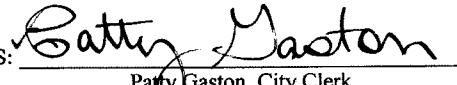
5. The CITY may terminate this letter of agreement at any time with a telephone call and follow-up written notification to the CONSULTANT.

6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the 16 day of November, 2021.

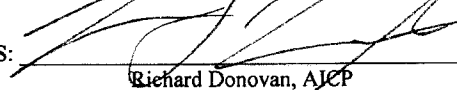
CLIENT: CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: 
Kenny Holloway, Mayor

WITNESS: 
Patty Gaston, City Clerk

CONSULTANT: SLAUGHTER & ASSOCIATES, PLLC

BY: 
Mike Slaughter, P.E., AICP

WITNESS: 
Richard Donovan, AICP

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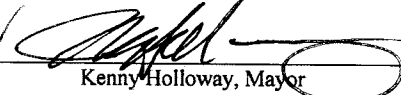
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IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2021.

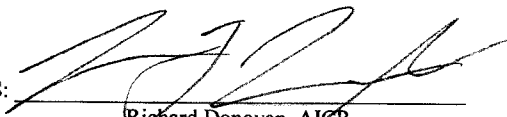
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