### LETTER OF AGREEMENT FOR

#### PLANNING AND CONSULTING SERVICES

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

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services regarding the following planning issues:

# COMPREHENSIVE PLANNING: Prepare a Comprehensive Plan in accordance with Mississippi Code Annotated, Title 17-1-1.

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 (SEE ATTACHMENT "A" dated October 12, 2021) 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 or re-negotiate 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.

 $1 \text{ MWITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the day of$ **December**, 2021.

CLIENT: CITY OF OCEAN SPRINGS, MISSISSIPPI	TENESS: Datty Maston
BY:	Patty Giston, City Clerk
CONSULTANT: SLAUGHTER & ASSOCIATES, PLLC BY: Mile Slaughter, ME., AICP	TNESS: Richard Dongvan, AICP

## ATTACHMENT "A" COMPREHENSIVE PLANNING PROPOSAL CITY OF OCEAN SPRINGS, MISSISSIPPI OCTOBER 12, 2021

### PROFESSIONAL SERVICES DESCRIPTION

Slaughter & Associates' proposal to provide professional planning services to the CITY OF OCEAN SPRINGS regarding the update and development of a Comprehensive Plan.

**Comprehensive Plan Update and Development – Estimated to range from \$50,000 to \$75,000** (not including out-of-pocket expenses). The Comprehensive Plan will be a document that guides future growth and development of the Ocean Springs community. It will include a minimum of eight sections that outline different aspects for future growth.

- a. Introduction an overview of the Comprehensive Plan
- b. <u>Existing Demographics</u> a demographic study of available Census data and population projections for the City, County and overall planning area.
- <u>Goals and Objectives</u> organized goals for the future of the city based on public meetings and community input.
- d. <u>Community Facilities</u> an overview of City owned/operated facilities and any indentified future needs based on a meeting/interview with City officials.
- e. <u>Existing Land Use Plan</u> a survey of existing land uses in the City and overall planning area as well as prepare an existing land use map for the City and overall planning area.
- f. <u>Transportation Plan</u> an overall transportation plan for the City and overall planning area based on local input and the State of Mississippi future plans.
- g. <u>Future Land Use Plan</u> a future plan for growth in the City and overall planning area based on appropriate land use categories which are crucial to the development of a Zoning Ordinance.
- h. <u>Implementation</u> a discussion of how the MAYOR & BOARD OF ALDERMER can successfully implement the Comprehensive Plan.

Additional services for the completion of the Comprehensive Plan include:

- 1) Draft presentation of the Plan to the MAYOR & BOARD OF ALDERMEN,
- 2) Public Hearing for the proposed Plan required by State Law, and
- 3) Final meeting/presentation for the proposed adoption of this Plan.

Planning Proposal, October 12, 2021

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