

AGREEMENT

THIS AGREEMENT is made and entered into this the 18th day of April 2023, by and between the City of Pascagoula (hereinafter referred to as “City”) and Grace Aaron Development Consultant (hereinafter referred to as “Consultant”), who agree and contract to the following:

TITLE I
EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services as hereinafter identified in connection with the Community Development Block Grant Entitlement Program for the City of Pascagoula. This Agreement shall be for the period from the date identified above to May 1, 2024.

TITLE II
SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory manner such work as required for the preparation and submittal of the City of Pascagoula Annual One-Year Action Plan for FY2023 in compliance with applicable HUD Entitlement Program regulations and policies, as well as with applicable state and local regulations.

The City reserves the option to amend the Scope of Services of this Agreement to add administrative assistance preparing Environmental Reviews in compliance with 24 CFR Part 58 and related laws and authorities as required prior to Requesting Release of Funds for CDBG Entitlement Program funds. The specific period of performance for providing environmental review services shall be mutually agreed upon by the City and Consultant. Compensation for requested Environmental Review assistance shall be a fixed, “not to exceed” fee, based on Consultant’s standard hourly rate and upon the estimated number of hours mutually agreed upon by the City and Consultant, on a project-by-project basis, at such time as the Environmental Review services may be requested.

TITLE III
DISPOSITION OF WORK MATERIALS

All documents and similar work materials prepared by the Consultant in completing the Scope of Services set forth herein shall be the property of the City.

TITLE IV
TERMINATION

Either party may terminate this Contract at any time by giving written notice to the other party of such termination, specifying the effective date thereof. Such written notice shall be furnished at least fourteen days before the effective date of termination. All finished or unfinished documents and other material developed shall, at the option of the City, become its property. The Consultant shall be paid for satisfactory work performed and expenses incurred up to the termination date.

TITLE V
CHANGES

Any changes in the terms of this agreement, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Agreement.

TITLE VI
CHANGE IN SCOPE OF WORK

The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. The Consultant may make no claims that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant, or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the City and Consultant.

If the Consultant believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Consultant, the Consultant must immediately notify the City in writing of such belief. If the City believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Scope of Services.

TITLE VII
INTEREST OF THE CONSULTANT AND CONSULTANT'S EMPLOYEES

The Consultant covenants that neither she nor her employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract with the City of Pascagoula, no person having interest will be employed.

TITLE VIII
PERSONNEL

The Consultant represents that she has or will secure, at her own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City. All services required hereunder will be performed by the Consultant or her personnel under her direct supervision; all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.

TITLE IX
COMPENSATION DUE TO THE CONSULTANT

In consideration of satisfactory performance, the City of Pascagoula will compensate the Consultant at the rate of \$90.00 per hour for professional administrative services rendered, not to exceed \$8,100.00, which includes indirect costs and travel expenses. Reproduction and other incidental expenses shall be charged at actual cost. As identified in the Scope of Services, compensation for requested Environmental Review services shall be a separate fixed, "not to exceed" fee, based on Consultant's \$90.00 per hour rate and upon the estimated number of hours mutually agreed upon for each project.

TITLE X
EXTENSION

The City reserves the option to extend this Agreement with the Consultant for one year to perform services as herein identified to assist with preparation, submittal and/or amendment to the City of Pascagoula FY2023 Annual Action Plan. The specific period of performance shall be mutually agreed upon by the City and Consultant. Compensation for said extension shall be a fixed, "not to exceed" fee, based on Consultant's hourly rate at the time of execution of this Agreement and upon the estimated number of hours mutually agreed upon by the City and Consultant at such time as the extension option may be exercised.

Michael Silverman
City Manager, City of Pascagoula

Grace Aaron
Grace Aaron Development Consulting

Date

Date