

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2016, by and between the City of Diamondhead, Mississippi (hereinafter referred to as "City"), and Professional Grant Management Services, LLC (hereinafter referred to as "Consultant"), who agree and contract as follows:

WITNESSETH THAT:

WHEREAS, the City desires to engage the "Consultant" to render certain technical and professional services as the City's "Certified Grant Writer and Project Administrator" for an hourly rate of Eighty dollars (\$80.00) an hour to provide the services outlined in the Scope of Services in Exhibit "A";

WHEREAS, the Consultant will research and write grant applications; and work on certain projects as directed by the City Manager. Consultant will provide timesheets along with a monthly invoice to document work that was performed during the month, and;

WHEREAS, the City of Diamondhead and the Consultant acknowledge that this contract is effective for a one year period from the date of execution with two (2) one year automatic renewals, if both parties are in agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Engagement of Consultant. The City hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform services set forth in the Scope of Services.

It is expressly agreed and understood by both parties that Consultant shall at all times be acting as an independent contractor and not as an employee of the City. The Consultant and the City agree that each party individually shall bear the sole and complete responsibility for filing appropriate tax forms and returns, maintaining appropriate insurance, and complying with applicable laws and regulations relating to employment or income for and on behalf of itself only.

The Consultant will be available to perform the consultation that the City requires and needs for researching, obtaining and administering grants. The Consultant warrants that she will perform her duties hereunder with the skill and expertise generally found in this type of consulting business.

The parties agree that nothing herein contained shall be construed or interpreted to mean that the City of Diamondhead is an employer. Any provision herein, which is now or later declared inconsistent with such Agreement, shall be null and void.

2. Scope of Services. The Consultant agrees to satisfactorily render and provide services hereinafter set forth in Exhibit "A", Scope of Services.

3. Disposition of Work. All contract documents and similar work materials prepared by the Consultant in completing the scope of services, set forth as Exhibit "A", shall be the property of the City.

4. Period of Performance. The services provided under this Agreement by the Consultant shall continue for one (1) year from the date signed and will renew automatically for two (2) one year terms or as long as is mutually agreeable to the parties hereto. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

5. Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof. Such written notice shall be furnished at least thirty (30) days before the effective date of termination. In that event, all finished or unfinished documents and materials shall become the property of the City. In the event of termination for convenience by Consultant, all payments, after the date of termination, shall be forfeited to the City, and any obligation by the City to the Consultant shall be terminated. In the event of termination for convenience by City, all payments should be made to the Consultant for all work completed to date of termination and all finished work product will become property of the City.

6. Compensation Due to Consultant. The City agrees to pay and the Consultant agrees to perform the services for an hourly fee of Eighty dollars (\$80) per hour on all hours worked. The Consultant shall invoice the City on a monthly basis plus any reimbursable expenses according to the compensation chart set forth in Exhibit "B". The City or Consultant may, from time to time, request changes in terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

7. Travel and Reimbursable Expenses: The Consultant will receive prior approval from the City Manager before attending any seminars, conferences, travel (outside of the 3 coastal counties) or lodging on behalf of the City of Diamondhead. The Consultant will provide receipts for reimbursement for all previously approved activities and the City agrees to pay the Consultant for said "Actual Reimbursable Expenses" such as postage, lodging, conferences, meals and other reasonable expenses.

Travel time will be billed at \$40.00 an hour (which is half of the Consultant's hourly rate).

8. Successors and Assigns: The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

9. Miscellaneous Provisions. This Agreement shall be construed in accordance with the laws of the State of Mississippi. In case one or more of the provisions in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, non-enforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any amendments to this Agreement shall not be effective unless consented to, in writing, by both parties. The Consultant will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Contract without the prior written consent of the City.

10. Notice. All notices, demands or other communications required or permitted by the terms of this Contract, will be given in writing and delivered to the Parties of this Contract as follows:

- a. The City of Diamondhead
Attn: City Manager, Clovis Reed
5000 Diamondhead Circle
Diamondhead, MS 39525
- b. Professional Grant Management Services, LLC
Attn: Michele Moore, President
P.O. Box 1465
Biloxi, MS 39533

IN WITNESS WHEREOF, the City of Diamondhead and the Consultant have executed this Agreement this the ____ day of _____ 2016.

Professional Grant Management Services, LLC
P.O. Box 1465 11100 Oneal Road
Biloxi, MS 39533 Vancleave, MS 39565

By: _____
Michele Moore, President

ATTEST:

The City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

By: _____
Clovis Reed, City Manager

ATTEST:

City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities identified by the City for the Consultant to undertake. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to, the following:

HOURLY RATE FEE

- A. Meet with City Management to gather input for the City's short and long term Vision and Develop a Strategy to research and locate grant opportunities to reach those goals
- B. Write Grant Applications as directed by the City Manager
- C. Attend meetings with Local, State and Federal Agencies
- D. Administrative Work as directed by the City Manager
- E. Coordinate with other Committees and Commissions to ensure everyone is working towards one common vision and overall strategy for the City.
- F. Establish Filing System
 - 1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations.
- G. Overall Coordination of Project Activities - Develop a Project Timeline

REIMBURSABLE EXPENSES AND TRAVEL

The Consultant will receive prior approval for travel to meetings or conferences, if it is located outside of the three (3) coastal counties. All reimbursable expenses will be billed as actual expenses and travel will be billed at a rate of \$40.00 an hour.

GRANTS WITH ADMINISTRATION FUNDING

The Consultant will perform "Administration Services" as notated on compensation schedule as listed on Exhibit "B"

Exhibit "B"

***COMPENSATION DUE TO CONSULTANT
And
METHOD OF PAYMENT***

Hourly Rate

The City will receive documented invoices for work performed each month which will be billed at an hourly rate of \$80.00 an hour.

Reimbursable Expenses and Travel

Seminars, Conferences, Lodging, Meals, Postage etc. – will be billed as Actual Costs

Travel will be billed at \$40.00 an hour

Grants with Administration Funding

One hundred percent (100%) of the administration funds allocated within the grant award shall be paid to the Consultant as compensation for all services required under the grant award. All work performed in administration of these grants will be billed separately.

**Billing for these grants will be on a separate invoice and charged to the specific grant.*



**Air Conditioning & Heating
Commercial, Industrial & Residential**

P O Box 5565 Jackson, MS 39288-5565
(O) 601-932-7874 (F) 601-932-2005

P O Box 3897 Gulfport, MS 39505
(O) 228-832-2465 (F) 228-832-1027

PROPOSAL

"S.M.A.R.T." SERVICE AGREEMENT
(Scheduled Maintenance at Regular Times)

CITY OF DIAMONDHEAD
(Customer)

DIAMONDHEAD, MS
(Address)

(Telephone)

Enters into this agreement with Geiger Heating and Air referred to as the Service Company, which agrees to furnish services in accordance with the General Conditions and Exclusions to Provide:

X Maintenance inspections per year to be as follows:

- 4 Inspections on rooftop units
- Inspections on other equipment

X Annual condenser cleaning with chemicals.

- 2 Coil cleanings on rooftop units
- Coil cleaning on other equipment

1 Annual belt change.

4 Filter cleanings on washable filters. Non washable to be changed. If needed more frequently, will notify and price will be

adjusted.

10% Discount off base labor rate. 10% off parts needed. No overtime charges.

Additions or Deletions:

1. This agreement provides priority service. Geiger Heating and Air will respond to the customer's request within (4) hours, plus travel time, to all repair requests dealing with an emergency service before providing service to any customer who does not have a Service Agreement.
2. Upon completion of each "S.M.A.R.T." Inspection, Geiger Heating and Air will provide the customer with a copy of the comprehensive inspection report listing work performed, defects found and any recommended corrective action.
3. Any additional services that are not a part of this agreement, shall be billed at the prevailing time and material rate, less any discount listed above.

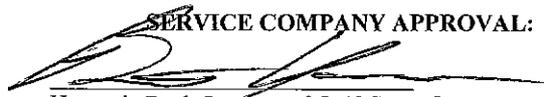
The agreement price is \$ 3,425.00 per year, payable \$ 856.25 quarterly, includes applicable taxes. This agreement is effective from _____ through _____. (A 5% discount is allowed if full amount plus tax is paid within 10 days)

CUSTOMER ACCEPTANCE:

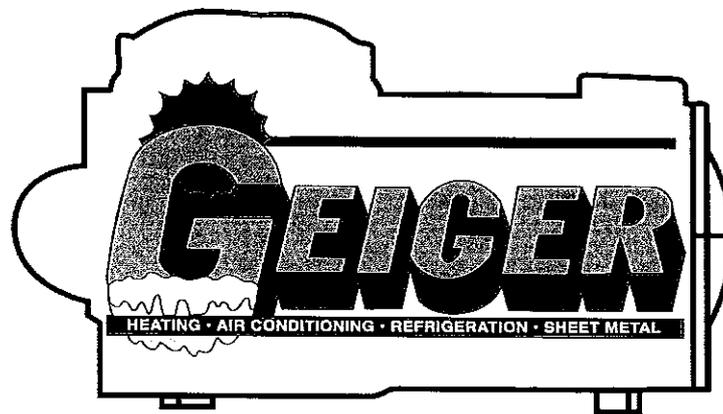
Customer Signature

Date

SERVICE COMPANY APPROVAL:


Hermetic Rush Services of Gulf Coast, Inc.
Dba Geiger Heating and Air

Date



A Hermetic Rush Company

www.geiger-air.com • email: information@geiger-air.com
14471 Hwy. 49 North • Gulfport, MS 39503
(228) 832-2465 • 1-800-898-0152

HOW WE DEFINE SERVICE

We incorporate a well-conceived service strategy to direct all the people in our organization to the real priorities of the customer. In the highly competitive HVAC/R industry, we recognize that most products are fairly similar. It is because of this that GEIGER/HERMETIC RUSH SERVICES differentiates itself by providing a far superior service to the customer. This proactive approach to customer (YOUR) service coupled with our decades of combined service experience, GEIGER/H.R.S. the best choice for all of your HVAC/R requirements. Diligent planning in conjunction with meticulous attention to every detail has been the cornerstone of success for GEIGER/HERMETIC RUSH SERVICES. Our dedicated personnel approach to customer relations and service allows the GEIGER/H.R.S. team to work toward the common goal of reliability and satisfaction with all of your HVAC/R concerns. At GEIGER/HERMETIC RUSH SERVICES we do not regard customers merely as an account number.

Tired of being treated like a number? Are you looking for better responsiveness from your HVAC/R service company? Do you miss the personal, hands-on treatment you once received?

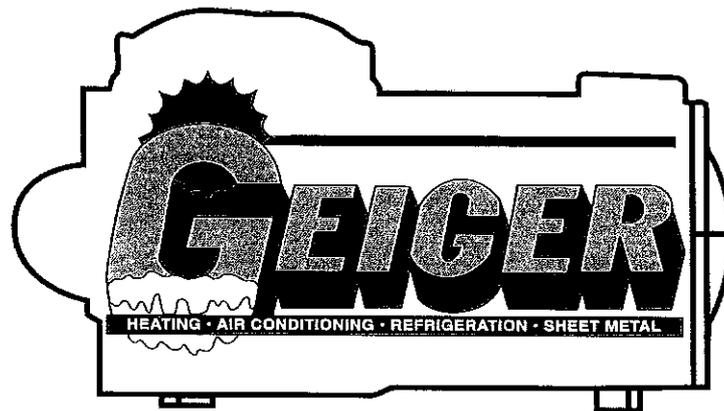
Did you answer yes to any of these questions? IF SO, LOOK AT HOW WE LOOK AT SERVICE!

SERVICE IS

- ◆ Exploring, meeting and satisfying your needs through a consultative approach.
- ◆ Doing the job you need done, and doing it correctly the first time.
- ◆ Timely response.
- ◆ Competitive pricing.

GEIGER/HERMETIC RUSH SERVICES consistently gives you the quality service that you need to succeed in today's market. Exceptional service is our cornerstone to building long-term relationships. We are accustomed to helping you find solutions to your service needs with our consultative approach.

The GEIGER/HERMETIC RUSH SERVICES team is a group of highly experienced team-oriented professionals that will be at your service 24 hours a day, 365 days a year to handle all your HVAC/R needs. We provide written quotes and detailed one-on-one explanations for all types of service and equipment installation.



A Hermetic Rush Company

www.geiger-air.com • email: information@geiger-air.com
14471 Hwy. 49 North • Gulfport, MS 39503
(228) 832-2465 • 1-800-898-0152

WHAT WE HAVE TO OFFER

SERVICE AGREEMENTS:

1. **TOTAL PERFORMANCE AGREEMENTS**

This Agreement format for equipment of all sizes, 15 year old or less is **FULL MAINTENANCE.**

ALL parts, **ALL** labor, **ALL** supplies, **ALL REPAIRS** are covered under this program.

It gives you **Full Budgetary** control for your HVAC/R equipment.

**ASK US ABOUT THE DETAILS OF THIS AGREEMENT
FORMAT.**

2. **PREVENTIVE MAINTENANCE AGREEMENTS**

Well documented inspections of all your HVAC/R equipment.

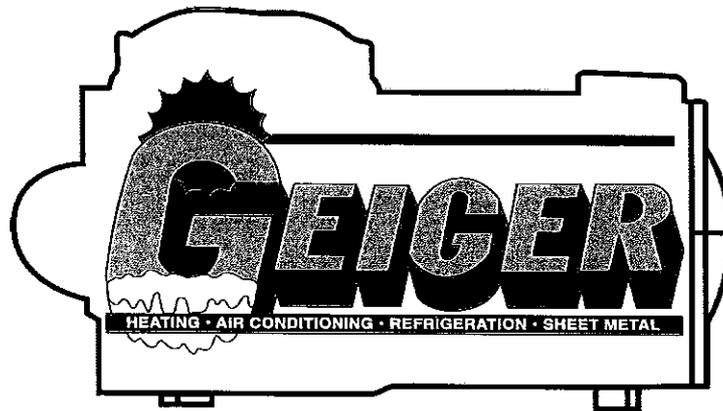
TRUE PREVENTATIVE MAINTENANCE: Cleaning, Filter Changes, Belt inspections and changes, Lubrication to factory specks.

3. **TEST AND INSPECT MAINTENANCE AGREEMENTS**

Well documented inspections of all your HVAC/R equipment **ONLY.**

SERVICE IS.....

- Exploring, meeting, and satisfying your needs through a consultative approach.
- Doing the job you need done and doing it correctly the first time.
- Timely response.
- Competitive pricing.



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(228) 832-2465 • 1-800-898-0152

WHAT WE HAVE TO OFFER

CONSTRUCTION/INSTALLATIONS:

1. HVAC/R EQUIPMENT REPLACEMENT OR CHANGE OUT.
2. DUCT WORK FABRICATION AND INSTALLATIONS OF ALL TYPES. (We have a full sheet metal and fabrication shop).
3. AIR BALANCE SERVICES.
4. INDOOR AIR QUALITY SOLUTIONS.

Well documented inspections of all your HVAC/R equipment ONLY.

SERVICE IS.....

- Exploring, meeting, and satisfying your needs through a consultative approach.
- Doing the job you need done and doing it correctly the first time.
- Timely response.
- Competitive pricing.



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WHAT WE HAVE TO OFFER

SPECIALTY SERVICES AND ITEMS

1. HONEYWELL COMMERCIAL CONTROLS AND PARTS.
2. I.A.Q. (ALL TYPES OF INDOOR AIR QUALITY SOLUTIONS FOR YOUR HVAC SYSTEMS.)
3. AIR BALANCE FOR YOUR ENTIRE FACILITY.
4. CRYOGENIC – ULTRA LOW REFRIGERATION
5. AIR DRYERS.
6. CHILLERS (CENTRIFUGAL OR HIGH SPEED SCREW) PROCESS APPLICATIONS OF ALL TYPES

ANY SPECIAL HVAC/R NEEDS OR SERVICES, JUST ASK!

Agenda Item 2016-128



5000 Diamondhead Circle • Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax: 228.222.4390
www.diamondhead.ms.gov

July 14, 2016

Mayor and Councilmembers
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Mayor and Councilmembers:

The following individuals are new hires for the City of Diamondhead Public Works Department. Pay rates for these positions should be set as follows:

Public Works GEI	\$9.25 p/hour (Nathaniel Neciase or TBD)
Public Works GEI	\$9.25 p/hour (McMaster or TBD)
Public Works GEI	\$9.25 p/hour (Welter or TBD)

The Public Works Department is in dire need of these positions due to vacancies created by recent resignations within the department. Interviews and background checks are in process, however, to fill the immediate need of the department the salary establishment is necessary to proceed with placement of workers in the positions.

Please approve pay rate for these positions for the remainder of FY16 subject to the individual's successful completion of the necessary employment screenings and background checks.

Thank you for your approval in this matter.

Sincerely,

Clovis Reed
City Manager

CR:Jk