

ARTICLES OF AGREEMENT

This Agreement, made at Hamersville, Ohio this 5th day of February, 1980, by and between the Village of Hamersville, Ohio, hereinafter called the OWNER, acting through its MAYOR, thereunto duly authorized, and MCGILL & SMITH, INC., Consulting Engineers, Architects, and Planners, 119 W. Main Street, Amelia, Ohio 45102, hereinafter called MCGILL & SMITH,

WITNESSETH THAT:

WHEREAS, the OWNER has determined that a need exists to upgrade housing conditions within a target area located in the center of Hamersville, through the Village's fiscal 1980 Community Development Block Grant Program, which includes assistance for housing rehabilitation, street and drainage improvements, the removal of substandard housing stock; and

WHEREAS, professional planning services are required in the execution of these improvements;

NOW THEREFORE, it is agreed by and between the parties as follows:

ARTICLE I

MCGILL & SMITH agrees to furnish professional services as may be required in connection with the above named improvements as follows:

- (A) Prepare the full application for Federal funding as required by the U.S. Department of Housing and Urban Development. Advise the OWNER regarding Federally required responsibilities to ensure citizen participation.
- (B) Prepare an assessment of the impacts the Community Development program activities will have on the environment and evaluate possible alternatives to alleviate potential adverse impacts. The Assessment shall be prepared in accordance with current Federal regulations and shall contain a determination of existing conditions, identification of environmental impacts, examination of identified impacts, and a determination of the level of clearance finding based on the assessment.

Two copies of the Environmental Assessment shall be prepared and furnished to the OWNER.

McGILL & SMITH shall also prepare and distribute public notices regarding the Environmental Assessment as required by the U.S. Department of Housing and Urban Development.

ARTICLE II

The OWNER agrees to pay McGILL & SMITH as compensation for professional services outlined in Article I at the rates and times set forth in the following:

- (A) For the services outlined in Article I, Subparagraphs (A) and (B), inclusive:

Preparation of Full Application	\$2,300.00
Preparation of Environmental Assessment	<u>3,000.00</u>
Total	\$5,300.00

ARTICLE III

McGILL & SMITH agrees to furnish such additional services as may be required and ordered in writing by the OWNER. The cost for such additional services shall be negotiated at the time of the request.

ARTICLE IV

It is mutually understood and agreed as follows:

- (A) That this agreement shall be in full force for a period of two years and may be extended by mutual agreement of the parties.
- (B) That all unresolved questions in dispute under this Agreement shall be submitted to arbitration at the choice of either party hereto.
- (C) If, through cause, the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the agreements or stipulations of this contract, the OWNER will have the right to terminate this contract by giving 15 days written notice to the ENGINEER of such termination. In the event of termination, McGILL & SMITH shall be paid by the OWNER for all services performed to the date of termination.
- (D) McGILL & SMITH will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. McGILL & SMITH shall take affirmative action to insure that applicants are employed and that employees are treated

during employment without regard to their race, color, religion, sex or national origin. Such actions shall include but are not limited to the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, and participation in recreational or educational activities.

- (E) At any time during normal business hours, all of MCGILL & SMITH'S records regarding all matters covered by this contract shall be made available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audit, examination, excerpts and transcriptions.

ARTICLE V

IN WITNESS WHEREOF, the parties have hereto set their hands this 5th day of November, 1980, at Hamersville, Ohio.

VILLAGE OF HAMERSVILLE

By: Duane Neu
Duane Neu, Mayor

WITNESS:

Kay C. Elliott
Kay C. Elliott, Village Clerk

MCGILL & SMITH, INC.

[Signature]