

SERVICE AGREEMENT

This Agreement made and entered into as of this 16th day of February, 2001, by and between **Burns, Bertsch and Harris, Inc.** a corporation existing under the laws of the State of Ohio, hereinafter referred to as the "**Corporation**", and the **City of Gahanna, Ohio**, hereinafter referred to as "**Recipient**".

Recitals

The Corporation is engaged in the business of providing various services to counties, townships and municipalities including services relevant to land use planning, strategic planning, grant preparation and administration of various projects and programs.

The Recipient desires the services of the Corporation in the provision of technical assistance in the preparation of a Land Use Plan, Development Capacity Model and Territorial Expansion Report, herein after referred to as the "Land Use Plan".

The Corporation desires to provide such services to the Recipient.

It is thereby agreed as follows:

Section 1. Duties

- 1.1 Beginning on 4/1, 2001, the Corporation shall assist the Recipient in the preparation, compilation, and development of the "Land Use Plan". A detailed description of the **Work Program** is described in **Attachment A**.
- 1.2 Recipient shall cooperate in the project, and shall provide the Corporation all appropriate assistance including available information materials and occasional use of office space.

Section 2. Independent Contractor

- 2.1 The Corporation is hereby engaged as an independent contractor, and not as an employee of the Recipient. It is understood that the Corporation may use the services of a subcontractor to complete any portions of the actual work to be undertaken within the Work Program. In approving this Service Agreement with the Contractor the Recipient also authorizes the Contractor to enter into appropriate agreements with subcontractors.

Section 3. Compensation

- 3.1 Recipient shall compensate the Corporation at the rates for professional services identified within the **Costs** portion of the previously referred to **Attachment A**.
- 3.2 Total cost accrued under this agreement shall be a fixed cost, not to exceed \$15,000.

Any other arrangements to expand the scope of work or adjust the compensation shall be made through amendment to this Agreement.

- 3.3 Payment shall be made within twenty (20) days after the Corporation provides the Recipient with a written statement of total hours and costs of services rendered.

Section 4. Representations

- 4.1 The Corporation and Recipient mutually agree that each will use best efforts in performing their several obligations pursuant to this Agreement.
- 4.2 Corporation agrees all services all services it renders pursuant to this Agreement shall conform to applicable state and federal guidelines.
- 4.3 Corporation expressly disclaims any express or implied warranties that any funds will be acquired for the benefit of Recipient through Corporation's efforts pursuant to this Agreement.
- 4.4 Recipient represents that it has authorized the signatories to enter into this Agreement and to thereby bind the Recipient to the terms of this Agreement.
- 4.5 Corporation represents that it has, or shall secure at its own expense, all personnel necessary to the performance of Corporation's duties under this Agreement and as noted in Section 2.1 above. This subsection shall in no event be interpreted to diminish the obligation of Recipient to provide services in accordance with Section 1.1 and Attachment A. supra.

Section 5. Termination

- 5.1 This Agreement shall terminate:
- 5.1.1 Upon the Corporation's completion of its duties pursuant to 1.1 supra, and Attachment A.
- 5.1.2 At the Recipient's option, upon written notice to the Corporation, in the event Corporation fails to perform its duties pursuant to 1.1 supra, or, if applicable, Attachment A, within (30) days of written notice from the Recipient of such failure and such failure materially impedes the Recipient's ability to render services required under this Agreement.
- 5.1.3 At the Corporation's option, upon written notice to Recipient, in the event Recipient fails to perform its duties pursuant to 1.1 supra, and, if applicable, 1.2 supra, within ten days of written notice from Corporation of such failure and such failure materially impedes the ability of Corporation to render services required under this Agreement.
- 5.2 Upon termination of this Agreement, the Recipient agrees to pay agreed upon compensation for all work completed under this Agreement up to the date of termination.

Section 6. Reports and Information

The Corporation shall furnish the Recipient such periodic reports as Recipient may reasonably request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Agreement.

Section 7. Records and Audits

The Corporation shall maintain its own accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement, and such other records to assure proper accounting for all project funds. The Corporation or any of their duly authorized will make these records available representatives, and will be retained for three years after the Recipient makes final payment to the Corporation under this Agreement.

Section 8. Equal Employment Opportunity

During the performance of this Agreement, the Corporation agrees to comply with Federal and State non-discrimination provisions as required by law and fully incorporated herein.

Section 9. Compliance with Federal Law

- 9.1 The parties acknowledge the services to be rendered under this Agreement are relevant to the various federal laws including the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1968, and any amendments thereto. The parties agree to comply with the provisions of such applicable federal law in their rendition of services pursuant to this Agreement, and certify that they are under no contractual or other disability, which would prevent such compliance.
- 9.2 The Corporation shall contractually require any subcontractor it may engage relevant to rendition of services pursuant to this Agreement to comply with applicable federal law. The Corporation will not subcontract with any subcontractor where notice or knowledge that the latter has been found in violation of Section 3 of the Housing and Urban Development Act of 1968, or any amendments thereto or regulation thereof.

Section 10. Notices

All notices under this Agreement shall be mailed to the parties hereto at the following Respective addresses:

Corporation **Burns, Bertsch and Harris, Inc**
1460 West Lane Avenue / Suite B
Columbus, Ohio 43221
Phone: 614.488.1150

Recipient: **City of Gahanna Development Department**
200 South Hamilton Road
Gahanna, Ohio
Phone: 614.471.5059

Any party may change their mailing address by serving written notice of such change and of such new address upon the other party.

Section 11. Entire Agreement

This document, including Attachments, contains the entire Agreement between the Parties and supersedes any prior understandings or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless made in writing and signed by all parties.

Section 12. Invalidity

The invalidity or unenforceability of any provision or provisions of this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this day and year first written above.

CORPORATION:
Burns, Bertsch and Harris, Inc.

RECIPIENT:
City of Gahanna


Dianne Chandler Harris, President

Work Program / Costs

(Attachment A)

Development Capacity

\$2,500.00

Utilizing population projections for the City and surrounding areas we will develop a predictive model for estimating impact as development proposals are submitted to the City. These models will include assessment procedures upon existing infrastructure including water, sewerage and transportation facilities.

Territorial Expansion

\$ 2,500.00

Land development options reflecting citizen preferences will be developed. Descriptions of how the City wishes to grow and what uses it would encourage, should the geographic area of the City be expanded, as well as descriptions of the conditions it will place upon less preferred uses. Such a study would consider annexation and a wide variety of collaborative growth options.

Land Use Plan

\$ 10,000.00

Preparation of an updated Development Plan for the City consisting of a *Concept Plan* for guiding growth within the City including land use, transportation and open space elements. The Land Use Element will contain *Development Guidelines* for framing discussions related to requests for rezoning and land subdivision. The Transportation Plan will reflect the recently completed Thoroughfare Plan (City Engineer) and details related to functional classification, transportation improvements (TIP) and transportation guidelines (MORPC). The Open Space Element will identify prime park and recreation opportunities as well as park and recreation guidelines including the river corridor plans and concepts.

A special area of concern will be the identification of "hot spots" or critical areas. These target areas consist of geographic areas of the city where development and/or redevelopment interests are apparent and deserve special study. During the 1993 Plan preparation the Planning and Zoning Administration and the City Council identified such areas during a joint work session. Following

identification, profile data was developed and finally the City Council established priorities, based upon recommendations of the Planning and Zoning. It was through this effort that the targeted areas of the West side, South Point and the Triangle were established.

TOTAL COST

\$15,000

General Structural Considerations

Steering Committee

Burns, Bertsch and Harris will work with the Administration and the Planning and Zoning Commission in carrying out the activities noted within the proposal. No more than five (5) meetings will be held with the Planning and Zoning Commission.

We will conduct one public *Open House* in concert with the Planning and Zoning Commission. The Open House will be held before the final documents are released. This gives BBH the opportunity to consider citizen comments and incorporate them into the final document. BBH will also attend one public hearing for the City Council when the work has been completed.

Final Products

Determination of the publication style as well as distribution will be established by the Administration at a later time. The costs included for publication at this time are for draft documents and working papers only.