

RESOLUTION NO. 12-77

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Lawrence Shidder ON THE 7th  
DAY OF March, 1977.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY  
MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT  
FOR MAINTENANCE AND DISTRIBUTION OF SOUTHWEST  
OHIO ENGINEERING GUIDE LINES.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

That the City Manager is hereby authorized and directed to enter into a cooperative agreement for the maintenance and distribution of Southwest Ohio engineering guide lines, a copy of which agreement is attached hereto, marked Exhibit "A" and incorporated herein.

PASSED this 7th day of March, 1977.



Mayor of the City of Centerville, Ohio

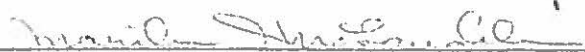
ATTEST:



Clerk of the Council of the  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 12-77, passed by the Council of the City of Centerville, Ohio, on the 7th day of March, 1977.



Clerk of the Council

Approved by the Board of Public Safety  
with a  
charter

Robert H. [unclear]  
Municipal Attorney

COOPERATIVE AGREEMENT  
FOR  
MAINTENANCE AND DISTRIBUTION  
OF  
"SOUTHWEST OHIO ENGINEERING GUIDELINES"

THIS AGREEMENT, made and entered into by and between the following parties,  
to wit:

W I T N E S S E T H:

WHEREAS, the political subdivisions and agencies which are parties to this agreement are desirous of joining together to provide for the maintenance and distribution of "Southwest Ohio Engineering Guidelines" which are a body of written guidelines, including design criteria, construction and materials specifications and drawings to be considered for use by the parties in establishing regulations for subdivision development and public improvements carried out within the respective political subdivisions or jurisdictions, and

WHEREAS, the political subdivisions and agencies which are parties to this agreement are desirous of authorizing execution of agreements for maintenance and distribution of the Southwest Ohio Engineering Guidelines for and on behalf of the parties hereto and providing a method for distributing the cost of the services, and

WHEREAS, the political subdivisions and agencies which are parties to this agreement are desirous of providing for administration of the agreements.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

1. The parties shall each designate a representative to a Joint Review and Approval Committee which shall be responsible for the administration of the distribution and maintenance of the "Southwest Ohio Engineering Guidelines", hereinafter referred to as the "Guidelines".
2. The Joint Review and Approval Committee shall have the authority to:
  - (1) Adopt its own rules of procedure.
  - (2) Determine when the Guidelines are to be amended.
  - (3) Determine the acceptance and adoption of the Guidelines, as they may be amended, by the parties.
  - (4) Approve agreements for the distribution of the Guidelines.
  - (5) Appoint and/or dismiss a Fiscal Management Agency.
  - (6) Approve agreements for professional engineering services for the maintenance of the Guidelines on an as-needed hourly basis.
  - (7) Authorize the City Manager or City Engineer of the Fiscal Management Agency to execute agreements on behalf of the parties.
  - (8) Determine the sum to be collected from any governmental agency desiring to join with the various communities in the maintenance and distribution of the Guidelines.
  - (9) Determine the percentage charged in excess of the distribution cost to persons, agencies, corporations, partnerships, etc. other than members and associate members.
  - (10) Determine the conclusion of this agreement.
  - (11) Approve administrative costs to be paid to the Fiscal Management Agency.
  - (12) To perform other routine administrative duties in the distribution and maintenance of the Guidelines.
3. Upon authorization of the Joint Review and Approval Committee the Fiscal Management Agency shall:
  - (1) Execute agreements on behalf of the parties.
  - (2) Collect monies from all persons, agencies, corporations, partnerships, etc. receiving Guidelines.
  - (3) Direct the distribution of the Guidelines.
  - (4) Collect monies from any governmental agency desiring to join with the parties in the distribution and maintenance of the Guidelines.
  - (5) Pay invoices for work performed in compliance with approved agreements from the organization contracted with for distribution of the Guidelines

- (6) Pay invoices for work performed in compliance with approved agreements from the engineering firm contracted with for professional engineering services for maintenance of the Guidelines.
- (7) Be reimbursed for reasonable administrative expenses.
- (8) Return any unused funds proportionately to the parties at the conclusion of the work provided for in this agreement.

4. Initially, the City of Miamisburg, Ohio, with offices at 10 North First Street, Miamisburg, Ohio, shall be and act as Fiscal Management Agency and shall receive and disburse funds in accordance with this agreement.

5. The City Manager or City Engineer of the Fiscal Management Agency, as determined herein, is authorized to enter into an agreement for services described in the attached Memorandum of Understanding dated February 1, 1977, with the Executive Director of the Montgomery-Greene County Transportation and Development Planning Program (TCC) for the distribution of the Guidelines.

6. Members or associate members (including all the original agencies participating financially in the preparation of the Guidelines) shall be charged an amount, per book, equal to the cost to the distribution agency.

7. All other persons, agencies, corporations, partnerships, etc. shall be charged, in addition to the cost to the distribution agency, an additional sum per book. Initially, such additional sum shall be set at 50 percent of the cost to the distribution agency.

8. Initially, any governmental agency desiring to join with the parties in the maintenance and distribution of the Guidelines shall be charged a sum of Five Hundred Dollars (\$500.00). Such governmental agencies, in paying the \$500.00, shall be entitled to the following:

- (a) One complete set of the prints of the Engineering Guideline Documents.
- (b) The governmental agency's name placed on the Engineering Guideline Documents as an Associate Member.
- (c) The governmental agency shall be entitled to obtain reproductions of the Engineering Guideline Documents at the governmental agency's expense.
- (d) The governmental agency shall be entitled to participate in the updating process of the Engineering Guideline Documents as a member of the Joint Review and Approval Committee.

9. The cost of administrative and engineering services provided for in this agreement for the maintenance of the Guidelines shall be paid from the monies collected in excess of the distribution cost and from the monies collected from the governmental agencies desiring to join with the parties in the maintenance and distribution of the Guidelines.

10. The Fiscal Management Agency shall hold the sums paid to it under this agreement for use only in accordance with this agreement.

11. Monies collected for this agreement shall be used to pay the outstanding debt incurred in the preparation of the Guidelines. The City of Englewood, at such time the outstanding debt is paid, shall cease being the Fiscal Management Agency for the preparation of the Guidelines.

12. The Fiscal Management Agency shall act only as an agent and shall not be held responsible for the debts incurred through this agreement.

13. This agreement shall become operative at a time of its execution by a majority or more of the political subdivisions or agencies which were a part of the original agreement for the preparation of the Southwest Ohio Engineering Guidelines.

14. This agreement may be executed in any number of counterparts, all of which together shall be considered a single instrument. It shall not be necessary for any counterpart to be signed by more than one party. All counterparts shall be filed with the Fiscal Management Agency which shall be the official depository for this agreement. The Fiscal Management Agency shall send to each party to this agreement a certificate showing the names of the contracting political subdivisions and agencies which have executed this agreement.

IN WITNESS WHEREOF, the \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ County, Ohio, has accepted this agreement.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(date)