

RESOLUTION NO. 40-76

CITY OF CENTERVILLE, OHIO

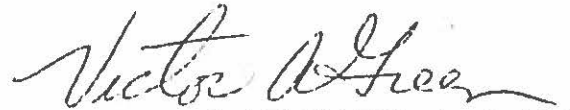
SPONSORED BY COUNCILMAN Charles McWhorter ON THE 13th
DAY OF September, 1976.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO EXECUTE A CONTRACT WITH MONTGOMERY
COUNTY FOR DEVELOPMENT OF A 35 ACRE COMMUNITY
CENTER MASTER PLAN BY A QUALIFIED CONSULTANT.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

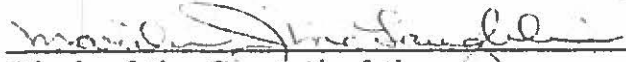
Section 1. That the City Manager is hereby authorized and directed to
execute a contract with Montgomery County for the development of a 35 acre
community center master plan by a qualified consultant, a copy of which
contract is attached hereto, marked Exhibit "A" and incorporated herein.

PASSED this 13th day of September, 1976.



Mayor of the City of Centerville, Ohio

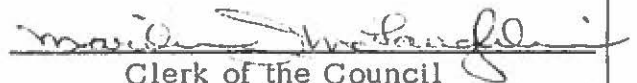
ATTEST:



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.
40-76, passed by the Council of the City of Centerville, Ohio, on the
13th day of September, 1976.



Clerk of the Council

Approved as to form and legality
with existing laws, ordinances, and
charter & code of the City of Centerville, Ohio.

Robert H. ...
Municipal Attorney

A G R E E M E N T

THIS AGREEMENT entered into between the BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, hereinafter called the "County", and City of Centerville, Ohio, herein after called the "Contractor".

W I T N E S S E T H:

1. The Contractor shall establish and/or implement the project known as the " Development of Thirty-five (35) Acre Community Center Master Plan by Qualified Consultant", hereinafter called the work, in accordance with the Appendices to this instrument, which are incorporated herein, as if written, which Appendices are:

Appendix A - A grant from the Federal Government Numbered B-76-UC-39-0004, including all the special conditions thereto.

Appendix B - A list of all the federal assurances required under the regulations for Housing and Community Development Block Grants.

Appendix C - A monthly financial report required by the County.

Appendix D - The grant application for the work.

Appendix E - Federal Management Circular 74-7.

It is understood between the parties that the sole source for funds for payment for the work is the grant from the Federal Government.

2. The Contractor shall furnish personnel to perform the work as described in the appendices hereto. Such personnel shall not be employees of, nor have any contractual relationship with, the County.

3. The Contractor shall not assign all or any part of this agreement without the prior written consent of the County, which consent shall not be unreasonably withheld.

4. The Contractor shall comply with the provisions described in Appendix E as it applies to the letting of contracts and/or procurement of equipment.

5. The Contractor shall perform the work by

July 18, 1977

6. The Contractor will supply, in timely fashion, such information within its control and knowledge as the County may request in order to file the reports required by H.U.D.

7. The Contractor shall provide to the County, or its designee, the Grants Coordinator and the Coordinator of Community Development, monthly narrative progress reports detailing the progress of the work, and append thereto, if requested, samples of materials prepared and/or used in the work during each month. These narrative reports shall be submitted in accordance with all Federal guidelines with which the County must comply in making its reports.

8. The Contractor shall comply with all Federal fiscal guidelines as applicable including providing evidence to the County, prior to being paid any monies under the terms of this agreement, that all personnel involved in fiscal work in connection with the work under this contract have been bonded in accordance with the Federal guidelines, if required thereby.

9. For the services to be performed under this agreement, the County shall pay to the Contractor a sum not to exceed \$11,000 (Eleven thousand dollars)

10. Monthly invoices are to be submitted by the Contractor to the County, or its designee, the Grants Coordinator, demonstrating that the Contractor has performed its obligations under this agreement. Accompanying the monthly invoices will be the check numbers of all checks written for services or supplies or equipment for the work. The total payment to the Contractor each month shall not exceed the sum of the monthly invoices for that month. Unless otherwise specified, the Contractor will supply this information within five (5) days after the first of each month.

11. The County shall provide necessary environmental review procedures. However, should County personnel be unable to perform any special tasks required for the work, the County will obtain necessary special services for such tasks. Any costs thereof shall be charged against the sum to be paid to the Contractor. All costs for required legal notices for the work shall also be charged against the sum to be paid to the Contractor.

12. If the Contractor shall fail to fulfill in reasonable, timely and proper manner, its obligations under this agreement, or if the Contractor shall substantially violate any of the covenants, agreements, or stipulations of this agreement, or if the Federal funds which the County is to receive for this work are terminated, the County shall thereupon have the right to terminate this agreement by giving written notice to Contractor of such termination and specifying an effective date thereof at least fifteen (15) days before the effective date of said termination. In that event, copies of all finished or unfinished work prepared by the Contractor shall become the property of the County, and Contractor shall be entitled to receive compensation for satisfactory work completed under this agreement to the time of the termination, not to exceed the funds made available to the County by the Federal Government. Termination by the County shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this agreement by the Contractor.

13. All amendments to this agreement agreed upon by the parties shall be in writing and made a part of this agreement.

14. There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of race, color, religion, sex or national origin.

14. (Continued) This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert a similar provision in any sub-contract for services covered by this agreement:

15. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident commissioner shall share in any part hereof or any benefits to arise herefrom. Contractor shall execute the equal employment opportunity certificate, which is a part of Paragraph 14.

16. No materials prepared under the terms of this agreement shall be subject to an application for copyright by the Contractor.

17. In the event of any conflict between the provisions of this document and the provisions of Appendix A, B, C, D, or E, it is understood and agreed between the parties that the language of this document shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 1976.

Witnesses:

BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY, OHIO

_____ By _____

_____ By _____

_____ By _____

_____ By _____

_____ Its _____

This instrument prepared by:

LEE C. FALKE, Prosecuting Attorney of Montgomery County, Ohio

By

Lillian M. Kern

Assistant Prosecuting Attorney

CERTIFICATE

I hereby certify that the amount of money required to meet the payments called for in the above Agreement has been lawfully appropriated for such purpose and is in the Treasury or in the process of collection to the credit of an appropriation fund free from previous encumbrances.

Auditor