

RESOLUTION NO. 76-21
CITY OF CENTERVILLE, OHIO

9th SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE
DAY OF August, 2021.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE GEOGRAPHICAL INFORMATION SYSTEM (GIS) FIVE YEAR CONSORTIUM AGREEMENT WITH THE CENTERVILLE-WASHINGTON PARK DISTRICT.

WHEREAS, the City and the Park District entered into a Geographical Information System Five Year Consortium Agreement dated February 20, 2018 (the "Agreement"), to provide the coordination of GIS activities with the City and Park District; and

WHEREAS, it is necessary to amend the Agreement to require the Park District to pay for required software; and

WHEREAS, the park District wishes to continue to utilize the GIS for its own needs; and

WHEREAS, it is in the best interests of the City to allow this access to the GIS by other entities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. The City hereby agrees to enter into the First Amendment to the Geographical Information System (GIS) Five Year Consortium Agreement with the Centerville-Washington Park District and the City Manager is hereby authorized to execute the Agreement in a form substantially similar to the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 9th day of August, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 76-21, passed by the Council of the City of Centerville, Ohio on the 9th day of August, 2021.



Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

Exhibit "A"

**FIRST AMENDMENT TO
CITY OF CENTERVILLE &
CENTERVILLE-WASHINGTON PARK DISTRICT
GEOGRAPHICAL INFORMATION SYSTEM
FIVE YEAR CONSORTIUM AGREEMENT**

This First Amendment to City of Centerville & Centerville-Washington Park District Geographical Information System Five Year Consortium Agreement, made and entered into this _____ day of _____, 2021, by and among the City of Centerville, Ohio, 100 W. Spring Valley Rd, Centerville, OH 45458 (hereinafter called the "City"), and the Centerville-Washington Park District, 221 N. Main Street, Centerville, OH 45459 (hereinafter called the "Park District").

WITNESSETH:

WHEREAS, the City and the Park District entered into a Geographical Information System Five Year Consortium Agreement dated February 20, 2018 (the "Agreement"), to provide the coordination of GIS activities with the City and Park District; and

WHEREAS, it is necessary to amend the Agreement to require the Park District to pay for required software; and

WHEREAS, the City and Park District have the authority to enter into this First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the City and the Park District do hereby promise and agree as follows:

1. Paragraph 5 of the Agreement is hereby amended to read as follows:

The Park District will purchase and host all GIS software from ESRI, Inc. The Coordinator will provide software management of Park District hosted software, training, application development and data maintenance for the Park District. The City also agrees to a one-time credit of the difference in cost between a new ArcGIS Software license from ESRI and the annual maintenance fee. This credit will be applied to the annual service fee.

2. Paragraph 12 of the Agreement is hereby amended to read as follows:

The City agrees to itemize the annual hours dedicated to Park District GIS Operations. The City agrees not to exceed the annual allotment of 300 hours in Year 1 and 150 hours in subsequent years without prior written approval of the Park District. Upon approval, the Park District is obligated to compensate the City on an hourly basis per the hourly

rates listed on Exhibit A. If the City uses fewer hours than projected in a calendar year, the City agrees to carry forward those unused hours to the following year. Any unused hours remaining at the termination of this Agreement shall be forfeited unless both parties agree to an alternative arrangement. The City and Park District agree to credit all unused hours from the beginning of the agreement through 2020 to the 2021 annual service fee. The City also agrees to reduce the annual maintenance fee set forth in Paragraph 10 by Nine Hundred and no/100 Dollars (\$900.00) to Nine Thousand, Six Hundred and Seventy-Five and no/100 Dollars (\$9,675.00), which offsets the costs the City was charging the Park District annually for annual maintenance of the software. Additionally, the City agrees to a one time credit of Eight Hundred Thirty-Seven and no/100 Dollars (\$837.00) for the Park District to pay for a new ArcGIS Desktop Software License in lieu of the Annual Maintenance Fee that would have been charged to the Park District.

3. Except as amended hereby, the Agreement is ratified and confirmed and remains in full force and effect.

4. This Amendment may be signed in several counterparts and, together, shall constitute one document. Facsimile copies of signatures or digitally signed signatures (including scanned signatures attached to an email) shall be acceptable to evidence complete agreement.

CENTERVILLE-WASHINGTON PARK DISTRICT

By: _____

Park District Director

THE CITY OF CENTERVILLE, OHIO

By: _____

Wayne S. Davis
City Manager

APPROVED AS TO FORM:

By: _____

Michelle S. Vollmar

Centerville-Washington Park District Legal Representative

APPROVED AS TO FORM:

By: _____

Scott A. Liberman

City of Centerville Municipal Attorney