

RESOLUTION NO. 02-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Palcher ON THE 8th
DAY OF January, 2024.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO THE GEOGRAPHICAL INFORMATION
SYSTEM (GIS) ONE YEAR SERVICE AGREEMENT WITH
THE CENTERVILLE-WASHINGTON PARK DISTRICT.**

WHEREAS, the City and the Park District previously 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, said Agreement was amended in 2021; and

WHEREAS, said Agreement has expired; and

WHEREAS, the park District wishes to continue to utilize the GIS for its own needs on a year to year basis; 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 Geographical Information System (GIS) One Year Service 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 8th day of January, 2024.



Mayor of the City of Centerville, Ohio

ATTEST:

Denina Liori

Clerk of Council (Acting)
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. 02-24, passed by the Council of the City of Centerville, Ohio on the 8th day of January, 2024.

Denina Liori

Clerk of the Council (Acting)

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

**CITY OF CENTERVILLE &
CENTERVILLE-WASHINGTON PARK DISTRICT
GEOGRAPHICAL INFORMATION SYSTEM
ONE YEAR SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, 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, there is an existing need to provide accurate and current geographical information, to the to the City, the Park District, their respective affiliated agencies, real estate and development professionals and the public; and

WHEREAS, the parties’ geographical areas overlap with similar data; and

WHEREAS, the Park District’s goal is to memorialize its infrastructure into a GIS System for staff operations and the public viewing of parks and layers within; and

WHEREAS, the parties desire to establish support and assistance in the development of GIS through this GIS Service Agreement (Agreement); and

WHEREAS, the coordination of GIS activities within the City and Park District is of importance to both political subdivisions; and

WHEREAS, the City and Park District have the authority to enter into this 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. The Park District will engage the services of the City’s GIS Administrator (Administrator) for the tasks listed in this Agreement. The Administrator’s duties include the maintenance and administration of the Geographical Information System (GIS) in the City of Centerville and other duties as assigned.
2. The Park District will, from time to time, furnish data files to the Administrator for inclusion in the GIS. The City will create, host, maintain, and update Park District GIS files on the City server. The Park District maintains the right to determine the extent to which Park District-provided GIS files shall be accessible to the public through the internet or otherwise.
3. The Administrator will assist in the creation of customized websites or web-based apps to make GIS data available to the Park District over the World Wide Web (Internet). These sites or apps shall be available to the Park District on a 24 hours per day, seven days per week basis, subject to interruptions for maintenance, Internet interruptions beyond the City’s control and/or acts of God.
4. The Administrator will provide mapping capabilities for the Park District and publish GIS data layers as needed.

5. The Administrator will provide software, training, and data maintenance for the Park District.

6. The Administrator and GIS Intern will be regularly available to the Park District and its departments to address GIS related issues.

7. The Park District will be the owner of all its GIS data. The City will assist The Park District with the implementation and recommendation of technology to improve in field data collection. The Park District with the assistance of the City's GIS Intern will be responsible for collecting all field asset data while the City will be responsible for digitizing Park District utilities and layers that can be extracted from the aerial photo, as-built construction drawings or other authoritative documentation.

8. The Park District agrees to pay a Fee to the City within thirty (30) days of the Quarterly billing cycle, calculated based upon the hours accumulated per the GIS Administrator Hourly Rate (\$125.00/Hr.) and the City GIS Intern Hourly Rate (\$50.00/Hr.) and the rate of (\$150.00 per 8-hour day) rental of Global Positioning System (GPS) hardware and/or software systems for the purpose of data collection. All Fees charged, exclusive of the Annual Hosting Fee set forth in Section 9 below, shall not exceed the total of Six Thousand, and no/100 Dollars (\$6000.00). This amount includes assistance as needed for maintenance of all software, public-facing mapping application(s), technical support, training devoted towards Park District GIS Support & Development.

9. The Annual Hosting Fee of \$1500.00 for the purpose of hosting, patching, maintenance, antivirus, and daily, weekly, and monthly backups in accordance with best practices is due within 30 days of execution of the Agreement.

10. The parties shall not pay or be responsible for any additional fees for the acquisition, use, or making available of GIS data for daily operations and expenses, other than the fees specified in Sections 8 above or as otherwise amended and permitted by this Agreement.

11. This Agreement shall continue in effect for a period of one (1) year from the execution date of this Agreement. This Agreement may be amended at any time by mutual agreement of the City and the Park District. This Agreement may be terminated by either party presenting the other party written notice of such intent to terminate for any reason, or no reason. Such termination shall be effective sixty (60) days after receipt of the written intent to terminate by the receiving party. Upon termination of this Agreement, no further work in association with this Agreement shall be conducted and all assets and data shall be returned to their respective owner within sixty (60) days. Fees shall be paid or refunded on a pro-rated basis within sixty (60) days of the effective date of termination.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

13. In the event that any provision of this Agreement is determined to be unlawful or contrary to public policy, such provision shall be severed herefrom and shall be deemed null and void but shall in no way affect the remaining provisions set forth herein.

14. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within sixty (60) days before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that parties are unable to agree on a mediator, a mediator shall be appointed by the City. Each party is to equally bear the expense of the mediator.

CENTERVILLE-WASHINGTON PARK DISTRICT

By: _____
Kristen Marks
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