

**RESOLUTION NO. 2016-96**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ERIE COUNTY, OHIO FOR GEOGRAPHICAL INFORMATION SYSTEM (GIS) COST SHARING FOR THE PERIOD OF 2017-2022 IN THE AMOUNT OF SEVEN THOUSAND TWO HUNDRED NINETY FIVE AND 41/100 DOLLARS (\$7,295.41) ANNUALLY**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

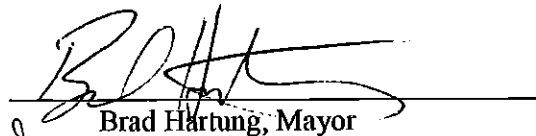
**SECTION 1.** That the City Manager be, and he hereby is, authorized and directed to enter into an agreement with Erie County, Ohio for geographical information system cost sharing for the years 2017-2022 at an annual cost of Seven Thousand Two Hundred Ninety Five and 41/00 (\$7,295.41), which agreement shall be in substantially the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

ATTEST:

  
Clerk of Council

  
Brad Hartung, Mayor

ADOPTED:

**NOV 22 2016**

**ERIE COUNTY GEOGRAPHICAL INFORMATION SYSTEM  
2017-2022 COST SHARE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_, a political subdivision and existing under the laws of the State of Ohio (hereinafter called the "political subdivision"), duly authorized by Ordinance/Resolution passed by its council/ board of trustees on \_\_\_\_\_, 2016 and the County of Erie, a political subdivision organized and existing under the laws of the State of Ohio (hereinafter called the "County"), duly authorized by Resolution adopted by its Board of County Commissioners on \_\_\_\_\_, 2016.

**WITNESSETH:**

WHEREAS, there is an existing need to provide accurate and current geographical information systems (GIS), to be utilized by the County and any or all subdivisions to effectively communicate mission related information. This information will be provided through this GIS cost share agreement. The application software, training, data and data maintenance will be made available to all participants via this agreement.

WHEREAS, GIS projects will be reviewed by the GIS Advisory Board established. The annual budget generated by this agreement will fund GIS projects that the GIS Advisory Board approves annually.

WHEREAS, the coordination of GIS activities within the area of Erie County is of importance to all of the political subdivision therein; and

WHEREAS, the County of Erie desires to effect such necessary coordination entering into agreements, in the manner provided by law, Ohio Revised Code, Section 307.15, with the various political subdivisions.

WHEREAS, it is further declared to be the purpose of this Agreement and policy of the County of Erie that all GIS functions of the County be coordinated to the maximum extent with comparable functions of the State of Ohio and of the Federal Government, including their various departments and agencies, and all Erie County subdivisions to regionalize our efforts; and

WHEREAS, it is hereby found and declared to be necessary to enter into an Agreement with the County so that the required program for GIS is provided to the political subdivision by the County.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and the political subdivision do hereby promise and agree that:

The County will coordinate the GIS activities of each party hereto and to exercise for and on behalf of each party hereto such power and authority incident thereto as it may lawfully do, consistent with State statutes and such regulations as have been or shall be promulgated by the Governor of the State.

The County Auditor has employed a full-time GIS Coordinator who will report to the public via the Board of County Commissioners of Erie County, Ohio public meeting on a quarterly basis. The Coordinator's duties will include the Geographical Information System in Erie County and other duties as assigned by the County.

There shall be created a GIS Advisory Board to help bring specific concerns or problems of the political subdivisions to the Coordinator and the County Commissioners.

This board shall consist of the following members or their designee:

One member, an elected official from the Board of County Commissioners of Erie County, Ohio or an appointee.

One member from the City of Sandusky, appointed by the City Manager.

One member from the City of Vermilion, appointed by the City Council.

One member from the City of Huron, appointed by the City Manager.

One member from each of the townships of Erie County, who are signators to this agreement.

One member, from the villages of Erie County, who are signature to this agreement.

One member from the Erie County Engineer's Office.

One member from the Erie County Sheriff's Department.

One member from the Erie County Emergency Management Agency.

One member from the Erie County Department of Environmental Services.

One member from the Erie Soil & Water District.

One member from the Erie County Health District.

One member from the Erie County Auditor's Office.

One member from the Erie Regional Planning Department.

One member from the Erie MetroParks.

The GIS Coordinator will act as secretary for the GIS Advisory Board. A President and Vice President shall be elected at the first meeting of the Board to serve for a (1) year term. The GIS Advisory Board shall follow Robert's Rules of Order. The Board shall meet in open meeting twice a year (in the months of October and April), or more often if needed. The meetings will be called by the President of the Board, the GIS Coordinator or any three members of the Board and shall be subject to Ohio Sunshine law, R.C. 121.22, each member of the Board shall serve for a three (1) year term.

The County shall prepare a budget for each year. The funds provided for in said budget and all funds received from whatever source, or by whatever means for GIS by the County shall be paid to the Treasurer of Erie County into a special account designated for GIS purposes in the Real Estate Assessment Fund.

Each participating political subdivision hereto agrees to pay annually to the County within thirty (30) days of invoice therefore, the amount assessed against it by the County for said services performed and to be performed as hereinbefore provided, and to do and perform all and singular, the obligations herein assumed. Future invoices to all participants of this agreement will be sent in November of each year to cover GIS costs in the following year. The amount assessed has been determined by the GIS Advisory Board Finance Subcommittee, based on the per capita model. (See attached Exhibit A).

If during 2011 or any ensuing year, the GIS Advisory Board feels, with reasonable notice and input from the participants and the Board of County Commissioners of Erie County, Ohio, that a fee change is warranted based upon a change in GIS operating or capital costs, a request to change said charge will be presented to the County Commissioners during the month of November by the GIS Advisory Board. No participant's annual fee may increase more than ten (10) percent annually without all participants agreeing to the increase.

This Agreement may be terminated or amended at any time by mutual agreement of all the parties hereto, and may be terminated by any party at the end of the calendar year by action of its legislative authority and service of written notice thereof on the Board of County Commissioners of Erie County, Ohio, not less than ninety (90) days prior to the end of said calendar year.

All obligations contained in prior Erie County GIS Agreements are hereby declared null and void.

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.

IN WITNESS WHEREOF, the County and the political subdivision have caused this Agreement to be executed by the respective proper officers and officials of the County and political subdivision hereunto duly authorized as of the day and year first above written.

APPROVE TO CONTENT:

By: \_\_\_\_\_  
Erie County Health Department

BOARD OF COUNTY COMMISSIONERS  
OF ERIE COUNTY, OHIO

By: \_\_\_\_\_  
Erie County Auditor's Office

\_\_\_\_\_  
Thomas M. Ferrell, Jr.

By: \_\_\_\_\_  
Erie County Engineer's Office

\_\_\_\_\_  
Pat Shenigo

By: \_\_\_\_\_  
Erie County Sheriff's Office

\_\_\_\_\_  
William Monaghan

By: \_\_\_\_\_  
Erie County Soil & Water

By: \_\_\_\_\_  
Erie County EMA

By: \_\_\_\_\_  
Erie County DOES

By: \_\_\_\_\_  
Erie Regional Planning Commission

APPROVED AS TO FORM

\_\_\_\_\_  
Gary A. Lickfelt  
Assistant Prosecuting Attorney

**PERKINS TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BERLIN TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FLORENCE TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GROTON TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VERMILION TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HURON TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MARGARETTA TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MILAN TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OXFORD TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VILLAGE OF KELLEYS ISLAND

By: \_\_\_\_\_

VILLAGE OF MILAN

By: \_\_\_\_\_

CITY OF HURON

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_

CITY OF VERMILION

By: \_\_\_\_\_

ERIE METROPARKS

By: \_\_\_\_\_

## EXHIBIT "A"

The annual charge to Berlin Township Trustees will be \$ 3,070.63 .  
(Jurisdiction name)

The annual charge to Florence Township Trustees will be \$ 2,498.14 .  
(Jurisdiction name)

The annual charge to Groton Township Trustees will be \$ 1,456.23 .  
(Jurisdiction name)

The annual charge to Huron Township Trustees will be \$ 3,620.66 .  
(Jurisdiction name)

The annual charge to Margaretta Township Trustees will be \$ 4,589.10 .  
(Jurisdiction name)

The annual charge to Milan Township Trustees will be \$ 2,655.29 .  
(Jurisdiction name)

The annual charge to Oxford Township Trustees will be \$ 1,225.60 .  
(Jurisdiction name)

The annual charge to Perkins Township Trustees will be \$ 12,451.90 .  
(Jurisdiction name)

The annual charge to Vermilion Township Trustees will be \$ 5,046.28 .  
(Jurisdiction name)

The annual charge to City of Sandusky will be \$ 26,321.25 .  
(Jurisdiction name)

The annual charge to City of Huron will be \$ 7,295.41 .  
(Jurisdiction name)

The annual charge to City of Vermilion will be \$ 5,038.11 .  
(Jurisdiction name)

**EXHIBIT "A" (Continued)**

The annual charge to Village of Kelleys Island will be \$ 500 .  
(Jurisdiction name)

The annual charge to Village of Milan will be \$ 1,395.00 .  
(Jurisdiction name)

The annual charge to Village of Bayview will be \$ 644.94 .  
(Jurisdiction name)

The annual charge to Village of Berlin Heights will be \$ 728.62 .  
(Jurisdiction name)

The annual charge to Village of Castalia will be \$ 869.45 .  
(Jurisdiction name)

The annual charge to Erie County will be \$ 79,225.00 .  
(Jurisdiction name)



**Example:**

**CERTIFICATE OF FUNDS**

I hereby certify that the money required for this contract or expenditure is in the Treasury to the credit of the fund which it is to be drawn and is not now appropriated for any other purpose.

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**Note: Each participating political subdivision's treasurer and or clerk/treasurer should supply the proper certificate.**