

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2024-24**

**AGREEMENT FOR INCLUSION OF VILLAGE OF YELLOW SPRINGS ZONING
CLASSIFICATIONS ON THE GREENE COUNTY GIS MAPPING SYSTEM**

WHEREAS Village of Yellow Springs, Board of Commissioners for Greene County, Greene County Automatic Data Processing Board, Greene County GIS Department, and Greene County Auditor, collectively referred to herein as the “parties,” agree the public will benefit from the inclusion of Village of Yellow Springs’s zoning classifications on the Greene County GIS mapping system; and

WHEREAS, the parties herein desire to clarify liability for any negligent acts or omissions made under this agreement; and

WHEREAS, Village of Yellow Springs is a political subdivision under the laws of the State of Ohio and may not create future unknown expenses without first levying/appropriating funds to cover that indebtedness (OH Const. art. XII, §11 and 57 Ohio Rev. Code §5705.41) and, as such, the Village cannot agree to indemnify or hold harmless (1999 Op. Att’y Gen. No. 99-049); and

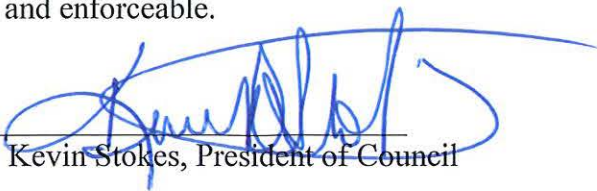
WHEREAS, pursuant to Chapter 2744 of the Ohio Revised Code, a political subdivision is generally not liable in damages in a civil action for injury, death, or loss to a person or property allegedly caused by any act or omission of the political subdivision or an employee of the political subdivision in connection with a governmental or proprietary function.

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO
HEREBY RESOLVES THAT:**

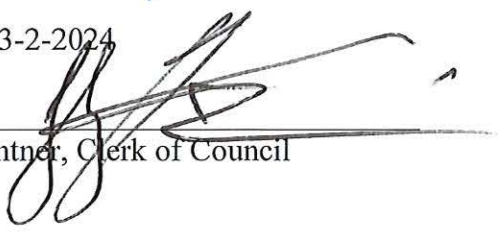
SECTION 1. It is in the public interest to provide Village of Yellow Springs zoning information on Greene County’s GIS mapping system.

SECTION 2. Each party named herein shall be responsible for any negligent acts or negligent omissions by or through itself or its officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other. Further, nothing in this Agreement shall be construed to limit any immunity to which any party may be entitled under Chapter 2744 of the Ohio Revised Code.

SECTION 3. The parties agree that this Agreement is controlled by the laws of the State of Ohio. If any part of the Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.


Signed: Kevin Stokes, President of Council

Passed: 3-2-2024

Attest: 
Judy Kintner, Clerk of Council

ROLL CALL:

Kevin Stokes_Y__

Gavin DeVore Leonard__Y__

Carmen Brown_Y__

Brian Housh__Y__ Trish Gustafson_ABSENT__

[signature page follows]

THEREFORE, the acceptance of this Agreement is indicated by the signatures below.

BOARD OF COMMISSIONERS FOR GREENE COUNTY, OHIO, BY:

Official/Title: _____

Date: _____

VILLAGE OF YELLOW SPRINGS, OHIO BY:

Official/Title: _____

Date: _____

REGIONAL PLANNING AND COORDINATING COMMISSION PRESIDENT BY:

Official/Title: _____

Date: _____

REGIONAL PLANNING AND COORDINATING COMMISSION SECRETARY BY:

Official/Title: _____

Date: _____

GREENE COUNTY AUTOMATIC DATA PROCESSING BOARD BY:

Official/Title: _____

Date: _____

GREENE COUNTY GIS DEPARTMENT BY:

Official/Title: _____

Date: _____

GREENE COUNTY AUDITOR BY:

Official/Title: _____

Date: _____

Approved as to Form:

Approved as to Form:

Stephen K. Haller
Civil Division Chief

Cheri L. Stout
Assistant Prosecuting Attorney