

RESOLUTION NO. 28-13
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gresham ON
THE 17th DAY OF June, 2013.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) REGARDING DEVELOPING A SCHOOL TRAVEL PLAN IN THE CITY OF CENTERVILLE PURSUANT TO A SAFE ROUTES TO SCHOOL FUNDING GRANT.

WHEREAS, the City of Centerville made application to The Ohio Department of Transportation (ODOT) for a safe routes to school funding grant; and

WHEREAS, ODOT requires a Memorandum of Understanding be entered into to set forth the tasks of the parties under the grant; and

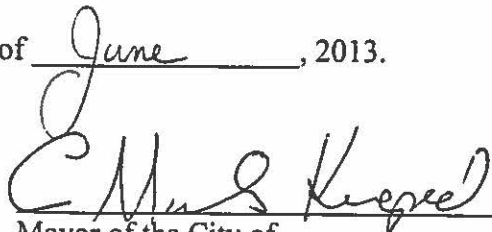
WHEREAS, the Memorandum of Understanding once agreed upon, may become the basis for the agreement between the parties;

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute a Memorandum of Understanding with ODOT in substantial conformity to the document attached hereto, marked Exhibit "A" and incorporated herein.

Section 2. This Resolution shall take effect at the earliest date allowed by law.

PASSED THIS 17th day of June, 2013.



Mayor of the City of
Centerville, Ohio

ATTEST:

Debra A. James
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. 28-13, passed by the Council of the City of Centerville, Ohio on the 17th day of June, 2013.

Debra A. James
Clerk of the Council

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

ODOT AGREEMENT NO.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION,
AND {Insert Applicant Name Here}**

This Memorandum of Understanding (MOU) is made among: the Ohio Department of Transportation, (ODOT), having an address of 1980 West Broad Street, Columbus, Ohio 43223; {Insert Applicant Name Here}, having an address of {Insert Applicant Address Here}.

1. PURPOSE

- 1.1 ODOT agrees to assist the applicant, through an ODOT task order, in developing a school travel plan for the following schools: Cline Elementary School, Magsig Middle School, Stingley Elementary School and Tower Heights Middle School.
- 1.2 {Insert Applicant Name Here} agrees to complete the following tasks prior to School Travel Plan Development to assist ODOT task order engineer:
1. Parent Surveys and School Tallies for each school named.
(<http://www.saferoutesinfo.org/data-central>)
 2. Assemble team as stated in STP Guidelines.
(<http://www.dot.state.oh.us/Divisions/Planning/SPPM/MajorPrograms/SafeRoutes/Pages/School%20Travel%20Plan.aspx>)
- 1.3 {Insert Applicant Name Here} agrees to complete the following tasks to assist ODOT task order engineer:
1. Identify community SRTS team members (at least one representative for each E: Engineering, Education, Encouragement, Enforcement and Evaluation)
 2. Set up meeting locations
 3. Community SRTS team will assist ODOT team with gathering community specific information
 4. Obtain support for final STP
 5. Submit Final STP to ODOT for approval
- 1.4 Communities will use the School Travel Plan to implement their Safe Routes to School Programs. The plan will contain countermeasures for each of the 5 E's of SRTS. The plan is a requirement for applying for future SRTS projects with ODOT.

2. EFFECTIVE DATE; TERMINATION

- 2.1 This MOU shall commence upon valid execution by all parties and shall expire on March 1, 2014.
- 2.2 Either party may unilaterally terminate this contract with 5 days written notice to the other party.

3. GENERAL PROVISIONS

- 3.1 The parties agree that the rights granted under this MOU shall be used solely by each other and that such rights are non-transferable or assignable without the express written consent of all parties.
- 3.2 This MOU shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 3.3 This MOU constitutes the entire agreement between the parties, and any changes or modifications to this MOU shall be made and agreed to by ODOT and {Insert Applicant Name Here} in writing.
- 3.4 This MOU shall be amended by a separate writing signed by all of the parties. Each amendment shall be incorporated as if fully rewritten into this agreement.
- 3.5 This MOU is subject to the determination by the parties that sufficient funds have been appropriated by the General Assembly to the respective agencies for the purposes of this MOU and to the certification of funds by the Office of Budget and management, as required by Ohio Revised Code Section 126.07. If any party determines that sufficient funds have not been appropriated for the purpose of this MOU, or if the Office of Budget and Management fails to certify the availability of funds, this MOU will terminate on the date that funding expires, without any further obligation of the parties.

4. SIGNATURES

- 4.1 Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused the MOU to be duly executed in duplicate as of the last day and year written below.

**OHIO DEPARTMENT OF
TRANSPORTATION**

{APPLICANT}

By: _____
Jerry Wray, Director

By: _____
Name, Title

Date: _____

Date: _____