# RESOLUTION NO. 58-80

## CITY OF CENTERVILLE, OHIO

SPONSORED	BY COUNCILMAN	Nove L	=146	ON	THE_	1544	_
DAY OF	December	,	1980.				
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	A DESCRIPTION AND	TUADITING AND	DIDECTING THE	CITY MANAGE	- P		

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CENTERVILLE, OHIO, AND THE OHIO DEPARTMENT OF HIGHWAY SAFETY TO PROVIDE A TRAFFIC SAFETY EDUCATIONAL PROGRAM RELATING TO MOTOR VEHICLE, BICYCLE/MOPED AND PEDESTRIAN SAFETY.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the Council of the City of Centerville, Ohio, hereby authorizes and directs the City Manager to execute an Agreement between the City of Centerville, Ohio, and the Ohio Department of Highway Safety to provide a traffic safety educational program relating to motor vehicle, bicycle/moped and pedestrian safety. The program will contain audio/visual aids and will be presented to schools, churches and community civic groups. The Agreement, a copy of which is attached hereto, marked Exhibit "A", is hereby incorporated and made a part of this Resolution.

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

PASSED this 15th day of Dececut

1980.

Mayor of the City of Centerville, Ohio

ATTEST:

Clerk of the Council of the City of Centerville, Ohio

## CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 58-8c, passed by the Council of the City of Centerville, Ohio, on the 68-8c day of 68-8c, 1980.

Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law Robert N. Farquhar Municipal Attorney

## AGREEMENT

## PERTAINING TO THE OWNERSHIP OF EQUIPMENT OBTAINED UNDER THE STATE AND FEDERAL HIGHWAY SAFETY PROGRAM

	THIS AGREEMENT made and entered into this x	day of
19	, by and between the	hereinafter
designa	ated as the Contractor, and the Ohio Department	of Highway Safety, here-
inafter	designated as the Department,	
WITNESS	SETH:	

WHEREAS, in accordance with the provisions of the Federal Highway Safety Act of 1966, and subsequent amendments thereto, the Contractor desires to avail itself of the benefits of Chapter 1, Title 23, U.S. Code, which among other things includes the acquisition of equipment and non-expendable materials under the state and community Highway Safety Program provisions of said act, and

WHEREAS, Federal participation in Highway Safety Act projects requires that such equipment and materials must be used only in the State Highway Safety Program, and further provides that in a case where the equipment and materials are to be used on projects other than Highway Safety Programs at the conclusion of the Highway Safety project for which such equipment and materials were obtained, the project cost shall be reduced by the residual value, if any, of the equipment and non-expendable materials which had been so acquired directly for the approved project now completed.

NOW THEREFORE, in consideration of the foregoing, the Contractor hereby agrees with the Department that the Federal share of project costs for any such Highway Safety Act project contracted for under the provisions of said Highway Safety Act shall be reduced by the residual value, if any, of equipment and non-expendable materials acquired directly for an approved project and remaining on hand at the conclusion thereof to be used on projects other than Highway Safety programs, and further agrees that, for completed projects, to refund to the Department the Federal share of the amount of such residual value at such time as such equipment and non-expendable materials cease to be used in the approved project and are to be used on projects other than Highway Safety programs.

The following provisions should be followed:

a. The Contractor is responsible for maintaining control of nonexpendable equipment bought in whole or part with federal funds, even if such equipment is contracted out to local branches of government.

- b. The Contractor is responsible for tagging an identifying number supplied by the Office of the Governor's Highway Safety Representative to each piece of non-expendable equipment purchased in whole or in part with federal funds.
- c. Any disposition of non-expendable equipment, such as lost, stolen, or damaged, should be immediately reported to the Department, the Office of the Governor's Highway Safety Representative.
- d. The Contractor is responsible for submitting a completed annual inspection card (GR-301-D or its substitute) to the Office of the Governor's Highway Safety Representative for each piece of non-expendable equipment.

Such provisions are the present minimum standards and may be amended or altered by the Department upon timely notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives to become effective the day of 1980.

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## PROJECT AGREEMENT

(Public Law 69-564, Section 402)

	Centerville Police	Department	DATE SUBMITTED 5/9/80
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MODULETITLE	· MODULE NUMBER	FEDERAL 402 FUND	LOCAL BENEFIT
Crash Reduction.	81-03	12,200	12,200
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34.	by the undersigned that the grant co		
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itle APPROVAL AND AUTHO Approval and authorization of this Agreement (see over		Telephone No. 5  Effort is hereby granted s  -564 as amended, applica	ubject to the General Terms and Corble Federal and State rules and regu
itle APPROVAL AND AUTHO Approval and authorization of this Agreement (see over	RIZATION TO PROCEED to proceed with this Highway Safety r), those imposed by Public Law 89- listed on each Task Information She	Felephone No. 5  Effort is hereby granted s  564 as amended, applicated thereby incorporated as	ubject to the General Terms and Corble Federal and State rules and regu

in the D. Corwood Donuty Director

#### TASK IDENTIFICATION

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P Number _ 81	-03-01 GN			- 4		Training P	rogram	ıs
ency Code		Agency	Name Cen	terville P	olice De	partment		
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### TASK SCOPE OF WORK

## Description

Provide a traffic safety educational program relating to motor vehicle, bicycle/moped and pedestrian safety. These programs will contain audio/visual aids. The presentations will be made to schools, churches, and community civic groups. Four presentations will be developed. The participation in a safety square for pre-school children for five days per week for a six week period is authorized.

The program will be in two phases: a development of the programs which should be submitted to GNSR prior to implementation for approval; and the actual presentation.

The purchase of a 16mm film projector, audio/visual slide projector, overhead projector, projection screen, transparency mailer, and slide maker, in the amount of §2,200, is authorized. The purchase of training films in the amount of \$4,000 is authorized; however,

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