

RESOLUTION

WHEREAS, The City Council of the City of Morgantown, West Virginia, met on November 19, 2013, and passed the following resolution:

BE IT RESOLVED THAT THE CITY OF MORGANTOWN hereby authorizes its City Manager, Jeff Mikorski, to act on its behalf to enter into an agreement with the West Virginia Division of Motor Vehicles to apply, receive, and administer grant funds pursuant to provisions of the West Virginia Governor's Highway Safety Program.

MAYOR

CITY CLERK

GRANT CONTRACT AGREEMENT
BETWEEN THE
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF MOTOR VEHICLES
AND
CITY OF MORGANTOWN
F14HS-18

This **AGREEMENT**, entered into this 1st day of October 2013, by the Secretary of Administration, for and on behalf of the State of West Virginia, Department of Transportation, Division of Motor Vehicles hereinafter referred to as "DMV," and The City of Morgantown hereinafter referred to as "Subgrantee."

Whereas, DMV is the recipient of a National Highway Traffic Safety Administration appropriation from the United States Department of Transportation, and

Whereas, the Subgrantee is an eligible applicant, who is desirous of receiving funds to **maintain the Traffic Safety Program.**

Now, therefore, the parties hereto mutually agree as follows:

1. The Subgrantee agrees to comply with all applicable federal and state laws and rules, regulations and policies promulgated thereunder.
2. DMV agrees to assist the Subgrantee to perform such tasks and functions as set forth in the application which is attached hereto and made part hereof, hereinafter referred to as Attachment A.
3. The Subgrantee shall do, perform, and carry out in a satisfactory manner as determined by DMV all duties, tasks and functions necessary to implement the application which is hereto attached as Attachment A.
4. The Subgrantee shall commence its duties under this Agreement on October 1, 2013, and continue those services/activities through September 30, 2014. The terms of this Agreement may only be extended or modified by the mutual written agreement of the parties hereto.

5. In consideration of the services rendered by the Subgrantee, the sum of up to **\$110,000** shall be obligated by DMV and said amount shall be deemed to be the maximum compensation to be received for this agreement unless a written modification is entered into between the parties amending the Agreement.
6. It is the understanding of all parties, to this Agreement; that DMV by joining in the Agreement neither pledges, nor promises to pledge, the credit of the State of West Virginia, nor does it promise payment of the compensation hereunder from monies from the "Treasury of the State of West Virginia."
7. To be eligible for any and all payments of the grant amount, the Subgrantee shall submit a Request for Reimbursement no more frequently than once a month to DMV. Upon receipt of said request, DMV shall review the same for reasonableness and appropriateness; and if approved, will cause a warrant to be requested on that sum considered reasonable and appropriate. It is expressly understood that the total compensation shall not exceed the amount set forth in Paragraph Five hereinbefore cited and said compensation will be expended only as outlined in the budget sections of Attachment A, unless written approval of modification of the budget is signed by the parties hereto. The Subgrantee shall submit both a fiscal report detailing expenditures and a narrative progress report on a monthly basis by the 20th day of the following month.
8. The Subgrantee hereby represents that it possesses the legal authority to contract for this Agreement. Furthermore that attached hereto and made a part hereof as Attachment B is a certified copy of the resolution, or motion of similar action, which the Subgrantee's governing body has clearly adopted or passed; and further, that it has directed and authorized an official representative to act in connection with this Agreement. If the Subgrantee is a State agency, the completed application signed by the agency head is sufficient.
9. The Subgrantee agrees to abide by the grant conditions, terms, assurances and certifications which are a part of Attachment A and such other special terms and conditions that DMV has set forth in Attachment C which is incorporated herein and made part hereof, if said Special Conditions are appropriate to this Agreement.
10. If, through any cause, the Subgrantee shall fail to fulfill in a necessary and proper manner his obligations under this Agreement, the DMV may withhold payments to the Subgrantee upon notice in writing, suspend, or cancel this Agreement and Attachments. The notice of withholding payments, suspension, or cancellation should set forth the DMV reasons for taking said action.
11. DMV and Subgrantee may from time to time require changes in the scope of services performed hereunder. Subgrantee agrees to submit a written request for modification prior to changing any budget line item. All such changes, including any increase or decrease in the amount of compensation here-under or work to be performed, which are mutually agreed upon between the parties shall be in writing.

12. If for any reason funds received by DMV are suspended or terminated, in whole or in part, funding for this agreement shall cease.
13. The Subgrantee shall within the time period prescribed by grant conditions upon the termination of the Agreement, submit to DMV a final report on forms provided by DMV. Said reports shall reflect actual costs incurred during the terms of this Agreement.
14. The parties hereto agree that notice shall be given by personal service or served when mailed certified US Mail, postage prepaid, return receipt requested to the following addresses:
 - a. Governor's Highway Safety Program
5707 MacCorkle Avenue, SE
P. O. Box 17600
Charleston, West Virginia 25317-0010
 - b. **Subgrantee Mailing Address:**
City of Morgantown
389 Spruce Street
Morgantown, West Virginia 26505
15. The Subgrantee shall hold and save DMV and its officers, agents, and employees harmless from liability of any nature, including cost and expense, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, agent, or representative of the Subgrantee.

IN WITNESS WHEREOF, the parties hereto attach their signatures representing that each is acting with full authority.

Jeff Mikorski
City Manager
City of Morgantown

Steven O. Dale
Commissioner
WV Division of Motor Vehicles