

(c)



ALLEGHENY COUNTY  
CONTRACT LOG  
CONTRACT ADMINISTRATOR  
412-350-7377

5-10

**EXECUTIVE ACTION NUMBER 5423-10**

**Executive Action Date Approved** 3/18/2010

**Date received from Law Department** 5/4/10

**Date Signed by County Manager** 5/6/10

**Date forwarded to Controller** 5-7-2010

**Date received from Controller**

**Date returned to Department**

**To: DIRECTOR**

**Department:** Public Works

**From: COUNTY MANAGER**

When billing please refer

Agreement#:

**Contract prepared for:** STEEL VALLEY TRAIL COUNCIL

82602

**Description:**

Authorization for amending EA No. 5071-08 to enter into a Management Contract with the Steel Valley Trail Council to develop, maintain, administer and operate the Steel Valley Trail on County-owned property (ZTSH-9301)

Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc: Controller

Vendor: STEEL VALLEY TRAIL COUNCIL

Contract Type OJ



Order Number 82602



Vendor Number 1183795



Dept Name Public Works Capital



Vendor Name STEEL VALLEY TRAIL COUNCIL



Start Date 2/16/2010



End Date 2/16/2020



Executive Action # 5423-10



MANAGEMENT CONTRACT

MADE AND ENTERED into this 18 day of MAR, 2010 by and between the STEEL VALLEY TRAIL COUNCIL, a Pennsylvania non-profit corporation with mailing address of P.O. Box 318, Homestead, Pennsylvania 15120, hereinafter called "SVTC",

AND

COUNTY OF ALLEGHENY, a political subdivision of The Commonwealth of Pennsylvania, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, SVTC, desires to operate, develop, maintain, manage and administer approximately 19 miles of transportation and recreational trail, known as the Steel Valley Trail, hereinafter called the "Trail"; and

WHEREAS, the Trail is defined as the trail surface, which is generally 12 feet in width, necessary drainage, parking areas, access walkways, fencing, gates, bridges, tunnels, adjacent greenways, including landscaped and natural areas and barriers to control access, signs to mark the Trail, to provide information related to the Trail and for interpretive purposes, trail facilities also including any benches, picnic tables, trash cans, chemical toilets and restroom facilities and bicycle racks; and

WHEREAS, the Trail is located within Allegheny County along the Monongahela River through the Boroughs of West Homestead, Homestead, Glassport, Clairton, Munhall, Rankin, Swissvale, Whitaker, West Mifflin and the Cities of Duquesne and McKeesport, and including any branches and connections deemed appropriate, and is more fully described in a Location Map thereof, marked Exhibit A; and

WHEREAS, COUNTY and SVTC have entered into a Public-Private Partnership Agreement No. 70963 dated March 15, 2007 to provide resources, when available, for the construction, administration, operation and maintenance of the Trail; and

WHEREAS, the SVTC has provided funds to assist the COUNTY in the purchase of a portion of the right-of-way under Agreement No. 7096304, and

WHEREAS, COUNTY has already acquired the Riverton Bridge over the Monongahela River between the Cities of Duquesne and McKeesport and certain real estate parcels for portions of the Trail; and may acquire more under the terms of its Public-Private Partnership Agreement; and

WHEREAS, the SVTC is a chapter member of the Regional Trail Corporation (RTC), a Pennsylvania non-profit corporation, with certain members of the SVTC Board of Directors appointed by COUNTY; and

WHEREAS, some additional portions of the Trail are currently owned by the RTC, and not owned by the COUNTY; and

WHEREAS, the COUNTY desires to retain the skills and services of SVTC to manage the Trail under the terms and conditions hereinafter set forth; and

WHEREAS, COUNTY deems entering into a Management Contract with SVTC to be in the public interest.

NOW, THEREFORE, the parties intending to be legally bound agree as follows:

1. COUNTY agrees to retain the services of the SVTC, in consideration of ONE (\$1.00) DOLLAR, payment of which is hereby acknowledged, to develop, construct, administer and maintain the portions of the Trail owned by the COUNTY, hereinafter called "SVTCP", for the term of twenty-five (25) years from the date of execution of this Agreement and shall continue on a year to year basis thereafter with either party having the

right to terminate by giving the other sixty (60) days written notice prior to the anniversary date thereof.

2. Unless it receives a written request from SVTC to the contrary, COUNTY agrees to continue maintaining navigation lights on the Riverton Bridge over the Monongahela River, and provide other services and resources, when available, as described by the terms of its Public-Private Partnership Agreement, No. 70963 dated March 15, 2007, upon written request by SVTC, only after approval by the County Executive.

3. In the event of termination, any funds raised and held by the SVTC exclusively for the maintenance and operation of the SVTCP shall be turned over to the COUNTY on said anniversary date.

4. Notwithstanding any other provisions contained herein, if the COUNTY gives SVTC written notice of SVTC's failure to comply with the terms and conditions contained herein and SVTC fails to comply or correct said event of default within fifteen (15) days of said notice, then COUNTY may terminate this Agreement and the Public-Private Partnership Agreement between the parties hereto, by giving SVTC thirty (30) days prior written notice. Any funds held by SVTC exclusively for the maintenance and operation of the SVTCP shall be turned over to COUNTY within said thirty (30) day notice period.

5. SVTC agrees to develop, construct, administer and maintain a transportation and recreational trail on the SVTCP in accordance with trail standards developed by the Regional Trail Corporation and American Association of State Highway and Transportation Officials.

6. SVTC agrees that it shall, at all times, develop, construct, administer and maintain the SVTCP in a safe, proper and legal manner.

7. Annual plans and specifications for all additions, improvements, alterations, repairs or renovations of the SVTCP shall be submitted to the COUNTY Director of Public Works, hereinafter referred to as "Director", for his approval, at least thirty (30) days in advance of each calendar year.

8. All additions, improvements, alterations, repairs or renovations to the SVTCP shall become the sole property of the COUNTY upon completion thereof.

9. The parties agree that easements, licenses, leases, covenants, agreements or privileges in the SVTCP, except for operational activities including, but not limited to, group rides or organized rides and races, shall not be granted unless mutually agreed to by both parties. Additionally it is understood that any easement, license, lease, covenant, agreement mutually agreed on must be authorized by the majority of the members of County Council.

10. For so long as this agreement is in effect, COUNTY agrees and does hereby grant SVTC the right to receive all rental payments, fees and other revenues earned under any easement, license, lease, covenant, agreement or privilege (or extension or renewal thereof) pertaining to the SVTCP, provided that, all such fees shall be applied exclusively to the acquisition, construction, administration, development, operation, maintenance and monitoring of the SVTCP and shall be accounted for annually by SVTC to the COUNTY. Any donations restricted to the acquisition, construction, administration, development, operation, maintenance in monitoring of the SVTCP shall likewise be deposited in said account and shall similarly be accounted for on an annual basis by SVTC.

11. SVTC shall provide minutes and reports of all meetings and studies to the Director or his designated representative within fourteen (14) days of each meeting or report presentation.

12. SVTC shall permit the COUNTY or the COUNTY Controller, upon five (5) days prior notice the right to audit all the books and records of SVTC. SVTC shall supply COUNTY or the COUNTY Controller with any information requested in relation to such an audit.

13. SVTC agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents, employees, successors and assigns, from and against all liability, claims and actions, based upon or arising out of any breach of an obligation assumed herein, or loss of or damage to property including any damage to or destruction of the environment whatsoever (including without limitation land, air, water, wildlife and vegetation); or injuries to or death of persons, caused by the acts or omissions of SVTC, or its agents, employees, guests, invitees, contractors, suppliers of materials, or furnishers of service in the development, construction, administration and maintenance of the Trail; provided, however, that this provision shall not confer any rights upon third parties including any contractors hired by the COUNTY.

14. SVTC will not make any unlawful, improper, or offensive use of the SVTCP.

15. SVTC understands that the COUNTY, at any time, may enter upon the SVTCP to inspect and direct repairs which the COUNTY deems are necessary.

16. SVTC agrees to maintain Comprehensive General Liability Insurance naming the COUNTY as additional insured with limits and coverage" approved in advance by the COUNTY from an insurance company authorized to do business in the Commonwealth of

Pennsylvania. A certificate of insurance shall be presented to the COUNTY as proof of such coverage.

17. SVTC agrees to require its contractors, and any contractors of Regional Trail Corporation, operating on SVTCP, to maintain Comprehensive General Liability Insurance naming the COUNTY as additional insured with limits and coverage approved in advance by the COUNTY from an insurance company authorized to do business in the Commonwealth of Pennsylvania. A certificate of insurance shall be presented to the COUNTY as proof of such coverage.

18. All notices required to be given or made by SVTC to COUNTY pursuant to this contract shall be made to:

COUNTY OF ALLEGHENY  
Public Works Department  
501 County Office Building  
542 Forbes Avenue  
Pittsburgh, PA 15219

with a copy to:

COUNTY OF ALLEGHENY  
Department of Law 300  
Fort Pitt Commons Building  
445 Fort Pitt Boulevard  
Pittsburgh, PA 15219

or to such other place as the COUNTY's Solicitor may from time to time designate in writing.

All notices required to be given by COUNTY to SVTC pursuant to this Agreement may be given and made to:

STEEL VALLEY TRAIL COUNCIL  
c/o Regional Trail Corporation  
P.O. Box 95  
West Newton, PA 15089

and



P.O. Box 318  
Homestead, PA 15120

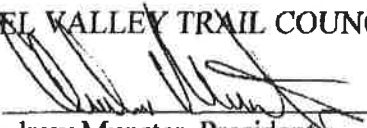
or to such other place as SVTC may from time to time designate in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

WITNESS:

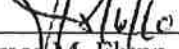
  
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STEEL VALLEY TRAIL COUNCIL

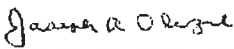
By:   
Andrew Munster, President

FEDERAL I. D. OR SOCIAL SECURITY # \_\_\_\_\_

COUNTY OF ALLEGHENY


By:   
James M. Flynn, Jr.,  
County Manager

APPROVED:

  
\_\_\_\_\_  
Joseph A. Olczak  
Director, Department of Public Works

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael M. Wojcik, County Solicitor

  
\_\_\_\_\_  
Assistant County Solicitor


Management Contract between Steel Valley Trail Council and County of Allegheny (Public Works Department). Approved by Executive Action No. 5071-08 approved January 14, 2008 as amended by Executive Action No. 5423 -10 approved March 18, 2010.

Note: This clause added to paragraph 12 after this agreement was fully executed, as required by office of County Controller 5/11/2010:

SVTC shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services, and other costs and expenses of, whatever nature for which COUNTY funding has been provided under the provisions of this Agreement. SVTC shall maintain such books, records, documents and other materials in accordance with generally Accepted Accounting Principles, where applicable, SVTC shall provide access, during normal business hours, to books, program and financial records, documents and other evidence upon request of the County Manager, the County Controller or their designees upon receipt of reasonable advance notice, either oral or written. SVTC's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The County Manager, the County Controller or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of SVTC's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by SVTC, to the COUNTY'S sole satisfaction, within thirty (30) days after the SVTC's receipt of written notice of such deficiencies. Failure of SVTC to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the COUNTY'S sole discretion, may result in the COUNTY withholding future payments.

APPROVED BY STEEL VALLEY TRAIL COUNCIL:

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

  
Andrew Munster, President