

ALLEGHENY COUNTY
CONTRACT LOG
CONTRACT ADMINISTRATOR
412-350-7377

2007 APR -4 AM 9:19
ALLEGHENY COUNTY
PUBLIC WORKS

NUMBER #062-07

Date Approved: 1/12/07

Date received from Law Department: 3/15/07
Date forwarded to Controller: 3/19/07
Date received from Controller:
Date returned to Department:

To: DIRECTOR
Department: PUBLIC WORKS

MAR 30 2007

When billing please refer:

From: COUNTY MANAGER

Agreement #: 7096304
Contract #:

Vendor Name: STEEL VALLEY TRAIL COUNCIL

Description:

To enter into a Public-Private Partnership to provide resources, when available, for the construction, administration, operation and maintenance of the Steel Valley Trail

CC: Controller

Contracts Final D. Wright

PUBLIC-PRIVATE PARTNERSHIP AGREEMENT
ALLEGHENY COUNTY AND STEEL VALLEY TRAIL PROJECT

MADE AND ENTERED into this 15th day of March, 2007, by and between the STEEL VALLEY TRAIL COUNCIL, a Pennsylvania not-for-profit corporation under the Internal Revenue Service Code Section 501 (c) 3, with its mailing address of P.O. Box 318, Homestead, PA 15210, hereafter called "SVTC",

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COUNTY OF ALLEGHENY, a home rule political subdivision of the Commonwealth of Pennsylvania, hereinafter called "County".

WITNESSETH:

WHEREAS, the Steel Valley Trail, hereinafter called "Project", (County Public Works Project No. ZTSH-9301) is a multi-purpose recreational trail, and transportation and conservation corridor planned to extend from its connection with the Three Rivers Heritage Trail at the Glenwood Bridge, and continue along both sides of the Monongahela River through the City of Pittsburgh and the Boroughs of Swissvale and Rankin on the north side; and through the Boroughs of West Homestead, Homestead, Munhall, Whitaker and West Mifflin, the Cities of Duquesne and McKeesport, the Borough of Glassport and the City of Clairton on the south side to its connection with the Montour Trail near Peters Creek, hereinafter called "Municipalities"; and

WHEREAS, in 1995, the County Department of Planning engaged a consultant engineer to complete an alignment study for the Project; and

WHEREAS, the Steel Industry Heritage Corporation acquired certain properties and developing the Project to link attractions within its Rivers of Steel Heritage Corridor; and

WHEREAS, is currently negotiating with Steel Industry Heritage Corporation to take-over responsibility of managing its property for the Project; and

WHEREAS, on March 16, 2005, SVTC was established as a Chapter of the Regional Trail Corporation, a non-profit corporation under the Internal Revenue Service Code Section 501 (c) 3 that was formed by the County, Westmoreland County and Fayette County to develop and maintain a trail along the Youghiogheny River; and

WHEREAS, along with Allegheny Trail Alliance, of which SVTC is a member, in its letter dated September 29, 2003, requested Allegheny County's participation in the completion of the Great Allegheny Passage, of which this Project is an integral part; and

WHEREAS, County is willing to continue its support for the Project.

NOW, THEREFORE, County and SVTC, intending to be legally bound, have entered into this Public-Private Partnership Agreement, herein called "PPPA", to set forth their respective functions and responsibilities in connection with the acquisition, development, operation, administration and maintenance of the Project.

1. PURPOSE. This PPPA describes specific terms and conditions governing the ongoing relationship between SVTC and the County with respect to the acquisition, development, operation, administration and maintenance of the Project.
2. DEFINITIONS. These definitions are intended to define terms used in this PPPA. The meanings of the following terms are those as defined and established jointly by the parties for purposes of the PPPA.
 - 2.1 Steel Valley Trail (Project): The actual treadway surface and adjacent corridor rights-of-way and other properties owned in fee or otherwise by Allegheny County and/or SVTC or controlled by SVTC under the terms of agreements with respective property owners, and used as part of the Steel Valley Trail, including associated bridges, tunnels, drainage facilities, swales, lateral support slopes and structures, parking lots, benches, shelters, fences and barriers, access roads and trails, gardens, landscaping, trees, storage areas, buildings, environmental conservation corridors, picnic areas, scenic easements and related trail facilities.
 - 2.2 Trail Corridor: Lands through which the Project passes, necessary for the development and preservation of the scenic experience available for users of the trail.
 - 2.3 Administration: The rendering or performance of management and executive duties involving the supervision, control, execution, use or conduct of activities and functions required to make the Project available to the public for trail recreation and transportation use and to control use of the corridor by third parties.
 - 2.4 Development: The detailed planning, funding, design, installation, erection and/or construction of new or fundamentally improved trail facilities or components.
 - 2.5 Operations: The providing of on-site services for the trail right-of-way which are necessary to facilitate, control and effect the intended uses of the trail and to provide trail users with transportation and enjoyable recreational experiences desired and mandated by the parties to this agreement.
 - 2.6 Maintenance: The preparing, replacing, reconstructing, improving, updating, preserving, sustaining, restoring, physically protecting and undertaking such actions as may be required from time to time to insure the safety and serviceability of the treadway surface, facilities and structures associated with the Project.

- 2.7 Monitoring: Patrolling, observing, recording, checking, documenting and/or regularly inspecting and describing the physical characteristics of the Project treadway, corridor and surrounding land use conditions in a systematic, routine fashion so as to reliably detect change or alteration to the Project.
- 2.8 Planning: The process by which decisions and specifications are reached for new, improved, changed, proposed or continuing activities, facilities, land uses, or other man-caused alterations to the overall environment of the Project treadway, corridor or recreational experience.

3. AUTHORITY. This PPPA is authorized under the following laws:

- 3.1 Allegheny County Home Rule Charter and Administrative Code.
- 3.2 Pennsylvania Rails-to-Trails Act, Act 188, P.L. 748, December 18, 1990; 32 P.S. §5611 et seq.

4. EXCLUSIONS.

- 4.1 This PPPA does not change any jurisdictional relationship between the County and any local municipality, agency of the Commonwealth of Pennsylvania or agencies of the United States government.
- 4.2 This PPPA does not limit any County or local municipality with respect to the exercise of its legislative powers, privileges or management authorities.

5. TERMINATION.

- 5.1 The term of this Agreement shall be five (5) 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 thirty (30) days written notice prior to the anniversary date thereof. In the event of termination, any funds raised and held by the SVTC exclusively for the maintenance and operation of any County-owned portion of the Project shall be turned over to the County on said anniversary date.
- 5.2 Notwithstanding any other provisions contained herein, if 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 any Management Contract between the parties hereto, by giving SVTC thirty (30) days prior written notice. Any funds held by SVTC exclusively for maintenance and operation of any County-owned portion of the Project shall be turned over to County within said thirty (30) day notice period.

6. STATEMENT OF RESPONSIBILITIES OF EACH PARTY.

- 6.1 The County hereby agrees:
 - A. To cooperate with SVTC in any negotiations and activities required to acquire the necessary interests in any real property for the Project corridor within Allegheny County to provide continuous trail and extensions and to provide real property for trail-related facilities.

- B. To take title to the right-of-way and other properties in such locations and form and in accordance with the agreements of sale that may be negotiated between the County, its agents, or the SVTC and property owners, subject to approval by County Council.
 - a. To assign and contract all trail development, maintenance, operations and all other trail administrative functions and responsibilities for any property acquired by County for SVTC including, but not limited to, the right to receive all rental payments, fees and other revenues earned under any lease, license, covenant, agreement or privilege pertaining to the property to be used solely for trail purposes, in accordance with a Management Contract that may be executed between County and SVTC.
 - b. However, the parties agree that easements, licenses, leases, covenants, agreements or privileges in any County owned property assigned to SVTC 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 approved by the County Executive.
- C. To provide, to the extent feasible, technical, material and financial assistance for capital improvements, equipment, materials and services-in-kind for parking areas, bridges, access roads, fences and barriers, lateral support, landscaping, drainage facilities, trail surface, trail promotion, removing debris and other requirements associated with the development, administration, operation and maintenance of the trail and related facilities, only after the approval of the County Executive.
- D. To aid and assist SVTC with necessary coordination of trail development, maintenance and administrative activities with local municipalities and private parties.
- E. To use, where the County in its sole discretion determines it to be necessary, its powers of eminent domain in order to acquire or preserve portions of the corridor or to acquire such other properties as may be necessary for trail extensions, related parking, access roads and trails or other support facilities, for scenic easements or for the preservation and conservation of a continuous transportation, recreational trail and conservation corridor within Allegheny County.
- F. To assist SVTC in seeking funds for trail acquisition, development, operation and maintenance.
- G. To provide planning support and coordinate local, County and regional plans and projects with SVTC when they would affect the Project or its operations.

6.2 The Steel Valley Trail Council agrees:

- A. To assume primary responsibility for the development, administration, monitoring and maintenance of the Project on any County-owned property assigned to SVTC, including its related facilities, in accordance with the SVTC Articles of Incorporation and bylaws, attached hereto as

Schedule A and incorporated herein by reference, this PPPA and any Management Contract with County.

- B. To enter into a Management Contract with the County, with terms that are contemporaneous with the terms of this PPPA, before accepting management responsibility of any County-owned property, that stipulates terms and conditions of SVTC management responsibilities.
- C. To perform said functions and responsibilities in compliance with statutory provisions of the Commonwealth of Pennsylvania, the County and local municipalities.
- D. To use any technical, material and financial assistance provided by the County exclusively for the Project.
- E. To partner, cooperate, coordinate, support and augment the efforts of the Riverlife Task Force, considering any recommendations made under the terms of County Resolution No. 11-04 enacted May 18, 2004, the Friends of the Riverfront, the Municipalities and other organizations that may support and promote the Project.
- F. To diligently seek the support of other organizations, including funds, volunteers and in-kind services, for the development, administration, operation and maintenance of the Project and to cooperate with County in all efforts to obtain public funds for the Project.
- G. To undertake such efforts as are necessary to obtain liability insurance and to indemnify and hold harmless the County from any liability associated with SVTC's activities, functions and responsibilities under this agreement.
- H. To administer and manage the granting of all easements, licenses, liens, permits or other rights of use or access to the Project and collect all monies related thereto on behalf of the County.
 - a. However, it is understood that (1) the granting of the easements, liens, permits or other rights of use or access to the corridor; and (2) the establishment of fees relating to the use of the said trail must be first approved, in advance, by the County Executive.
 - b. All funds collected from any source shall be used for the acquisition, construction, administration, development, operation, maintenance and monitoring of the Project.


6.3 The County and SVTC agree that they will:

- A. Promote public awareness of the Project as opportunities arise, and where appropriate and feasible, assist in the development of public information, visitor education programs and special events and activities to enhance public use and enjoyment of the Project.
- B. Meet as necessary to review and mutually revise, if necessary, the terms of this PPPA, any Management Contract, and any other agreement pertaining to the development, administration and maintenance of the Project which may be of concern to the parties.
- C. Promptly inform each other of all proposals and developments which may have a significant impact on any function or activity of the Project,

to include informing the other party immediately (or within 24 hours) of any major emergency or controversial event occurring on the trail corridor lands.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 16th day of March, 2006.

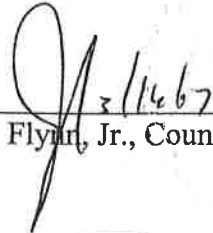
WITNESS:


~~Secretary:~~
TREASURER, EARL H. NOVENDSTERN

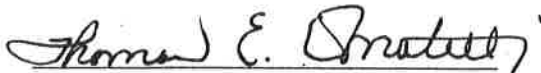
STEEL VALLEY TRAIL COUNCIL

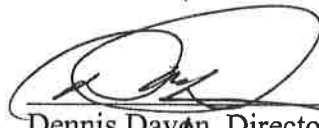
By: 
Hannah Hardy, President

COUNTY OF ALLEGHENY

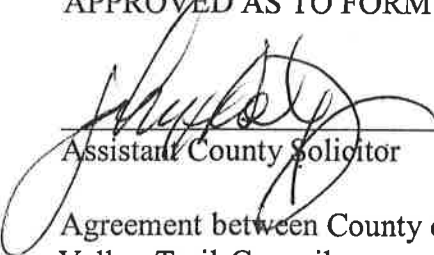
By: 
James M. Flynn, Jr., County Manager


APPROVED:


Thomas E. Donatelli, P.E., Director
Department of Public Works


Dennis Davon, Director
Department of Economic Development

APPROVED AS TO FORM:


Assistant County Solicitor


Michael H. Wojcik, County Solicitor

Agreement between County of Allegheny (Public Works and Economic Development) and Steel Valley Trail Council, approved by the County Executive on January 12, 2006, Agenda No. 062-07.