

**Intergovernmental Agreement**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2012 by and among:

- Monaca Borough, situated in Beaver County
- AND
- Center Township, situated in Beaver County
- AND
- City of Aliquippa, situated in Beaver County
- AND
- Hopewell Township, situated in Beaver County
- AND
- South Heights Borough, situated in Beaver County
- AND
- Crescent Township, situated in Allegheny County
- AND
- Moon Township, situated in Allegheny County
- AND
- Coraopolis Borough, situated in Allegheny County

Hereafter collectively referred to as the "Partnership" or sometimes individually as "Participant"

**Witnesseth**

WHEREAS, the Partnership, desires to improve and maintain said real property a the Ohio River Trail far the purpose of providing recreational trails for biking, hiking, equestrian and other non-motorized activities; and

WHEREAS, the Intergovernmental Cooperation Act (53 PA C.S. Sections 2301 and 2302, herein called the "Act") permits municipalities to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and park activities, and

WI IEREAS, it is believed by the Participants that the citizens within their respective political boundaries will be benefited by the Ohio River Trail jointly maintained by them, which program shall comply with all applicable laws, and

WHEREAS, it is the desire of the parties to arrange for proper operation and maintenance of the Ohio River Trail, and

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WHEREAS, the purpose of the Agreement is to provide a framework and a mechanism to adequately maintain the trail within the political boundaries of the Participants through joint efforts rather than by separate efforts of each Participant; and

WHEREAS, to prevent duplication of effort and to maximize cost effectiveness, the Participants mutually desire to mobilize community resources to effectively and economically maintain the Ohio River Trail; and

WHEREAS, the Participants intend to foster partnerships with other public and private organizations to collaborate with the Partnership for the good of all of the communities participating and enable other municipalities to become members of the partnership in the future, and

WHEREAS, all municipalities are legally authorized to enter into such an agreement for the joint administration of recreational facilities including trails for their respective citizens.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Participants agree as follows:

1. Incorporation of Recitals  
The above recitals are hereby incorporated herein as if fully set forth
2. Responsibilities
  - (a) The Ohio River Trail Council (ORTC) shall manage and administer the operation and management of the Ohio River Trail pursuant to this agreement, and all amendments hereto.
    - (1)**Ownership**-Each municipality retains ownership of its portion of the Ohio River Trail within its limits.
    - (2)**Grants**-The ORTC in partnership with all or some of the participating municipalities, will pursue grant funding for the cyclic costs, such as resurfacing of the trail so that Participants will not be responsible for the capital re-surfacing and equipment replacement expenses.
    - (3)**Coordination**- The ORTC shall be responsible for coordinating all trail functions including special events with the Participants.
    - (4)**Communication**-The ORTC shall be responsible for taking the lead on communication to insure that all parties are fully informed and involved with all aspects of the Ohio River Trail. This shall include an annual meeting of the Partnership to set goals for the next fiscal year and to resolve any issues related to trail operations.
    - (5)**Planning** —The ORTC shall be responsible for all planning related to the operation and management of the trail The ORTC shall involve the Participants in the planning process.
    - (6)**Directing**-The ORTC shall be responsible for directing the operations of the trail through coordination with the Participants This includes:
      - (a) Development and establishment of planned maintenance management system for the Ohio River Trail.

- (b) Scheduling and implementation of seasonal trail cleanup programs.
  - (c) Inspecting the trail at regular intervals and coordinating any maintenance needs with the respective Participant.
  - (d) Contracting for high tree pruning and herbicide spraying.
  - (e) Replacement of equipment.
  - (f) Contracting for any repair that is "capital" in size and scope (A minimum dollar amount could be included).
  - (g) Serving as the single point of contact for the trail and responding to all citizen concerns and requests for information.
  - (h) Publicizing and marketing the trail.
  - (i) Coordinating the development of volunteer training.
  - (j) Developing and implementing a trail volunteer program.
  - (k) Responding to requests for assistance from the Participants regarding trail operations.
  - (l) Fundraising for the trail.
- (7) **Evaluating**-The ORTC shall be responsible for annually evaluating trail operations in collaboration with the Participants and making recommendations on operational improvements.

(b) Participants.

- (1) **Ordinance** -Each Participant must adopt an ordinance, or other action of its governing body of equal status, ratifying their participation in the program and approving and authorizing the execution of the Agreement.
- (2) **Official Recognition**- Each Participant will incorporate the Ohio River Trail in its official municipal maps and plans.
- (3) **Communication**- Each participant shall inform the ORTC about the trail with respect to conditions or incidents that require ORTC response Each participant shall designate an official contact for the Ohio River Trail for communication with the ORTC.
- (4) **Trail Segment** - Each participant shall administer the maintenance of the Ohio River Trail within the segment of the corridor located within the respective municipality according to agreed upon Maintenance Standards, attached hereto. The trail will have a "pack it in/pack it out" regulation for trash.
  - **Trail Surface**- The ORTC will be responsible for soliciting and entering into contracts for trail resurfacing.
  - **Trail Heads**- Each Participant shall be responsible for the maintenance of the trailhead(s) within its jurisdiction according to the Maintenance Standards (Trailhead is defined as a major point of entry to the trail that provides parking, information boards, and other trail amenities.)
  - **Tree Trimming**-Each Participant shall be responsible for trimming trees along its segment of the corridor twice annually to the height specified in the Maintenance Standards
  - **Trail Mowing**-Each Participant shall be responsible for trail mowing twice-monthly April through October.
  - **Security**- Each Participant shall be responsible for the patrolling of the trail on a

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schedule to be determined by the Participant.

3. The Partnership will establish its own form of organization and appropriate by-laws Said by-laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of business and shall be reviewed and commented upon by the governing bodies of the Participants.

- (a) Duties of the Members

- (1) Each member shall serve as a liaison with his or her respective local government, keeping them informed of the Ohio River Trail and to obtain the input of local officials.
    - (2) Identify and report the trail needs of their respective municipality to the ORTC, as well as monitoring the progress of the ORTC in addressing those needs.

4. Finances

- (a) The ORTC shall be responsible for all capital improvements through the pursuit of grants; raising funds for contracting the tasks of high tree maintenance and herbicide spraying, staff for coordination, oversight and management.
  - (b) Participants shall be responsible for providing the above identified maintenance tasks in Item 2(b) as their in-kind service for the operation of the Ohio River Trail.
  - (c) Insurance —The ORTC in conjunction with the Counties of Beaver and Allegheny shall provide liability insurance for the Ohio River Trail.

5. Effective Date, Term, Termination, Adding Participants

- (a) Effective Date and Term —This agreement shall be effective\_\_\_\_\_2012 and shall be for a term of \_\_\_\_\_years ending\_\_\_\_\_. Participants may not withdraw from this agreement during the initial \_\_\_\_\_agreement. The Agreement shall continue in full force and effect and shall automatically be renewed year-to-year thereafter except as otherwise provided in this agreement.

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- (b) Withdrawal - After the initial \_\_\_\_\_ term, a Participant may withdraw from the terms of this agreement at the end of any calendar year by giving written notice to the ORTC one (1) year before the proposed withdrawal date. Withdrawal from this agreement by any Participant shall not terminate the agreement among the remaining parties. Withdrawal from this agreement must be approved by the majority of the voting members of the governing body of the Participant, which desires to withdraw, and voted on in a public meeting held in accordance with the Pennsylvania Sunshine Act.
- (c) Dissolution — In the case of dissolution of the Partnership by mutual consent of all Participants hereto, the equipment, property, materials, supplies and capital assets of the Partnership shall remain in place and become the responsibility of a successor trail manager or the landowner,
- (d) Adding Participant(s) — At any time during the term of this Agreement consideration may be given to invite or at their own choosing allow other municipal entities to join and become part of this Agreement. The new Participant must pass an ordinance, or other action of its governing body of equal status, which includes approval of this Agreement and its amendments and authorizes the additional execution of this Agreement by the new participant. Terms of such addition shall be approved by a majority of Participants at such time.

### 6. Entire Agreement

This Agreement constitutes the entire contract by the Participants and there are no other understandings, oral or written, relating to the subject matter hereof.

### 7. Amendment

This Agreement shall not be amended or altered except by writing duly approved by and signed on behalf of all of the Participants

### 8. Governing Law

This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act and each Participant shall take all necessary steps under said statute to copy with the

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same.

### 9 Further Action

The Participants agree to take all action necessary to carry forth the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of the day, month and year first above written

Attest:

Monaca Borough, Beaver County  
By:\_\_\_\_\_

Center Township, Beaver County  
By:\_\_\_\_\_

City of Aliquippa, Beaver County  
By:\_\_\_\_\_

Hopewell Township, Beaver County  
By:\_\_\_\_\_

South Heights Borough, Beaver County  
By:\_\_\_\_\_

Crescent Township, Allegheny County  
By:\_\_\_\_\_

Moon Township, Allegheny County  
By:\_\_\_\_\_

Coraopolis Borough, Allegheny County  
By:\_\_\_\_\_

**Note: Allegheny and Beaver Counties could also be partners in this agreement.**