



**Port of Pittsburgh
Commission**

July 6, 2010

Mr. Vincent Troia
Ohio River Trail Council
1100 Pennsylvania Ave.
Monaca, PA 15061

Dear Mr. Troia:

On behalf of the Board of the Port of Pittsburgh Commission, I would like to congratulate you and your organization for being approved for a grant of \$10,000 to support the development of the Ohio River Water Trail including canoe/kayak launch sites in Bridgewater, Monaca, Ohioville and Rochester. Competition was keen for this round of awards so you may be receiving only a portion of your request.

The grant agreement is enclosed with this letter. Please review it carefully and sign where indicated. An envelope is provided for the return of the signed original and a copy is included for your records.

This is a reimbursement grant, meaning that funding will be remitted upon presentation of a progress report and receipts for your qualified expenditures. **No expenditures accrued before the grant agreement is fully executed (date the last signature is affixed) will be considered.** You will receive a "Notification to Proceed" along with a copy of the fully-executed signature page when processing is complete. Checks or ACH transfers come directly from the Treasury Department of the Commonwealth of Pennsylvania where your organization is identified by a vendor number. You have provided, or our staff has verified, your vendor number as 765870.

In the meantime if you have any questions, please do not hesitate to contact me at 412-201-7335 or jim@port.pittsburgh.pa.us

Sincerely,

PORT OF PITTSBURGH COMMISSION

James R. McCarville
Executive Director

PORT OF PITTSBURGH COMMISSION

GRANT AGREEMENT

The Port of Pittsburgh Commission ("PPC"), Grantor, has the authority to award this Grant by authorization of section 55 P.S., § 698.25(2) and § 698.25(20). The award shall not exceed the amount approved by the PPC at \$10,000.

The undersigned Grantee, **Ohio River Trail Council**, PA Vendor #765870, makes the following representations and agrees to the following conditions. In accepting funds under this Grant, the Grantee agrees:

1. Purpose. To use the Grant monies exclusively, and consistent with the other terms of this agreement, for the purposes ("project") specified in the Grantee's Grant Application (Attachment #1, incorporated herein and made hereof), and as may be amended by the PPC Award Letter (Attachment #2, incorporated herein and made a part hereof). The PPC Award Letter takes precedence over the application.
2. Administration. To directly administer the project; to maintain separate records and accounts for its receipts and expenditures incurred under this Grant for at least three (3) years after the termination of the Grant; and to allow the PPC reasonable times to inspect/audit such records and Grantee will provide all necessary assistance in connection therewith. Any irregularities arising from said inspection/audit will be provided in a written report to the Grantee. Grantee agrees to repay the PPC any funds determined to be used inappropriately by such an audit. Grantee may appeal such a finding in writing to PennPORTS in the Department of Community and Economic Development within thirty (30) days of such determination, but the decision of PennPORTS shall be final. No Grant funds shall be disbursed to any organization or entity, other than as specifically set forth in this Agreement or approved in writing by the PPC.
3. Term. That the Term of the Grant will begin upon the date of full contract execution ("Effective Date") and said date is affixed by PPC. PPC will issue a written Notice to Proceed and PPC will not be liable to pay or reimburse Grantee for any work dated before the Notice to Proceed. The Term will extend for 12 months from the Effective Date. Upon written request by the Grantee, the PPC may extend the Term for up to 12 additional months. The decision to extend is at the sole discretion of the PPC. The written request for extension must be filed by the Grantee not less than 60 days prior to the expiration of the initial Term.
4. Termination. The PPC may terminate the Grant for lack of appropriation of funds to support this Grant, or, if the Grant funds were not used exclusively for the purposes stated herein. Further, the PPC may terminate the Grant at any time if, in the judgment of the PPC, the Grantee becomes unable to carry out the purposes of the Grant, or ceases to be an appropriate means of accomplishing the purpose of the Grant or fails to comply with any of the conditions hereof. Any and all actions or opinions leading to termination will be provided to Grantee in writing. The termination rights in this section are not

exclusive and are in addition to any other termination rights provided herein or by law. The PPC may cancel or terminate the Grant, and all money due or to become due under the Grant may be forfeited and/or be required to be repaid to PPC for a violation of the terms and conditions of this agreement. In addition, the PPC may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility file. If the Contractor contests any adverse finding by PPC under this agreement, it may, in writing, appeal such determination to PennPorts within thirty (30) days of such determination, with any determination of such appeal by PennPorts to be deemed final.

5. Reimbursement. That no funds will be advanced to the Grantee. The Grantee may request reimbursement monthly, but such request shall be accompanied by a progress report and invoices supporting the work described in the report. Reimbursement will be based on review and approval of the invoices submitted. The total payment to the Grantee shall not exceed the PPC approved amount. Any claims Grantee may have against PPC must be substantiated and submitted prior to acceptance of final reimbursement. The final report, along with request for final reimbursement, must be submitted within 30 days of project completion or the end of the Grant Term whichever comes first. The PPC may, at its expense, monitor and conduct an evaluation of the project, which may include visits by representatives of the PPC to observe the project and examine the use of Grant proceeds by Grantee. Grantee agrees to return/repay to the PPC any Grant funds that were not used exclusively for Grant purposes as specified herein. The PPC reserves the right to hold any future grant funds until the final report is received.
6. Licensing. To grant to the PPC a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, copy, alter or otherwise use and to license others to use any and all materials created by the Grantee, including any and all data collected, in connection with the Grant in any and all forms in which said data are fixed.
7. Announcements. To obtain approval of the PPC prior to issuing any news or press releases regarding this Grant. In all public statements, press releases, annual reports or other announcements regarding the programs related to this Grant, the Grantee shall refer to the PPC by its full name, the Port of Pittsburgh Commission. When the grant project is completed, the grantee will display a plaque, provided by the PPC, on the project that states: "This project made possible, in part, by funding from the Port of Pittsburgh Commission." Projects where the final product is a written report, DVD or CD, the same wording must appear on the front page or label. A similar acknowledgement designed by the grantee may be submitted to the Commission for approval in lieu of the provided plaque.
8. Compliance with Laws. To comply with all applicable federal, state, and local laws.
9. Authority to receive grants. To possess the legal authority for the Grantee to receive the Grant.

10. Coordination with the PPC. To designate a project director to act in connection with the Grant application and this Grant, and to provide such additional information as may be required.
11. Liabilities. To agree that neither the PPC nor the Grantee assume any liabilities to each other, except as are specifically stated in this Grant. As to liability for damage or injuries or death to persons, or damage to property, the Grantee and the PPC do not waive any defense as a result of entering into this Grant, unless such waiver is expressly and clearly written into part of this Grant.
12. Offsets. To allow the PPC and/or Commonwealth of Pennsylvania to offset the amount of any state tax liability or other debt or obligation of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal against any payments due the Grantee under this Grant or any other contract with the Commonwealth.
13. Contractor Responsibilities. To require contractors to comply with the following contractor responsibility provisions. (For the purpose of this Grant, the term "Contractor" is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or sub-grantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under the contract, subcontract, grant or sub-grant with the PPC , or with a person under contract, sub-contract, grant or sub-grant with the PPC or its state-affiliated entities, and state-related institutions.)
 - A. The Contractor must certify, in writing, for itself and all its subcontractors, that, as of the date of its execution of this Grant, neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
 - B. The Contractor must also certify, in writing, that, as of the date of its execution of this Grant, it has no tax liabilities or other Commonwealth obligations.
 - C. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Grant through the termination or expiration date thereof. Accordingly, the Contractor shall have an obligation to inform the PPC if, at any time during the term of the Grant, it becomes delinquent in the payment of taxes or other Commonwealth obligations, or if it or any of its sub-grantees or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.
 - D. The failure of the Contractor to notify the PPC of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Grant with the PPC.

- E. The Contractor agrees to reimburse the PPC or the Commonwealth for the reasonable costs of investigation incurred for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the PPC or the Commonwealth, which results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- F. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by contacting DGS at:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone: (717) 783-6472 or FAX: (717) 787-9138

14. Nondiscrimination/sexual harassment. During the term of this Grant, the Contractor agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Grant or any sub-grant, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed or color, discriminate against anyone who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Grant on account of gender, race, creed or color.
- C. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated, and employees who practice it will be disciplined.
- D. The Contractor shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the Grant relates.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the PPC for purposes of investigation to ascertain compliance with the provisions

of this Paragraph 14. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the PPC or the Bureau of Contract Administration and Business Development.

- F. The Contractor shall include the provisions of this Paragraph 14 in every sub-grant so that such provisions will be binding upon each sub-grantee.
15. ADA. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.P.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Grant, or from activities provided for under this Grant, on the basis of the disability. As a condition of accepting and executing this Grant, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the PPC through grants with outside contractors.
16. Hold Harmless. The Contractor shall be responsible for, and agrees to indemnify and hold harmless the PPC from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the PPC as a result of the contractor's failure to comply with the provisions of this Agreement.
17. Contractor Integrity. To comply with the following contractor integrity provision:
- A. For purposes of this Paragraph 17 only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions:
- i. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the PPC or the Commonwealth.
 - ii. Consent means written permission signed by a duly authorized officer or employee of the PPC, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, contractual, or grant terms, the PPC shall be deemed to have consented by virtue of execution of this Grant.
 - iii. Contractor means the individual or entity that has entered into this Grant with the PPC, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.

- iv. Financial interest means: Ownership of more than a five percent (5%) interest in any business; or holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - v. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
- B. The Contractor shall maintain the highest standards of integrity and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
- C. The Contractor shall not disclose to others any confidential information gained by virtue of this Grant.
- D. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
- E. The Contractor shall not, in conjunction with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree to promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
- F. Except with the consent of the PPC, neither the Contractor, nor anyone in privity with him or her, shall accept or agree to accept from, or give or agree to give any person, any gratuity from any person in connection with the performance of work under the Grant except as provided therein. Except with the consent of the PPC, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the PPC in writing. The Contractor, by execution of the Grant and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions. The Contractor, upon the inquiry or request of the PPC or any of that official's agents or representatives, shall provide, or, if appropriate, make promptly available for inspection or copying, any information of any type or form, deemed relevant to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern the Grant. Such information shall

be retained by the Contractor for a period of three years (3) beyond the termination of the Grant, unless otherwise provided by law.

18. For violation of any of the above provisions of Paragraph 17, the PPC may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in a breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the PPC or the Commonwealth may have under law, statute, regulation, or otherwise.
19. To agree that this Grant shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, and that the Pennsylvania courts shall have exclusive jurisdiction with respect to this Grant.
20. Entire Agreement. That this Grant Agreement constitutes the entire Agreement between the parties and no amendment or modification has any force or effect unless it is in writing and signed by the Executive Director of the PPC and the Grantee's authorized official.

The foregoing conditions are hereby accepted and agreed to as of the Effective Date affixed below.

Date: _____, 20__

(See attached signature page)

**Grantee Institution Name:
Ohio River Trail Council**

Vincent Troia
(Signature of Authorized Official)

CBO 1-13-10
(Title) (Date)

**Grantor Institution Name:
Port of Pittsburgh Commission**

[Signature]
(Signature of Authorized Official)

Executive Director 7/9/10
(Title) (Date)

Office of the Comptroller

(Signature of Authorized Official)

(Title) (Date)

PPC Legal Counsel

(Signature of Authorized Official)

(Title) (Date)

Office of the Attorney General

(Signature of Authorized Official)

(Title) (Date)