

Agreement No: EALABMS

Federal ID No.: 25-6003052

User ID Code: 02-119



AGREEMENT TO AUTHORIZE  
ELECTRONIC ACCESS TO PENNDOT SYSTEMS  
(POLITICAL SUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 16th day of February, 2009, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

SOUTH FAYETTE TOWNSHIP

(NAME OF APPLICANT)

515 MILLERS RUN ROAD, MORGAN, PA 15064

(REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

412-221-8700

(PRINCIPAL OFFICE PHONE NUMBER)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the following DEPARTMENT systems: dotGrants (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities, to undertake other transportation-related activities, and to enter into contracts for these purposes, is willing to permit the APPLICANT to electronically submit applications, technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects or undertake other transportation-related activities as part of the DEPARTMENT'S program to use the System.

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §511.1) authorizes the DEPARTMENT, through the Secretary of Transportation, to enter into all necessary contracts and agreements with the proper agencies of any government, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will be permitted access to the System as the DEPARTMENT shall direct.
3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be responsible for the items submitted under one of its assigned User ID codes.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when the System databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT shall comply with the Contractor Integrity Provisions, dated December 20, 1991; the Provisions Concerning the Americans with Disabilities Act, dated January 16, 2001; the Contractor Responsibility Provisions, dated April 16, 1999; the Offset Provision, dated April 16, 1999; and the Nondiscrimination/Sexual Harassment Clause, dated June 30, 1999, all of which are incorporated into this Agreement by reference as though physically attached.
8. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

**ATTEST:**

SOUTH FAYETTE TOWNSHIP

\_\_\_\_\_  
(Print APPLICANT Name)

*M. W. Hoy* 03-10-09  
(Signature) (Date)

**BY:** *Thomas J. Sray* 3/10/09  
(Signature) (Date)

MICHAEL W. HOY  
Print Name

THOMAS J. SRAY  
Print Name

TOWNSHIP MANAGER  
(Title)

PRESIDENT, BOARD OF COMMISSIONERS  
(Title)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

**BY:** \_\_\_\_\_  
DEPARTMENT Signatory and Date

APPROVED AS TO LEGALITY AND FORM

**BY:** \_\_\_\_\_  
Chief Counsel DATE

RECORDED NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
ACTIVITY PROGRAM \_\_\_\_\_  
SYMBOL \_\_\_\_\_  
AMOUNT \_\_\_\_\_

**BY** \_\_\_\_\_  
Comptroller DATE

**Preapproved form:**  
**OGC No. 18-K-2870**  
**Appv'd OAG 07/16/2003**

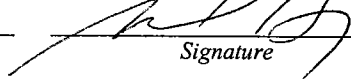
MAIL COMPLETED AGREEMENT TO:  
Pennsylvania Department of Transportation  
Bureau of Municipal Services  
400 North Street, P.O. Box 8211  
Harrisburg, PA 17105-8211


MUNICIPAL RESOLUTION NO. 8 OF 2009

WHEREAS the Pennsylvania Department of Transportation and SOUTH FAYETTE TOWNSHIP  
*Municipality Name*  
have agreed to use the dotGrants on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

NOW THEREFORE BE IT RESOLVED

1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
2. that the Legislative Body hereby designates the following persons and any Officers holding the following titles/positions

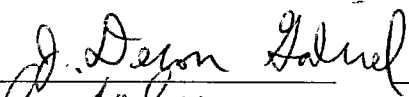
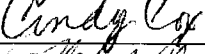
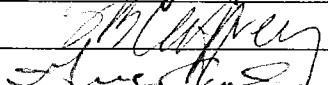
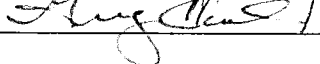
<u>TOWNSHIP MANAGER</u> <i>Title</i>	<u>MICHAEL W. HOY</u> <i>Typed Name</i>	<u></u> <i>Signature</i>
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<u>PRESIDENT, BOARD OF COMMISSIONERS</u> <i>Title</i>	<u>THOMAS J. SRAY</u> <i>Typed Name</i>	<u></u> <i>Signature</i>
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to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

Passed this 16th day of February, 20 09.

LEGISLATIVE BODY

(Typed Name)	(Signature)
<u>J. DERON GABRIEL</u>	<u></u>
<u>CINDY COX</u>	<u></u>
<u>SUE CAFFREY</u>	<u></u>
<u>GREG CURL</u>	<u></u>

I certify that the foregoing is a true and correct copy of the Resolution as finally adopted at a meeting of the Legislative Body held on the 16TH day of FEBRUARY, 20 09.

IN WITNESS WHEREOF, I hereunto set my hand on this 3RD day of MARCH, 20 09.

(SEAL)

  
(Signature of Municipal Secretary/Clerk)