

MINI-GRANT AGREEMENT

This Mini-Grant Agreement ("Agreement") made this _____ day of _____, 2014 is between:

The Pennsylvania Environmental Council ("PEC"), having an address at 2124 Penn Avenue, 2nd Floor, Pittsburgh, PA 15222,

and

City of Morgantown ("City"), having an address at 389 Spruce Street, Morgantown, WV 26505.

WHEREAS, PEC has received a grant from the Claude Worthington Benedum Foundation to complete riverfront and community improvement projects as part of the River Town Program;

WHEREAS, the community of Morgantown has formed a public art committee, comprised of members of City Council, the Mayor, West Virginia University professors and artists;

WHEREAS, a site is being selected for a public art installation and a request for proposals will be issued to select an artist;

WHEREAS, this project is an initiative of the River Town Program;

AND NOW, THEREFORE, for good and sufficient consideration and intending to be legally bound, the parties agree as follows:

1. The parties agree that Pennsylvania Environmental Council shall contribute a five-thousand dollar (\$5,000) mini-grant to be used as an artist stipend to support creation of public art in Morgantown;

2. The City shall ensure that the funds are used solely for the public art project and that NO funds shall be used for any of the following purposes:

- A. to carry on propaganda, or otherwise attempt to influence legislation;
- B. to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive;
- C. to make any grant to an individual or organization which does not comply with the requirements of section 4945(d)(3) or (4) of the Internal Revenue Code; or
- D. to undertake any activity which is not charitable.

3. At completion of the project, the City shall provide copies of receipts or canceled checks to PEC to document expenses.

4. The City shall ensure that any funds not expended or committed for the purpose of the approved public mural shall be returned to PEC. City acknowledges that PEC has standing and the right to enforce the return of any funds not expended for the specific purposes of this Mini-Grant.

5. The City shall promptly notify PEC, in advance, with respect to any material changes to this project. In that event, or in the event that City fails to keep, fulfill, or perform all of the terms, representations, and conditions of this Agreement, PEC may, in its sole and absolute discretion, terminate this Agreement by giving written notice to City. The City shall then have a period of 30 days in which to provide PEC with an accounting of its expenditure of Mini-Grant funds and to reimburse PEC for any unused or misused portions of the Mini-Grant paid to that time, provided that PEC shall have no responsibility for any commitments made in reliance on the terms of this Agreement after the date such notice was received by City.

6. The City shall assist PEC in the completion of any necessary grant reports.

7. The parties' corresponding obligations pursuant to this Agreement shall be administered by:

For PEC: Davitt Woodwell
President and CEO
2124 Penn Ave, 2nd Floor
Pittsburgh, PA 15222
(412) 481-9400
dwoodwell@pecpa.org

For City: Jeff Mikorski
City Manager
389 Spruce Street
Morgantown, WV 26505
[304-284-7405](tel:304-284-7405)
jmikorski@cityofmorgantown.org

8. To the fullest extent permitted by law, City agrees that it shall defend, indemnify, and hold harmless PEC, and PEC's officers, directors, agents, and employees, from any and all claims, liabilities, causes of action, or damages arising out of or related to acts, omissions, or negligence of City, its officers, employees, agents, or subcontractors. The obligations of City under this provision shall survive any expiration or termination of the Agreement.

9. To the fullest extent permitted by law, the PEC agrees that it shall defend, indemnify, and hold harmless the City, and the City's officers, directors, agents, and employees, from any and all claims, liabilities, causes of action, or damages arising out of or related to acts, omissions, or negligence of PEC, its officers, employees, agents, or subcontractors in providing timely funding for the Project. The obligations of PEC under this provision shall survive any expiration or termination of the Agreement.

10. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall inure to the benefit of, and shall be binding upon, the

parties, their respective successors and permitted assigns.

11. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision the Agreement would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. The failure of either party to insist upon the performance of any term in this Agreement, or the waiver of any breach of any such term, shall not waive any such term or any other term of this Agreement. Instead, this Agreement shall remain in full force and effect as if no such forbearance or waiver had occurred.

13. All notices required or permitted under this Agreement shall be in writing and shall be directed to the liaisons listed in paragraph 6, above. Notices shall be deemed as delivered as of the date the notice is postmarked.

14. This Agreement shall be construed in accordance with the laws of Pennsylvania.

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

ATTEST:

Pennsylvania Environmental Council

By: Davitt Woodwell, President and CEO

ATTEST

City of Morgantown

By: Jeff Mikorski, City Manager