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COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "Agreement") made and entered into as of the 14th day of ~~September~~ ^{OCTOBER}, 2015, by and between the CITY OF PITTSBURGH (the "City") and the PITTSBURGH PARKS CONSERVANCY (the "PPC").

WITNESSETH:

WHEREAS, the City and the PPC have entered into the License and Cooperation Agreement , (dated December 18, 2013) (the "License Agreement") for the construction, maintenance and operation of the Frick Environmental Center ("FEC"), located within Frick Park in the City of Pittsburgh; and

WHEREAS, on behalf of the PPC, the City has agreed to serve as the municipal sponsor for grant funds from the Commonwealth of Pennsylvania, through its Commonwealth Financing Authority ("CFA"), to be used by the PPC for the design, construction and renovation of the FEC; and

WHEREAS, the PPC has specifically requested to use the CFA funding to construct the FEC as a USBBCLEED Platinum high performance building (the "ACE Project"); and

WHEREAS, , the City is separately entering into a separate grant agreement (hereinafter the "Grant Agreement") with the Commonwealth of Pennsylvania, Commonwealth Financing Authority (the "Grantor"), to receive the \$1,590,000 in CFA funds (the "Grant Monies") to be used by the PPC for the ACE Project according to the Project Budget submitted with the Grant application. A copy of the Grant Agreement (including Attachments) is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, in accordance with its obligations under the License Agreement, the PPC has agreed to undertake all responsibilities of the City in connection with the Grant Agreement and the use of the Grant Monies, and the City has agreed to its use of the Grant Monies according to the terms set forth herein..

NOW THEREFORE, in consideration of the City's agreement to enter into the Grant Agreement and intending to be legally bound hereby, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are incorporated herein by reference.

2. ACCEPTANCE OF TRANSFER OF ALL RIGHTS AND DUTIES UNDER THE GRANT AGREEMENT; COPIES OF ALL REPORTS. The PPC has read the attached Grant Agreement and hereby assumes and accepts all of the rights and obligations of the City thereunder, with full and complete: 1) responsibility to perform and 2) liability for all duties and obligations of the City under the Grant Agreement (including those set forth in Attachments A, B, and C thereto). These duties include but are not limited to: submissions, reporting, audits, insurance, indemnification, bidding and contractor responsibilities, and reimbursements. As one

example, the PPC shall be responsible for completing and submitting all invoices and other required progress reports to the Grantor on the City's behalf. The PPC will submit to the City's Office of Management and Budget copies of all, reports and other information submitted to the Grantor on the City's behalf, no later than the date submitted to the Grantor (unless otherwise specified herein), so as to ensure the City's compliance with Grant Agreement reporting requirements.

3. RESERVED.

4. CERTIFICATION. The PPC hereby certifies that all preliminary submissions due to the Grantor and notifications required under the Grant Agreement have been made as of the date this Agreement is executed.

5. TERM OF AGREEMENT. The term of this Agreement shall commence on the date set forth above, and shall last through the date that the Grant Agreement, and/or any responsibilities thereunder (as described in Paragraph 2 above of this Agreement), remain in existence between the City and the Grantor.

6. NO COST TO CITY/REIMBURSEMENT AND CLOSE-OUT PROCEDURES.

a. The work on the ACE Project and the PPC's obligations hereunder shall be performed at no cost to the City. In the event that the Grantor, in accordance with the provisions of the Grant Agreement, revokes any or all Grant Monies, imposes any penalties, or requires reimbursement of any Grant Monies (whether expended or not), the PPC shall immediately return and/or reimburse said monies to the Grantor per the Grant Agreement requirements. Where there is any question as to the inclusion of costs under the terms of the Grant, the PPC must consult with the Commonwealth to obtain written approval.

b. Monies to PPC. The parties agree that the PPC will submit invoices/request for payment to the City as per the requirements of the Grant Agreement. Said invoices will thereafter be submitted by the City to the Commonwealth of Pennsylvania/CFA for reimbursement within ten (10) business days of receipt of the invoices by the City from the PPC. When the City receives payment for said invoices from the Commonwealth of Pennsylvania, the City shall immediately forward the payment to the PPC. The City shall make every effort to forward payment to the PPC within 10 (ten) business days after receipt of the payment from the Commonwealth.

c. Close-out requirements: The PPC shall be responsible for the Grantor ACE Project audit (at no cost to the City) and other close-out requirements in the form required by the Grant Agreement and applicable regulations. The PPC will forward all close-out documentation and audit reports to the City prior to the schedule in which it is due to the Commonwealth under the Grant Agreement in order to allow sufficient time for the parties to resolve any audit questions that arise..

7. INSURANCE. Prior to the beginning of any work performed on the Project, and in accordance with the provisions of the License Agreement, the PPC shall ensure that certificates of insurance are furnished by it and its general contractor(s) duly naming the City and the PPC as additional insured on every policy of comprehensive general liability insurance required of the PPC and any other party pursuant to the Grant Agreement.

8. **INDEMNIFICATION.**

a. In addition to the duties required pursuant to Paragraph 2 herein, the PPC agrees to indemnify, save and hold harmless and defend City, its officers, agents and employees from and against any and all liens, charges, claims, demands, losses, court costs, attorneys fees, judgments, damages, and/or liabilities, including but not limited to those in connection with loss of life, personal injury, or damage to or loss of property occasioned wholly or in part by work on the ACE Project, or in any manner related to any act, error or omission of the PPC, its officers, any agent, employee, licensee, invitee, contractor or subcontractor performing ACE Project work or related to any breach by the PPC of any of the terms, conditions, or provisions of this Agreement or the Grant Agreement.

b. The provisions of this Paragraph are in addition to and not in lieu of those set forth in the License Agreement. This Paragraph shall survive the expiration or earlier termination of this Agreement.

9. **GOVERNING LAW.** The laws of the Commonwealth of Pennsylvania shall in all respects govern this Agreement.

10. **COMPLIANCE WITH LAWS.** PPC shall fully obey and comply with all federal, state and local laws, statutes, ordinances, resolutions and administrative regulations, which are applicable to this Agreement. In all of its activities relating to this Agreement, the PPC shall conform to all applicable anti-discrimination provisions of the Pittsburgh Code, specifically those appearing in Title Six "Conduct," Article V, "Discrimination," and any amendments thereto.

11. **ASSIGNMENT.** This Agreement may not be assigned by the PPC absent prior written permission of the City.

12. **AMENDMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by written amendment, duly executed by the parties.

HOME RULE CHARTER: LIABILITY OF CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter. The liability of the City to forward Grant Monies to the PPC is wholly limited to and contingent upon the City's prior receipt of Grant Monies from the Grantor (up to \$1,590,000) pursuant to the terms of the Grant Agreement for the ACE Project referenced herein. Monies received from the DCED for reimbursement will be deposited into account: 0729400147.45505.00. Monies forwarded to the PPC will be paid from account: 0729400147.58101.00; Item number: 566000.

13. **AUTHORIZING RESOLUTION:** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution 243 of 2015, effective April 23, 2015.

REST OF PAGE INTENTIONALLY BLANK

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

ATTEST:

CITY OF PITTSBURGH

Laurie Drake

By: [Signature]
Mayor

WITNESS:

[Signature]

By: [Signature]
Director, Office of Management & Budget

ATTEST:

PITTSBURGH PARKS CONSERVANCY

[Signature]
Name: Catherine Greshi
Title: Director of Administration
+ Finance

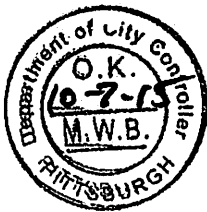
By: [Signature]
Name: Mary M. Cheever
Title: President + CEO

EXAMINED BY: [Signature]
Deputy City Solicitor

APPROVED AS TO FORM: [Signature]
City Solicitor

[Signature]

COUNTERSIGNED BY: [Signature]
City Controller
Countersigned 51330



The liability of the City of Pittsburgh under the terms of this contract is expressly limited to the amount of money which shall be received from time to time from the Government of the United States of America for the payment thereof, and it is not a binding contract until this condition is fulfilled. This Contract is countersigned subject to the foregoing condition.

[Signature] 10-14-15

EXHIBIT A: GRANT AGREEMENT



June 8, 2015

William Peduto, Mayor
CITY OF PITTSBURGH
Office of Management and Budget
502 City-County Building, 414 Grant Street
Pittsburgh, PA 15219

Re: Contract No. C000059189
FEIN: 256000879

Dear Grantee:

Enclosed is your copy of the fully executed grant agreement in the amount of \$1,590,000 for the above referenced project. Also enclosed is the following:

- Voucher Transmittal Form and Instructions: This form should be completed and submitted in accordance with the enclosed instructions.

In addition to the enclosed forms, please be advised that an electronic form, Compliance Review Form STD-21 and instructions, is being sent to you at the e-mail address listed on your grant application. The subject line of this e-mail will read:

Subject: The PA Department of General Services has awarded Grant Number

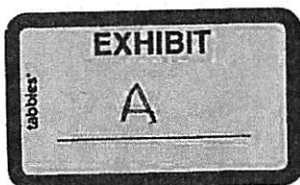
It is important that you do not delete this e-mail but follow the instructions and forward the electronic form to the Department's Contract Compliance Officer as indicated in the e-mail.

Sincerely,

Brian D. Eckert, Director
Site Development Division

Enclosures

cc: Contract Compliance Office



Center
for Business
Financing,
Site
Development

Commonwealth
Keystone Building
400 North Street
4th Floor

Harrisburg
Pennsylvania
17120-0225

tel: 717.787.6245
fax: 717.772.3581
866-GO-NEWPA | newPA.com

COMMONWEALTH FINANCING AUTHORITY (CFA)
Instructions for Completing the Payment Request Form

When the CFA has received and approved the items required in the grant or loan approval letter, it will be possible to request funds from the CFA. Please make sufficient copies of the blank Payment Request form provided for the duration of your project. We recommend you use this instruction sheet as a checklist before you send in the Payment Request form.

- Date the top of the page and have the document executed at the bottom of the page by two authorized company officials. Confirm that the grantee/borrower information is correct.
- As shown in the sample, identify each vendor and provide a general description of the item/service purchased with each. Under "Status", identify if the invoice has been "Paid" or "Incurred". Under "Amount", show the corresponding total amount of the invoice(s).
- Continue to list vendors and the amount on the payment request form for all the costs for which payment is requested.
- Be sure to attach all invoices or contracts that related to the costs listed on the voucher.
- Multiple invoices for one vendor should be shown in only one column using the grand total of the invoices included with the request. Reimbursements must be limited to one page. Please use an additional sheet of paper to show corresponding detail.
- When all vendors, amounts, and invoices are listed and attached, total the amount in the right hand column.
- Select payment method and complete the corresponding bank information if choosing a wire transfer. Requests for wire transfers must be accompanied by a letter signed by an authorized officer of the grantee or borrower on their company letterhead and attach to requisition.
- Please refer to the commitment letter for additional items that must be submitted to properly process your payment request
- Invoices on any remaining grant balance must be submitted prior to the termination date of the Grant Agreement.

The payment request form will be reviewed with the invoices attached, and with everything in order, we estimate it will take 2-3 weeks to process payment.

NOTE 1: Following the execution of the grant agreement or loan closing, applicants can begin to request funds for reimbursement.

NOTE 2: Any and all costs, including planning, designing of the project, and construction incurred prior to CFA approval of the grant or loan award are considered ineligible.

NOTE 3: **NO MORE THAN TWELVE (12) PAYMENTS WILL BE ELIGIBLE FOR REIMBURSEMENT.**

FINAL INSTRUCTIONS:

Final invoices must be submitted prior to the termination date of the ACE grant/loan agreement. If the amount of the Grant is \$100,000 or more, a final audit of the entire Grant Project (Project Audit) is required by the Commonwealth Financing Authority (CFA) within 120 days after the termination of project activities but no later than 120 days after the Grant termination date. This audit is the responsibility of the Grantee. Should you have any questions, do not hesitate to contact our office immediately at (717) 787-6245.

Department of Community and Economic Development
Center for Business Financing, Site Development Division
400 North Street-4th Floor
Harrisburg, PA 17120

Attachments:

1. "Sample" ACE Payment Request Form
2. ACE Payment Request Form

Analyst: Tigh Savercool
SAMPLE

SAMPLE

**COMMONWEALTH FINANCING AUTHORITY (CFA)
PAYMENT REQUEST FORM**

Date Prepared: _____

Payor: **Commonwealth Financing Authority/DCED
Commonwealth Keystone Building
400 North Street, Fourth Floor
Harrisburg, Pennsylvania 17120-0225**

Grantee/Borrower: **ABC, Inc.
Address: 123 Smith Street
Anytown, PA 11111**

REIMBURSEMENT #1

CONTRACT # C000000000
LOAN # 000000000

VENDOR/DESCRIPTION	STATUS	AMOUNT
XYZ Consulting Company	Incurred	87,500

TOTAL	\$87,500
ALTERNATIVE AND CLEAN ENERGY AMOUNT (30% OF TOTAL)	\$26,250

Pursuant to the Grant/Loan Agreement between the above Grantee or Borrower and the Commonwealth Financing Authority (CFA), we certify the obligations named herein were actually incurred, in accordance with the approved Alternative and Clean Energy Program project. Details of costs incurred, in the amount of \$_____, are herewith provided to the Commonwealth Financing Authority (CFA). We further certify that information contained hereon is subject to penalties of 18 Pa.C.S. 64904 relating to unsworn falsification to authorities.

Grantee/Borrower Signature _____
AUTHORIZED OFFICIAL and TITLE

Grantee/Borrower Signature _____
AUTHORIZED OFFICIAL and TITLE

Payment Method:

Check: _____
Wire: _____

Please complete the following (wire transactions only):

Institution: _____ Address: _____
Routing No. _____
Account No. _____ Bank Account Name: _____

If no method is selected, a check will be mailed to the payee at the above address

Analyst: Tigh Savercool

COMMONWEALTH FINANCING AUTHORITY (CFA) PAYMENT REQUEST FORM

Payor: Commonwealth Financing Authority/DCED
Commonwealth Keystone Building
400 North Street, Fourth Floor
Harrisburg, Pennsylvania 17120-0225

Date Prepared: _____

Grantee/Borrower: CITY OF PITTSBURGH
Address: Office of Management and Budget
502 City-County Building, 414 Grant StreetPittsburgh, PA 15219

REIMBURSEMENT # _____

CONTRACT#C000059189

LOAN # _____

VENDOR/DESCRIPTION **STATUS** **AMOUNT**

VENDOR/DESCRIPTION	STATUS	AMOUNT

TOTAL	\$
ALTERNATIVE AND CLEAN ENERGY AMOUNT (30% OF TOTAL)	\$

Pursuant to the Grant/Loan Agreement between the above Grantee or Borrower and the Commonwealth Financing Authority (CFA), we certify the obligations named herein were actually incurred, in accordance with the approved Alternative and Clean Energy Program project. Details of costs incurred, in the amount of \$_____, are herewith provided to the Commonwealth Financing Authority (CFA). We further certify that information contained hereon is subject to penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Grantee/Borrower Signature _____
AUTHORIZED OFFICIAL and TITLE

Grantee/Borrower Signature _____
AUTHORIZED OFFICIAL and TITLE

Payment Method:

Check: _____

Wire: _____

Please complete the following (wire transactions only):

Institution: _____

Address: _____

Routing No. _____

Account No. _____

Bank Account Name: _____

If no method is selected, a check will be mailed to the payee at the above address