

ORIGINAL

AGREEMENT #48779

MADE this 18th day of October, 2010

3B

BETWEEN

THE CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

THE PITTSBURGH PARKS CONSERVANCY, a nonprofit corporation organized and operating within the Commonwealth of Pennsylvania, with offices located at **2000 TECHNOLOGY DRIVE, Pittsburgh, PA 15219**, hereinafter called "AGENCY".

WITNESSETH:

WHEREAS, in accordance with the Federal Housing and Community Development Act of 1974 as amended, CITY is the recipient of Community Development Block Grant funds;

WHEREAS, CITY desires to provide a variety of social services to the residents of the City of Pittsburgh of low and moderate income; and

WHEREAS, AGENCY is qualified to provide these services;

NOW, THEREFORE in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** CITY hereby engages AGENCY as an independent contractor to perform the following described services, and AGENCY agrees to perform said services upon the terms and conditions hereinafter set forth in Exhibit "A". CITY or AGENCY may, from time to time, request changes in the scope of services to be performed by AGENCY hereunder. Minor scope changes may be approved if a formal written request for such changes is submitted to CITY and approved in writing by the Director of the Department of City Planning. Otherwise, such changes must be made by a written amendment to this Agreement. Specifically, AGENCY shall perform the following services outlined in Exhibit "A" which is attached hereto and made a part hereof.

2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of one (1) year, beginning *SEPTEMBER 1, 2010*, and ending *AUGUST 31, 2011*. The Director of the Department of City Planning shall reserve the option to extend the term providing a written request from AGENCY is received thirty (30) days in advance of the termination of this Agreement.

3. **COMPENSATION.** As full compensation for the performance of said professional services, CITY shall pay AGENCY, and AGENCY shall accept a fee computed in accordance with the approved project budget, which is marked Exhibit "B", attached hereto and made part hereof. In no event shall the total fee payable to AGENCY under the terms of this Agreement exceed the sum of *FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00)*.

All invoices must be submitted to the Department of City Planning for payment no later than six (6) months after the end date of this contract. After that time, no invoices will be paid regardless of whether the work was completed, and the funds will be returned to the City.

Budget line items cannot be altered unless a formal written request for modification with a detailed justification for such request is submitted to CITY, and approved in writing by the Director of the Department of City Planning. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date. A proposed revised line item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless AGENCY has furnished to CITY accompanying monthly status reports with each requisition for payment.

In the event that AGENCY and/or CITY anticipates that the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, CITY reserves the right to extract that portion for other projects/programs operated by CITY.

4. PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sum of *FIVE THOUSAND, FIVE HUNDRED DOLLARS (\$5,500.00)* appropriated for the same, chargeable to and payable from the following account(s):

<u>Account</u>	<u>Fund</u>	<u>Org.</u>	<u>Sub-Class</u>	<u>Project/ Grant</u>	<u>Budget Year</u>	<u>Amount</u>
566100	2610	101100	C-2009	G223243	2009	\$3,000.00
566100	2610	101100	C-2010	G223243	2010	\$2,500.00

The CFDA number for this contract is 14.218.

5. METHOD OF PAYMENT. Payment of said fees shall be made monthly upon satisfactory performance of said work and after receipt and approval by CITY of a statement certified by an officer or officers of AGENCY, itemizing the rates and charges thereof.

6. PAYMENT OF TAXES AND SET-OFF. AGENCY warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by AGENCY are current and not delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal

claims become delinquent and owing during the term of this contract or prior to final payment by CITY, AGENCY hereby grants CITY the right to set-off that indebtedness against any amounts owing to AGENCY under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. **EXTRA SERVICES.** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by AGENCY, AGENCY may be reimbursed only upon approval of the Director of the Department of City Planning of CITY pursuant to proper legislative action by CITY. However, CITY shall not reimburse AGENCY for any extra services occasioned by the interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 21 hereof.

8. **FEDERAL FUNDS.** CITY shall incur no obligation or duty to make any disbursement whatsoever under this Agreement until, pursuant to the Metropolitan Entitlement Grant Agreement under Title I of the Housing and Community Development Act of 1974 as amended, federal funds are received by CITY for said disbursements.

9. **FEDERAL GRANT REQUIREMENTS.**

AGENCY shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions set forth in Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospital and other Nonprofit Organizations, Circular A-122, Cost Principles for Nonprofit Organizations and OMB Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, copies of which are attached hereto and made part hereof.

10. **INDEMNITY:** AGENCY hereby agrees to indemnify, save and holds harmless, and defend CITY, its officers, agents and employees from and against all liens,

charges, claims, demands, losses, costs, judgements, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by AGENCY of any services under this Agreement; any act, error or omission of AGENCY or of an agent, employee, licensee, contractor or subcontractor of AGENCY; and any breach by AGENCY of any of the terms conditions or provisions of this Agreement.

11. MONITORING AND EVALUATION. All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. AGENCY shall supply CITY with written monthly reports on program activity, in a form approved by CITY, as well as reports on special events, and minutes of the Board of Directors meetings. AGENCY shall provide CITY with such additional information and data as may be required from time to time by federal or state authorities, or CITY. Authorized representatives of CITY shall have access to the books and records maintained by AGENCY with respect to the services and materials provided hereunder at all reasonable times and for all reasonable purposes, including, but not limited to, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents appertaining thereto. Such books and records shall be preserved by AGENCY for a period of five (5) years after the termination of this Agreement, unless a longer period is required under state or federal law or regulation. CITY may conduct a site visit to AGENCY during the term of this Agreement if it has been determined by the CITY to be necessary.

In addition, any grantee or subgrantee of federal grant funds disbursed in conjunction with this Agreement, the federal grantor agency, and the Comptroller General of the United States, as well as any of their duly authorized representatives, shall have access to any books, documents, papers and records of AGENCY which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

12. WORKERS' COMPENSATION. AGENCY hereby certifies that it has accepted the provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said Acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

13. PROGRAM INCOME. Any and all income generated by the use of funds provided by CITY to AGENCY hereunder shall be used by AGENCY for Community Development Block Grant eligible activities, and all provisions of this Agreement shall apply to such activities. When so requested, AGENCY shall make available for inspection by CITY any and all records, papers, and documents reflecting the receipt and disposition of program income, and shall report on their activities in their regular reports. At the time of the expiration of this Agreement, if program income has or will continue to be generated, discussions will be held concerning the disposition of that program income.

14. PROHIBITION OF LOBBYING. No federal appropriated funds have been paid, or will be paid, by AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY hereby agrees that all subcontracts under this Agreement shall include this certification.

15. COMPLIANCE WITH LAWS. AGENCY shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the work done under this Agreement.

16. ASSIGNMENT. AGENCY shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY.

17. SUBCONTRACTING. None of the work or services covered by this agreement shall be contracted without the prior review and written approval of CITY.

18. ANTI-DISCRIMINATION. AGENCY shall not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job related handicap, or sexual orientation. AGENCY shall comply with the applicable provisions of the Pittsburgh Code, Title Six-Conduct, Article V-Discrimination, and any amendments thereto. AGENCY shall also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. AGENCY shall incorporate in any subcontracts which may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

19. INTERRUPTION: POSTPONEMENT: ABANDONMENT. In the event the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be to its best interests, AGENCY shall not be entitled to any further payment for such work or part hereof beyond and in excess of the amount due at that time, in accordance with Paragraph 5 hereof; and final payment shall be based on the actual time spent to such date.

20. INTERPRETATION. In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Department of City Planning shall be final.

21. TERMINATION. CITY may terminate this Agreement at any time, without cause or liability, by giving AGENCY thirty (30) days advance written notice of this intention to terminate.

22. FORM 1099 - MISC. Agency is a non-profit corporation/organization and its federal tax identification number is 23-2882145 The Agency's address is **2000 TECHNOLOGY DRIVE, Pittsburgh, PA 15219.**

23. 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.

24. DEBARMENT. Agency warrants that it is not prohibited from entering into this Agreement with the City by reason of disqualification under Subsection (b) of Section 161-22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit C and incorporated into and made a part of this Agreement.

25. ACKNOWLEDGEMENTS. All promotional flyers, news releases, advertisements, brochures, posters, letters, printed materials and electronic media, radio and television broadcasts associated with these activities shall include the following acknowledgment prominently displayed with other credits, "This is being financed in part with a grant from the City of Pittsburgh through the Community Development Block Grant (CDBG) Program, LUKE RAVENSTAHL, Mayor."

26. STATEMENT OF AFFILIATIONS. Agency shall file a Statement of Affiliations with the City of Pittsburgh Board of Ethics which shall include the following:

1. A description of any contractual or other business relationship with the CITY or any of its departments, agencies, boards, commissions or authorities, including the value of the contract or business relationship entered into during the three (3) calendar years previous to the execution of this Agreement.

2. The Agency's qualifications and experience which shall be applied to the performance of this Agreement.

3. An identification of the Agency's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Agency is a public corporation, the officers, the members of the Board of Directors, and shareholders holding more than three (3) percent of the corporate stock.

This Statement of Affiliations shall be included in the contract as Attachment D.

27. MBE/WBE PARTICIPATION. (Applicable only in contracts for \$25,000 or more). AGENCY agrees to assist CITY'S efforts to encourage the participation of minorities and women in CITY contracts by making a good faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until AGENCY submits a report to CITY detailing the following information:

A. The dollar amount of the contract paid to Minority Business Enterprises along with the names, addresses and telephone numbers of said Minority Business Enterprises.

B. The dollar amount of the contract paid to Women's Business Enterprises along with the name, addresses and telephone numbers of Women's Business Enterprises.

C. An explanation of any failure to achieve the goals for Minority Business Enterprises and Women Business Enterprises participation which had been represented to CITY prior to the award of the contract.

28. CDBG-CHURCH STATE GUIDANCE. (Applicable only in contracts with religious organizations) AGENCY represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization. AGENCY agrees that, in connection with its scope of services:

a. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services;

d. the portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and

e. the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided: provided that, minor repairs may be made if such repairs (1) are directly related to the public services (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

29. REVERSION OF ASSETS: Upon expiration of this agreement, pursuant to 24CFR 570.503 (b)(7), the AGENCY shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh, Department of City Planning.

At the expiration of this agreement, pursuant to 24 CFR 570-503 (b)(7), any real property in the AGENCY'S control that was acquired or improved in whole or part with CITY CDBG funds in excess of \$25,000.00 must either:

(i) Be used to meet one of the national objectives listed in 24 CFR 570.208 until five (5) years after expiration of this agreement, or for such longer period of time determined to be appropriate by CITY; or

(ii) If not used in accordance with paragraph (i), AGENCY shall pay CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures

of non-CDBG funds for the acquisition of or improvement to, the property. (No payment is required after the period of time specified in paragraph (i) of this section.) Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh Department of Planning.

30. **AUTHORIZING RESOLUTION.** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 237, effective May 8, 2009; and by Resolution No. 604, effective August 20, 2010.

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

ATTEST:

CITY OF PITTSBURGH

Laurie Dreher

By Luke Ravenstall
Mayor

WITNESS:

Maureen Senko

By [Signature]
Director, Department of City Planning

ATTEST:

Michael Egan
Secretary (Corporate Seal)

By Richard R. [Signature]
President or Vice President

EXAMINED BY:

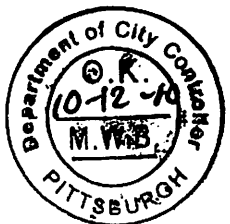
[Signature] 9/28/10
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
City Solicitor
[Signature]

COUNTERSIGNED:

Michael Egan
City Controller
48779



Once assigned
The City of Pittsburgh under the terms of
this contract is expressly limited to the extent of
money which shall be received from time to time
from the Government of the United States of America for the
purpose thereof, and it is not a binding contract until
this contract is approved. This contract is countersigned
subject to the stated conditions.

Michael Egan 10-18-10



September 14, 2010

Mr. Richard A. Smith
Principal Planner
Department of City Planning
200 Ross Street
Pittsburgh, PA 15219

Dear Mr. Smith:

Richard W. Reed, Jr. Executive Vice President and Chief Operating Officer of the Pittsburgh Parks Conservancy, is authorized by the Board of Directors to sign documents on its behalf. Specifically, Mr. Reed signed the Agreement between the City and Pittsburgh Parks Conservancy for Community Development Block Grant funding.

If further information is needed, please feel free to contact me at (412) 481-5595 x522 or JROGAL@centurycommunicationsLLC.com.

Sincerely,

James C. Rogal
Board Co-Chair

Exhibit A: Scope of Services

The \$5,500 Community Development Block Grant (CDBG) will be used to help support the Pittsburgh Parks Conservancy's work in the Hill District to renew Cliffside Park. One of the few existing public green spaces in that area of the Hill, Cliffside Park has had no major improvements since 1995. The Cliff Street entrance is a steep, crumbling asphalt drive, and existing play equipment is old and worn or missing. Overgrown trees, shrubs, and vines obscure the view and make the park dark and uninviting. Surfaces are graffiti-covered, fencing is rusty, paving is irregular or missing, and seating, lights, and other fixtures are broken. These conditions attract vandalism and discourage use. Consequently, Cliffside Park is underutilized and does not contribute to neighborhood development.

Following Cliffside Park master plan recommendations, the project will include:

- A new entrance wall incorporating lighting, quotes from Hill District playwright August Wilson, and plantings.
- New play space designed to encourage young children's physical and social development, and to foster a closer connection with nature. Will include removal of old equipment in poor condition, associated landscape improvements (paving, seating, plantings, etc.), and may incorporate public art.
- Improved views – both into and from the park -- entailing removal of debris and invasive species, selective pruning, installation of right-sized slope plantings, and fencing refurbishment.

The CDBG grant will be used for staff time spent managing the Cliffside Park project.

The primary Pittsburgh Parks Conservancy staff person involved in the project is Phil Gruszka, who will serve as project manager.

The refurbished park will make the neighborhood more livable by providing a safe, attractive green space, encouraging physical exercise for young and old alike, and increasing community pride and social cohesion. Local residents have been deeply involved in the design of the park, will continue to be involved through construction, and are already making plans for performances and events to occur at the park.

Exhibit B: Budget

Salaries, payroll taxes & benefits, Phil Gruszka, Cliffside Park construction management	\$5,500
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EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS: PITTSBURGH PARKS CONSERVANCY

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally, appeared Richard W. Reed, Jr. who, being duly sworn according to law, and under penalty of perjury, deposes and says that neither he nor, to the best of his actual knowledge, information or belief, PITTSBURGH PARKS CONSERVANCY, or any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code paragraph 161.22(b).

Richard W Reed Jr

Name
~~President or Vice President~~
Exec.

Sworn to and subscribed

Before me this 17th

Day of August, 2010.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jeffrey Hegner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Aug. 11, 2013
Member, Pennsylvania Association of Notaries

Notary Public

(SEAL)

STATEMENT OF AFFILIATIONS

1. **Name of Contractor:** Pittsburgh Parks Conservancy
2000 Technology Drive, Suite 300
Pittsburgh, PA 15219-3137
Phone: 412.682.7275

2. **List your qualifications and experience for performance of this contract:** The Pittsburgh Parks Conservancy was asked to serve as Project Manager of Cliffside Park's restoration because of our experience in managing the design and construction of green spaces. In planning and implementing projects, the Parks Conservancy always proceeds with *respect for historic design, ecological sensitivity, and the needs of modern-day users*. This three-pronged approach requires extensive research and planning, public input, and a commitment to excellence. The result is a significant track record of successfully completing signature renovation projects. These projects include:
 - Schenley Plaza, formerly an Oakland parking lot, has been reclaimed as the grand entrance to Schenley Park, providing a green oasis visited more than 250,000 times annually.
 - The historic Gatehouses at the Reynolds Street entrance of Frick Park have been rebuilt.
 - After being closed for many years, the Schenley Park Café and Visitor Center has been renovated as a "green" facility and offers food, restrooms, and other visitor services.
 - The Entry Gardens and Fountain in Highland Park have been restored to their turn-of-the-century grandeur.
 - Damage by erosion and invasive plants has been corrected in the restoration of the Phipps Run streambed and trail in Schenley Park.
 - The Babbling Brook in Highland Park has been created to offer an aesthetically pleasing and ecologically sound solution to waste-water treatment.
 - The Riverview Park Chapel Shelter and its surrounding landscape have been restored as a charming site for family picnics and community gatherings.
 - The Mary Schenley Fountain and surrounding landscape have been restored, and their beauty is illuminated by new lighting.

The Pittsburgh Parks Conservancy staff person who is serving as Project Manager is Phil Gruszka, Director of Parks Management & Maintenance. A brief biography of his work experience is attached.

3. **Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship:** The Pittsburgh Parks Conservancy has a written partnership agreement with the City of Pittsburgh to work cooperatively to restore and revitalize the City's parks. The Parks Conservancy raises funds, builds public awareness of and support for parks, harnesses the energy of citizen volunteers, and provides entrepreneurial energy and expertise. In the past fourteen years, the Parks Conservancy has raised more than \$46 million for parks restoration at no cost to the City.

The Pittsburgh Parks Conservancy also has two 30-year lease agreements with the City, whereby the organization is responsible for managing the operations of City assets: Schenley Park Café and Visitor Center and Schenley Plaza.

4. **Please identify by name and address the contractors, owners, partners, or shareholders. If the contractor is a public corporation, identify the officers, members of the Board of Directors and shareholders holding more than three (3) percent of the corporate stock. If a non-profit, please list your Board of Directors. A list of the Pittsburgh Parks Conservancy board of directors is attached.**

2010 Board Members

Alan L. Ackerman
Partner
Ackerman & Robinson PC

Dan Booker
Partner
Reed Smith

Brian Bronaugh
CEO
Mullen Advertising

Linda Burke
Legal Tax Consultant

Meg Cheever
President
Pittsburgh Parks Conservancy

G. Reynolds Clark
Vice Chancellor for Community Initiatives &
Chancellor's Chief of Staff
University of Pittsburgh

Rob Kaczorowski
Acting Director of Public Works
City of Pittsburgh

John Diederich
Partner
Digital Site Systems

Curt Ellenberg
Retired, former Treasurer
Western Pennsylvania School for the Blind

Helen Faison
Director
The Pittsburgh Teachers Institute

Jeremy Feinstein
Partner
Reed Smith, LLP

Audrey Hillman Fisher
Board Chair
Community Leader

Dan Frankel
State Representative
PA House of Representatives

Elise Frick
Community Leader

Vaughn Gilbert
Manager Public Relations, Advertising &
Marketing Communications
Westinghouse Electric Company

Ethel Olmsted Hansen
Communications Consultant

Harry Henninger
Board 1st Vice Chair
Chairman (Retired)
Kennywood Entertainment

Dan Holthaus
Tax Partner
Deloitte

Noor Ismail
Director of City Planning
City of Pittsburgh

Becky Keevican
Community Leader

Robbee Kosak
Vice President of University Advancement
Carnegie Mellon University

John P. Levis, III
Board Treasurer
Consultant

Debra Meyers
Inventory Administrator
Pittsburgh Parking Authority

Scarlet Morgan
Deputy Director
Governor's Southwest Regional Office

Gary Mulholland
Senior Healthcare Sales Executive (Retired)
CGI Healthcare

Brian Mullins
Senior Vice President and Treasurer
(Retired)
SCA Packaging North America

Marlee S. Myers
Managing Partner
Morgan, Lewis & Bockius

Susan Nernberg
Community Leader

Eliza Scott Nevin
Community Leader

Illah R. Nourbakhsh
Associate Professor of Robotics
Carnegie Mellon University

Dan Onorato
County Executive

Robert Petrilli
Senior Vice President, Pittsburgh 250
Operations
Allegheny Conference

Mike Radley
Parks Director
City of Pittsburgh

Luke Ravenstahl
Mayor
City of Pittsburgh

James C. Rogal
Board 2nd Vice Chair
President
Century Communications, LLC

Ritchie Scaife
Community Leader

Thomas M. Schmidt
Community Leader

Gerald Voros, Board Chair (*leave of absence for 2010*)
President & COO, (Retired)
Ketchum Communications Inc.

Christy Wiegand
Assistant U.S. Attorney General
U.S. Post Office & Courthouse

Michael G. Zanic, Esq.
Board Secretary
Administrative Partner
Kirkpatrick & Lockhart Preston Gates
Ellis LLP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2010

PRODUCER (412)261-2222 FAX: (412)261-3437
Simpson & McCrady LLC
330 Grant Street
Suite 1320
Pittsburgh PA 15219

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Pittsburgh Parks Conservancy
2000 Technology Drive
Suite 300
Pittsburgh PA 15219

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Highmark Life & Casualty	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HMPA001408	3/1/2010	3/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donna Sebesta/SUE



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 15 2001**

Employer Identification Number:

23-2882145

DLN:

17053097802001

Contact Person:

ERIK FILIAULT

ID# 31303

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

September 1997

Addendum Applies:

No

THE PITTSBURGH PARKS CONSERVANCY
242 MCKEE PL
PITTSBURGH, PA 15213

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

OUTCOME PERFORMANCE MEASUREMENT SECTION

THIS SECTION MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR FUNDING

HUD is now requiring recipients of federal funding to assess the outcomes of the program in questions. In 2006, City of Pittsburgh will employ a new Performance Measurement System to establish and track measurable goals and objectives for the CDBG, HOME, ADDI and ESG programs. All approved applicants will be required to comply with the Performance Measurement System.

I. GOALS

The proposed activity meets which of the following goals: (Select only one)



Goal #1 – Creates a suitable living environment

This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) to social issues such as crime prevention, literacy or elderly health services.



Goal #2 – Provides decent housing

This objective focuses on housing programs where the purpose of the program is to meet individual, family, or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under suitable living environment.



Goal #3 – Creates economic opportunities

This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

II. OBJECTIVES

Select the most appropriate objective for the proposed activity



Improve availability/accessibility

This category applies to activities that make services, infrastructure, public facilities, housing, or shelters available or accessible to low/moderate income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low/moderate income people where they live.



Improve affordability

This category applies to activities that provide affordability in a variety of ways in the lives of low/moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.



Improve sustainability

This category applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low/moderate income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

III. OUTCOMES
(GOALS AND OBJECTIVES OF PROPOSED ACTIVITY)

Check all outcome statements that apply to the proposed activity

AVAILABILITY/ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved accessibility	<input type="checkbox"/> Enhance suitable living environment through new/improved affordability	<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved sustainability
<input type="checkbox"/> Create decent housing with new/improved availability	<input type="checkbox"/> Create decent housing with new/improved affordability	<input type="checkbox"/> Create decent housing with new/improved sustainability
<input type="checkbox"/> Provide economic opportunity through new/improved accessibility	<input type="checkbox"/> Provide economic opportunity through new/improved affordability	<input checked="" type="checkbox"/> Provide economic opportunity through new/improved sustainability

IV. OUTCOME STATEMENT

Combine the elements from the categories above to summarize why the proposed activity is needed and what outcomes will be achieved from the proposed project or program. Outcomes are the changes you expect to occur in clients' lives and/or the community as a result of the proposed activity. A complete statement includes output (quantified) + outcome (from categories above) + activity (description) + objective.

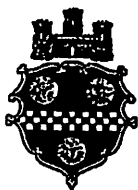
Examples: 52 households will have new access to public sewer for the purpose of creating a suitable living environment.

7 households have affordable housing through a down payment assistance program for the purpose of creating decent affordable housing

50 persons have access to new jobs through extension of a water line to a business for the purpose of creating economic development.

Outcomes Statement

Cliffside Park's renewal will benefit approximately 7,000 people (according to 2000 census) in three census tracts, each of which is 100% CDBG eligible. Cliffside Park is located in the Crawford-Roberts census tract (305), population 2,724, and will also serve residents in the Bedford Dwellings (509) and middle Hill (501) census tracts, population 2,109 and 2,143 respectively. The refurbished park will make the neighborhood more livable by providing a safe, attractive green space, encouraging physical exercise for young and old alike, and increasing community pride and social cohesion. An attractive park can also attract new residents and increase the value of surrounding properties.



Resolution No. 604
City of Pittsburgh
Text File

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

Introduced: 7/20/2010	Bill No: 2010-0749
Committee: Land Use and Economic Development Committee	Status: Passed Finally

Resolution providing for an Agreement or Agreements with various community organizations for operational/administrative expenses, maintenance, purchase of equipment; and/or rehabilitation of neighborhood facilities; and for administrative/operational costs, maintenance, purchase of equipment, and/or rehabilitation of neighborhood facilities of various departmental programs/projects for the benefit of residents of the City of Pittsburgh, at a cost not to exceed \$ 918,650.00.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of City Planning, on behalf of the City of Pittsburgh, are hereby authorized to enter into an Agreement or Agreements, in a form approved by the City Solicitor, with the following various community organizations for operational/administrative expenses; maintenance, and/or rehabilitation of neighborhood facilities; and for administrative/operational costs, maintenance, purchase of equipment, and/or rehabilitation of neighborhood facilities of various departmental programs/projects for the benefit of residents of the City of Pittsburgh, at a cost not to exceed \$918,650.00.00, chargeable to and payable from the 2010 Community Development Block Grant Program, and the listed code accounts in the City Council.

SEE ATTACHMENT

Finally, that any Ordinance or Resolution or part thereof conflicting with the provisions of this Resolution, is hereby repealed so far as the same affects this Resolution.

Effective Date: 8/20/2010

Passed in Council: 8/2/2010

Approved: 8/10/2010

Recorded in R.B. 144 page 1059

in City Clerk's Office.

Organization	Current Amount	Changes (+) or (-)	Revised Amount
500000-2610-101100-C2010-G223151-2010			
<u>Perry Hilltop Citizens Inc.</u> <u>500000-2610-101100-C2010-G229121-2010</u>	<u>0.00</u>	+ <u>1,000.00</u>	<u>1,000.00</u>
Persad Center 500000-2610-101100-C2010-G221384-2010	2,000.00	0.00	2,000.00
<u>Pittsburgh Action Against Rape</u> <u>500000-2610-101100-C2010-G229655-2010</u>	<u>2,000.00</u>	+ <u>500.00</u>	<u>2,500.00</u>
<u>Pittsburgh Aids Task Force</u> <u>500000-2610-101100-C2010-G229787-2010</u>	<u>17,000.00</u>	- <u>15,000.00</u>	<u>2,000.00</u>
Pittsburgh Community Services - Hunger 500000-2610-101100-C2010-G221390-2010	130,000.00	0.00	130,000.00
Pittsburgh Community Services - Safety 500000-2610-101100-C2010-G221391-2010	16,000.00	0.00	16,000.00
<u>Pittsburgh Parks Conservancy</u> <u>500000-2610-101100-C2010-G223243-2010</u>	<u>0.00</u>	+ <u>2,500.00</u>	<u>2,500.00</u>
Polish Hill Civic Association 500000-2610-101100-C2010-G225010-2010	15,000.00	0.00	15,000.00
<u>Pressley High Rise Tenant Council</u> <u>500000-2610-101100-C2010-G223050-2010</u>	<u>0.00</u>	+ <u>1,000.00</u>	<u>1,000.00</u>
<u>Prevention Point Pittsburgh</u> <u>500000-2610-101100-C2010-G223289-2010</u>	<u>0.00</u>	+ <u>3,500.00</u>	<u>3,500.00</u>
<u>Riverview Manor</u> <u>500000-2610-101100-C2010-G223054-2010</u>	<u>0.00</u>	+ <u>1,000.00</u>	<u>1,000.00</u>
<u>Saint Andrews Food Bank</u> <u>500000-2610-101100-C2010-G223290-2010</u>	<u>0.00</u>	+ <u>1,000.00</u>	<u>1,000.00</u>
<u>Saint Ambrose Manor</u> <u>500000-2610-101100-C2010-G229909-2010</u>	<u>0.00</u>	+ <u>1,000.00</u>	<u>1,000.00</u>
Saint Clair Athletic Association 500000-2610-101100-C2010-G221272-2010	4,000.00	0.00	4,000.00
Saint John Vianney Parrish 500000-2610-101100-C2010-G223262-2010	2,000.00	0.00	2,000.00



City of Pittsburgh
Certified Copy

510 City-County Building
414 Grant Street
Pittsburgh, PA 15219

State of Pennsylvania

Bill No: 2009-1279

I, Linda M. Johnson-Wasler, the duly appointed Clerk of Council of the City of Pittsburgh, do hereby certify that the foregoing is a true and correct copy of:

Resolution No. 237

Resolution providing for an Agreement or Agreements with various community organizations for operational/administrative expenses, maintenance, purchase of equipment; and/or rehabilitation of neighborhood facilities; and for administrative/operational costs, maintenance, purchase of equipment, and/or rehabilitation of neighborhood facilities of various departmental programs/projects for the benefit of residents of the City of Pittsburgh, at a cost not to exceed \$800,000.00.

Be it resolved by the Council of the City of Pittsburgh as follows:

Section 1. The Mayor and the Director of City Planning, on behalf of the City of Pittsburgh, are hereby authorized to enter into an Agreement or Agreements, in a form approved by the City Solicitor, with the following various community organizations for operational/administrative expenses; maintenance, and/or rehabilitation of neighborhood facilities; and for administrative/operational costs, maintenance, purchase of equipment, and/or rehabilitation of neighborhood facilities of various departmental programs/projects for the benefit of residents of the City of Pittsburgh, at a cost not to exceed \$800,000.00, chargeable to and payable from the 2009 Community Development Block Grant Program, and the listed code accounts in the City Council.

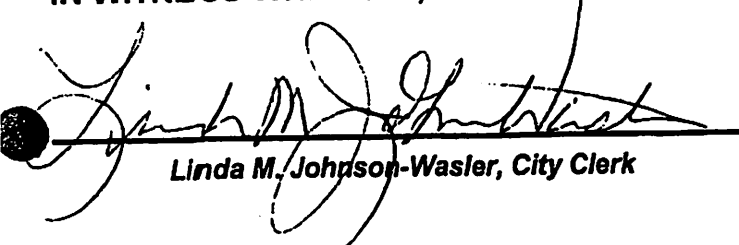
SEE ATTACHMENT

Finally, that any Ordinance or Resolution or part thereof conflicting with the provisions of this Resolution, is hereby repealed so far as the same affects this Resolution.

Mayor's Approval Date: May 06, 2009

R. Busch
RC

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of May, A.D. 2009.


Linda M. Johnson-Wasler, City Clerk

May 8, 2009

Effective Date

Pittsburgh Leadership Foundation – Storehouse for Teachers
500000-2610-101100-C2009-G223195-2009

188

<u>CURRENT AMOUNT</u>	<u>Changes (+) OR (-)</u>	<u>REVISED AMOUNT</u>
0.00	+ 2,000.00	2,000.00 ✓

ORGANIZATION

Pittsburgh Parks Conservancy
500000-2610-101100-C2009-G223243-2009

189

0.00	+ 3,000.00	3,000.00 ✓
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Poise Foundation Hope Fund
500000-2610-101100-C2009-G223236-2009

198AP

75,000.00	0.00	75,000.00 ✓
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Polish Hill Civic Association
500000-2610-101100-C2009-G225010-2009

190

0.00	+ 5,000.00	5,000.00 ✓
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Pressley High Rise Tenant Council
500000-2610-101100-C2009-G223050-2009

191

1,000.00	0.00	1,000.00 ✓
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Program for Female Offenders
500000-2610-101100-C2009-G229908-2009

192

0.00	+ 1,500.00	1,500.00 ✓
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Providence Connection
500000-2610-101100-C2009-G229974-2009

193

500.00	0.00	500.00 ✓
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Riverview Manor
500000-2610-101100-C2009-G223054-2009

194

1,000.00	0.00	1,000.00 ✓
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Riverview Towers Apartments, Inc.
500000-2610-101100-C2009-G221397-2009

195

0.00	+ 2,000.00	2,000.00 ✓
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Rosedale Block Cluster, Inc.
500000-2610-101100-C2009-G224508-2009

196

0.00	+ 1,500.00	1,500.00 ✓
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St. Ambrose Manor
500000-2610-101100-C2009-G229909-2009

197

1,000.00	0.00	1,000.00 ✓
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St. Clair Athletic Association
500000-2610-101100-C2009-G221272-2009

198

4,000.00	0.00	4,000.00 ✓
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St. John Vianney Parrish
500000-2610-101100-C2009-G223262-2009

199AA

2,000.00	0.00	2,000.00 ✓
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St. Mathews Food Bank
500000-2610-101100-C2009-G223263-2009

199AB

4,000.00	0.00	4,000.00 ✓
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St. Michael's Food Bank
500000-2610-101100-C2009-G223264-2009

199AC

4,000.00	0.00	4,000.00 ✓
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St. Pauls Benevolant Education & Missionary Inst.
500000-2610-101100-C2009-G223200-2009

199AD

2,000.00	0.00	2,000.00 ✓
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Sarah Heinz House
500000-2610-101100-C2009-G229162-2009

ORGANIZATION

Senior Friends
500000-2610-101100-C2009-G229844-2009

Shepherd Wellness Community
500000-2610-101100-C2009-G229791-2009

Sheraden Community Council
500000-2610-101100-C2009-G223121-2009

Sheraden United Methodist Church
500000-2610-101100-C2009-G223227-2009

Southside Athletic Association
500000-2610-101100-C2009-G223187-2009

South Side Chamber of Commerce
500000-2610-101100-C2009-G229981-2009

Southside Saber's Youth Football Assoc.
500000-2610-101100-C2009-G223194-2009

Spring Hill Civic League
500000-2610-101100-C2009-G221267-2009

Squirrel Hill Health Center
500000-2610-101100-C2009-G223265-2009

Steel City Boxing
500000-2610-101100-C2009-G229982-2009

Steelworkers Tower
500000-2610-101100-C2009-G223062-2009

Strong Women, Strong Girls
500000-2610-101100-C2009-G223266-2009

Tree of Hope, Inc.
500000-2610-101100-C2009-G229866-2009

Tri-Hill Valley Athletic Association
500000-2610-101100-C2009-G229126-2009

Tri-Hill Valley Meals on Wheels
500000-2610-101100-C2009-G229990-2009

<u>CURRENT AMOUNT</u>	<u>Changes (+) OR (-)</u>	<u>REVISED AMOUNT</u>
0.00	+ 3,000.00	3,000.00 ✓
0.00	+ 2,000.00	2,000.00 ✓
2,000.00	+ 4,000.00	6,000.00 ✓
0.00	+ 8,000.00	8,000.00 ✓
0.00	+ 2,000.00	2,000.00 ✓
2,000.00	0.00	2,000.00 ✓
2,000.00	0.00	2,000.00 ✓
2,000.00	0.00	2,000.00 ✓
5,000.00	0.00	5,000.00 ✓
0.00	+ 1,500.00	1,500.00 ✓
0.00	+ 3,000.00	3,000.00 ✓
1,000.00	0.00	1,000.00 ✓
4,500.00	+ 3,500.00	8,000.00 ✓
3,000.00	+ 3,000.00	6,000.00 ✓
2,000.00	0.00	2,000.00 ✓
1,500.00	0.00	1,500.00 ✓

Barnes

SUPPLEMENTAL AGREEMENT

#50520

MADE this 8th day of April, 2014⁵

BY and BETWEEN

THE CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

PITTSBURGH PARKS CONSERVANCY, a 501(c)(3) non-profit organization, having its principal place of business at 2000 Technology Drive, Suite # 300, Pittsburgh, PA 15219, and hereinafter called "AGENCY."

WITNESSETH:

WHEREAS, CITY entered into an Agreement with AGENCY, dated January 24, 2014 and identified by the City Controller as Contract No. 50520 (hereinafter, the "Agreement") for the provision by AGENCY of professional services relating to community and economic development; and

WHEREAS, the parties desire to supplement and amend the Agreement in accordance with the provisions specified herein, to extend the term thereof,

NOW THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **PARAGRAPH 2 OF THE AGREEMENT, WHICH READ AS FOLLOWS IS HEREBY DELETED IN ITS ENTIRETY:**
2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of one (1) year, beginning July 1, 2013 and ending June 30, 2014. The Director of the Department of City Planning shall reserve

the option to extend the term providing a written request from AGENCY is received thirty (30) days in advance of the termination off the Agreement.

SHALL NOW READ:

2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of twenty five months (25) beginning June 1, 2012 and ending June 30, 2014. The director of the Department of city Planning shall reserve the option to extend the term with a written request from AGENCY.

2. **IN ALL OTHER RESPECTS, THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.**

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

ATTEST:

CITY OF PITTSBURGH

Laurie Oberke

By:

[Signature]

Mayor

WITNESS:

[Signature]

By:

[Signature]

Director, Department of City Planning

ATTEST:

AGENCY

[Signature]
Secretary (Corporate Seal)

By:

Mary M. Oberer

President

EXAMINED BY:

[Signature]

Assistant CITY Solicitor

APPROVED AS TO FORM:

[Signature]
CITY Solicitor

[Signature]

COUNTERSIGNED:

Michael E. Law
City Controller



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.

50520

4-8-15

Michael E. Law

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

SS: Pittsburgh Parks Conservancy
Name of Organization

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally, appeared

Mary M Cheever who, being duly sworn according to law, and under penalty
of perjury, deposes and says that neither he nor, to the best of his actual knowledge, information or belief,
Pittsburgh Parks Conservancy of any affiliated individual is prohibited from entering a bid
Name of Organization

or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh
Code paragraph 161.22(b).

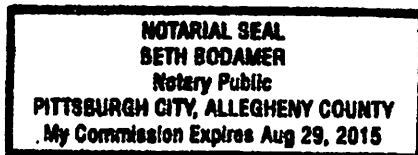
Mary M. Cheever
Name
President or Vice President

Sworn to and subscribed

before me this 6th
day of October, 2014

Beth Bodamer
Notary Public

(SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219	CONTACT NAME Donna Sebesta PHONE (A/C No. Excl.) (412) 261-2222 FAX (A/C No.) (412) 261-3437 E-MAIL ADDRESS donna@simpson-mccrady.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Ins. Co. NAIC # 26301 INSURER B: Highmark Life & Casualty Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: 15/16 Master	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		32061724	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
	GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		32061724	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		32061724	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3MPR001408	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Pittsburgh is named as additional insured.

CERTIFICATE HOLDER City of Pittsburgh	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Donna Sebesta/DONNA

Barnes

RECEIVED
JUL 08 2015

SUPPLEMENTAL AGREEMENT

MADE this 10th day of June, 2015

BY and BETWEEN

THE CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

PITTSBURGH PARKS CONSERVANCY, a 501(c)(3) non-profit organization, having its principal place of business at **45 South 23rd Street, Suite 101, Pittsburgh, PA 15203**, and hereinafter called "AGENCY."

WITNESSETH:

WHEREAS, CITY entered into an Agreement with AGENCY, dated January 24, 2014 and identified by the City Controller as Contract No. 50520 (hereinafter, the "Agreement") for the provision by AGENCY of professional services relating to Fair Housing services; and

WHEREAS, the parties desire to supplement the Agreement in accordance with the provisions specified herein, to extend the term thereof,

NOW THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. **PARAGRAPH 2 OR THE AGREEMENT, WHICH READ AS FOLLOWS IS HEREBY DELETED IN ITS ENTIRETY:**
2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide services for a period of one (1) year, beginning July 1, 2013 and ending June 30, 2014. The Director of City Planning shall reserve the option to extend the term providing a written request from AGENCY is received thirty (30) days in advance of the termination of the Agreement.

SHALL NOW READ:

2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of forty nine (49) months beginning June 1, 2012 and ending June 30, 2016. The Director of City Planning shall reserve the option to extend the term providing a written request from AGENCY.

2. PARAGRAPH 3 OR THE AGREEMENT, WHICH READ AS FOLLOWS IS HEREBY DELETED IN ITS ENTIRETY:

3. **COMPENSATION.** As full compensation for the performance of said professional services, CITY shall pay AGENCY, and AGENCY shall accept a fee computed in accordance with the approved project budget, which is marked Exhibit "B", attached hereto and made part hereof. In no event shall the total fee payable to AGENCY under the terms of this Agreement exceed the sum of **THIRTY TWO THOUSAND DOLLARS (\$32,000)**.

All invoices must be submitted to the Department of City Planning for payment no later than six (6) months after the end date of this contract. After that time, no invoices will be paid regardless of whether the work was completed, and the funds will be returned to the City.

Budget line items cannot be altered unless a formal written request for modification with a detailed justification for such request is submitted to CITY, and approved in writing by the Director of the Department of City Planning. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date. A proposed revised line item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless AGENCY has furnished to CITY accompanying monthly status reports with each requisition for payment.

In the event that AGENCY and/or CITY anticipates that the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, CITY reserves the right to extract that portion for other projects/programs operated by CITY.

SHALL NOW READ:

3. COMPENSATION. As full compensation for the performance of said professional services, CITY shall pay AGENCY, and AGENCY shall accept a fee computed in accordance with the approved project budget, which is marked Exhibit "B", attached hereto and made part hereof. In no event shall the total fee payable to AGENCY under the terms of this Agreement exceed the sum of **THIRTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$39,500)**.

All invoices must be submitted to the Department of City Planning for payment no later than six (6) months after the end date of this contract. After that time, no invoices will be paid regardless of whether the work was completed, and the funds will be returned to the City.

Budget line items cannot be altered unless a formal written request for modification with a detailed justification for such request is submitted to CITY, and approved in writing by the Director of the Department of City Planning. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date. A proposed revised line item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless AGENCY has furnished to CITY accompanying monthly status reports with each requisition for payment.

In the event that AGENCY and/or CITY anticipates that the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, CITY reserves the right to extract that portion for other projects/programs operated by CITY.

3. PARAGRAPH 4 OR THE AGREEMENT, WHICH READ AS FOLLOWS IS HEREBY DELETED IN ITS ENTIRETY:

4. PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sum of **THIRTY TWO THOUSAND DOLLARS (\$32,000)** appropriated for the same, chargeable to and payable from the following account(s):

<u>JD Edwards Job No.</u>	<u>Item No.</u>	<u>Amount</u>
0123243120.58101.00	5100	\$ 12,000
0223243120.58101.00	5100	\$ 10,000
0223243130.58101.00	5100	\$ 10,000

The CFDA number for this contract is 14.218.

SHALL NOW READ:

4. PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sum of ~~SIXTY THREE THOUSAND EIGHTY FOUR~~

THIRTY NINE THOUSAND FIVE HUNDRED

DOLLARS (\$39,500) appropriated for the same, chargeable to and payable from the following account(s):

<u>JD Edwards Job No.</u>	<u>Item No.</u>	<u>Amount</u>
0123243120.58101.00	5100	\$ 12,000
0223243120.58101.00	5100	\$ 10,000
0223243130.58101.00	5100	\$ 10,000
0123243140.58101.00	5100	\$ 2,500
0223243140.58101.00	5100	\$ 5,000

The CFDA number for this contract is 14.218

4. PARAGRAPH 30 OR THE AGREEMENT, WHICH READ AS FOLLOWS IS HEREBY DELETED IN ITS ENTIRETY:

30. AUTHORIZING RESOLUTION. This Agreement is entered into by the City of Pittsburgh pursuant to **Resolution No. 69, effective February 8, 2013** and **Resolution No. 347, effective May 17, 2013.** And **Resolution No. 570, effective August 12, 2013.**

SHALL NOW READ:

30. AUTHORIZING RESOLUTION. This Agreement is entered into by the City of Pittsburgh pursuant to **Resolution No. 69, effective February 8, 2013** and **Resolution No. 347, effective May 17, 2013.** And **Resolution No. 570, effective August 12, 2013,** and **Resolution No. 404, effective June 17, 2014,** and **Resolution No. 405, effective June 17, 2014.**

2. IN ALL OTHER RESPECTS, THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

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

ATTEST:

CITY OF PITTSBURGH

Jamie Drake

By [Signature]
Mayor

WITNESS:

[Signature]

By [Signature]
Director, Department of City Planning

ATTEST:

[Signature]
Secretary (Corporate Seal)

By May M. Cheere
President

EXAMINED BY:

[Signature]
Assistant City Solicitor

APPROVED AS TO FORM:

[Signature]
City Solicitor

COUNTERSIGNED:

Michael E. Lane
City Controller

50520



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.

Michael E. Lane 6-10-15

EXHIBIT C

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

ss: Pittsburgh Parks Conservancy
Name of Organization

DEBARMENT AFFIDAVIT

BEFORE ME, the undersigned authority, personally, appeared

Mary M Cheever who, being duly sworn according to law, and under penalty
of perjury, deposes and says that neither he nor, to the best of his actual knowledge, information or belief,
Pittsburgh Parks Conservancy affiliated individual is prohibited from entering a bid
Name of Organization

or participating in a City of Pittsburgh contract by reason of disqualification as set forth at Pittsburgh
Code paragraph 161.22(b).

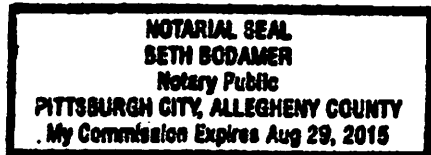
Mary M. Cheever
Name
President or Vice President

Sworn to and subscribed

before me this 6th
day of October, 2014

Beth Bodamer
Notary Public

(SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Simpson & McCrady LLC 310-330 Grant Street Suite 1320 Pittsburgh PA 15219	CONTACT NAME Donna Sebesta
	PHONE / FAX (412) 261-2222 / (412) 261-3437
E-MAIL ADDRESS donna@simpson-mccrady.com	INSURER(S) AFFORDING COVERAGE
INSURED Pittsburgh Parks Conservancy 2000 Technology Drive Suite 200 Pittsburgh PA 15219	INSURER A: Selective Way Ins. Co. NAIC # 26301
	INSURER B: Highmark Life & Casualty Group
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 15/16 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		92061724	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC					
2	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		92061724	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		92061724	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in PA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	MPA001409	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WA STAFF-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Pittsburgh is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Pittsburgh	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Donna Sebesta/DONNA <i>Donna Sebesta</i>
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