

14A-0082 CN# 50697



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Project Assistance and Reimbursement Agreement

Made this 23rd day of May 2014

BY AND BETWEEN

THE CITY OF PITTSBURGH, Department of Parks and Recreation

Hereinafter referred to as "City"

AND

The PITTSBURGH PARKS CONSERVANCY, INC.

Hereinafter referred to as the "PPC"

Providing Funding For Capital Improvements for Schenley Park

WITNESSETH:

Whereas, the City and the PPC have entered into and then renewed a Cooperation Agreement (the "Cooperation Agreement") to establish and alliance to provide infrastructure improvements, special care, and restoration for the City's four regional parks -- Frick, Schenley, Highland and Riverview; and

Whereas, the City is in the process of undertaking the Schenley Park Westinghouse Memorial Pond Restoration Project (the "Project") and the PPC has offered to assist the City by providing design review and financial assistance for consulting services relating to the Project; and

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

- 1. **SCOPE OF ASSISTANCE:** Subject to all terms and conditions set forth below and within the attached exhibits, the PPC has agreed to

provide financial assistance for the development of construction documents to be provided to the City by MTR Landscape Architects ("MTR"). The City of Pittsburgh Department of Public Works shall act as Project Manager (design/construction) for the Project. PPC shall act as co-Project Partner, with full involvement in all stages of the project, and review and approval of deliverables. The applicable review and approval(s) will occur prior to PPC's payment of invoice(s) per Section 3 of this Agreement.

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date first written above and, unless otherwise terminated earlier as permitted herein, shall conclude on the latter of (i) June 30, 2014 or (ii) the Completion Date of the Project.

3. **FUNDING:** The PPC agrees to generate and to provide funding in an amount not to exceed Eighty-Eight Thousand, Five Hundred Ninety-Nine Dollars (\$88,599) contributing one-half of the total Project cost. Funding by PPC will be forwarded to the City according to the following protocol:
 - A. The City will submit invoices and supporting documentation to PPC requesting reimbursement for costs actually incurred;

 - B. PPC will have a period of fifteen (15) days following receipt to review the invoices submitted, and during that period PPC may, in its reasonable discretion, request that the City furnish additional supporting documentation with respect to the invoices submitted;

 - C. PPC, will, within thirty (30) days following receipt of each invoice for payment and all required supporting documentation, pay the amount of each invoice to the City, by check made out to: Treasurer, City of Pittsburgh.

Amounts reimbursed to the City from the PPC shall be deposited into the following account: 4029400095.48311.00, Budget Year 2013.

4. **INTERRUPTION; POSTPONEMENT; ABANDONMENT:** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which City considers to be in its best interests, PPC shall not be entitled to reimbursement from City for any funds expended on the Project. Nor shall PPC be responsible for payment of any unpaid portion of the balance of its contribution set forth in Paragraph 3.
5. **REVIEW OF PROJECT RECORDS:** Authorized representatives of PPC shall have access to the books and records maintained by City with respect to any services or materials provided to PPC pursuant to this Agreement at all reasonable times and for all reasonable purposes. All books and records pertaining to the Project shall be preserved by City for a period of three (3) years after the termination of this Agreement.
6. **GOVERNING LAW:** This Agreement shall, in all respects, be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
7. **AMMENDMENT AND TERMINATION:** This Agreement contains all 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 prior written amendment, duly executed by the parties. Either party may terminate this Agreement upon thirty (30) days prior written notice.
8. **PITTSBURGH HOME RULE CHARTER:** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.
9. **OWNERSHIP OF IMPROVEMENTS:** Ownership of all alterations, additions or capital improvements constructed and paid for by PPC at the Site shall vest in City upon installation, without compensation being paid therefore.
10. **ASSIGNMENT; SUBCONTRACTING:** PPC shall not assign this Agreement without written consent of City.

11. **NON-OBLIGATION OF CITY TO REPAY ANY PRIVATE MONIES OR GRANTS:** In the event that this Agreement is terminated by City as permitted under this Agreement or the Cooperation Agreement, or in the event of bankruptcy of PPC, the City shall not be obligated to repay any private monies obtained by PPC for the development of the construction documents and/or for improvements to the Project Site.
12. **AUTHORIZING RESOLUTIONS:** This Agreement is entered into by City pursuant to Resolution No. 741 of 2013, effective November 21, 2013.
13. **INSURANCE:** Prior to the beginning of any work performed on the Project by MTR after the execution date of this Agreement, the City shall ensure that certificates of insurance are furnished duly naming the City and the PPC as additional insured on every policy of comprehensive general liability insurance required.

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

WITNESS:

CITY OF PITTSBURGH

Laurie Drake

WITNESS:

By:

William Peduto

William Peduto, Mayor

City of Pittsburgh
Department of Parks & Recreation

Allera Gibson

WITNESS:

By:

Louann Horan

Acting Director, Louann Horan

City of Pittsburgh
Department of Public Works

Stephen J. Judema

WITNESS:

By:

Michael Gable

Director,

Michael Gable

Pittsburgh Parks Conservancy, Inc.

Patrick A. Sage

WITNESS:

By:

Mary M. Cheever

President & CEO,
Mary M. Cheever

Examined:

[Signature]

Associate City Solicitor

Approved as to form by:

[Signature]

City Solicitor

Countersigned by:

Michael E. Lam

City Controller

5-23-14

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