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**AMENDMENT NO. 2 TO
PROJECT AND LICENSE AGREEMENT**

Made this 10th day of Jan., ~~2016~~ 2017
BETWEEN

THE CITY OF PITTSBURGH
Hereinafter referred to as "City"
AND

MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION
Hereinafter referred to as "MWCDC"

WITNESSETH:

WHEREAS, pursuant to Resolution No. 658, effective October 27, 2006, the City and MWCDC entered into a Project and License Agreement dated _____, 2006, which agreement was amended and extended by Amendment No. 1 dated May 31, 2008 (the "Agreement"), for the removal of invasive species and revegetation of park areas along the face of Grandview Area, Bigbee Street, and portions of Grandview Park (the "Project Work"), located in the City's regional park now known as Emerald View Park ("EVP");

WHEREAS, MWCDC and PPC have entered into an Alliance Agreement dated June 1, 2016 whereby PPC will assume the role of MWCDC under its agreements with the City and other parties relating to EVP; and

WHEREAS, PPC will continue the Project Work under PPC's Cooperation Agreement with the City dated April 10, 2000, which agreement was renewed and extended on December 12, 2011.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, agree to the following:

1. MWCDC and the City confirm their agreement that PPC shall assume MWCDC's obligations and perform the Project Work under the Agreement.
2. MWCDC and the City confirm their agreement that the Project Work shall be extended indefinitely and governed by the PPC's Cooperation Agreement with the City going forward, effective as of June 1, 2016.

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

ATTEST:

Gara Hill

CITY OF PITTSBURGH

By: William Peduto
William Peduto, Mayor

Megan Hoh

By: James Griffin
James Griffin, Director, Parks and Recreation

Michael Gable

By: Michael Gable 12/28/16
Michael Gable, Director, Department of Public Works

ATTEST:

Mitchel Goralnick

MOUNT WASHINGTON COMMUNITY
DEVELOPMENT CORPORATION

By: Laura Guralnick
Laura Guralnick, Acting Executive Director

The Pittsburgh Parks Conservancy, by its duly authorized officers, hereby confirms its agreement to the foregoing as of the date first above written in accordance with the Alliance Agreement dated June 1, 2016 between Mount Washington Community Development Corporation and Pittsburgh Parks Conservancy.

ATTEST:

Bob Bodamer

THE PITTSBURGH PARKS CONSERVANCY

By: Mary M. Cheever
Mary M. Cheever, President & CEO

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EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO FORM:

City Solicitor

**AMENDMENT NO. 1 TO
PROJECT AND LICENSE AGREEMENT
BETWEEN
THE CITY OF PITTSBURGH
AND
MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION
2006-2008**

THIS AMENDMENT, made as of May 31, 200~~7~~⁸ by and between THE CITY OF PITTSBURGH ("CITY"), acting by and through its Director of Parks and Recreation (the "DIRECTOR"), and THE MOUNT WASHINGTON COMMUNITY DEVELOPMENT CORPORATION, a Pennsylvania non-profit corporation, with its principal offices at 301 Shiloh Street, Pittsburgh, Pennsylvania 15211 ("MWCDC");

WITNESSETH:

WHEREAS, the City and the Mount Washington Community Development Corporation ("MWCDC") have entered into a Project and License Agreement for the provision by MWCDC of services relating to the removal of invasive species and revegetation of Park areas along the face of Grandview Avenue, and ,

WHEREAS, the Agreement was initially set to expire as of May 31, 2008; and,

WHEREAS, the Parties wish to extend the term of the Agreement until November 31, 2012; and

WHEREAS, the Parties wish to enlarge the area in which MWCDC will remove invasive species and revegetation of Park areas; and

WHEREAS, MWCDC is willing to provide these services at no cost to the City;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto, intending to be legally bound, agree to the following amendments to the Agreement.

1. Section 1, "Scope of Improvements and Grant of License" which formerly read:

1. **SCOPE OF IMPROVEMENTS & GRANT OF LICENSE:** Subject to all terms and conditions set forth below and within the attached exhibits, MWCDC has agreed to provide invasive species removal and revegetation of Park areas along a portion of the face of Grandview Area (the "Project Work"). MWCDC is not required to complete all of the specified areas, but

will prioritize the work on a time and manpower basis. The work will be done at MWDC's own sole cost and expense, including all materials, equipment, and utility needs. The scope of the Project and description of the Project Site are more fully provided in Exhibit "A", which is attached hereto and incorporated herein. The CITY hereby grants to MWDC, its agents, contractors, and subcontractors, a license to go upon the Site to perform the Project Work. However, MWDC shall be required to obtain separate licenses or permits as required by applicable law for pesticide/herbicide uses permitted on the Project Site.

Shall now read:

1. **SCOPE OF IMPROVEMENTS & GRANT OF LICENSE:** Subject to all terms and conditions set forth below and within the attached exhibits, MWDC has agreed to provide invasive species removal and revegetation of Park areas along a portion of the face of Grandview Area, Bigbee Street, and portions of Grandview Park, (the "Project Work") at its own sole cost and expense, including all materials, equipment, and utility needs unless otherwise indicated by the City. The scope of the Project and description of the Project Site are more fully provided in Exhibit "A", which is attached hereto and incorporated herein. The CITY hereby grants to MWDC, its agents, contractors, and subcontractors, a license to go upon the Site to perform the Project Work. However, MWDC shall be required to obtain separate licenses or permits as required by applicable law for pesticide/herbicide uses permitted on the Project Site.

2. Section 2 "Term of Agreement," which formerly read:

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date first written above and shall last through May 31, 2008, unless earlier terminated as permitted in Paragraph 10 herein.

Shall now read:

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on the date first written above and shall last through November 31, 2012, unless earlier terminated as permitted in Paragraph 10 herein.

3. There shall be no change to Section 23 "Authorizing Resolution," which shall continue to read:

23. **AUTHORIZING RESOLUTION:** This Agreement is entered into by CITY pursuant to Resolution No. 769, effective December 27, 2006.

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

Witness:

Laurie Dierker
Witness:

City of Pittsburgh

By: Luke Ravenstahl
Luke Ravenstahl, Mayor

City of Pittsburgh
Department of Parks and Recreation

Francis Knight
Witness:

By: Duane Ashley
Director, Duane Ashley

City of Pittsburgh
Department of Public Works

Carol Duroy
Witness:

By: Guy Costa
Director, Guy Costa

MOUNT WASHINGTON COMMUNITY
DEVELOPMENT CORPORATION

Paul F. Renne
Witness:

By: Frank J. Renne
Title PRES.

Examined: Kate Reiner
Assistant City Solicitor

Approved as to form by: Frank J. Renne
City Solicitor