



7A

Project License Agreement

Made this 1st day of September 2012

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"

For McKinley Park Project,

Hereinafter referred to as "McKinley"

WITNESSETH:

Whereas, pursuant to Resolution No. 285 of 1998, approved May 29, 1998 effective May 29, 1998 the City entered into a Cooperation Agreement (the "Cooperation Agreement"), dated April 10, 2000 and renewed and extended on December 11, 2011, with the PPC to establish an alliance to provide infrastructure improvements, special care, and restoration for the City's parks, which Agreement is attached hereto and incorporated herein as Exhibit "A"; and

Whereas, the PPC, consistent with the Cooperation Agreement, has obtained and set aside certain funds to improve park and recreational elements of McKinley Park; and

Whereas, the City has received and approved PPC's plans for said improvements to McKinley Park, and

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

prevailing wages for certain projects. By entering into this agreement, the City Solicitor is expressing no opinion as to whether PPC has or will comply with any of these laws.

6. **ANTI-DISCRIMINATION:** PPC 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. PPC shall comply with the applicable provisions of the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. PPC 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 there under. PPC 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.
7. **INSURANCE:** PPC and any prime contractor hired to perform McKinley Project Work shall maintain insurance in the amount specified in this Section and shall keep the City as an additional insured on such policy throughout the term of this Agreement. Attached hereto as Exhibit "C" and incorporated herein is a certificate of insurance duly executed by officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverages and specifically identifying City as an additional insured on all general liability policies, which insurance shall be noncancellable, except upon thirty (30) days prior written notice to City:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death	\$ 1,000,000	\$2,000,000
Real & Personal Property damage	\$ 1,000,000	\$2,000,000
Worker's Compensation	Statutory Limits	

All premiums shall be at the expense of PPC and, if applicable, its prime contractor. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, PPC shall renew said

15. **WAIVER OF MECHANIC'S LIENS:** PPC shall not cause or permit any work to be done upon or any materials or services furnished to any portion of the Project Site in connection with the improvement, alteration or repair thereof, except under a contract or contracts which effectively waive to the fullest extent permitted by law any right to file a mechanic's lien or claim against the Project Site or any part thereof.
16. **ZONING:** PPC shall be responsible for complying with all applicable zoning guidelines and laws relative to the Project Site. With the prior approval of the City, PPC shall file for approval of any zoning variances that may be required for the intended use of the Project Site.
17. **CONSENTS:** In any case under this Agreement, when the prior written approval or consent of City shall have been requested by PPC, such approval or consent shall not be unreasonably withheld or delayed by City.
18. **APPROVALS FOR REHABILITATIONS:** PPC shall accomplish the rehabilitation and improvements of McKinley Park in accordance with the scope of work described on Exhibit "B" hereto as previously approved by the City. McKinley Park shall be accomplished in accordance with applicable laws. Any alteration in plans previously approved by City must be submitted in writing to the City's Department of Public Works prior to such planned amendments. Any objections by the Director of Public Works shall be timely provided in writing and provide detail sufficient for the PPC to respond to its concerns.
19. **INDEMNITY:** PPC hereby agrees to indemnify, save and hold harmless, and defend City, its officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by PPC of any services under this Agreement; any act, error or omission of PPC or of any agent, employee, licensee, invitee, contractor, subcontractor, or volunteer of PPC; and any breach by PPC of any of the terms conditions or provisions of this Agreement.
20. **INDEMNIFICATION BY CITY:** To the extent permitted under the Political Subdivision Tort Claims Act, 42 Pa.C.S. Section 8451 *et seq.* and without waiving its rights thereunder, the City will defend and indemnify the PPC and its officers and directors for any and all costs, damages and judgments relating in any way to the City's obligations under this Agreement.
21. **RIGHT TO INSPECT; RIGHT TO TAKE EMERGENCY ACTION:** City shall have the right to enter the Project Site at all times for the purposes of inspecting the same or determining whether PPC and/or its subcontractors are complying with the terms and conditions hereof. City shall have the right (but not the duty) to enter the Project Site without the consent of PPC at any time to correct any situation which, in the reasonable discretion of City, is deemed to be of an emergency nature.

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

Witness:

City of Pittsburgh

Jessie Drake
Witness:

By: Luke Ravenstahl
Luke Ravenstahl, Mayor

City of Pittsburgh
Department of Parks and Recreation

Michael J. Moran
Witness:

By: Loann Horan
~~Director, Mike Radley~~
ACTING DIRECTOR, LOANN HORAN

City of Pittsburgh
Department of Public Works

James Byrne
Witness:

By: [Signature] 5/20/13
Director, Robert Kaczorowski

Pittsburgh Parks Conservancy

[Signature]
Witness:

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

Examined: [Signature]
Assistant City Solicitor

Approved as to form by: [Signature]
City Solicitor

Countersigned by: [Signature]
City Controller



Cooperation Agreement Renewal And Extension

Made this 12th day of December 2011

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"

WITNESSETH:

WHEREAS, Pursuant to Resolution No. 285 of 1998, approved May 29, 1998 and effective May 29, 1998, the City entered into a Cooperation Agreement (the "Cooperation Agreement"), dated April 10, 2000, with the PPC to establish an alliance to provide improvements, special care, and restoration for the City's four regional parks; and

WHEREAS, the Resolution No. 285 and the Cooperation Agreement provide for a limited term; and

WHEREAS, the Cooperation Agreement expressly provides that it "may be renewed upon mutual written agreement of the parties"; and

WHEREAS, the PPC and the City now wish to renew and extend the Cooperation Agreement to reflect their desire and intention to continue to cooperate in preserving, restoring, improving, and maintaining the City's regional parks and such other parks as may be specified by the City.

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

I. Initial Renewal Term

The Parties agree that the term of the Cooperation Agreement shall be renewed and extended through and including December 31, 2020.

IV. Authorizing Resolution

This Amendment is authorized pursuant to Resolution No. 364, effective May 26, 2011.

[The remainder of this page is intentionally left blank.]

EXHIBIT A: GENERAL PROJECT PROTOCOL

For each Project being proposed by the Conservancy, it will strive to follow the following protocol:

1. Present Project idea to City Directors of Public Works, Planning, and Parks and Recreation for initial conceptual approval of plans and location.
2. Engage affected community groups by making them aware of the Project plans in concert with City Planners and other City staff as needed.
3. Present Project conceptual and subsequent final designs and plans of projects to the pertinent City Commissions (e.g. members of Art Commission) who have purview over the proposed Project/location.
4. Coordinate with affected City department(s) that will be drafting/presenting a resolution to City Council authorizing the relevant Project Agreement.
5. Work with affected City Departments to draft and execute a Project Agreement, subject to approval of applicable Directors and the City Solicitor.
6. Upon completion of the Project, provide as-built documents to the City Directors of Public Works, Planning, and Parks as well as any pertinent Commissions that may require said documentation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2012

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 330 Grant Street Suite 1320 Pittsburgh PA 15219		CONTACT NAME: Donna Sebesta PHONE (A/C No. Ext): (412) 261-2222 FAX (A/C No.): (412) 261-3437 E-MAIL ADDRESS: donna@simpson-mccrady.com	
INSURED Pittsburgh Parks Conservancy 2000 Technology Drive Suite 300 Pittsburgh PA 15219		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Phoenix Insurance Co	NAIC # 25623
		INSURER B: Travelers Property Casualty Co	NAIC # 25674
		INSURER C: Travelers Indemnity Company	NAIC # 25658
		INSURER D: Highmark Life & Casualty Group	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 12/13 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	ADDL SUBR INSR	WVD	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	X		I6601402C440PBX11	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> 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			BA3272C71611SEL	3/1/2012	3/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP3355Y136IND11	3/1/2012	3/1/2013	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HMPA001408	3/1/2012	3/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
							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)

RE: Agreement between the City of Pittsburgh and Pittsburgh Parks Conservancy for Neighborhood Needs

The City of Pittsburgh is an Additional Insured with respect to general liability as their interests may appear.

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

ACORD 25 (2010/05)

INS025 (201005) 01

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