

## AMENDMENT TO PARKING AGREEMENTS

**THIS AMENDMENT TO PARKING AGREEMENTS** (this “**Amendment**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and is to be effective as of January 1, 2015 (the “**Effective Date**”), by and between the **PUBLIC PARKING AUTHORITY OF PITTSBURGH**, a public body corporate and politic and a parking authority of the Commonwealth of Pennsylvania duly established and existing under Chapter 55 of Title 53 of the Pennsylvania Consolidated Statutes (the “**Authority**”) and the **CITY OF PITTSBURGH**, a municipality and a city of the second class of the Commonwealth of Pennsylvania duly organized and existing under the Constitution and laws of said Commonwealth and the City of Pittsburgh Home Rule Charter (the “**City**”).

### RECITALS

**WHEREAS**, heretofore, the City and the Authority allocated among themselves certain rights and responsibilities pertaining to the operation and finances of certain on-street public parking meters and off-street public parking garages and lots, all as more fully set forth in that certain (a) Meter Revenue Agreement by and between the City and the Authority, dated December 18, 1985 (the “**Revenue Agreement**”), as amended by that certain Amendment Agreement by and among the Authority, City and the City of Pittsburgh Equipment Leasing Authority (the “**Leasing Authority**”), dated as of January 1, 2000 (the “**Amendment Agreement**”); (b) Cooperation Agreement by and among the City, the Authority and Leasing Authority, dated as of February 5, 1995 as amended by the Amendment Agreement (the “**Cooperation Agreement**”); (c) Monongahela and Allegheny Wharf Lease by and between the City and the Authority dated January 1, 1987, as amended by that certain Amendment to Monongahela and Allegheny Wharf Lease dated September 1, 1989 (collectively, the “**Mon Wharf Lease**”); and (d) Agreement of Lease dated July 20, 1993 by and between the Authority and the City (the “**Mellon Square Garage Lease**,” together with the Revenue Agreement, Amendment Agreement, Cooperation Agreement, and Mon Wharf Lease, the “**Governmental Cooperation Agreements**”);

**WHEREAS**, the City and the Authority have also previously allocated among themselves certain rights and responsibilities pertaining to the operation and finances of the enforcement, adjudication, processing and collection of parking tickets issued in the City pursuant to a Pittsburgh Parking Court Cooperation Agreement dated as of May 18, 2005 between the Authority and the City (the “**Parking Court Cooperation Agreement**”)

**WHEREAS**, the parties desire to more accurately reflect the economics of the Governmental Cooperation Agreements and the Parking Court Cooperation Agreement in light of increased efficiencies in the Authority’s ability to provide and enforce public parking in the City of Pittsburgh;

**WHEREAS**, pursuant to that certain resolution adopted by the Board of Directors of the Authority on October 16, 2014, and attached hereto as Exhibit A (the “**Authority Resolution**”), the Authority is authorized to enter into this Amendment;

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants, representations, warranties and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the City and the Authority covenant and agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference.

2. **Revenue Agreement.** The Revenue Agreement is hereby amended as follows:

a. Article II. The phrase “and ending on November 25, 2015,” in Article II is hereby deleted in its entirety and replaced with the phrase “and ending on January 31, 2050. Accordingly, this Agreement shall terminate as of January 31, 2050<sup>1</sup>, and thereafter be of no further force or effect.”

b. Article V. Article V, entitled “Distribution to City” is hereby deleted in its entirety, as distributions to the City of its share of Meter Revenues are now governed by Section 1 and Section 4(d) of the Cooperation Agreement, as amended by this Amendment.

c. Article VIII. The sentence “The Parking Meters shall always remain the property of the City.” is hereby deleted in its entirety, as ownership of the Parking Meters is now governed by Section 4(g) of the Cooperation Agreement, as amended by this Amendment.

3. **Cooperation Agreement.** The Cooperation Agreement is hereby amended as follows:

a. Section 1. The following terms defined in Section 1 are hereby amended as follows:

i. The definition of the “Authority’s Share of Parking Meter Revenues/Cooperation Agreement” is hereby deleted, and the following is substituted therefor:

**Authority’s Share of Parking Meter Revenues/Cooperation Agreement:** The term “Authority’s Share of Parking Meter Revenues/Cooperation Agreement” means, for any fiscal year of the Authority, the amount of (a) \$2,000,000.00, plus (b) an amount equal to any and all operating expenses associated with the Parking Meters, including, without limitation, annual maintenance, consumables and repair payments, credit card

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<sup>1</sup> The termination date is based on the Authority’s term of existence, which was approved by City Council pursuant to Ordinance No. 1 of 2000 (Bill No. 2000-0018). This date was also selected for purposes of providing adequate security to bondholders in anticipation of a bond issuance in the next three years for reconstruction of the 9<sup>th</sup> and Penn Garage.

fees, warranty payments and such other contractual payments as may be required with respect to the on-street multi-space parking meters (collectively the "Operating Expenses"). On or before March 31st of each calendar year (beginning in 2016), Authority shall provide City with a reasonable documentation supporting the amount of Operating Expenses incurred in the prior fiscal year.

ii. The defined term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" in Section 1 is hereby amended and restated in its entirety. As amended and restated, the term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" hereafter means the following:

**Authority's Share of Parking Meter Revenues/Meter Revenue Agreement:** The term "Authority's Share of Parking Meter Revenues/Meter Revenue Agreement" means, for any fiscal year of the Authority, the amount of \$2,600,000.00.<sup>2</sup>

b. Section 2. The following provisions of Section 2 are hereby amended as follows:

i. The second and third sentences of Section 2(b) are hereby deleted in their entirety.

ii. The second, third and fourth sentences of Section 2(c) are hereby deleted in their entirety.

iii. Section 2(d) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

iv. Section 2(h) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

c. Section 3. Section 3 is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted." Accordingly, Exhibit A to the Cooperation Agreement is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

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<sup>2</sup> The changes in these definitions result in the Authority being entitled to retain from the Meter Revenues the sum of \$4,600,000, plus any and all operating expenses associated with the Parking Meters, including, without limitation, annual maintenance, consumables and repair payments, credit card fees, warranty payments and such other contractual payments as may be required with respect to the on-street multi-space parking meters. The \$4.6 million sum is the approximate amount of gross meter revenue collected by the Parking Authority in 2011.

d. Section 4.

i. Section 4(a). Section 4(a) is hereby deleted and the following is hereby substituted therefor:

a. **Assignment of Parking Meter Revenues.** Subject to the conditions set forth in this Agreement, the City hereby irrevocably assigns, transfers and sets over unto the Authority one hundred percent (100%) of the Meter Revenues derived from the operation of Parking Meters in the City during the period beginning on the date of this Agreement and ending on January 31, 2050.

ii. Section 4(c). Section 4(c) is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

iii. Section 4(d). Section 4(d) is hereby deleted and the following is substituted therefor:

d. **Distributions to City.** On March 15 of each calendar year, the Authority will direct The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under that certain Trust Indenture dated as of January 1, 2000, between the Authority and the Trustee (the "Indenture"), to transfer to the Coop Account of the 2000 Revenue Fund (as both terms are defined in the Indenture), the City's Revised Portion of the Meter Revenues collected during the fiscal year of the Authority ended on the immediately preceding December 31. Immediately following such transfer into the Coop Account, the Authority will direct the Trustee to transfer to the City therefrom the City's Revised Portion of the Meter Revenues; provided, however, that the Authority shall be obligated to cause such transfer to the City only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Reserve Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further payment for that year and the City is to accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 4(d) for such fiscal year

On or before June 15<sup>th</sup> of each calendar year (beginning in 2016), the Authority shall provide the City with reasonable documentation supporting the calculation of the last payment made to the City pursuant to this Section 4(d).

iv. Section 4(e). Section 4(e) is hereby deleted in its entirety and replaced with "Intentionally Omitted."

v. Section 4(f). Section 4(f) is hereby deleted and the following is substituted therefor:

**f. Assigned Parking Meter Revenues as Consideration for Services Rendered.** The Authority's Share of Parking Meter Revenues/Cooperation Agreement and the Authority's Share of Parking Meter Revenues/Meter Revenue Agreement are consideration for services rendered by the Authority to the City, including, among other things, the operation, maintenance and enforcement of the on-street parking meter system in the City of Pittsburgh, and will not be subject to repayment unless the Authority, in its sole discretion, chooses to make repayment of all or any portion of such proceeds not otherwise encumbered by any pledge or encumbrance supporting an obligation of the Authority.

vi. Section 4(g). Section 4(g) is hereby amended by deleting the second sentence of such section in its entirety and by inserting in its place the following:

“Notwithstanding anything to the contrary in this Section 4(g), (i) the Parking Meters are the property of the Authority and (ii) the removal or relocation of any Parking Meter will be conducted by the Authority, upon request by the City.”

e. Amendments to Section 5. Section 5 is hereby deleted and the following is hereby substituted therefor:

**5. Payment in Lieu of Taxes.**

a. 2014 Fiscal Year. With respect to the fiscal year of the Authority commencing on January 1, 2014 and ending at the close of business on December 31, 2014, the Authority will, on March 15 of 2015, direct The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) under that certain Trust Indenture dated as of January 1, 2000, between the Authority and the Trustee (the “Indenture”), to pay to the City from moneys on deposit in the Coop Account with respect to the such prior fiscal year an amount not to exceed \$1,300,000 as a payment in lieu of taxes (“PILOT”); provided, however, that the Authority shall be obligated to make each such payment only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on December 31, 2014, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the “Coverage Ratio”).

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the

difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further payment for the prior fiscal year and the City will accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 5 for such fiscal year, and the City will not seek any further payment under this Section 5 for such fiscal year. On or before June 15<sup>th</sup> of 2015, the Authority shall provide the City with reasonable documentation supporting the calculation of the last payment made to the City pursuant to this Section 5(a).

b. 2015 Fiscal Year and Thereafter. On March 15 of 2016, and each March 15<sup>th</sup> thereafter, the Authority will direct the Trustee to pay to the City from moneys on deposit in the Coop Account with respect to the prior fiscal year an amount not to exceed \$1,900,000 as a payment in lieu of taxes; provided, however, that the Authority shall be obligated to make each such payment only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of the Authority ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Authority were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of the Authority were less than 150% of the Debt Service Requirement for such period, then the Authority will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

The Authority will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the City to the extent necessary to satisfy the Authority's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Authority will notify the City in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Authority will have no obligation whatsoever to make any further payment for the prior fiscal year and the City will accept any such payment or notice as full satisfaction of the Authority's obligations under this Section 5 for such fiscal year, and the City will not seek any further payment under this Section 5 for such fiscal year. On or before June 15<sup>th</sup> of each calendar year (beginning in 2016), the Authority shall provide the City with reasonable documentation supporting the calculation of the last payment made to the City pursuant to this Section 5(b).

**4. Mellon Square Garage Lease.**

a. Section 8 of the Mellon Square Garage Lease is hereby deleted in its entirety and replaced with the phrase "Intentionally Omitted."

b. Notwithstanding anything to the contrary in the Mellon Square Garage Lease, the City and the Authority hereby acknowledge and agree as follows:

i. The term of the Mellon Square Garage Lease is currently month-to-month (the "MSG Term"). The City may terminate any or all of the Mellon Square Garage Lease without penalty upon sixty (60) days' (the "Notice Period") advance written notice to the Authority (the "MSG Termination Right").

ii. The Authority shall have a right of first refusal to manage the Mellon Square Garage on behalf of the City (the "MSG ROFR"). In the event the City exercises its MSG Termination Right to some or all of the Mellon Square Garage, then the Authority, in its sole discretion, may elect to be a parking garage operator on behalf of the City with respect to the relevant areas of the Mellon Square Garage that are impacted by exercise of the MSG Termination Right (the

“Non-Leased Area”). The Authority shall notify the City during the Notice Period if it desires to exercise the MSG ROFR with respect to the Non-Leased Area.

iii. The Mellon Square Garage Lease shall remain in full force and effect with respect to any part of the Mellon Square Garage leased by the Authority that is not a Non-Leased Area (a “Leased Area”). The Authority shall continue to maintain any portion of the Mellon Square Garage that is a Leased Area in accordance with its past practice under the Mellon Square Garage Lease.

iv. In the event the Authority exercises the MSG ROFR, the Authority shall (A) pay the City the sum of One Dollar (\$1.00) per year; (B) be entitled to retain all revenues generated by the Non-Leased Area; (C) have sole and exclusive ability to set the parking rates for the Mellon Square Garage; and (D) perform, at the Authority’s sole effort and expense, such repairs to the Mellon Square Garage as are deemed reasonably necessary by the Authority to maintain the Mellon Square Garage in a safe, neat and orderly fashion.

v. The City acknowledges and agrees that the financial commitments of the Authority set forth in the Governmental Cooperation Agreements, as amended by this Amendment, are conditioned on the Authority enjoying the rights set forth in this Section 4(b). Accordingly, the Authority’s rights set forth in this Section 4(b) shall remain effective and non-terminable until January 31, 2050.

vi. Each party agrees (A) to furnish upon request to the other party such further information, (B) to execute and deliver to the other party such other documents, and (C) to do such other acts and things, all as the other party may reasonably request for the purposes of carrying out the intent of this Section 4(b).

5. **Mon Wharf Lease.** The Mon Wharf Lease is hereby amended as follows:

a. Notwithstanding anything to the contrary in the Mon Wharf Lease, the term of the Mon Wharf Lease shall expire on January 31, 2050, whereupon the Mon Wharf Lease shall automatically terminate and be of no further force or effect. This term, however, is contingent upon the City continuing to lease the Mon Wharf from the Commonwealth of Pennsylvania, Department of Transportation.

b. All references to the Allegheny Wharf are hereby deleted in their entirety.

c. Section 3.4 of the Mon Wharf Lease is hereby deleted in its entirety and replaced with the phrase “Intentionally Omitted.”

d. Section 3.5 is hereby amended in its entirety to read as follows:

Section 3.5 On March 15 of each calendar year, the Tenant will direct The Bank of New York Mellon Trust Company, N.A., as

trustee (the "Trustee") under that certain Trust Indenture dated as of January 1, 2000, between Tenant and the Trustee (the "Indenture"), to transfer to the Coop Account of the 2000 Revenue Fund (as both terms are defined in the Indenture, the Landlord's portion of the Wharf Revenues collected during the fiscal year of Tenant ended on the immediately preceding December 31. Immediately following such transfer into the Coop Account, Tenant will direct the Trustee to transfer to the Landlord therefrom the amount necessary to pay the rental due hereunder; provided, however, that Tenant shall be obligated to make such rental transfer only to the extent that

(i) the Debt Service Reserve Fund, the Operating Reserve Fund, the Renewal and Replacement Reserve Fund and the Bond Fund (as those terms are defined in the Indenture) are fully funded as of that date and

(ii) for the fiscal year of Tenant ended on the immediately preceding December 31, the Net Revenues (as defined in the Indenture) of the Tenant were not less than 150% of the Debt Service Requirement (as defined in the Indenture) for such period (the "Coverage Ratio").

If there is any deficiency in any of the Funds listed in clause (i) immediately above or if the Net Revenues of Tenant were less than 150% of the Debt Service Requirement for such period, then Tenant will be entitled to, and will, direct the Trustee to transfer from the Coop Account

(x) to the fund or account holding insufficient funds, the amount necessary to eliminate such deficiency, and

(y) to a separate segregated fund held by the Trustee under the Indenture, an amount equal to the difference between the Net Revenues realized by the Authority for such period and 150% of the Debt Service Requirement for such period, but, in both cases, only to the extent of amounts in the Coop Account.

Tenant will cause the amount, if any, remaining in the Coop Account on March 15 after such transfers (and other deductions permitted therefrom) to be paid to the Landlord to the extent necessary to satisfy the Tenant's obligations hereunder, or, if there are no funds remaining in the Coop Account or the Coverage Ratio was not at least 150%, the Tenant will notify the Landlord in writing of same. Upon directing the Trustee to make such payment or delivering such notice, as the case may be, the Tenant will have no obligation whatsoever to make any further payment for that year and the Landlord will accept any such payment or notice as full satisfaction of the Tenant's obligations under this Section 3.5 for

such fiscal year, and the City will not seek any further payment under this Section 3.5 for such fiscal year. Landlord and Tenant further acknowledge and agree that notwithstanding the provisions of Section 3.3, so long as the Indenture shall be effective, payment of the rent as therein set forth shall be made only from the Coop Account. Landlord covenants and agrees that it will not take any action with respect to Wharf Revenues which will materially or adversely affect the ability of Tenant to meet the Coverage Ratio and the rate covenant included in the Indenture. On or before June 15<sup>th</sup> of each calendar year (beginning in 2016), the Authority shall provide the City with reasonable documentation supporting the calculation of the last payment made to the City pursuant to this Section 3.5.

6. **Parking Court Cooperation Agreement.** The Parking Court Cooperation Agreement is hereby amended as follows:

a. Amendments to Section 1. The following term defined in Section 1 of the Parking Court Cooperation Agreement is hereby amended and restated as follows:

“**Annual Budget**” means the annual budget, prepared on or before December 31 of each year for the PPC, which budget is to project the annual Costs, Ticket Revenue and Net Revenue for the subsequent fiscal year.

b. Amendments to Section 3. Section 3 of the Parking Court Cooperation Agreement is hereby amended and restated in its entirety as follows:

1. **REVENUE DISTRIBUTION.** The PPA and City hereby agree that the annual Ticket Revenue, based on the fiscal calendar year of January 1 to December 31, will be distributed in accordance with the following provisions.

(a) Cost Payment. The PPA will, in its sole discretion, pay all Costs, including the Initial Costs from the Ticket Revenues (Ticket Fund), from time to time, as and when said Costs become due and payable and in a manner which avoids unnecessary increases in the Costs.

(b) Net Revenue Distribution. The annual Net Revenue will be distributed by the PPA as follows: Net Revenue will be distributed 100% to the City and 0% to the PPA.

(c) Distribution to City. Except for fiscal year 2005, the PPA will distribute to the City twenty-five (25%) percent of the City’s portion of the Net Revenue (in accordance with Section 3(b) above), at the end of each of the first three fiscal quarters, on the 15th day of the following month or the next business day thereafter, with the final payment of the year adjusted for the actual Ticket Revenue and Costs for the year, according to the following scheme:

(i) In 2005, there shall be three quarterly payments to the City. The first quarterly payment of 2005 shall be made on May 15<sup>th</sup>, 2005 or the next business day thereafter. The City acknowledges that the 2005 payments of the City's share of the Net Revenue shall be based on the Net Revenue for that particular period. The second 2005 payment to the City shall be made on August 15<sup>th</sup> or the next business day thereafter. The last payment of 2005 to the City shall be made on December 15<sup>th</sup>.

(ii) In subsequent years, the first three fiscal quarterly payments will be made on April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> of the year, or the next business day thereafter and will be based on the estimates set forth in the Annual Budget. The fourth quarterly payment will be made on January 15<sup>th</sup> (of the following fiscal year), or the next business day thereafter, and will be adjusted for the actual Net Revenue for the fiscal year.

(iii) In the event that the PPA determines, during any of the first three quarters of any fiscal year other than 2005, that there will be a variance of more than twenty (20%) percent in the estimates set forth in the Annual Budget, the Annual Budget will be revised accordingly and the estimated distributions to the City under Section 3(e)(ii) will be adjusted accordingly. In the event that there is an overpayment of the City's portion of the Net Revenue distribution during the first three quarterly payments of any fiscal year, which exceeds the amount of the City's fourth quarter payment, the City agrees to reimburse the PPC in the amount of said overpayment in full within fifteen (15) days.

## 7. **Maximum Payment.**

a. Notwithstanding anything to the contrary in the Governmental Cooperation Agreements or this Amendment, in the event that the total amount of all payments from any source whatsoever (excluding parking tax payments) payable by the Authority to the City exceeds Eighteen Million Five Hundred Thousand and 00/100 Dollars (\$18,500,000.00) (the "Cap") with respect to any fiscal year of the Authority, then any such excess amounts shall, after netting out the Authority's expenses associated with the same, be split equally by the City and the Authority.

b. The parties acknowledge and agree that the payments to the City contemplated in the Governmental Cooperation Agreements and this Amendment impact the Authority's ability to engage in long-term capital needs planning (the "Planning"). Accordingly, subject to legislative approval, as applicable, the parties agree to negotiate in good faith, beginning in January of 2019, a reduction in the Cap effective January 1, 2020, to allow the Authority to engage in Planning.

c. Additionally, in order to insure that the Authority has sufficient moneys available to fund unanticipated capital or operating items and to enhance the Authority's ability to access the capital markets to fund future capital projects, the Authority has adopted a policy requiring that, as of the first business day of each fiscal year of the Authority, the balance of unencumbered funds of the Authority must be not less than fifteen percent (15%) of its aggregate operating expenses for such fiscal year. The parties acknowledge and agree that the Authority may be required to adjust payments to the City in a given year to comply with its policy.

8. **Notices.** All notices, other communications and approvals required or permitted by this Amendment shall be in writing, shall state specifically that they are being given pursuant to this Amendment and shall be addressed as follows:

(a) in the case of the Authority:

Public Parking Authority of Pittsburgh  
232 Boulevard of the Allies  
Pittsburgh, Pennsylvania 15222  
Attention: Executive Director

with a copy to:

Buchanan Ingersoll & Rooney PC  
One Oxford Centre, 20th Floor  
301 Grant Street  
Pittsburgh, PA 15219  
Attention: Jacqui Fiske Lazo, Solicitor

(b) in the case of the City:

City of Pittsburgh  
City-County Building, Room 526  
414 Grant Street  
Pittsburgh, PA 15219  
Attention: [INSERT]

with a copy to:

Attention: [ ]

or such other persons or addresses as a party may from time to time designate by notice to the other parties. A notice shall be deemed to have been sent and received (i) on the day it is delivered or (ii) on the third business day after mailing if sent by United States registered or certified mail.

9. **Savings Clause.** Except as expressly modified in this Amendment, all of the terms, provisions and conditions set forth in the Governmental Cooperation

Agreements shall remain in full force and effect. City acknowledges that the Governmental Cooperation Agreements are in full force and effect and that City has no current claims, defenses or rights of offset with respect to its obligations thereunder.

10. **Miscellaneous.** The parties acknowledge and agree that (a) each has substantial business experience and is fully acquainted with the provisions of this Amendment, (b) the provisions and language of this Amendment have been fully negotiated and (c) no provision of this Amendment shall be construed in favor of any party or against any party by reason of such provision of this Amendment having been drafted on behalf of one party rather than the other parties.

11. **Amendment.** This Amendment may be amended, changed or supplemented only by a written agreement signed by the parties.

12. **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Amendment shall be effective only if it is in writing and signed by the party giving it. No failure on the part of any party to exercise, and no delay in exercising, any right under this Amendment shall operate as a waiver of such right.

13. **Severability.** The invalidity of any one or more phrases, sentences, clauses or sections contained in this Amendment shall not affect the remaining portions of this Amendment or any part thereof. If any provision of this Amendment is determined to be invalid, the parties shall negotiate in good faith to amend this Amendment to implement the provisions set forth herein.

14. **Governing Law.** This Amendment shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Commonwealth of Pennsylvania.

15. **Costs/Home Rule Charter.** Except as otherwise provided in this Amendment, each party shall be responsible for its own costs and expenses incurred in connection with performing and observing its obligations and covenants under this Amendment. This Amendment is subject to the Home Rule Charter of the City of Pittsburgh, and the liability of the City hereunder is zero dollars. Any costs to the City contemplated by this Paragraph are subject to prior necessary legislation approval, as applicable.

16. **Binding Effect.** This Amendment shall inure to the benefit of the parties and their respective permitted successors and assigns and be binding upon the parties and their respective successors and assigns.

17. **No Partnership or Third Party Beneficiaries.** Nothing contained in this Amendment shall constitute or be deemed to create a partnership, joint venture or principal and agent relationship between or among any of the parties. No term or provision hereof shall be construed in any way to grant, convey or create any rights or interests to any entity or individual not a party to this Amendment.

18. **Counterparts; Facsimile Execution.** This Amendment may be executed

in any number of counterparts and each party may furnish its signature via electronic transmission which, when taken together, shall constitute one and the same agreement.

**19. Authorizing Resolution.** The City is authorized to enter into this Amendment pursuant to Resolution No. \_\_\_\_\_ of \_\_\_\_\_, effective \_\_\_\_\_.

IN WITNESS WHEREOF, the Authority and the City have caused this Amendment to be duly executed as of the date first written above.

**PUBLIC PARKING AUTHORITY OF PITTSBURGH**

By: David G. Onorato  
Name: David G. Onorato  
Title: Executive Director

**CITY OF PITTSBURGH**

By: [Signature]  
Mayor

By virtue of this Amendment, ELA is no longer a party to the Governmental Cooperation Agreements. Acknowledged and consented to by:

**CITY OF PITTSBURGH EQUIPMENT LEASING AUTHORITY**

By: [Signature]

**EXHIBIT A**

**Authority Resolution**

COPY

**RESOLUTION NO. 34 OF OCTOBER 2014**

*A Resolution of the Public Parking Authority of Pittsburgh (the "Authority") authorizing the Executive Director of the Authority to enter into an Amendment to Parking Agreements by and between the Authority and the City of Pittsburgh (the "City").*

*WHEREAS, heretofore, the City and the Authority allocated among themselves certain rights and responsibilities pertaining to the operation and finances of certain on-street public parking meters and certain off-street public parking garages and lots, all as more fully set forth in that certain (a) Meter Revenue Agreement by and between the City and the Authority, dated December 18, 1985 (the "Revenue Agreement"), as amended by that certain Amendment Agreement by and among the Authority, City and the City of Pittsburgh Equipment Leasing Authority (the "Leasing Authority"), dated as of January 1, 2000 (the "Amendment Agreement"); (b) Cooperation Agreement by and among the City, the Authority and Leasing Authority, dated as of February 5, 1995, as amended by the Amendment Agreement (the "Cooperation Agreement"); (c) Agreement of Lease dated July 20, 1993, by and between the Authority and the City (the "Mellon Square Garage Lease"); (d) Monongahela and Allegheny Wharf Lease dated January 1, 1987, by and between the Authority and the City, as amended by that certain Amendment to Monongahela and Allegheny Wharf Lease dated September 1, 1989 (collectively, the "Mon Wharf Lease"); and (e) Pittsburgh Parking Court Cooperation Agreement dated May 18, 2005, by and between the Authority and the City (the "Parking Court Agreement," which together with the Revenue Agreement, Cooperation Agreement, Amendment Agreement, Mellon Square Garage Lease, Mon Wharf Lease are referred to herein as the "Governmental Cooperation Agreements"); and*

*WHEREAS, the Authority and the City desire to amend the Governmental Cooperation Agreements, as more fully detailed in the Amendment to Parking Agreements attached hereto and made a part hereof as Exhibit "A" (the "Amendment"), for purposes of enabling the Authority to provide additional funds to the City.*

*NOW, THEREFORE, BE IT RESOLVED that:*

*The Executive Director is hereby authorized to execute an Amendment that is in a form substantially similar to Exhibit "A".*

DULY ADOPTED AT A REGULAR BOARD  
MEETING THE PUBLIC PARKING  
AUTHORITY OF PITTSBURGH HELD ON  
OCTOBER 16, 2014.



Secretary

**EXHIBIT B**

**City Resolution**



**City of Pittsburgh**  
**Certified Copy**

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

State of Pennsylvania

Bill No: 2014-1096

**I, Mary Beth Doheny, 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. 865

Resolution amending Resolution 130 of 2011 to authorize the Mayor and the Director of Finance, on behalf of the City of Pittsburgh, to enter into an **Amendment to Parking Agreements** to amend existing designated Meter Revenue and Cooperation Agreements between the City of Pittsburgh and the Pittsburgh Public Parking Authority for the purpose of dedicating revenue generated by increased parking meter rates to the City and to further document updates to the Parking Court Cooperation Agreement, the Mellon Square Garage Lease, and the Monongahela Wharf Lease.

**WHEREAS**, in 2010, City Council passed Ordinance 36 of 2010 to raise rates for parking meters throughout the City in conjunction with a then-contemplated sale of a specified City-owned parking garage, five street lots and on-street meters and other assets (the "Parking Assets") to the Pittsburgh Public Parking Authority (the "Authority"); and

**WHEREAS**, in lieu of the sale of the Parking Assets, Council passed Ordinances 42 and 44 of 2010 to irrevocably dedicate parking tax revenue to the Comprehensive Municipal Pension Trust Fund through 2041; and

**WHEREAS**, City Council subsequently passed Resolution 130 of 2011 to confirm its intent for the City to amend existing agreements with the Authority to ensure that the City receives the revenue generated by the increased parking meter rates in order to offset some of the aforementioned diverted parking tax revenue; and

**WHEREAS**, City Council acknowledges that the pledge of this parking meter revenue will necessarily be subordinate to existing bond covenants governing the operations of the Authority; and

**WHEREAS**, in addition to amending the relevant Meter Revenue Agreement (dated December 18, 1985) (as amended and supplemented by an Amendment Agreement (dated as of January 1, 2000) and a Cooperation Agreement (dated as of February 5, 1995)), the parties also now wish to amend the Parking Court Cooperation Agreement (dated as of May 18, 2005), the Mellon Square Garage Lease (dated July 20, 1993) and the Monongahela and Allegheny Wharf Lease (dated as of January 1, 1987) (as amended by the Amendment to Monongahela and Allegheny Wharf Lease dated as of September 1, 1989) (collectively all agreements are referred to as the "Governmental Cooperation Agreements" in order to clarify the current state of Authority's roles and obligations as set forth therein.

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

**Section 1.** The Mayor and the Director of Finance, on behalf of the City of Pittsburgh, are authorized to enter into an **Amendment to Parking Agreements** with the Public Parking Authority of Pittsburgh, to update the operational and revenue sharing relationship between them, and that shall include the following agreements:

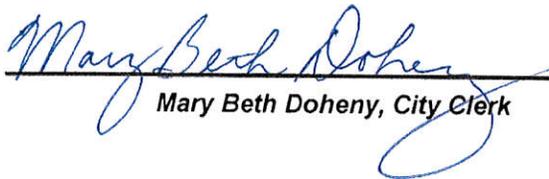
- A. An amendment to the Meter Revenue Agreement between the City and the Parking Authority (dated December 18, 1985) (as amended and supplemented by an Amendment Agreement (dated as of January 1, 2000) between the City, the Authority, and the Equipment Leasing Authority ("ELA")).
- B. An amendment to the Cooperation Agreement between the City, the Authority, and the ELA (dated as of February 5, 1995).
- C. An amendment to the Mellon Square Garage Lease between the City and the Authority (dated July 20, 1993).
- D. An amendment to the Monongahela and Allegheny Wharf Lease between the City and the Authority (dated as of January 1, 1987) (as amended by the Amendment to Monongahela and Allegheny Wharf Lease dated as of September 1, 1989).
- E. An amendment to the Parking Court Cooperation Agreement between the City and the Authority (dated May 18, 2005).

The Amendment to Parking Agreements is subject to the approval of the City Solicitor as to form and substance.

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: December 17, 2014

**IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of December, A.D. 2014.**

  
\_\_\_\_\_  
Mary Beth Doherty, City Clerk

December 22, 2014  
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Effective Date