

INTERGOVERNMENTAL COOPERATION AGREEMENT

Made _____

By And Among

THE PITTSBURGH LAND BANK, a public body corporate and politic organized pursuant to the Pennsylvania Land Bank Act, Act 2012-153 (H.B. 1682), P.L. 1239;

THE COUNTY OF ALLEGHENY, a Home Rule Municipality;

and

THE CITY OF PITTSBURGH, a Home Rule Municipality;

and

THE SCHOOL DISTRICT OF PITTSBURGH, a School District of the First Class A;

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is made and entered into by and among the PITTSBURGH LAND BANK, a public body corporate and politic organized pursuant to the Pennsylvania Land Bank Act, Act 2012-153 (H.B. 1682), P.L. 1239 (“PLB”), the COUNTY OF ALLEGHENY, a Home Rule Municipality (the “County”), the CITY OF PITTSBURGH, a Home Rule Municipality (the “City”), and the SCHOOL DISTRICT OF PITTSBURGH, a School District of the First Class A (the “School District” and collectively with the County, and the City, the “Parties”), for the purpose of participating in the PLB, a separate legal entity and public body corporate and politic, and for implementing the purposes and objectives of this Agreement as set forth herein.

WHEREAS, this Agreement is made and entered into in accordance with the provisions of Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S.A. § 2101 *et. seq.*, known as the “Land Bank Act;” and

WHEREAS, the Parties are empowered by the Land Bank Act to participate in the operations of a land bank; and

WHEREAS, the PLB was created by the City pursuant to the Land Bank Act and Ordinance 10 of 2014, codified at Chapter 174A of the Pittsburgh City Code, the “Ordinance”; and

WHEREAS, the Parties agree that vacant, abandoned and tax-delinquent properties impose significant costs on neighborhoods, communities and municipalities by lowering property values, increasing municipal costs and decreasing tax revenues; and

WHEREAS, the mission of the PLB is to return unproductive real property to beneficial reuse, through an equitable, transparent, and public process, revitalize neighborhoods to strengthen the City of Pittsburgh's tax base, and support socially and economically diverse communities; and

WHEREAS, the City is a "Member" (as defined in Section II below) of the PLB, and the County and School District desire to also participate as Members of the PLB and to join in the operation of the PLB; and

WHEREAS, the Parties and the PLB wish to enter into this Agreement for the County and the School District to join and participate in the PLB as Members, in accordance with the Landbank Act and the Ordinance, and to set forth the terms of participation by the Members; and

WHEREAS, the Parties and the PLB further wish to enter into this Agreement to provide for property acquisition by PLB and assignment of certain claims to PLB within delinquent tax proceedings pursuant to the Municipal Claims and Tax Lien Law, Title 53 P.S. §7101 et seq. ("MCTLL").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the Parties and the PLB hereto agree as follows:

ARTICLE I – INCORPORATION OF PREAMBLE

1.1. Incorporation of Preamble. The Title and Recital Clauses of this Agreement as set forth above are incorporated by reference in their entirety herein.

ARTICLE II - DEFINITIONS

The following words and phrases when used in this Agreement shall have the meanings given to them in this Section unless the context clearly indicates otherwise:

"3TB Real Property" means Real Property acquired by tax or municipal lien sale and jointly owned by the City, the School District, and the County, with the City acting as agent.

"Act" or *"Land Bank Act"* means Pennsylvania Act 153-2012, 68 Pa.C.S.A. §2101 et seq. as it exists on the Effective Date, and as it may be hereafter amended or replaced.

"Agreement" means this Intergovernmental Cooperation Agreement.

"Board" means the Board of Directors of the PLB.

"Board Member" means the members of the Board.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions in the Commonwealth of Pennsylvania are required by law or other governmental action to close.

“Bylaws” means the bylaws adopted by the Board.

“City” means the City of Pittsburgh, a Home Rule Municipality.

“City Council” means the City Council of the City.

“County” means the County of Allegheny, a Home Rule Municipality.

“Council District” means the nine (9) geographic areas into which the City is split that are each represented by a Member of Council.

“Delinquencies” means all filed and unfiled delinquent taxes, tax claims, tax liens, municipal claims and/or municipal liens due and owing to the Parties.

“Designee” shall have the meaning provided in Section 11.9 of this Agreement.

“Effective Date” means the effective date of this Agreement as set forth herein.

“MCTLL” means the Act of May 16, 1923 (P.L. 207, No. 153), 53 P.S. § 7101, referred to as the Municipal Claims and Tax Liens Law.

“Member” means the members of the PLB, which as of the effective date of this Agreement are the City, County, and School District; *provided however*, that this term shall not include any Party which has terminated its PLB membership pursuant to Article IX of this Agreement.

“Ordinance” means Ordinance 10 of 2014, effective April 22, 2014, codified at Chapter 174A of the Pittsburgh City Code, creating the PLB, as such Ordinance and Chapter may be amended.

“Party” or *“Parties”* means either individually or collectively, as applicable, the City, County, and/or School District.

“Person” means an individual, authority, a limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

“PLB” means the separate public body corporate and politic established pursuant to and in accordance with the Ordinance.

“Policies and Procedures” means the Policies and Procedures adopted by the Board, as may be amended from time to time.

“Real Property” means land and all structures and fixtures thereon and all estates and interests in land, including easements, covenants and leaseholders.

“School District” means the School District of Pittsburgh.

“Three Taxing Bodies Agreement” means the agreement by and among the City, the School District, and the County dated as of November 30, 1992, relating to ownership, management, and disposition of 3TB Properties.

“Treasurer Sale Act” means the Second Class City Treasurer’s Sale and Collection Act, 53 P.S. § 27101, *et seq.*

“Tri-Party Cooperation Agreement” means the Pittsburgh Land Bank Cooperation Agreement, dated as of July 2, 2018, between the PLB, the City, and the Urban Redevelopment Authority of Pittsburgh, as amended by the First Amended Pittsburgh Land Bank Cooperation Agreement, dated as of March 25, 2019, and further amended by the Second Amended Pittsburgh Land Bank Cooperation Agreement, dated as of December 1, 2023, and any subsequent amendments.

ARTICLE III - PURPOSE

3.1. Purpose. The purpose of this Agreement is to set forth the understanding and agreement of the Parties with respect to: the operation of the PLB; each Party’s participation therein; Delinquencies on Real Property that is owned or intended to be owned by the PLB; and the PLB’s acquisition of Real Property through MCTLL and the Treasurer’s Sale Act.

3.2. Legal Status of the PLB. The PLB is a separate legal entity and a public body corporate and politic, as created and established by the City pursuant to the Ordinance and in accordance with the Act. The Land Bank may exercise all of the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act to the extent authorized by the Land Banks Act as such is incorporated by the Ordinance.

3.3. Term. The PLB shall exist until such time as it is terminated and dissolved in accordance with the Act and the Ordinance.

ARTICLE IV - ORGANIZATION AND GOVERNANCE OF THE PLB

4.1. Title to PLB Assets. The PLB shall hold title to all of its Real Property in its name, and the Members of the PLB shall not have an ownership interest in Real Property owned by the PLB.

4.2. Board Size Adjustment. As approved by City Council in Ordinance 7 of 2024, effective April 10, 2024, the size of the Board shall be expanded from its original size of nine (9) Board Members to eleven (11) Board Members. The two additional Board Members shall be appointed as follows:

- (i) One (1) Board Member shall be appointed by the County Executive; and
- (ii) One (1) Board Member shall be appointed by the Board of Directors of the School District.

4.3. Inconsistencies. In the event there are any inconsistencies between the PLB Policies and Procedures and this Agreement, the terms of this Agreement shall take precedence over the terms of the Policies and Procedures. In the event that there are any inconsistencies between the Ordinance or the Land Bank Act and this Agreement, the Ordinance or the Land Bank Act, as the case may be, shall take precedence over the terms of this Agreement.

ARTICLE V – BOARD POWERS; RELATIONSHIP AMONG THE PARTIES AND THE PLB

5.1. General Powers. The Board shall have the powers set forth in the Ordinance as it incorporates the Land Bank Act.

5.2. Compliance with Law. The PLB shall comply with all federal, state, and local laws, rules, regulations, and orders applicable to this Agreement.

5.3. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Agreement shall neither create in any Person, other than the Parties and the PLB, nor is it intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to the Parties' or PLB's rights under this Agreement, or any other right or benefit.

5.4. Immunity. The Members, and any former Members, shall not be liable personally on the bonds or other obligations of the PLB. Rights of creditors of the PLB Bank shall be solely against the PLB pursuant to Section 2105(i) of the Land Bank Act.

ARTICLE VI - ACQUISITION OF REAL PROPERTY BY PLB; DELINQUENCIES

6.1. Acquisition of Real Property by the PLB.

(i) In General. The PLB's general powers to acquire Real Property are set forth in the Ordinance and the Land Bank Act. Transfers of City Real Property to the PLB shall be governed by the Tri-Party Cooperation Agreement provided that per the terms of the Tri-Party Cooperation Agreement, PLB is provided notice herein that Exhibit B of the Tri-Party Cooperation Agreement is amended as provided in the attached incorporated Exhibit A for all transactions governed thereunder. Transfers of Real Property by other Members shall be subject to policies and procedures as agreed upon by each Member and the PLB.

(ii) Acquisition of 3TB Real Properties. Transfers by and between the City and the PLB, including transfers of 3TB Real Property shall be governed by the Tri-Party Agreement, provided, however, that 1. the request to discharge Delinquencies shall be added to the Tri Party Concurrence Memo for consideration by the City designee, 2. the School District and County shall be provided notice of any Concurrence Memo sent to the City, and 3. the amended Exhibit B of the Tri-Party Cooperation Agreement, attached hereto as Exhibit A shall be applicable. The extinguishment of Delinquencies shall be governed by this Agreement.

(iii) Judicial and Non-Judicial Tax Enforcement Proceedings. The PLB may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 2117(d) of the Land Bank Act, in accordance with the Ordinance, and as more fully set forth in Section 6.3 below.

(iv) Donation of Tax Delinquent Properties. The PLB may accept donations of real property and extinguish delinquent claims for taxes as to the property under Section 5.1 of MCTLL, and Section 2109(h) of the Land Bank Act subject to this provision. The PLB, prior to accepting any donation must first provide notice of the parcel to be accepted to each Member holding any jurisdiction over the parcel. Further, PLB may not proceed with acceptance of the donation until receiving separate written approval from each noticed Member for each proposed parcel. If a parcel is approved for PLB acceptance by the Member or Members then, for the purposes of this Section, the PLB shall have all rights and obligations of the municipality provided for in Section 5.1 of the MCTLL and, so long as the donation is processed in a manner consistent with Section 5.1 of MCTLL, the donation shall operate to divest all Delinquencies.

6.2. Notice of Acquisition to the Members. The PLB shall notify the Members, in writing, of its intent to acquire Real Property within its jurisdiction including the method of acquisition and whether said acquisition is intended to be free and clear of Delinquencies in accordance with the notice of acquisition provisions required by each Member. If the acquisition is to be made free and clear of Delinquencies then written approval from the respective member is required for PLB to acquire the Real Property. Otherwise, if within 60 days of such notice, a Member notifies the Land Bank, in writing, that it objects to the acquisition, the Land Bank shall not acquire said Real Property. The PLB will provide notice to any and all Member Designees identified in Section 11.9 of this agreement.

6.3 Acquisition Procedures Relating to the MCTLL.

(i) Construction, Intent, and Scope. It is the intent of the Parties that, to the extent that the Land Bank Act requires an agreement under Section 2117(d)(2)(i) thereunder between the PLB and a Member in order for the PLB to take actions and/or exercise its rights pursuant to MCTLL with respect to claims belonging to that Member, the consent of the Member as set forth in Section 6.2 of this Agreement shall constitute the agreement required by Section 2117(d)(2)(i). .

(ii) MCTLL Upset Sales. All of the following apply to the PLB's acquisition of Real Property through upset sales under MCTLL:

a. The PLB may purchase a Real Property at the minimum amount described in Section 29 of MCTLL in the event there is no bid tendered for a higher amount than the minimum amount.

b. If no one bids a higher price than the minimum amount described in Section 29 of the MCTLL, the Real Property shall be sold to the PLB upon payment by the PLB for the upset sale costs and liens, and claims and subordinate encumbrances shall be discharged by the sale, pursuant to 2117(d)(2)(ii) of the Act.

(iii) MCTLL Judicial Sales. All of the following apply to judicial sales under MCTLL:

a. Notwithstanding Section 31 of the MCTLL, Real Property shall be sold to the PLB at judicial sale so long as: (1) a judicial sale is ordered pursuant to a judgment on a tax claim (2) the purchaser of the property is the PLB; (3) the sales price is costs of the sale to be paid by the PLB within thirty (30) days of the date of the judicial sale. The obligation of the PLB to perform in accordance with the provisions of this Agreement shall be deemed to be in full satisfaction of the municipal claim which was the basis for the judgment. The form, substance, and timing of the PLB's payment of the sales price may be modified for any parcel of Real Property according to an additional separate agreement mutually acceptable to the Member plaintiff and the PLB.

b. The PLB, as purchaser at the sale, shall have an absolute title to the Real Property sold, free and discharged of tax and municipal claims, liens, mortgages, ground rents, charges and estates.

(iv) Additional Rights. In addition to the rights provided to the PLB pursuant to Section 6.3 above, and notwithstanding Sections 31.1 and 31.2 of MCTLL:

a. The PLB may also tender a bid at a judicial sale in an amount equal to the total amount of all municipal claims and liens which were the basis for the judgment against a Real Property. Upon tender under this subparagraph, the Real Property shall be deemed sold to the PLB regardless of bids by other parties.

b. Should the PLB decide to exercise its rights pursuant to this Section 6.3(iv), the bid of the PLB shall be paid as to its form, substance and timing according to an additional agreement that is mutually acceptable to the Member plaintiff and the PLB. The obligation of the PLB to perform in accordance with the additional agreement shall be deemed to be in full satisfaction of the tax or municipal claim which was the basis for the judgment.

c. The PLB, as purchaser at the sale, shall have an absolute title to the property sold, free and discharged of tax and municipal claims, liens, mortgages, ground rents, charges and estates.

(v) Assignment of Delinquencies. A Member may assign and transfer a tax or municipal claim to the PLB upon terms and conditions mutually acceptable to the assigning Member and the PLB. Such an assignment shall otherwise confer upon the PLB the rights, privileges and remedies of an assignee as stated in Section 33 of MCTLL. Prior to the assignment of any tax or municipal claims for an owner-occupied residential structure under this Section 6.3, the PLB shall adopt policies providing for plans and agreements by which Low-Income, Owner-Occupant households may pay their delinquent taxes. Such plans and agreements shall take into account the household's ability to pay and shall be designed to promote the continued occupancy by that household whenever feasible.

6.4 Acquisition Procedures Relating to the Treasurer's Sale Act.

(i) Construction, Intent, and Scope. To the extent that the PLB Act requires an agreement between the PLB and the City, or any Member in order the PLB to take actions and/or exercise its rights under Section 2117(e)(2) of the Landbank Act, it is the intent of the Parties for this Agreement to serve as such agreement, provided that the respective Designee has approved a set of general procedures concerning the form, substance, and timing of the PLB's payment of the bid price as well as operating procedures for the PLB's acquisition of a property at upset sale that comply with all relevant provisions of the Treasurer's Sale Act and the Land Bank Act.

(ii) Assignment of Tax Liens. Regardless of the time of filing, the City may assign and transfer a tax or municipal claim to the PLB under the Treasurer's Sale Act. The City and PLB acknowledge and agree that this Agreement sets forth the terms and conditions mutually acceptable to the City and the PLB for such transfer and that the obligation of the PLB to perform in accordance with the terms and conditions of this Agreement and that the City's Designee is authorized to transfer tax and municipal claims to the PLB under this section with no further agreements between the City and PLB being required. Notwithstanding any statement to the contrary, no assignment or transfer may occur without the specific written approval of the City's Director of the Department of Finance for each tax or municipal claim. Such assignment shall confer upon the PLB the rights, privileges and remedies of the City under the Treasurer's Sale Act.

Further, prior to the assignment of any tax or municipal claims for an owner-occupied residential structure under this Section 6.4, the PLB shall adopt policies providing for plans and agreements by which Low-Income, Owner-Occupant households may pay their delinquent taxes. Such plans and agreements shall take into account the household's ability to pay and shall be designed to promote the continued occupancy by that household whenever feasible.

(iii) Treasurer's Act Judicial Sales. All of the following apply to upset sales that occur pursuant to the Treasurer's Sale Act:

a. At the Treasurer's Sale, the PLB may tender a bid for the Upset Sale Price. Notwithstanding Section 301 of the Treasurer's Sale Act, the PLB shall remit the Upset Sale Price within thirty (30) days of the date of the Treasurer's Sale. The Bid of the PLB shall be paid as to its form, substance and timing according to an agreement between the City and PLB. The obligation of the PLB to perform in accordance with the agreement shall be deemed to be in full satisfaction of the tax or claim which was the basis for the sale. The form, substance, and timing of the Upset Price may be modified for any parcel of Real Property according to an additional agreement mutually acceptable to the Member plaintiff and the PLB.

b. The PLB shall be permitted to purchase property at Treasurer's Sale while owning Real Property subject to Delinquencies.

6.5. Discharge of Tax Claims, Tax Liens or Municipal Claims from the PLB owned Real Property. The Members authorize the discharge and extinguishment of Delinquencies owed to the Members that encumber Real Property owned by the PLB by resolution of the Board subject

to the typical voting requirements, the acquisition notice requirements of Section 6.2 of this Agreement, and in accordance with Section 2117 (a) (1) and (a) (2) of the Land Bank Act.

6.6 Tax Claims, Tax Liens, Municipal Claims Assignment. The Members may authorize the assignment and transfer of the Members' tax claims and liens, municipal claims and any judgment or legal proceeding filed thereon, upon terms and conditions mutually acceptable to such Member and the PLB pursuant to Section 2117 (d) (1) of the Land Bank Act and such other general, special or local laws as may be applicable to the Members' real estate tax collection and enforcement procedures.

6.7. Incorporation of PLB Policies and Procedures. The Parties and the PLB incorporate the PLB's Policies and Procedures as they relate to the acquisition of Real Property, which Policies and Procedures may be amended from time to time, as if set forth fully herein. Should a conflict arise among the acquisition policies set forth herein and those set forth in the PLB's Policies and Procedures, the Land Bank Act, or the Ordinance, the order of precedence shall be as follows:

- i. the Land Bank Act
- ii. the Ordinance
- iii. this Agreement
- iv. the PLB's Policies and Procedures

ARTICLE VII - DISPOSITION OF REAL PROPERTY

7.1. Incorporation of PLB Policies and Procedures.

(i) The Parties and the PLB incorporate the PLB's Policies and Procedures as they relate to the disposition of Real Property, which Policies and Procedures may be amended from time to time, as if set forth fully herein. Should a conflict arise among the disposition policies set forth herein and those set forth in the PLB's Policies and Procedures, the Land Bank Act, or the Ordinance, the order of precedence shall be as follows:

- i. the Land Bank Act
- ii. the Ordinance
- iii. this Agreement
- iv. the PLB's Policies and Procedures

7.2. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the PLB shall be retained, expended, or transferred by the PLB as determined by the Board in the best interests of the PLB and in accordance with the Land Bank Act, the Ordinance, and the PLB's Policies and Procedures. Should a conflict arise among the provisions related to disposition of proceeds among the Land Bank Act, the Ordinance, and the PLB's Policies and Procedures, the order of precedence shall be as follows:

- i. the Land Bank Act
- ii. the Ordinance
- iii. the PLB's Policies and Procedures

7.3 Municipal Disposition Requirements Not Applicable. Except as may be limited by this Agreement, requirements which may be applicable to the disposition of Real Property and interests in Real Property by any Party shall not be applicable to the disposition of Real Property and interests in Real Property by the PLB pursuant to Section 2110 (d) (2) of the Land Bank Act.

7.4 Notice of Disposition to the Members. PLB shall dispose of property to the City and/or the Urban Redevelopment Authority of Pittsburgh according to the terms of the Tri-Party Cooperation Agreement.

ARTICLE VIII –PLB FUNDING AND EXPENDITURES

8.1. Allocation of Real Property Taxes.

(i) Each Member has or shall take all necessary actions to dedicate or remit or cause to be dedicated or remitted fifty percent (50%) of the real estate tax principal collected on Real Property disposed of by the PLB commencing with the first taxable year following the date of the PLB's disposition of the Real Property and continuing each year thereafter for a period of five (5) years. The City's dedication or remittance under this Section is subject to and conditioned upon appropriation by City Council.

(ii) Members shall endeavor to make payments under this Section to the PLB annually no later than December 31st of the calendar year in which the taxes were first due and payable, unless the taxes are received by the Member on or after November 1st of the year in which the taxes were first due and payable, in which event the Member shall endeavor to make the payment required by this Section to the PLB within sixty (60) days of the Member's receipt of the taxes.

(iii) The PLB shall be responsible for tracking and invoicing any amounts due under this Section from each Member.

8.2 Authorized Expenditures. The PLB shall within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a Land Bank under the Land Bank Act consistent with the Land Bank Act, the Ordinance, this Agreement, and the Policies and Procedures.

ARTICLE IX - TERMINATION OF MEMBERSHIP

9.1. Member Withdrawal Procedure.

(i) A Party shall be a Member of the PLB beginning January 1 and ending December 31 of each year.

(ii) A Member may withdraw from the PLB by providing the PLB with written notice of its intent to withdraw. If such notice is received between January 1 and June 30, then the withdrawal shall be effective December 31 of that same calendar year. If such notice is received

between July 1 and December 31, then the withdrawal shall be effective June 30 of the following year.

(iii) Upon withdrawal, a Member shall remit any outstanding, duly invoiced, and undisputed real estate taxes dedicated to the PLB pursuant to Section 8.1.

(iv) Should a Member withdraw from the PLB, this Agreement shall be considered terminated as to the withdrawing Member only but shall continue in full force and effect as to the PLB and the remaining Members of the PLB.

ARTICLE X - DURATION AND DISSOLUTION

10.1. Duration. This Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as the PLB is terminated and dissolved in accordance with the Act and the Ordinance.

10.2. Disposition of Assets Upon Dissolution. Upon dissolution of the PLB, Real Property, personal property and other assets of the PLB shall become the assets of the City, or as otherwise set forth in the Act and the Ordinance. No transfer of title to the City shall be effective unless and until the City approves the transfer of title.

ARTICLE XI - MISCELLANEOUS

11.1. Effective Date. This Agreement shall be deemed effective as of the date first set forth above.

11.2. Term. This Agreement shall remain in force until terminated or superseded.

11.3. Termination of Agreement. If the PLB is dissolved pursuant to Section 2114 of the Land Bank Act, this Agreement shall be terminated and no longer be of any further force and effect.

11.4. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Pennsylvania. In the event of a dispute arising under this Agreement, the Parties and the PLB hereby submit to exclusive jurisdiction in the federal or state courts located in Allegheny County, Pennsylvania, and agree that venue is proper and convenient in such forum.

11.5. Legal Challenges. Except as otherwise may be provided herein, the Parties and the PLB agree that each shall be responsible for the payment of their own attorney fees and costs of defense in the event of any lawsuit filed alleging the breach of this Agreement, challenging any provision of this Agreement or challenging any of the Parties' or the PLB's actions taken pursuant to this Agreement.

11.6. Entire Agreement. This Agreement sets forth the entire agreement among the Parties and the PLB and supersedes any and all prior agreements or understandings among them

related to the subject matter of this Agreement, except as otherwise set forth in this Agreement. It is further understood and agreed that there are no other agreements, understandings, or representations among the Parties and the PLB related to the subject matter of this Agreement, except as expressly stated in this Agreement.

11.7. Severability of Provisions. If any provision of this Agreement shall be declared unlawful, void or for any reason unenforceable, it shall be deemed severable from, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

11.8. Modification or Amendment. This Agreement may not be amended, modified, changed, discharged or extended except by written amendment or change order duly executed by the Parties and the PLB.

11.9. Notices. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party or the PLB shall be sent to that Party's designee, or the PLB's designee as applicable, by first-class mail and via email at the addresses below provided (each a "Designee"). A Board Member may be a Designee. It shall be the responsibility of each Member to provide updated Designee information to the other Members when necessary. All correspondence shall be considered delivered to a Party or the PLB as of the date that such notice is deposited with sufficient postage with the United States Postal Service. All notices sent to the Designees and addresses provided above shall be binding. Members may update their Designee information at any time via email to the Land Bank Designees and upon acknowledgement that Land Bank Designees have received the request.

PLB Designee

Pittsburgh Land Bank
Attention: Sally Stadelman
412 Boulevard of the Allies, Suite 901
Pittsburgh, PA 15219
ssadelman@ura.org
staff@pghlandbank.org

City of Pittsburgh Designees

Jennifer Gula, Director of the Department of Finance
City of Pittsburgh, Department of Finance
City-County Building
414 Grant Street
Pittsburgh, PA 15219
jennifer.gula@pittsburghpa.gov

Krysia Kubiak, Solicitor
City of Pittsburgh, Department of Law
313 City-County Building
414 Grant Street
Pittsburgh, PA 15219
krysia.kubiak@pittsburghpa.gov

Allegheny County Designees

Lauren Connelly, Director of Economic Development
Director of Economic Development
Allegheny County Dept. of Economic Development
Koppers Building
436 Seventh Avenue, Suite 500
Pittsburgh, PA 15219
Lauren.Connelly@alleghenycounty.us

Ed Nusser, Director of Housing Strategy
Office of County Executive Innamorato
101 County Courthouse
436 Grant Street
Pittsburgh, PA 15219
Edward.Nusser@alleghenycounty.us

Pittsburgh Public School District Designee

Ira Weiss, Esquire
Weiss Burkhardt Kramer, LLC
445 Fort Pitt Boulevard, Suite 503
Pittsburgh, PA 15219
iweiss@wbklegal.com

11.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

11.11. Authorizations.

1. This Agreement was authorized by the PLB pursuant to Resolution _____, approved _____ and effective _____;
2. This Agreement was authorized by the CITY OF PITTSBURGH pursuant to Resolution _____, approved _____ and effective _____;
3. This Agreement was authorized by the SCHOOL DISTRICT OF PITTSBURGH pursuant to Resolution _____, approved _____ and effective _____;
4. This Agreement was authorized by the COUNTY OF ALLEGHENY pursuant to Ordinance _____, approved _____ and effective _____.

11.12 Home Rule Charter; Liability of the City. This Agreement is subject to the Pittsburgh Home Rule Charter; the liability of the City thereunder is limited to zero dollars.

IN WITNESS WHEREOF, this Agreement has been as of the date first written above.

ATTEST:

PITTSBURGH LAND BANK

By: _____
Title

ATTEST:

COUNTY OF ALLEGHENY

By: _____
Title

APPROVED AS TO FORM:

Solicitor

CITY OF PITTSBURGH

By: _____
Mayor

By: _____
Director of Finance

EXAMINED BY:

Assistant City Solicitor

APPROVED AS TO FORM:

City Solicitor

COUNTERSIGNED:

City Controller

ATTEST:

SCHOOL DISTRICT OF PITTSBURGH

By: _____
Title

APPROVED AS TO FORM:

Exhibit A: Amended Tri-Party Cooperation Agreement Exhibit B:

Exhibit B

The following amount shall be paid by the PLB to the City for transfers of 3TB Real Property pursuant to Section 6.5 of the Agreement:

Vacant Land	\$2,200.00 per parcel
Land with Vacant Structures	\$5,000.00 per parcel

Costs May Include*:

Treasurer's Sale- \$306.25 per parcel

Lot cleaning/Maintenance (if required by City or requested by PLB)- \$25/hr per employee per the 3TB Land Care Program

Board-up (if required by City or requested by PLB)- to be provided by City based on direct cost of materials per the Department of Public Works

Ejectments (if required by City or requested by PLB)- to be provided by City based on direct cost of legal fees associated

Quiet Title (if required by City or requested by PLB)- to be provided by City based on direct cost of legal fees associated

*Note that additional costs may apply if additional services are requested or required by PLB as a condition of transfer.