

18A-0D51

CN#52601
REC'D CLERK'S OFFICE
2019 DEC 3 PM12:45

A G R E E M E N T

MADE this 8th day of August, 2018

BETWEEN

THE CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "CITY",

AND

Pittsburgh Parks Conservancy, a nonprofit corporation organized and operating within the Commonwealth of Pennsylvania, with offices located at, **45 S. 23rd Street - Suite #101, Pittsburgh, PA 15203**, hereinafter called "AGENCY".

WITNESSETH:

WHEREAS, in accordance with the Federal Housing and Community Development Act of 1974 as amended, CITY is the recipient of Community Development Block Grant funds;

WHEREAS, CITY desires to provide **community recreational services** to the residents of the City of Pittsburgh of low and moderate income; and

WHEREAS, AGENCY is qualified to provide these services;

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

1. **SCOPE OF WORK.** CITY hereby engages AGENCY as an independent contractor to perform the following described services, and AGENCY agrees to perform said services upon the terms and conditions hereinafter set forth in Exhibit "A". CITY or AGENCY may, from time to time, request changes in the scope of services to be performed by AGENCY hereunder. Minor scope changes may be approved if a formal written request for such changes is submitted to CITY and approved in writing by the Director of the Office of Management and Budget. Otherwise, such changes must be made by a written amendment to this Agreement. Specifically, AGENCY shall perform the following services outlined in Exhibit "A" which is attached hereto and made a part hereof.

2. **TERM OF AGREEMENT.** AGENCY agrees on behalf of itself and its successors and assigns to provide the above services for a period of sixteen (16) months, beginning *June 1, 2017* and ending *September 30, 2018*. The Director of the Office of Management and Budget shall reserve the option to extend the term providing a written request from AGENCY is received thirty (30) days in advance of the termination of this Agreement.

3. **COMPENSATION.** As full compensation for the performance of said professional services, CITY shall pay AGENCY, and AGENCY shall accept a fee computed in accordance with the approved project budget, which is marked Exhibit "B", attached hereto and made part hereof. In no event shall the total fee payable to AGENCY under the terms of this Agreement exceed the sum of **TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00)**.

All invoices must be submitted to the Office of Management and Budget for payment no later than six (6) months after the end date of this contract. After that time, no invoices will be paid regardless of whether the work was completed, and the funds will be returned to the City.

Budget line items cannot be altered unless a formal written request for modification with a detailed justification for such request is submitted to CITY, and approved in writing by the Director of the Office of Management and Budget. Budget modification requests must be submitted at least thirty (30) days prior to the proposed effective date. A proposed revised line item budget must be submitted as part of the budget modification request.

It is specifically understood and agreed by the parties hereto that no payment will be authorized or approved under this Agreement unless AGENCY has furnished to CITY accompanying monthly status reports with each requisition for payment.

In the event that AGENCY and/or CITY anticipates that the total amount of funds allocated for this Agreement will not be expended in the time and manner as prescribed in this Agreement, CITY reserves the right to extract that portion for other projects/programs operated by CITY.

4. **PITTSBURGH HOME RULE CHARTER: LIABILITY OF THE CITY.** This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of the CITY hereunder is limited to the sum of *TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00)* appropriated for the same, chargeable to and payable from the following account(s):

JD Edwards Job #	Item #	Amount
0123243170.58101.00	5083	\$ 12,500.00

The CFDA number for this contract is 14.218.

5. **METHOD OF PAYMENT.** Payment of said fees shall be made monthly upon satisfactory performance of said work and after receipt and approval by CITY of a statement certified by an officer or officers of AGENCY, itemizing the rates and charges thereof.

6. **PAYMENT OF TAXES AND SET-OFF.** AGENCY warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by AGENCY are current and not

delinquent. If CITY determines that there is an outstanding delinquency or if any taxes or municipal claims become delinquent and owing during the term of this contract or prior to final payment by CITY, AGENCY hereby grants CITY the right to set-off that indebtedness against any amounts owing to AGENCY under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. **EXTRA SERVICES.** If extra services are required for satisfactory completion of the work or any phase thereof, and extra costs are thereby necessarily incurred by AGENCY, AGENCY may be reimbursed only upon approval of the Director of the Office of Management and Budget of CITY pursuant to proper legislative action by CITY. However, CITY shall not reimburse AGENCY for any extra services occasioned by the interruption, postponement, or abandonment of the work because of circumstances which CITY deems to be to its best interests. In such cases CITY shall pay only the cost of services rendered up to the time of such interruption, postponement, or abandonment, pursuant to paragraph 21 hereof.

8. **FEDERAL FUNDS.** CITY shall incur no obligation or duty to make any disbursement whatsoever under this Agreement until, pursuant to the Metropolitan Entitlement Grant Agreement under Title I of the Housing and Community Development Act of 1974 as amended, federal funds are received by CITY for said disbursements.

9. **FEDERAL GRANT REQUIREMENTS.** AGENCY shall comply with all applicable provisions of the laws, regulations and Executive Orders cited, and agrees to be subject to all other applicable requirements and provisions set forth in 2 CFR 200, 200.0 through 200.521, replacing Circular No. A-110, Circular A-122 and Circular A-133, a copy of which are attached hereto and made part hereof.

10. **INDEMNITY:** AGENCY hereby agrees to indemnify, save and holds harmless, and defend CITY, its officers, agents and employees from and against all liens,

charges, claims, demands, losses, costs, judgements, liabilities, and damages of every kind and nature whatsoever, including courts costs and attorney's fees arising by reason of: the performance by AGENCY of any services under this Agreement; any act, error or omission of AGENCY or of an agent, employee, licensee, contractor or subcontractor of AGENCY; and any breach by AGENCY of any of the terms conditions or provisions of this Agreement.

11. **MONITORING AND EVALUATION.** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. AGENCY shall supply CITY with written monthly reports on program activity, in a form approved by CITY, as well as reports on special events, and minutes of the Board of Directors meetings. AGENCY shall provide CITY with such additional information and data as may be required from time to time by federal or state authorities, or CITY. Authorized representatives of CITY shall have access to the books and records maintained by AGENCY with respect to the services and materials provided hereunder at all reasonable times and for all reasonable purposes, including, but not limited to, the inspection or copying of such books and records and any and all memoranda, checks, correspondence or documents appertaining thereto. Such books and records shall be preserved by AGENCY for a period of five (5) years after the termination of this Agreement, unless a longer period is required under state or federal law or regulation. CITY may conduct a site visit to AGENCY during the term of this Agreement if it has been determined by the CITY to be necessary.

In addition, any grantee or subgrantee of federal grant funds disbursed in conjunction with this Agreement, the federal grantor agency, and the Comptroller General of the United States, as well as any of their duly authorized representatives, shall have access to any books, documents, papers

and records of AGENCY which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions.

12. **INSURANCE:** Unless waived by the CITY, throughout the term of this Agreement AGENCY shall maintain insurance in the type and amount specified in this Section and shall include CITY as an additional insured on such policy or policies. Attached hereto as EXHIBIT E and incorporated herein is: (A) proof of waiver of the insurance requirement set forth herein as authorized by CITY, or (B) a certificate of insurance duly executed by the offices or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying CITY as an additional insured, which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:

	Individual Occurrence	Aggregate
General Liability		
Bodily injury, including death and Property damage	\$ 500,000.00	\$1,000,000.00
Workers Compensation	Statutory Limits	

All premiums shall be at the expense of AGENCY. 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, AGENCY shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying CITY as an additional insured, to be forwarded to the Director of the Office of Management and Budget.

13. **WORKERS' COMPENSATION.** AGENCY hereby certifies that it has accepted the provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of said Acts, or has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

14. **PROGRAM INCOME.** Any and all income generated by the use of funds provided by CITY to AGENCY hereunder shall be used by AGENCY for Community Development Block Grant eligible activities, and all provisions of this Agreement shall apply to such activities. When so requested, AGENCY shall make available for inspection by CITY any and all records, papers, and documents reflecting the receipt and disposition of program income, and shall report on their activities in their regular reports. At the time of the expiration of this Agreement, if program income has or will continue to be generated, discussions will be held concerning the disposition of that program income.

15. **PROHIBITION OF LOBBYING.** No federal appropriated funds have been paid, or will be paid, by AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY hereby agrees that all subcontracts under this Agreement shall include this certification.

16. **COMPLIANCE WITH LAWS.** AGENCY shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the work done under this Agreement.

17. **ASSIGNMENT.** AGENCY shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY.

18. **SUBCONTRACTING.** None of the work or services covered by this agreement shall be contracted without the prior review and written approval of CITY.

19. **ANTI-DISCRIMINATION.** AGENCY 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. AGENCY shall comply with the applicable provisions of the Pittsburgh Code, Title Six-Conduct, Article V-Discrimination, and any amendments thereto. AGENCY 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 thereunder. AGENCY 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.

20. **INTERRUPTION: POSTPONEMENT: ABANDONMENT.** In the event the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be to its best interests, AGENCY shall not be entitled to any further payment for such work or part hereof beyond and in excess of the amount due at that time, in accordance with Paragraph 5 hereof; and final payment shall be based on the actual time spent to such date.

21. **INTERPRETATION.** In the event of any dispute as to the interpretation of the terms of this Agreement, the decision of the Director of the Office of Management and Budget shall be final.

22. **TERMINATION.** CITY may terminate this Agreement at any time, without cause or liability, by giving AGENCY thirty (30) days advance written notice of this intention to terminate.

23. **FORM 1099 - MISC.** Agency is a non-profit corporation/organization

and its federal tax identification number is 25-1737717. The Agency's address is **45 S. 23rd Street - Suite #101, Pittsburgh, PA 15203.**

24. AMENDMENT. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto. This agreement may not be changed, modified, discharged, or extended except by written amendment, duly executed by the parties.

25. DEBARMENT. Agency warrants that it is not prohibited from entering into this Agreement with the City by reason of disqualification under Subsection (b) of Section 161-22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as Exhibit C and incorporated into and made a part of this Agreement.

26. ACKNOWLEDGEMENTS. All promotional flyers, news releases, advertisements, brochures, posters, letters, printed materials and electronic media, radio and television broadcasts associated with these activities shall include the following acknowledgment prominently displayed with other credits, "This is being financed in part with a grant from the City of Pittsburgh through the Community Development Block Grant (CDBG) Program, William Peduto, "Mayor."

27. STATEMENT OF AFFILIATIONS. Agency shall file a Statement of Affiliations with the City of Pittsburgh Board of Ethics which shall include the following:

1. A description of any contractual or other business relationship with the CITY or any of its departments, agencies, boards, commissions or authorities, including the value of the contract or business relationship entered into during the three (3) calendar years previous to the execution of this Agreement.
2. The Agency's qualifications and experience which shall be reapplied to the performance of this Agreement.

3. An identification of the Agency's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Agency is a public corporation, the officers, the members of the Board of Directors, and shareholders holding more than three (3) percent of the corporate stock.

This Statement of Affiliations shall be included in the contract as Attachment D.

28. MBE/WBE PARTICIPATION. (Applicable only in contracts for \$25,000 or more). AGENCY agrees to assist CITY'S efforts to encourage the participation of minorities and women in CITY contracts by making a good faith effort to utilize women and minorities in performing the work required by this Agreement. The final payment under this Agreement will not be made until AGENCY submits a report to CITY detailing the following information:

A. The dollar amount of the contract paid to Minority Business Enterprises along with the names, addresses and telephone numbers of said Minority Business Enterprises.

B. The dollar amount of the contract paid to Women's Business Enterprises along with the name, addresses and telephone numbers of Women's Business Enterprises.

C. An explanation of any failure to achieve the goals for Minority Business Enterprises and Women Business Enterprises participation which had been represented to CITY prior to the award of the contract.

29. CDBG-CHURCH STATE GUIDANCE. (Applicable only in contracts with religious organizations) AGENCY represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization. AGENCY agrees that, in connection with its scope of services:

a. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

b. it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

c. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services;

d. the portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and

e. the funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Provider and in which the public services are to be provided: provided that, minor repairs may be made if such repairs (1) are directly related to the public services (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the CDBG expenditure for the public services.

30. REVERSION OF ASSETS: Upon expiration of this agreement, pursuant to 24CFR 570.503 (b)(7), the AGENCY shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh, Office of Management and Budget.

At the expiration of this agreement, pursuant to 24 CFR 570-503 (b)(7), any real property in the AGENCY'S control that was acquired or improved in whole or part with CITY CDBG funds in excess of \$25,000.00 must either:

(i) Be used to meet one of the national objectives listed in 24 CFR 570.208 until five (5) years after expiration of this agreement, or for such longer period of time determined to be appropriate by CITY; or

(ii) If not used in accordance with paragraph (i), AGENCY shall pay CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. (No payment is required after the period of time specified in paragraph (i) of this section.) Such transfer shall occur within thirty (30) days of termination. AGENCY shall give a check made payable to "Treasurer, City of Pittsburgh" to the City of Pittsburgh Office of Management and Budget.

31. AUTHORIZING RESOLUTION. This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 75, effective February 26, 2018.

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

ATTEST:

CITY OF PITTSBURGH

Lucie Drake

By [Signature]
Mayor

WITNESS:

[Signature]

By [Signature]
Director, Office of Management & Budget

ATTEST:

PITTSBURGH PARKS CONSERVANCY

[Signature]
Secretary (Corporate Seal)

By May M. Chew
President

EXAMINED BY:

[Signature]
Assistant City Solicitor

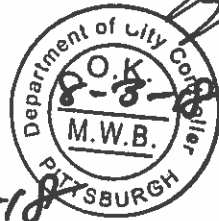
APPROVED AS TO FORM:

[Signature]
City Solicitor

COUNTERSIGNED:

[Signature]
City Controller

Douglas W. Craker



[Handwritten initials]

8-8-18
52601



Allegheny Commons Park Fountain Restoration Project

Pittsburgh Parks Conservancy has expanded into community and neighborhood parks restoration/ renovation projects throughout Pittsburgh and the organization was asked to undertake the Allegheny Commons Fountain Restoration project because of previous experience in parks planning and working with neighborhood organizations to update the Allegheny Commons Park Master Plan. We are currently working closely with two community groups, Northside leadership Conference and Allegheny Commons Initiative, while partnering with the City of Pittsburgh Department of Public Works to restore a section of Allegheny Commons Park.

The project will reconstruct the historic fountain (1868) at the northeast corner of Allegheny Commons Park and make site improvements to approximately 7.5 acres of the surrounding historic landscape promenade inside the park (see attached map). The project includes installation of:

- new LED pedestrian lights (12) to improve visibility and increase park safety at night
- ADA accessibility: ADA compliant curbs and walkways
- watershed control measures: planting vegetation (hardwood canopy trees (16), native plants, ornamental shrubs and perennial flower beds) to mitigate watershed run-off into the combined sewer system
- infiltration trenches to intercept storm water and retain it on site, helping to recharge groundwater
- 250 square yards of heavy duty bituminous paved paths and approx. 1,050 sq. yd. of stone dust paving along path edges and restoration of highly compacted turf (approx. 7,225 square feet)
- large ceramic fountain that recycles water: reproduction of Grecian urn and water jets within 80-foot diameter stone coping
- decorative historic pipe railing to mark park entrances
- park amenities: seating (10 benches), bike racks, drinking fountain, trash receptacles and signage

See attached "Estimate of Probable Construction Costs" for detailed line-item budget.

CDBG Eligibility

The Allegheny-Commons Park Fountain Restoration project is located near the high-profile intersection of North and Cedar Avenues on the North Side in the City of Pittsburgh in CDBG eligible census tract #5627 in the Allegheny Center neighborhood, that has a population of 933 residents (sometimes referred to as "Allegheny West" neighborhood) (according to 2010 US Census & ACS for Pittsburgh 7/1/14 listing).

The community benefits from improving this recreational green space are:

- improved lighting in the park at night making the area sufficiently lit to deter crime and potentially make park safer
- improved accessibility via ADA upgrades
- temporary jobs created
- blight elimination

Based upon 2010 data on the US Census Bureau website*, it is estimated that 17,018 people, who live in census tracts located within 1 mile of the park, will benefit from the park improvement project. Specifically, nine CDBG eligible neighborhoods will most likely benefit because the park restoration project site is:

- located in a CDBG eligible area, census tract #5627, Allegheny Center
- adjacent to 2 CDBG eligible neighborhoods:
 - East Allegheny- census tract #5632 - population 2136
 - Allegheny West- census tract #5627- population 462
- within 500 feet of Pittsburgh King K-8, a school with 570 student enrollment, which predominantly serves low-moderate income families (86% economically disadvantaged students**)
- within 1 (one) mile of at least seven (7) other CDBG eligible census tracts/neighborhoods (more than 14,500 residents):

<u>Neighborhood</u>	<u>census tract #</u>	<u>population***</u>
Fineview	2509	1285
Perry South	2615	4145
California- Kirkbride	2507	761
Manchester	2107	2130
Spring Hill- City View	2620	2648
Spring Garden	2412	884
Troy Hill	2406	2714

*<http://www.census.gov/2010census/popmap/index.php>

** <http://discoverpps.org/king>

*** from Data.gov: Data Catalog population Density 2010 website

OUTCOME PERFORMANCE MEASUREMENT SECTION

THIS SECTION MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR FUNDING

HUD requires recipients of federal funding to assess the outcomes of the program in questions. The City of Pittsburgh employs the Performance Measurement System to establish and track measurable goals and objectives for the CDBG, HOME, ADDI and ESG programs. All approved applicants will be required to comply with the Performance Measurement System.

I. GOALS

The proposed activity meets which of the following goals: (Select only one)



Goal #1 – Creates a suitable living environment

This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment (such as poor quality infrastructure) to social issues such as crime prevention, literacy or elderly health services.



Goal #2 – Provides decent housing

This objective focuses on housing programs where the purpose of the program is to meet individual, family, or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under suitable living environment.



Goal #3 – Creates economic opportunities

This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

II. OBJECTIVES

Select the most appropriate objective for the proposed activity



Improve availability/accessibility

This category applies to activities that make services, infrastructure, public facilities, housing, or shelters available or accessible to low/moderate income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low/moderate income people where they live.



Improve affordability

This category applies to activities that provide affordability in a variety of ways in the lives of low/moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

Improve sustainability

This category applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low/moderate income or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

III. OUTCOMES
(GOALS AND OBJECTIVES OF PROPOSED ACTIVITY)

Check all outcome statements that apply to the proposed activity

AVAILABILITY/ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved accessibility	<input type="checkbox"/> Enhance suitable living environment through new/improved affordability	<input checked="" type="checkbox"/> Enhance suitable living environment through new/improved sustainability
<input type="checkbox"/> Create decent housing with new/improved availability	<input type="checkbox"/> Create decent housing with new/improved affordability	<input type="checkbox"/> Create decent housing with new/improved sustainability
<input type="checkbox"/> Provide economic opportunity through new/improved accessibility	<input type="checkbox"/> Provide economic opportunity through new/improved affordability	<input checked="" type="checkbox"/> Provide economic opportunity through new/improved sustainability

IV. OUTCOME STATEMENT

Combine the elements from the categories above to summarize why the proposed activity is needed and what outcomes will be achieved from the proposed project or program. Outcomes are the changes you expect to occur in clients' lives and/or the community as a result of the proposed activity. A complete statement includes output (quantified) + outcome (from categories above) + activity (description) + objective.

Examples: 52 households will have new access to public sewer for the purpose of creating a suitable living environment.

7 households have affordable housing through a down payment assistance program for the purpose of creating decent affordable housing

50 persons have access to new jobs through extension of a water line to a business for the purpose of creating economic development.

Section IV. Outcome Statements are attached.