

**FIRST (1ST) AMENDED
PITTSBURGH LAND BANK
COOPERATION AGREEMENT**

THIS FIRST (1ST) AMENDED COOPERATION AGREEMENT (the "Agreement"), effective as of the 2nd day of March, 2019, is made by and between the CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania (the "City"), the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701 *et seq.* (the "URA"), and the PITTSBURGH LAND BANK, a Pennsylvania land bank created pursuant to the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101 *et seq.* (the "PLB"). Each of the foregoing may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the Commonwealth of Pennsylvania, pursuant to the Pennsylvania Land Bank Act, 68 Pa.C.S.A. §§ 2101 *et seq.* (the "Act"), authorized the creation of land banks to address issues related to vacant, abandoned, and tax-delinquent properties through the Commonwealth; and

WHEREAS, on April 14, 2014, the City passed an ordinance authorizing the creation of the Land Bank, see Pittsburgh Code, Title One, Article IX, Chapter 174(A) (the "Land Bank Ordinance"); and

WHEREAS, the Land Bank Ordinance authorized, among other things, the registration of the Land Bank with the Secretary of the Commonwealth, see Land Bank Ordinance § 174A.03, the adoption of bylaws, policies, and procedures, id., at § 174A.03(c), and the appointment of a board of directors, id., at § 174A.05; and

WHEREAS, the provisions of the Land Bank Ordinance and the provisions of the Act authorize the Land Bank to engage in various activities related to the acquisition, maintenance, and disposition of real property within the City; and

WHEREAS, historically, real property transfers between the URA and the City were governed by City Resolution No. 255, Bill No. 402, effective June 25, 1998 (the "Property Reserve Resolution"), and a memorandum of understanding developed thereunder, pursuant to which the City and the Authority created a "Property Reserve" and worked to coordinate the acquisition, maintenance, and disposition of real estate within the City (the "Property Reserve MOU"); and

WHEREAS, Section 174A.07 of the Land Bank Ordinance authorizes the PLB to contract with the City and URA to provide staffing services to the Land Bank, and Section 174A.12(d) of the Land Bank Ordinance directs the Land Bank to coordinate with the City and the URA for synchronized acquisition, maintenance, and disposition of real estate; and

WHEREAS, the Board of Directors of the URA authorized execution of this Agreement by Resolution Number 199 of 2017;

WHEREAS, the Board of Directors of the PLB authorized execution of this Agreement by board action taken at its regular meeting on May 12, 2017;

WHEREAS, the City of Pittsburgh authorized execution of this Agreement by Resolution No. 432 of 2017, effective July 27 2017, as amended by Resolution No. 661 of 2017, effective October 26, 2017;

WHEREAS, the parties hereto entered the Pittsburgh Land Bank Cooperation Agreement dated July 2, 2018, and the parties now wish to amend the agreement;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree to enter into this First (1st) Amended Pittsburgh Land Bank Cooperation Agreement as follows:

1. INCORPORATION OF RECITALS. The recitals appearing above constitute a material part of this Agreement and are incorporated herein by reference.

2. MUTUAL COOPERATION. The Parties hereto agree to engage in mutual cooperation to accomplish the goals of the Land Bank Ordinance, including sharing of relevant information and documentation.

3. REPLACEMENT OF PROPERTY RESERVE MEMORANDUM. This Agreement, among other things, amends and replaces the Property Reserve Memorandum of Understanding, which shall be of no further force and effect upon December 31, 2019. The Property Reserve program shall transition to PLB operations no later than January 1, 2020. The PLB shall start accepting applications for properties that would have been eligible for the Property Reserve program no later than January 1, 2020, but may do so earlier.

4. POLICIES AND PROCEDURES. Pursuant to §174A.13(d) of the Pittsburgh Code of Ordinances, the PLB finalized and adopted operating Policies and Procedures which were reviewed and approved by City Council Resolution 2018 of 2017.

5. LAND BANK STAFFING. For the term of this agreement, the URA agrees to provide, and the PLB agrees to accept and to pay the URA for, staffing and related professional services to the PLB as are necessary for its operation. Such services shall include, but not be limited to, services related to: general management, property management, information systems, maintenance, construction/rehabilitation, financing, marketing, transactional, etc. The URA and the PLB shall enter into an agreement describing the services to be provided and the rights and obligations of the URA and the PLB.

6. REAL PROPERTY TRANSFERS. The Parties to this Agreement agree that, to accomplish the goals of the Land Bank Ordinance and improve the City's processing of real property, and in accordance with Section 174A.12(d) of the Land Bank Ordinance, the following rules shall apply to transfers of real property between and among the Parties hereto:

a. Department of City Planning. All transfers of real property between and among the Parties to this agreement shall be in accordance with, and in furtherance of the purposes of, the principles and land use plans established by the Department of City Planning.

b. Transfers from the Land Bank. The City and the URA shall have priority over all other parties to request and receive real property transfers from the PLB, for City purposes and for redevelopment purposes, respectively. Such transfer requests may be made for real property owned either (i) by the PLB, or (ii) by any other individual or entity where the PLB has an opportunity to purchase.

c. Chief Land Officer. The Chief Land Officer of the City or the Mayor's designee (hereinafter individually and collectively referred to as "CLO") shall resolve any differences or disputes between the Parties to this Agreement over proposed transfers to which this Agreement, the Land Bank Ordinance, and the Act do not provide adequate guidance.

7. TRANSFER PROCEDURES.

a. Transfer by Written Request. When the City and/or the URA requests a transfer of real property from the PLB pursuant to this Agreement, it shall make such request in writing to the Administrator of the PLB, including evidence of any required City Council or URA Board of Directors authorizations, and copied to the CLO or the Director of Real Estate of the URA, as the case may be (each a "Transfer Request"). Unless the Administrator of the PLB receives a written objection from the non-requesting Party within ten business days from the date of a Transfer Request, the Administrator of the PLB on behalf of the PLB shall without further delay, take all actions necessary to comply with the Transfer Request, including execution and delivery of any contracts, deeds, or other documentation necessary and proper for the completion of such transfer. Transfers of real property by the PLB to the City or the URA shall be for cost, per Paragraph 8 of this Agreement and be by special warranty deed, signed by the Administrator of the PLB. If the non-requesting Party provides a written objection to a Transfer Request to the Administrator of the PLB within the ten business days provided, the Administrator of the PLB shall take no action on the Transfer Request until either (i) a decision is made by the CLO, or (ii) the Parties to this Agreement reach a mutually acceptable resolution consistent with this Agreement.

b. Ratification. At each meeting of the Board of Directors of the PLB, the Administrator of the PLB shall provide a listing for ratification of all transfers of real property completed pursuant to this Agreement since the prior meeting of the Board of Directors, and, absent a material breach of the terms of this Agreement, the Board of Directors shall ratify such transfers. Ratification of properties of value over Fifty Thousand Dollars (\$50,000) shall be pursuant to the Land Bank Act section 2105(h).

c. Requests for Transfer of Unowned Property. In the event of a request for a transfer by the City or the URA of real property not then owned by the PLB, the PLB shall use its best efforts to timely acquire the real property for transfer to the requesting party.

8. COSTS, ADMINISTRATION, AND FEES. Each Party issuing a Transfer Request agrees to bear its own fees and costs associated with such Transfer Request and any resulting costs

and expenses, which may include, but are not limited to: acquisition, maintenance, insurance, title clearing, overhead, legal fees, court costs and fees, and recording fees.

9. TERM. The term of this Agreement shall commence as of the date set forth above and shall continue until written notice of termination is provided by a Party to all other Parties to this agreement, providing one hundred eighty (180) days' advance notice of such termination. Upon receiving said notice, the remaining parties may either continue to perform pursuant to this Agreement, or they may also terminate their participation in this contract by providing said notice in writing to the remaining party to this Agreement within the one hundred eighty (180) days' notice period commencing with the first notice to terminate.

10. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflict of law.

11. HOME RULE CHARTER. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter.

12. ANTI-DISCRIMINATION. All parties hereto shall comply with the applicable sections of the Pittsburgh Code: Title Six - Conduct, Article V - Discrimination, and any amendments thereto.

13. COMPLIANCE WITH LAWS. All parties hereto shall fully obey and comply with all laws, ordinances, and administrative regulations applicable to the subject of this Agreement.

14. AMENDMENT AND TERMINATION. This Agreement contains all 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 a written amendment duly executed by the Parties. All parties reserve the right, collectively or individually, to amend this agreement if so merited by a change in the Land Bank Act, Land Bank Ordinance, Policies and Procedures of the PLB, or Urban Redevelopment Law.

15. ASSIGNMENT. No party to this Agreement may assign its rights or duties to another individual or entity, except with the prior written consent of the other parties to this Agreement.

16. AUTHORIZING ACTIONS. This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 661 of 2017, effective 10/26/2017, by the URA pursuant to Resolution No. 199 of 2017, duly adopted by its members on July 13, 2017, and by the PLB pursuant to the Board of Directors of the PLB action taken on May 12, 2017.

IN WITNESS WHEREOF, the parties have duly executed this First (1st) Amended Pittsburgh Land Bank Cooperation Agreement the day and year first above written.

[SIGNATURE PAGES FOLLOW]

WITNESS/ATTEST:

Jamie Drake
Secretary to Mayor

CITY OF PITTSBURGH
By: William Peduto
Honorable William Peduto
Mayor

WITNESS/ATTEST:

Michelle Neil

By: Margaret Lanier
Department of Finance

EXAMINED BY:

Pam Freed
Assistant City Solicitor

APPROVED AS TO LEGAL FORM:
Y. Hultin
City Solicitor
Department of Law

WITNESS/ATTEST:

Mary G. Coyle
Assistant Secretary

URBAN REDEVELOPMENT
AUTHORITY OF PITTSBURGH
By: Robert Rubinstein
Executive Director

APPROVED AS TO LEGAL FORM:

NO
Attorney

WITNESS/ATTEST:

Diamond Watson
Secretary

PITTSBURGH LAND BANK
Reverend Ricky Burgess
Reverend Ricky Burgess
Chair, Board of Directors

APPROVED AS TO LEGAL FORM:

John M. Clark
Attorney