

Department of City Planning

William Peduto Mayor

Raymond W. Gastil, AICP Director

JAN n 9 2017

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December 29, 2016

Ms. Catherine Qureshi Chief Administrative Officer Pittsburgh Parks Conservancy 45 South 23rd Street – Suite # 101 Pittsburgh, PA 15203

ONN 0 - 2017

REFERENCE: Contract # 51999

Dear Ms. Qureshi:

Enclosed is a copy of the fully executed contract with the City of Pittsburgh for CDBG funds for your files. You should now organize a contract file by the above contract number. Please indicate your contract number on all correspondence and/or inquiries related to this project.

The contract file should include, but not be limited to, the contract and copies of any and all correspondence, invoices, reports, statistics, documents, etc. This file must be kept for a period of five (5) years from the date of your organization's last qualified financial audit that includes this project as completed. In addition, you should have a financial management system in place and a procurement policy to address any issues regarding hiring of personnel or making purchases with our funds.

You may now proceed to invoice this office. Enclosed are copies of the Requisition Form and the Performance Outcome Measurement System Reporting Form. To avoid invoicing problems that can result delays in processing reimbursements, please be sure to submit your invoices on a monthly basis, as required by the contract. To be considered complete, all invoices must include the following.

 Requisition Form. We pay on a cost reimbursable basis, so you must submit back-up documentation to support your expenditures and the documentation must take the form of a copy or copies of a current bill or paid invoices. Statements and cancelled checks are unacceptable. We pay no late feels or past due amounts.



Please make a complete copy of the invoice exactly as you forward it to our office and place in your contract files. If you are requesting reimbursement for personnel costs, the timesheets you submit must show the hours worked on City-CDBG eligible costs and those worked on other activities, applicable. The time sheets must be signed by the employee and their supervisor. You must also submit the related payroll register showing the salary and benefit amounts for any employees reimbursed with CDBG funds.

- Performance Outcome Measurement System Reporting Form. The Community
 Development Block Grant Funds are intended to be used for low and moderate
 income residents of the City of Pittsburgh and the recipients of your services must
 be income eligible, i.e. meet the enclosed 2006 Income Guidelines. Verification of
 this must be documented and kept in your files.
- Written Narrative Program/Project Activity Report. Using your own format and based on your scope of services, you should submit a brief narrative report describing the services that you provided during the time period covered by your invoice.

If any of these three items are not included with the invoice, it will not be processed for payment. You should also pay particular attention to clause #3, paragraph 2 in your contract which states all invoices must be submitted to the Department of City Planning 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.

It is incumbent upon your organization and this office to expend these funds in a timely and efficient manner. Failure to do so and/or unnecessary extended delays in drawing down these funds could result in the possible reprogramming of funds to other projects.

If you have any questions or require assistance, please contact me at (412) 255-2227.

Sincerely,

B. Edward Barnes Senior Planner

#51990

AGREEMENT

MADE this _____ SIRT_day of _____ Ceeule 2016

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 Department of City Planning. 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 one (1) year, beginning July 1, 2016 and ending June 31, 2017 The Director of the Department of City Planning 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).

All invoices must be submitted to the Department of City Planning 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 Department of City Planning. 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)

appropriated for the same, chargeable to and payable from the following account(s):

J.D. Edwards Job #	. Edwards Job # Item #			
0123243160.58101.00	5100	12,500		

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 Department of City Planning 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.
- 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:

General Liability	Occurrence	Aggregate
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 Department of City Planning.

- 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.
- vill 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 Department of City Planning 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 23-2882145. The Agency's address, 45 South 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 form 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 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. 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, Department of City Planning.

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 Department of Planning.
- 29. AUTHORIZING RESOLUTION. This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. Resolution No. 347, and effective 6-21-16

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

ATTEST:	CITY OF PITTSBURGH
Lamie Dut	ByMayor
WITNESS:	
Rankay	By
ATTEST:	PITTSBURGH PARKS CONSERVANCY
Secretary (Corporate Seal)	By My M. Clller President
EXAMINED BY: Assistant City	Solicitor
APPROVED AS TO FORM:City \$	Dicitor Jamille
be liability of the City of th	Controller 5/999 of Pittbourgh under the terry y limited to the amount of ceived from time to time from that States of America for the send a binding contract until this Contract is countersigned condition 12-21-16



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.

Exhibit A

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:
 - o East Allegheny- census tract #5632 population 2136
 - o 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):

Neighborhood	census tract #	population***
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

EXHIBIT B

PITTSBURGH PARKS CONSERVANCY

BUDGET .

ALLEGHENY COMMONS FOUNTAIN RESTORATION

\$12,500

COMMONWEALTH OF PENNSYLVAN	NIA)
COUNTY OF ALLEGHENY) Ss: Pittsburgh Parks Conservancy
	Name of Organization
DEBAREMENT AFFIDAVIT	•
BEFORE ME, the undersi	gned authority, personally, appeared
Meg Cheever Name of Person Representing Organization	who, being duly sworn according to law, and under penalty of
perjury, deposes and says that neither he, n	or to the best of his actual knowledge, information, or belief,
Pittsburgh Parks Conservancy Name of Organization	or any affiliated individual is prohibited from entering a
bid or participating in a City of Pittsburgh	contract by reason of disqualification as set forth at Pittsburgh
Code paragraph 161.22(b).	
	Name President or Vice President
Sworn to and subscribed	
Before me on this 21	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL
day of Sept, 2016	BETH BODAMER Notery Public CITY OF PITTSBURGH, ALLEGHENY COUNTY My Commission Expires Aug 29, 2019
Blth Bodams	
Notary Public	
(SEAL)	

Statement of Affiliations

1. Name and address of Organization: Pittsburgh Parks Conservancy

45 South 23rd Street, Suite 101

Pittsburgh, PA 15203 Phone: 412.682.7275 www.pittsburghparks.org

2. List your qualifications and experience for performance of this organization: Pittsburgh Parks Conservancy is a non-profit organization dedicated to improving quality of life for the people of Pittsburgh by restoring the park system to excellence in partnership with government and the community since 1996. Pittsburgh Parks Conservancy has worked closely with the City of Pittsburgh since 1998 under an official public-private partnership agreement to restore the city's four regional parks: Frick Highland Riverview and Schenley.

In addition to successfully completing 14 capital projects, stewarding over 1,700 acres, and working with thousands of volunteers annually, Pittsburgh Parks Conservancy has raised over \$84 million toward park improvements. Parks Conservancy has expanded into community and neighborhood parks throughout Pittsburgh and was asked to undertake the Allegheny Commons Fountain Renovation project because of our experience in parks planning. We are working closely with two community groups – Northside Leadership Conference and Allegheny Commons Initiative and partnering with the City of Pittsburgh Department of Public Works to renovate the park area to include: large ceramic fountain, park benches, trash receptacles, lighting, bike rack, drinking fountain, ADA compliant curbs/ walkways and vegetation. Also, we are working with neighborhood organizations to update the Allegheny Commons Parks Master Plan which has not been updated since 2002. The updated plan will be used to mitigate watershed run-off and reduce water levels in the combined sewer system.

In planning and implementing projects, the Parks Conservancy always proceeds with respect for historic design, ecological sensitivity, and the needs of modern-day users. This three-pronged approach requires extensive research and planning, public input, and a commitment to excellence. The successful renovation and park restoration of Mellon Square, Highland Park (Entry Garden), Riverview Park (Chapel Shelter), McKinley Park and other parks is a testament to Pittsburgh Parks Conservancy's experience for performance.

- 3. Please give a brief description of any contractual or business relationships you have had with the City within the past three years. Please include the dollar value of the contract or business relationship:
 - Pittsburgh Parks Conservancy has a Cooperation Agreement with the City of Pittsburgh to work cooperatively to restore and revitalize the City's parks.
 - There are three 30-year lease agreements whereby the organization is responsible for managing the operations of City assets: Schenley Park Café and Visitor's Center, Schenley Plaza and Mellon Square.
 - Also, for individual park projects, project agreements, without any consideration amount, are
 used as needed; Cliffside Park and McKinley Park Project Agreements were issued in 2012.
 - In 2013, a Cooperation Agreement for Frick Environmental Center was executed that provides for 85% of Frick Trust to be utilized for construction, operation and maintenance of the Frick Environmental Center.



Statement of Affiliations

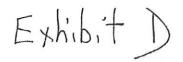
CDBG contracts over the past three years indicated in Table 1 below:

Table 1. PPC- CDBG Grants

Contract #	Amount	Project	Contract Term	Balance Remaining	Status
50520	\$ 32,000.00	Cliffside & McKinley Parks	6/1/2012 - 6/30/2014	see below	Amended to supplemental below
50491	\$ 70,000.00	Arsenal Parks Planning	9/1/2013 - 4/1/2015	\$0	Contract closed
50520 (supplemental)	\$ 7,500.00 added (totaling \$39,500)	Cliffside & McKinley Parks	6/1/2012 - 6/30/2016	\$0	McKinley Completed 2013 Cliffside Park completed August 2016 Contract closed
51801	\$31,084.67	Allegheny Commons Park Fountain Restoration	1/1/2016- 12/31/2016	\$31,084.67	Planning Phase

4. Please identify by name and address the contractors, owners, partners, or shareholders. If the contractor is a public corporation, identify the officers, members of the Board of Directors and shareholders holding more than three (3) percent of the corporate stock. If a non-profit, please list your Board of Directors.

Pittsburgh Parks Conservancy's current Board Member listing is attached.





2016 Board Members (10.6.16)

Alan Ackerman Community Leader

Ritchie Battle Community Leader

Daniel I. Booker, Board Chair Partner Reed Smith

Quintin B. Bullock President CCAC

Linda B. Burke Legal Tax Consultant

Meg Cheever, ex officio President Pittsburgh Parks Conservancy

Ann Davis
Owner
Typhoon Lighting

Susan S. Dorrance Community Leader

Curt Ellenberg, Board Treasurer Treasurer (Retired) Western Pennsylvania School for the Blind

Jeremy Feinstein, Board Secretary
Chief Counsel,
Government and Regulatory Enforcement
PNC Financial Services Group

Elise Frick Community Leader

Mike Gable, ex officio Director of Public Works City of Pittsburgh Raymond W. Gastil, ex officio Director of City Planning City of Pittsburgh

Jim Griffin, ex officio Director of Parks and Recreation City of Pittsburgh

Harry Henninger Chairman (Retired) Kennywood Entertainment

David McL, Hillman
Senior Advisor
PNC Equity Management Corporation/
PNC Mezzanine Management Corporation

Dan Holthaus Tax Partner Deloitte

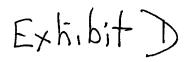
Nancy Levine Lead Physician, Squirrel Hill Family Practice-UPMC

John P. Levis III
Consultant and Private Equity Investor

Michael Lyons
EVP, Head of Corporate & Institutional
Banking
PNC Financial Services Group

Inez Miles Vice President (Retired) RBS Citizens Bank of Pennsylvania

Gary Mulholland
Senior Healthcare Sales Executive (Retired)
CGI Healthcare



Brian Mullins

Senior Vice President and Treasurer (Retired)
SCA Packaging North America

Katie McSorley President, Midlantic Havas. PR

Mildred S. Myers
Teaching Professor of Management
Communications
Carnegie Mellon University

William Peduto, ex officio Mayor City of Pittsburgh

Gabriela Porges Community Leader

Patricia R. Rooney Community Leader

Amanda Rubio Staff Attorney Reed Smith

William C. Rudolph Principal McKnight Realty Partners

James Spencer
President & CEO
EverPower Wind Holdings Inc.

Paul Supowitz
Vice Chancellor for Governmental Relations
University of Pittsburgh

Jerry Voros
President & COO (Retired)
Ketchum Communications Inc.

Christy C. Wiegand
Assistant U.S. Attorney General
U.S. Post Office & Courthouse

Michael G. Zanic Administrative Partner K&L Gates LLP

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 tract 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. <u>OUTCOMES</u> (GOALS AND OBJECTIVES OF PROPOSED ACTIVITY)

Check all outcome statements that apply to the proposed activity

AVAILABILITY/ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
Enhance suitable living environment through new/improved accessibility	Enhance suitable living environment through new/improved affordability	Enhance suitable living environment through new/improved sustainability
Create decent housing with new/improved availability	Create decent housing with new/improved affordability	Create decent housing with new/improved sustainability
Provide economic opportunity through new/improved accessibility	Provide economic opportunity through new/improved affordability	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.



Benefit/ Eligibility

Allegheny Commons Park Fountain Restoration project is located at a high-profile intersection, at East North and Cedar Avenues, of the Northside and serves as a beautiful gateway to the area. (See attached map.) Because of the location, several neighborhoods will benefit from this park re-development project and the beautification of this area.

Based upon 2010 data on the US Census Bureau website*, it is estimated that 17,018 people, who live 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 West
- adjacent to CDBG eligible neighborhood, East Allegheny, census tract #5632
- within 500 feet of Pittsburgh King K-8, a school with 570 student enrollment, which predominantly serves low-moderate income families
- within 1 (one) mile of at least seven (7) other CDBG eligible census tracts/ neighborhoods:
 - #2509 Fineview
 - #2615 Perry South
 - #2507 California- Kirkbride
 - #2107 Manchester
 - #2620 Spring Hill- City View
 - #2412 Spring Garden
 - #2406 Troy Hill

Outcome Statements

Specific outcomes resulting from the completion of the Allegheny Commons Park Fountain Restoration project are:

Availability/ Accessibility

- Suitable Living Environment: approximately 17,588 people, (570 students, 17,018 residents), who study or live in one the nine (9) CDBG eligible census tracts within 1 mile of the site will have a more suitable living environment through improved accessibility to a safe, attractive greenspace that encourages outdoor interaction and physical exercise.
- Improve Accessibility: installation of ADA compliant curbs and walkways will make park access easier
- Improved lighting in this area of the park will make the park safer at night

^{*}http://www.census.gov/2010census/popmap/index.php

More Suitable Work Environment

5,800 doctors and staff members of Allegheny General Hospital, located directly
across the street from the park redevelopment site, will have access to a stressfree greenspace with improved lighting and resurfaced walkways (walking and
jogging possibilities), a water feature, sitting areas and bike racks

Sustainability

- Economic Opportunity: Approximately \$3,000,000 in resources will be invested
 in the park re-development project which will improve sustainability in the area
 because attractive parks can attract new residents to and increase the value of
 surrounding property
- Economic Opportunity/ Job Creation: at least 50 architects, engineers and construction workers will work on site over the course of the project
- Economic Opportunity: An increase of workers at this location provides an opportunity for increased consumerism in three nearby commercial business districts on Northside: Federal Street, East Ohio Street and Western Avenue
- Creation of one (1) greenspace: The park renovation will improve sustainability because the project will include adding trees and greenery (rain garden) that will absorb water run-off from natural wet weather events
- A subsequent, long-term benefit is increased community pride and social cohesion that can result in reduced crime in the area, and improved concentration and complex thinking for park user, resulting in more economic development.

Economic Development

- The project will:
 - ✓ invest almost \$2M in resources into this area
 - ✓ serve as a source of temporary employment income for at least 50 people
 - ✓ provide opportunities for new workers in the area to invest in local businesses

Allegheny Commons' location, with stunning views and within walking distance of Downtown Pittsburgh, offers great potential for neighborhood improvement and economic development. A study by the Trust for Public Land suggests that parks have a significant impact on surrounding real estate and, if well-maintained, can add 15% or more to fair market value, attracting both commercial and residential investment. This has been borne out in other major cities, such as Boston and New York, where urban parks surrounded by homes and businesses have spurred economic development. Other studies show that businesses are more likely to locate in an area with well-maintained parks because they know that today's generation of workers consider parks essential to their quality of life.

Infrastructure Improvement

- New LED lighting will be added to make the park safer at night
- Watershed run-off management features will be added in the vegetation and fountain features
- Adding infiltration trenches to intercept storm water and retain it on site will help recharge groundwater
- Allegheny Commons is a fine example of 19th century park design and has been recently placed on the National Register of Historic Places. Restoration will be one in accordance with the US Secretary of Interior's Standards for Cultural Landscapes.

General Public Benefit

• The Allegheny Commons Park Fountain Restoration project represents a bridge between outdoor recreation, healthy lifestyles, and economic benefits in the Northside community. Parks and park amenities have repeatedly been shown to improve quality of life for residents and workers. Urban parks are particularly important to provide city dwellers with opportunities for outdoor recreation, connections with nature, cooler air temperatures, and relief from noise, traffic, and other stresses of urban life. Allegheny Commons and this feature project will encourage walking and volunteer stewardship activities, strengthening community ties and promoting healthy lifestyles for the region. Additionally, the lawns flanking the central promenade walkway will be used for independent leisure activities, the farmers' market, and a variety of programs and events presented by community organizations.

NOTE: Pittsburgh King K-8, a neighborhood school, which predominantly serves low-moderate income families and has an enrollment of 570 students, is within 500 feet of the park; therefore, it is hopeful that the Allegheny Commons Fountain Project and native vegetation will be used as teaching resource for science curricula.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DDYYYY) 3/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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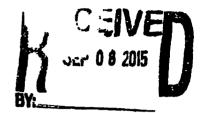


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In reply refer to: 0248206070 Sep. 08, 2015 LTR'4168C 0 23-2882145 000000 00 00014309

BODC: TE

THE PITTSBURGH PARKS CONSERVANCY 45 S 23RD ST SUITE 101 PITTSBURGH PA 15203





032896

Employer Identification Number: 23-2882145
Person to Contact: Mrs. Turner
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Aug. 27, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in September 1997.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



CITY OF PITTSBURGH DEPARTMENT OF LAW INTEROFFICE MEMORANDUM

TO:

Ray Gastil, Director

DEPT:

City Planning

FROM:

Rachel O'Neill, Assistant City Solicitor

DEPT:

Law

CC:

Mike Petrucci, Jerry Cafardi, Tim DiSalvio, Lourdes Sánchez-Ridge, Yvonne Hilton,

Kelly Mistick, Daniel Friedson

DATE:

July 20, 2016

SUBJECT:

Exemption from Professional Service Committee Review and Insurance Waiver

Pursuant to your recent memorandum, please be advised:

- 1. We agree that the grants of less than \$25,000 to non-profit community groups, homeless shelters, and social service agencies funded through the Community Development Block Grant ("CDBG") and Emergency Shelter Grant Program should remain exempt from Professional Services Committee review.
- We agree to continue the waiver of general liability insurance requirements for these particular CDBG contracts as long as the groups agree to the proposed indemnification clause and are not performing any project or scope of work on City property.

If you have any further questions, please do not hesitate to contact me.

Submitted by;

Rachel O'Neill

Assistant City Solicitor



William Peduto Mayor

Raymond W. Gastil, AICP Director

August 19, 2016

Pittsburgh Parks Conservancy Catherine Qureshi 2000 Technology Drive, Suite 200 Pittsburgh, PA 15219

RE: Update on 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Dear CDBG Grantee,

The Office of Management and Budget and Federal award making agencies recently published, and the U.S. Department of Housing and Urban Development ("HUD") recently adopted, 2 CFR Part 200 titled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.* According to HUD, 2 CFR Part 200 applies to all Federal financial assistance program recipients and "supersedes, consolidates and streamlines the requirements from eight OMB circulars" referenced in the City's CDBG contracts.

Due to this consolidation of OMB circulars, Clause 9 in your current CDBG contract, which presently reads:

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 Circular No. A-110, Grants and Agreements with Institutions of Higher Education, Hospital and other Nonprofit Organizations, Circular A-122, Cost Principles for Nonprofit Organizations and OMB Circular A-133, Audits of Institutions of Higher Education and Other Non-Profit Institutions, copies of which are attached hereto and made part hereof.

Shall now read:

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 is attached hereto and made part hereof.

A copy of this notification will be included with your executed contract. In the meantime, you may contact me at 412-255-2211 with any questions regarding this contract amendment.

-Sincerely,

Mike Petrucci

Assistant Director for Community Development

2 CFR 200

Replacing A-87, A-110, A-122, A-133, Parts 84 & 85

Go to:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

TITLE 2—Grants and Agreements

Subtitle A---OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR GRANTS AND AGREEMENTS

CHAPTER II-OFFICE OF MANAGEMENT AND BUDGET GUIDANCE

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

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§200.457	Plant and security costs.
§200.458	Pre-award costs.
§200.459	Professional service costs.
§200.460	Proposal costs.
§200.461	Publication and printing costs.
§200.462	Rearrangement and reconversion costs.
§200.463	Recruiting costs.
§200.464	Relocation costs of employees.
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§200.466	Scholarships and student aid costs.
§200.467	Selling and marketing costs.
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§200.470	Taxes (including Value Added Tax).
§200.471	Termination costs.
§200.472	Training and education costs.
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Appendix Appendix II to Part 200—Contract

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Appendix Appendix III to Part 200—Indirect (F&A)

Costs Identification and Assignment, and Rate Determination for Institutions of

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Appendix IV to Part 200—Indirect (F&A)

Costs Identification and Assignment, and

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Appendix X to Part 200—Data Collection

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