



Legislation Details (With Text)

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**On agenda:** 3/7/2017    **Final action:** 3/21/2017  
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**Title:** Resolution authorizing the Mayor and the Directors of the Office of Management and Budget and the Department of Finance to enter into a Joint Management and Operating Agreement for The City-County Building.

**Sponsors:**

**Indexes:** AGREEMENTS

**Code sections:**

**Attachments:** 1. Summary 2017-1293.docx

Date	Ver.	Action By	Action	Result
3/27/2017	1	Mayor	Signed by the Mayor	
3/21/2017	1	City Council	Passed Finally	Pass
3/15/2017	1	Standing Committees	AFFIRMATIVELY RECOMMENDED	Pass
3/7/2017	1	City Council	Read and referred	

Resolution authorizing the Mayor and the Directors of the Office of Management and Budget and the Department of Finance to enter into a Joint Management and Operating Agreement for The City-County Building.

**WHEREAS**, pursuant to the Act of April 18, 1913, P.L. 96, as amended by the Act of March 26, 1915, *codified at* Pa. Stat. Ann. tit. 53, § 1331 *et. seq.*, the Pennsylvania General Assembly authorized counties in the Commonwealth and cities in which the county-seat is located to erect a joint city and county building to be used by a city and a county for the conduct of their respective governmental affairs; and

**WHEREAS**, pursuant to the legal authority granted by the Acts of the General Assembly described above, the City of Pittsburgh (the “City”) and Allegheny County (the “County”) (may also be referred to herein as a Party or jointly as the “Parties”) together began the construction of a building in 1915 on a parcel of land bound by Ross Street, Forbes Avenue (formerly Diamond Avenue), Grant Street and Fourth Avenue within the City of Pittsburgh, hereinafter the land and building are collectively referred to as the “Property;” and

**WHEREAS**, the City and the County completed construction of the building on the Property in 1917; and

**WHEREAS**, the building constructed by the City and the County consists of nine (9) main floors, mezzanine levels, a subbasement, a basement, two (2) rooftop buildings, and an elevator penthouse, and has the postal address of 414 Grant Street, Pittsburgh, Pennsylvania, Zip Code - 15219, and has been called the “City-County Building,” hereinafter referred to as the “CCB;” and

**WHEREAS**, the City and the County, as the joint owners of the CCB, entered into an agreement dated May 13, 1915, hereinafter referred to as the “Original CCB Operating Agreement,” under which the City and the County divided the occupancy of the space in the CCB and agreed to share the costs and expenses of operating, maintaining and repairing the CCB; and

**WHEREAS**, for various reasons, the City and the County have amended and supplemented the Original CCB Operating Agreement on numerous occasions throughout the succeeding years to account for each Party’s changing operational and administrative needs; and

**WHEREAS**, the County and City now desire to enter into a new Joint Operating and Management Agreement (“JOMA”) for the CCB concerning the allocation of space, operation, management, maintenance, repair and sharing of costs and expenses of the CCB that would supersede, supplant and replace the terms and conditions set forth in the Original CCB Operating Agreement, as amended and supplemented; and

**WHEREAS**, except as otherwise expressly provided to the contrary in the JOMA with respect to specified costs or allocated spaces used by one Party, it is the intention of the City and County to bear equally the costs and expenses of the operation and maintenance of the CCB; and

**WHEREAS**, commencing in January, 2018, to cover 2017 costs, the Parties will meet, confer and exchange information concerning the total amount of actual costs and expenses initially paid by both parties for the operation and maintenance of the CCB as provided for in the Agreement; and

**WHEREAS**, the Parties shall determine: (1) which Party has paid more total actual costs and expenses for the operation and maintenance of the CCB during the preceding calendar year than the other Party; and (2) the amount by which that Party’s total actual costs and expenses exceeds the other Party’s total actual costs and expenses; and

**WHEREAS**, subject to further appropriations/legislation by the Parties as required by applicable law, within one hundred-twenty (120) days following the conclusion of the preceding calendar year, the Party that has paid the lesser total amount of actual costs and expenses during the preceding calendar year shall pay to the other Party that has paid the greater total amount of actual costs and expenses one-half of the difference between the two total actual costs and expense amounts as an equalization payment.

**Now, therefore, be it resolved by the Council of the City of Pittsburgh as follows:**

**Section 1.** The Mayor and the Directors of the Office of Management and Budget and the Department of Finance of the City of Pittsburgh are authorized to enter into a Joint Management and Operating Agreement (the “JMOA”) for The City-County Building (“CCB”) with Allegheny County. Responsibility for allocation of space, operation, management, maintenance, repair and sharing of costs and expenses of the CCB will be addressed therein. Payment of costs will be effectuated as follows:

- A. Costs that affect the City’s assigned internal space within the CCB and/or are allocated to the City in the JMOA shall be included in the relevant annual Operating and/or Capital Budgets of the City, as applicable.
- B. Costs that affect the operation of the entire CCB, including capital improvements to its major building components that are deemed to be the responsibility of the City for contracting and payment purposes shall be included in the relevant annual Operating and/or Capital Budgets of the City, as applicable.

- C. Legislation will be presented to City Council to effectuate any equalization payments owed to the County under the terms of the JMOA.
- D. Equalization payments received from the County under the terms of the JMOA shall be deposited into the following JDE account: 11101.43.43923.420000.2017 or such other account as may be designated annually by the Office of Management and Budget for this purpose.

The JMOA may include a term such that the equalization payment owed by a Party to the other Party may be deferred and included in the succeeding year's equalization of costs and expenses between the Parties if the Equalization Payment determined to be owed is less than Ten Thousand Dollars (\$10,000.00). The final Agreement is subject to the review and approval of the City Solicitor as to form and substance.