

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT

This SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Second Amendment"), executed the 21st day of September 2018, and effective the 2nd day of July, 2018 (the "Effective Date"), is entered into by and between the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Urban Redevelopment Law, 35 P.S. §§ 1701 *et. seq.* (the "Urban Redevelopment Law"), and located at 200 Ross Street, Pittsburgh, Pennsylvania 15219 (the "URA") and the PITTSBURGH LAND BANK, a land bank organized and existing under Pennsylvania law, 68 Pa. C. S. §§ 2101 *et. seq.* (the "Pennsylvania Land Bank Law"), with an address of c/o Urban Redevelopment Authority of Pittsburgh, Land Bank Administrator, 200 Ross Street, Pittsburgh, Pennsylvania 15219, Attn.: Director of Real Estate (the "PLB"). The URA and the PLB may hereinafter be collectively referred to as the "Parties".

RECITALS

WHEREAS, on April 14, 2014, the City of Pittsburgh City Council ("City Council") passed an Ordinance creating the PLB, which Ordinance was signed by Mayor Peduto on April 22, 2014 at Pittsburgh Code, Title I, Article IX, Chapter 174A (the "Pittsburgh Land Bank Law"); and

WHEREAS, Chapter 174A.07 of the Pittsburgh Land Bank Law provides that the PLB may enter into a contract for staffing with the URA; and

WHEREAS, a Memorandum of Agreement (the "Memorandum") between the Parties was entered into effective February 12, 2016 and a First Amendment to the Memorandum (the "First Amendment") was entered into effective March 9, 2018 (the Memorandum, the First Amendment, and this Second Amendment shall hereinafter collectively be referred to as the "MOA"); and

WHEREAS, the City of Pittsburgh (the "City") and the URA and the PLB entered into a Pittsburgh Land Bank Cooperation Agreement effective July 2, 2018 (the "Cooperation Agreement") wherein 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, including but not limited to: general management, property management, information systems, maintenance, construction/rehabilitation, financing, marketing, transactional agreements, etc. (the "Services"); and

WHEREAS, the Cooperation Agreement authorized the URA and the PLB to enter into an additional agreement setting forth the terms and conditions under which the URA will provide the Services and further setting forth the rights and obligations of the URA and the PLB and the Parties have determined that the MOA is the appropriate agreement; and

WHEREAS, the URA is authorized to enter into the MOA and this Second Amendment pursuant to the Cooperation Agreement and pursuant to URA Board Resolution No. 319 (2015), as amended by URA Board Resolution No. 120 (2017); and

WHEREAS, the PLB is authorized to enter into this Second Amendment pursuant to PLB Board of Directors action at their regular meeting of August 10, 2018;

NOW, THEREFORE, the URA and the PLB agree as follows:

1. Incorporation. Each capitalized term used herein and defined in the Cooperation Agreement, the Memorandum, the First Amendment, the Pittsburgh Land Bank Law, or the Pennsylvania Land Bank Law, but not otherwise defined herein shall have the meaning ascribed to such term in the document. The foregoing Recitals of this Second Amendment are incorporated into the substantive provisions of this Second Amendment and shall be binding upon the Parties as if expressly set forth herein in the body of this Second Amendment.
2. Administration. The URA shall act as the administrator of the PLB ("Administrator") under the title, "Pittsburgh Land Bank Administrator", and shall support the operations of the PLB in accordance with:
 - (a) PLB Staffing Plan reviewed and approved by the PLB Board on July 13, 2018, attached hereto as Exhibit "A"; and
 - (b) All those responsibilities flowing from the inaugural Policies and Procedures reviewed and approved by City Council Resolution 2018 of 2017 and presented finally and adopted by the PLB Board on June 8, 2018.
3. Funding Requirement. Notwithstanding anything contained herein, the URA shall not be required to fulfill any of the obligations set forth in Section 2 above, or enter into any contract as Administrator, if the URA determines, in its sole discretion, that appropriate funding is not in place.
4. Indemnification. The PLB shall fully indemnify the URA for all the URA's actions pursuant to this MOA, including, but not limited to, legal costs.
5. Board of Directors. The URA, as Administrator shall report directly to the PLB Board of Directors and shall take direction from said Board. If, in the opinion of the URA, a directive from the PLB Board conflicts with any part of the mission of the URA, the actions of the URA Board of Directors, or the Urban Redevelopment Law, the URA shall not be required to execute such directive. In such event, the URA shall provide immediate written notification of the conflict to the PLB Board of Directors.
6. Directors and Officers Insurance. The PLB shall maintain directors and officer's insurance for the PLB Board of Directors, for which the URA shall be named an additional insured, and for the URA as Administrator, for which the URA shall be the named an insured. The URA, as Administrator, shall obtain insurance on behalf of the PLB. All premiums for said insurance shall be paid by the PLB.
7. Fee.
 - (a) For its services as administrator of the PLB in accordance with the PLB Staffing Plan at Exhibit A, the URA shall be paid a fee not to exceed the amount of \$375,000.00 (THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS).
 - (b) Succeeding years. For its services as administrator of the PLB for succeeding years, the URA shall be paid a fee to be decided by the PLB Board of Directors in its November meeting. The URA shall be notified in writing of the Board's decision, and the URA's written consent to the fee shall be required. The parties shall negotiate the fee in good faith.


8. Actions in accordance with Pennsylvania and City Land Bank Laws. As Administrator of the PLB, the URA shall act in accordance with the Pennsylvania Land Bank Law and the Pittsburgh Land Bank Law. If, in the opinion of the URA, an action to be taken in accordance with either the Pittsburgh Land Bank Law or the Pennsylvania Land Bank Law conflicts with any part of the mission of the URA, the actions of the URA Board of Directors, or the Urban Redevelopment Law, the URA shall not be required to take such action. In such event, the URA shall provide immediate written notification of the conflict to the PLB Board of Directors.
9. Term and Termination.
 - (a) The initial term of this Second Amendment shall begin on the Effective Date, end on December 31, 2019 and shall then automatically renew for subsequent one-year terms unless otherwise terminated pursuant to subsection (b).
 - (b) Notwithstanding any provisions to the contrary contained herein, the MOA may be terminated by either the URA or the PLB, with or without cause, upon one hundred eighty days (180) days written notice to the other.
10. Severability. If a provision of the MOA is declared null and void, the remaining provisions of the MOA shall remain in full force and effect.
11. Governing Law. The MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws.
12. Construction and Amendment. The MOA constitutes the entire agreement between the Parties pertaining to the subject matter hereof. The MOA may not be changed, amended or terminated orally but only by an agreement in writing signed by the party against whom enforcement of any change, amendment or termination is sought. This Second Amendment has been negotiated jointly by and between the Parties. The principle of contract interpretation that ambiguous language is construed against the drafter shall not apply to the interpretation of this Second Amendment. In the event of any conflict between any provisions of the Memorandum and/or the First Amendment and/or this Second Amendment, the provisions of this Second Amendment shall control.
13. Effect of Amendment. As amended by this Second Amendment, the terms of the MOA shall remain in full force and effect and are ratified and confirmed by the PLB and the URA.
14. Notices. All notices herein required shall be delivered to the other party at the addresses first above set forth.
15. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, execute this Amendment, effective as of the date first written above.

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH:


Assistant Secretary

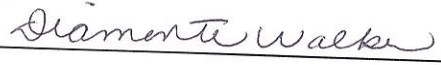
By: 
Robert Rubinstein
Executive Director

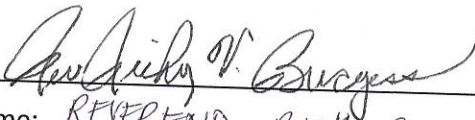
APPROVED AS TO LEGAL FORM:


Attorney, Urban Redevelopment Authority
of Pittsburgh

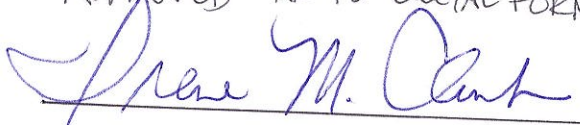
WITNESS/ATTEST:

PITTSBURGH LAND BANK:



By: 
Name: REVEREND RICKY BURGESS
Title: CHAIR

APPROVED AS TO LEGAL FORM:


ATTORNEY, PITTSBURGH LAND BANK