

53834



**DONATION AND PROFESSIONAL SERVICES AGREEMENT**

MADE 12/3/2021.

BETWEEN

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

**PITTSBURGH LAND BANK**, a Pennsylvania land bank created pursuant to the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101 *et. seq.* and located at 412 Boulevard of the allies, Suite 901, Pittsburgh, Pennsylvania 15219, hereinafter called "PLB",

AND

**GRB LAW**, a Pennsylvania Professional Corporation located at 437 Grant Street, 14<sup>th</sup> Floor, Pittsburgh, PA 15219, hereinafter called "GRB".

**WITNESSETH:**

**WHEREAS**, CITY is the owner of certain parcels of real property (the "Properties") that are designated to be transferred for community-based purposes to be used in the public interest; and

**WHEREAS**, CITY has not quieted title to the Properties due to the COVID-19 pandemic and staffing issues; and

**WHEREAS**, PLB has received funding that can be used for the purpose of quieting title on the Properties; and

**WHEREAS**, PLB wishes to use such funding to retain GRB to provide legal services and to donate designated GRB legal services to quiet title on the Properties on behalf of CITY in order to expedite transfers without further delay and to assist in carrying out CITY'S interests in the Pittsburgh Property Reserve;

**WHEREAS**, GRB is possessed of professional experience and expert skill and is qualified to perform the required services.

## AGREEMENT

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

1. **SCOPE OF WORK.** PLB hereby engages GRB as an independent contractor to provide legal services (the “Services”) as set forth in the Scope of Work, attached hereto and incorporated herein as **Exhibit A** (the “Scope of Work”), and GRB hereby agrees to perform said services upon the terms and conditions set forth in this Agreement and in the Scope of Work.

2. **DONATION.** PLB hereby agrees to donate to CITY, and CITY accepts the donation of, the Services set forth in the Scope of Work. The value of said Services shall be an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). For avoidance of doubt, CITY shall be the client of GRB for all legal services provided under this Agreement. All legal services provided by GRB to CITY shall be provided in accordance with CITY’S Outside Counsel Guidelines, attached hereto as **Exhibit B** and incorporated herein by reference.

3. **COMPENSATION.** As full compensation for the performance of the Services, PLB shall pay GRB, and GRB shall accept, a total amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) to be paid as set forth in this Agreement. For each uncontested quiet title action, PLB shall pay, and GRB shall accept, a flat fee of \$1,250.00, plus out-of-pocket expenses, as further described in the Scope of Work. If a quiet title action is contested, compensation shall be based on the hourly rates set forth in the Scope of Work.

4. **TERM OF AGREEMENT.** The term of this Agreement shall commence on the effective date of this Agreement and shall last for a term of six (6) months. Subject to applicable law and approval by CITY Council, the parties may renew this Agreement for an additional three (3) month term. To extend this Agreement, the parties must enter into a written amendment to this Agreement.

5. **PAYMENT.** Payment shall be made by PLB within forty-five (45) days of receipt of an invoice from GRB. GRB shall accept payment from PLB as full compensation for all services provided to CITY under this Agreement, and CITY shall have no liability for any fees or payments for any such services provided by GRB. On a monthly basis, GRB shall prepare and submit detailed invoices to CITY and redacted invoices to PLB. CITY shall review and approve such invoices, and upon approval, provide PLB with written confirmation that the applicable invoice is approved and can be paid. In the event that PLB requires additional information in order to pay an invoice, PLB shall request such additional information from CITY, and CITY shall, at its sole discretion, provide such information required by PLB. In the event that CITY or PLB dispute any charges on an invoice, the parties shall follow the dispute resolution procedures set forth in Section 19.

6. **PAYMENT OF TAXES AND SET-OFF.** GRB warrants that any and all taxes or municipal claims that may be payable to the City of Pittsburgh by GRB 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, GRB hereby grants CITY the right to set-off that indebtedness against any amounts owing to GRB under the terms of this contract. CITY reserves the right to apply set-off payments in whatever manner it deems appropriate.

7. **INTERRUPTION, POSTPONEMENT, ABANDONMENT.** In the event that the work herein contemplated, or any part thereof, shall be interrupted, postponed, or abandoned due to circumstances which CITY considers to be in its best interests, GRB shall not be entitled to any further payment for such work or portion thereof beyond and in excess of the amount due at that time; and final payment shall be based on the proportionate amount of the fee earned to such date.

8. **MONITORING AND EVALUATION.** All services provided under this Agreement shall be subject to monitoring and evaluation by CITY or its authorized representatives. GRB shall supply CITY with written reports on program activity, in a form approved by CITY, as CITY may, from time to time, require. CITY shall provide to PLB redacted versions of such reports, as requested by PLB. GRB shall provide CITY with such additional information and data as may be periodically required by federal or state authorities, or by CITY itself. Authorized representatives of CITY shall have access to the books and records maintained by GRB with respect to any services or materials provided to CITY pursuant to this Agreement at all reasonable times and for all reasonable purposes, including, but not limited to, inspecting and copying any books, records, memoranda, checks, correspondence or other relevant documents. All such books and records shall be preserved by GRB for a period of three (3) years after the termination of this Agreement. The CITY retains the right, either directly or through a designee, to conduct financial and performance audits of the billing and services provided by GRB during the term of this Agreement and through the end of the monitoring and evaluation period set forth in this Section.

9. **RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE**

a. Definition. The term "data", as used in this Agreement, includes information, data, materials, works, expressions, written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representations.

b. Rights in data. All data provided by CITY pursuant to this Agreement ("CITY Data") shall belong solely and exclusively to CITY, and CITY shall have the full right to use such data for any official purpose and in whatever manner is deemed desirable and appropriate, including making it available to the general public. CITY shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

c. Copyrights. No data provided by City in whole or in part under this Agreement shall be subject to copyright by GRB in the United States of America or in any other country. GRB hereby relinquishes, or shall cause to be relinquished, any and all copyrights and/or privileges to data provided by CITY under this Agreement without any additional payment to GRB therefor. GRB agrees at the request of the CITY to include a copyright notice

indicating the date of publication and identifying CITY as the copyright owner on any materials provided by CITY under this Agreement. GRB shall not include in the data any copyrighted matter unless GRB obtains the prior written approval of the City Solicitor and provides the said City Solicitor with written permission of the copyright owner for GRB to use such copyrighted matter in the manner provided herein.

10. **NO AGENCY RELATIONSHIP/INDEPENDENT CONTRACTOR.** No agency, partnership, joint venture, or fiduciary relationship among CITY, PLB, and GRB is involved or created with respect to this Agreement. In no event shall any agent or employee of CITY be deemed to be an agent or employee of PLB or GRB, nor shall any agent or employee of GRB or PLB be deemed to be an agent or employee of CITY. GRB shall perform the work required hereunder as an independent entity/contractor.

11. **CONFIDENTIALITY.** For purposes of this Agreement and the services performed hereunder, "CITY Information" means all information obtained by GRB or PLB during their performance of their obligations under this Agreement, including but not limited to:

1. CITY Data as defined in this Agreement.

2. "Personal Information," which includes without limitation, names, addresses, social security numbers, telephone numbers, financial profiles, credit card information, driver license numbers, health information, or any other information identifiable to a specific individual; and

3. Any health or medical information concerning CITY personnel; and

4. Any information clearly marked or otherwise designated by City as confidential or proprietary at the time of disclosure; and

5. Any other information, whether oral, machine-readable, or human-readable, relating to the City's management, operations, intentions, plans, goals, objectives, inventions, records, costs, or technical specifications/information.

a. GRB and PLB agree to hold all CITY Information they receive during the performance of services or obligations hereunder or developed or obtained in conjunction with any aspect of their performance under this Agreement in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such CITY Information, except to authorized CITY personnel or upon prior written approval of the City Solicitor, or to use such City Information for any purposes whatsoever other than the performance of this Agreement. GRB and PLB agree to require their employees, agents, and any permitted subcontractors to comply with the provisions of this Section.

b. GRB and PLB will respect the confidentiality of CITY Information, and except as required by Court order or applicable law, they will make no disclosure thereof to third parties, nor shall GRB or PLB use CITY Information for their own purposes, except upon written permission of CITY, which shall be at CITY'S absolute and sole discretion. Prior to the release of CITY Information pursuant to court order or applicable law, GRB or PLB, as applicable, will

notify the City Solicitor in writing. Such notice shall be provided to allow CITY reasonable time to seek injunctive or other relief prior to GRB'S release of such information.

c. If GRB or PLB loses or makes unauthorized disclosure of CITY Information, they shall notify CITY immediately, within one (1) business day of GRB'S or PLB'S knowledge of such loss or disclosure, and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

d. If GRB or PLB uses or threatens to use CITY Information inconsistent with the terms of this Section, CITY may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, at the sole election of CITY, the immediate termination of this Agreement without penalty.

e. Unless CITY, in its sole and absolute discretion, provides authorization in writing, GRB shall not allow any subcontractor permitted hereunder to have access to CITY Information, and any attempt to do so shall be a breach of this Agreement. GRB shall indemnify and hold City harmless from any breach of the terms of this Section by any such subcontractor(s).

f. Unless otherwise agreed to in writing by CITY at such time, at the termination or expiration of this Agreement, GRB and PLB must return all CITY Information to CITY at no cost and provide a signed certificate stating no CITY Data or other CITY Information has been retained by GRB or PLB in any format.

g. Notwithstanding the forgoing, certain information GRB will obtain and use to provide the Services is not confidential City Information, since such information is public information which shall be utilized by GRB to perform the Services, which Services include filing and pursuing legal actions on behalf of the City, which are also public records.

12. **COMPLIANCE WITH LAWS.**

a. GRB shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations that are or should be applicable to any work performed under this Agreement. As part of such compliance, GRB agrees to accept and comply in full with all provisions, terms and conditions set forth within the City of Pittsburgh Code, contracts, and CITY policies applicable to GRB. GRB shall be held to agree to these provisions for itself, its successors and assigns, and any subcontractors.

b. PLB shall fully obey and comply with all laws, ordinances, resolutions, and administrative regulations that are or should be applicable to the use of its funding to pay the fees under this Agreement. PLB certifies that use of its funding to pay the fees pursuant to this Agreement complies with all federal, state, or local laws or regulations governing use of such funding.

13. **ANTI-DISCRIMINATION.** GRB 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. GRB shall comply with the applicable provisions of

the Pittsburgh Code, Title Six - Conduct, Article V-Discrimination, and any amendments thereto. GRB 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. GRB shall incorporate in any subcontracts that may be permitted under the terms of this Agreement a requirement that said subcontractors also comply with the provisions of this Section.

14. **ASSIGNMENT, SUBCONTRACTING.** GRB shall not assign this Agreement or any right to monies to be paid hereunder without the written consent of CITY and PLB. None of the services covered by this Agreement shall be subcontracted without the prior written approval of CITY and PLB.

15. **ORDER OF PRECEDENCE FOR CONFLICTING DOCUMENTS.** Unless otherwise noted herein, in the event of a conflict between this Agreement and the various exhibits, the order of precedence shall be:

- i. This Agreement
- ii. Outside Counsel Guidelines
- iii. The Scope of Work

16. **INSURANCE.** GRB shall maintain insurance in the amount specified in this Section and shall keep CITY listed as an additional insured on such policies throughout the term of the Agreement. Attached hereto as part of **Exhibit C** and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of Pittsburgh as an additional insured (for general liability and auto), which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to CITY:

	Individual Occurrence	Aggregate
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Workers Compensation	Statutory limits	
Professional Liability	\$3,000,000	\$3,000,000

All premiums shall be at the expense of GRB. 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, GRB shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Department of Finance. Evidence of coverage must be sent to the CITY'S Director of Finance annually during the term of this Agreement and for three (3) years following termination or expiration hereof.

To the extent that GRB is hiring any subcontractors to perform work as permitted under this Agreement, GRB must require such subcontractors to obtain and keep in force during the

duration of this Agreement insurance equal to the type and amounts indicated above (unless covered under GRB'S policies).

17. **WORKER'S COMPENSATION.** GRB hereby certifies that it has accepted the provisions of the Worker's 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 the said Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry.

18. **FORCE MAJEURE.** In the event that any party is unable to perform any of its obligations under this Agreement due to accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, or acts of God (hereinafter referred to as a "Force Majeure Event"), the party whose performance has been affected shall immediately give notice to the other parties and shall do everything possible to resume performance. Upon receipt of notice of a Force Majeure Event, this Agreement and any affected Scope of Work, Exhibit, or amendment shall be modified or amended by the parties to reflect any mutually agreed upon changes to project schedules or due dates. If a delay in delivery of the Services due to a Force Majeure Event does not exceed thirty (30) calendar days, such delays in delivery shall automatically extend any delivery affected for the period equal to the duration of such event. If a delay in delivery of the Services due to a Force Majeure Event exceeds thirty (30) calendar days, CITY retains the right to terminate this Agreement upon written notice to GRB and PLB.

19. **DISPUTES.** GRB, PLB, and CITY will separately and jointly use diligent efforts to establish positive and ongoing communications both within and among their respective organizations. Essential personnel within GRB, PLB, and CITY will communicate regularly in order to review the status and priorities for the provision of services by GRB. In the event of any dispute arising among GRB, PLB, and CITY with respect to their rights and obligations under this Agreement, the party feeling itself aggrieved will notify the other parties of the substance of such grievance in writing. All parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- a. First level: Mandi L. Culhane, the Secretary of GRB, the Manager of PLB, and the CITY employee appointed by CITY as the primary contact for GRB for the Services; and
- b. Second level: Michael G. McCabe, the Vice President of GRB, the Executive Director of PLB, and the Director of Finance for CITY.

20. **DEBARMENT.** GRB warrants that it is not prohibited from entering into this Agreement with 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 D** and is incorporated into and made a part of this Agreement.

21. **STATEMENT OF AFFILIATIONS.** GRB herewith files a Statement of Affiliations with the CITY, attached hereto as **Exhibit E**, in compliance with Section 197.08(c) of the Pittsburgh Code.

22. **CONFLICT OF INTEREST.** GRB warrants that it has no present interest and shall not acquire an interest that would conflict with its responsibilities under this Agreement in such a way so as to violate the requirements of Chapter 197 of the City Code of the City of Pittsburgh.

23. **AUTHORIZATION TO DO BUSINESS.** GRB warrants it is lawfully organized and constituted under applicable federal, state, and local law and is in full compliance with all legal requirements of its domicile.

24. **TIME OF PERFORMANCE.** GRB shall commence performance upon execution of this contract. Time is of the essence for all deadlines established herein.

25. **GOVERNING LAW.** This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Pennsylvania. In the event of a dispute arising under this Agreement, the Parties hereby submit to exclusive jurisdiction in the federal or state courts located in Allegheny County, Pennsylvania, and agree that venue is proper and convenient in such forum.

26. **INDEMNITY.** GRB hereby agrees to indemnify, save and hold harmless, and defend CITY and PLB, their officers, agents and employees from and against all liens, charges, claims, demands, losses, costs, judgments, liabilities, and damages of every kind and nature whatsoever, including court costs and attorney's fees arising by reason of: the performance by GRB of any services under this Agreement; any act, error or omission of GRB or of an agent, employee, licensee, contractor or subcontractor of GRB; and any breach by GRB of any of the terms, conditions, or provisions of this Agreement. Notwithstanding the foregoing, CITY and PLB are each entitled to be represented in any such action, suit, or proceeding at their own expense and by counsel of their choice.

PLB hereby agrees to indemnify CITY for any costs or expenses incurred by CITY related to or arising out of PLB's improper use of its funding under this Agreement.

27. **AMENDMENT.** This Agreement, including its Exhibits, 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 written amendment, duly executed by the parties.

28. **TERMINATION.**

a. CITY may terminate this Agreement, including its Exhibits, at any time, without cause or liability, by giving GRB and PLB thirty (30) days' advance written notice of its intention to terminate. Upon any such termination, GRB shall (i) promptly deliver to CITY all deliverables under this Agreement for which CITY has paid and all CITY materials in GRB'S



possession; (ii) provide reasonable cooperation and assistance to CITY upon CITY'S request in transitioning the Services to a different service provider; and (iii) return to CITY any tangible materials containing confidential information of CITY and permanently delete any CITY confidential information from its systems. In no event shall CITY be responsible for any GRB personnel termination costs arising from the termination of this Agreement.

b. GRB will have no recourse or remedy from any termination of this Agreement except to receive monies due for the Services performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge, or entitlement it may have, or will have, against CITY and its officials or employees. Any payment to GRB is conditioned upon delivery of all paper and electronic copies of documents or other deliverables related to the Services, whether finished or not, to the Department of Finance within ten (10) business days of termination.

c. If GRB fails to comply with any term, condition, or obligation of this Agreement, then GRB will be in default. CITY may provide written notice to GRB as to a finding of default, and GRB will take all necessary actions to cure said default within fifteen (15) days or as designated in the notice of default. If the default has not been corrected to the satisfaction of CITY in that time, GRB has committed a material breach, and CITY may immediately terminate this Agreement.

d. GRB understands and agrees that any termination of this Agreement will not release GRB from any obligation accruing prior to the effective date of termination.

29. **HOME RULE CHARTER: LIABILITY OF CITY.** GRB agrees that no terms herein, or hereinafter included via a separate document, purchase order or other additional agreement, may lead to contingent liability for the CITY, including but not limited to, late fees, penalties and / or interest for overdue payments. In no event shall CITY be liable to GRB for special, indirect, incidental, reliance, lost profits or other business interest damages. This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter, and the liability of CITY hereunder is limited to the sum of Zero Dollars (\$0).

30. **AUTHORIZING RESOLUTION.** This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 724 of 2021, effective November 1, 2021.

31. **NOTICES.** Whenever any party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, and addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it will have been changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving of notice:

**For CITY of Pittsburgh:**  
City of Pittsburgh  
Department of Finance  
ATTN: Director  
414 Grant Street

Pittsburgh PA 15219

**For GRB:**

Michael G. McCabe, Esquire  
GRB Law  
Frick Building  
437 Grant Street  
14<sup>th</sup> Floor  
Pittsburgh, PA 15219

**For PLB:**

Pittsburgh Land Bank  
Attn: Land Bank Manager  
412 Boulevard of the Allies, Ste. 901  
Pittsburgh, PA 15219

32. **CONSTRUCTION.** This Agreement shall be construed as if GRB, PLB, and CITY prepared its language jointly, and no ambiguity or uncertainty that may be found herein shall be construed against GRB, PLB, or CITY based on the contention that GRB, PLB, or CITY drafted or proposed the language in question.

33. **SURVIVAL.** At the time that the obligations of each of the parties have otherwise concluded, it is understood and agreed that the provisions of this Agreement that relate to ownership of data, confidential and proprietary information, compliance with laws, indemnification, and insurance will continue in full force and effect.

34. **SEVERABILITY.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement, and all other provisions will remain in full force and effect.

35. **THIRD PARTY BENEFICIARIES.** CITY, PLB, and GRB agree that there are no third-party beneficiaries under this Agreement.

36. **NO WAIVER OF BREACH.** The failure of any party to enforce any provision of this Agreement shall not be deemed a waiver of that provision or a modification of this Agreement.

37. **SUCCESSION.** This Agreement will be binding on the legal successors or representatives of GRB, PLB, and CITY.

*[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]*

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

**CITY OF PITTSBURGH**

DocuSigned by:  
By: *[Signature]*  
AA1F670B64C14EA...  
Mayor

DocuSigned by:  
By: *Douglas Anderson*  
92DBC2FE648540D...  
Director of the Department of Finance

**GRB LAW**

DocuSigned by:  
By: *Michael G. McCabe*  
8FCCD4FF8F584AA...  
Name: Michael G. McCabe  
Title: vice President

**PITTSBURGH LAND BANK**

DocuSigned by:  
By: *Diamonte Walker*  
6521641E3DD613B...  
Name: Diamonte walker  
Title: Deputy Executive Director

**APPROVED AS TO LEGAL FORM**

DocuSigned by:  
*Nathan Clark*  
81558459E53A4DD...  
Attorney, Pittsburgh Land Bank

DocuSigned by:  
**EXAMINED BY:** *Kristen Erickson*  
56456D1DD281424...  
Assistant City Solicitor

DocuSigned by:  
**APPROVED AS TO FORM:** *Yvonne Hilton*  
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City Solicitor

DocuSigned by:  
**COUNTERSIGNED:** *Ryan M. Herbinko*  
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City Controller

## **EXHIBIT A: SCOPE OF WORK**

With respect to those Properties defined in this Agreement, and any other such City owned properties that may be requested, a Quiet Title Action in the form of a Petition for Rule to Show Cause will be filed by GRB, naming any necessary interested parties as respondents. An attempt will be made by GRB to locate the whereabouts of each interested party. Service of the Petition and Rule will be made in accordance with the Rules of Civil Procedure. Consistent with the City's current practice, the Petition would likely need to be advertised in every case. Following the Rule return date, as long as the Petition is uncontested, a final Order would be entered quieting title to the property. GRB shall perform the services set forth in this Scope of Work for such Properties as are agreed to by the parties within five (5) days of execution of this Agreement. Other properties may be added to this Scope of Work, at the discretion of the City. Such other properties shall be added pursuant to a written amendment to this Scope of Work signed by the Director of Finance of the City.

With respect to those properties that the City acquired through the Second Class City Treasurer's Sale and Collection Act, 53 P.S. § 27101, *et seq.* (the "Act"), or through any other means, and still needs to quiet title, GRB will utilize the Title Search/Title commitment ("Title Report") which the City has already obtained or ordered. If the City does not yet have a Title Report, or a bringdown is required, GRB will work with the City to identify a provider and obtain the same

### **Project Budget:**

GRB will be paid a flat fee of \$1,250.00 for each uncontested Quiet Title Action, plus out-of-pocket expenses. Out-of-pocket expenses include the Title Report, if necessary, court filing fees, and service costs, including postage, advertising, and Sheriff's costs if applicable.

The City shall be responsible for paying for the Title Reports and associated bringdowns, court costs, advertising costs and other service fees, and any other out of pocket expenses for each case. If GRB advances any such costs, fees and expenses, GRB will submit those amounts via monthly invoice for reimbursement. Depending on the volume of cases, GRB reserves the right request advance payment for certain out-of-pocket expenses.

A flat fee of \$625.00 (50% of the total fee) will be due when the order for the Quiet Title Action is placed with GRB. The remaining \$625.00 will be due once a final Order is entered by the Allegheny County Court of Common Pleas.

If the City requests GRB to complete a Quiet Title Action that has already commenced, the hourly rates set forth below will be charged, but the maximum rate for completing an uncontested action will be \$1,250.

For any other matters, including contested flat fee matters and legal services related to completing the transfer of the remaining properties on the Property Reserve Status Report, the following hourly rates will be charged:

A.	Partner Rate	\$250.00/hour
B.	Associates	\$200.00/hour
C.	Paralegals/Law Clerks	\$175.00/hour

These hourly rates shall be separate and apart from the above-referenced flat fees.

Whenever possible, GBR will utilize the skill and expertise of GRB's Paralegals and Associates in order to maximize the efficiency and the cost of the services GRB is providing. Bills will be issued on a monthly basis, payable within 45 days.

## **EXHIBIT B**

### **CITY OF PITTSBURGH OUTSIDE COUNSEL GUIDELINES**

The following guidelines shall apply to engagement of outside counsel (“COUNSEL”) by the City of Pittsburgh (the “CITY”). These guidelines shall be incorporated into the Professional Services Agreement by and between COUNSEL and the CITY (the “Agreement”) setting out the legal services to be provided (the “Services”) and the terms and conditions governing the Services.

1. COUNSEL shall identify the personnel who will provide Services to the CITY. The CITY reserves the right to request removal or substitution of any personnel assigned by COUNSEL. COUNSEL must respond to the CITY within five (5) business days of receipt of such request with either the removal and replacement of such personnel or an alternative satisfactory to the CITY. Any removal and replacement will not result in an increase in costs or fees under the Agreement, except to the extent that CITY requests substitution of personnel with higher billing rates.

2. COUNSEL agrees not to divulge or release any information developed or obtained in conjunction with any aspect of its performance of the Agreement, except to authorized CITY personnel or in response to any federal, state, or local government directive or judicial order, provided that prior to responding to any such director or judicial order, if permitted by law, COUNSEL shall provide notice to the CITY with sufficient time to allow the CITY to intervene.

3. COUNSEL will keep CITY updated fully, regularly and in a timely manner about the Services, including but not limited to any developments, received correspondence, pleadings, all dates and deadlines, hearings, discovery matters, trial matters, negotiations, mediations, meetings, as well as consultations on strategy and tactics. COUNSEL will respond promptly to any CITY requests. When sending documents for comments, COUNSEL will send such documents in an editable format, preferably Microsoft Word. When documents are sent to opposing counsel or filed electronically, COUNSEL will ensure that documents are stripped of hidden metadata (*e.g.*, internal comments, previous editors of the document, etc.) before transmission.

4. COUNSEL will not retain any consultants, expert witnesses or local counsel without prior written approval from the CITY. The CITY reserves the right to select service providers and/or make arrangements directly. In the event that the CITY has a preferred provider for support services, COUNSEL must use these suppliers unless otherwise directed.

5. COUNSEL will immediately provide any pleadings received from third parties, including any immediate response dates to CITY. COUNSEL shall not respond or file without affirmative authorization from CITY. All responses or filings made by COUNSEL shall be immediately forwarded to CITY. COUNSEL may be required to prepare and file answers, requests for discovery, other pleadings, or non-litigation documents. COUNSEL may likewise be required to finalize and file answers, requests for discovery, other pleadings, or non-litigation documents

prepared by CITY.

6. COUNSEL may not advance any discovery matter without authorization of CITY. COUNSEL must immediately forward any document requests, interrogatories and other demands for discovery by opposing parties to CITY, upon receipt. When forwarding any such documents, COUNSEL will indicate any objections it has to the discovery as well as the response date. COUNSEL shall indicate all dates of deposition requests to CITY and COUNSEL is expected to only field one attorney at such depositions unless otherwise approved by CITY. COUNSEL shall not waive the right of CITY personnel to review and sign their depositions without CITY's consent. CITY reserves the right to request protective orders as needed to protect confidential information.

7. COUNSEL shall make no decision to try, settle, or appeal a case without the written authorization of the CITY. Under no circumstances may COUNSEL agree to settle a case on CITY's behalf or release any substantial right, or otherwise commit the City on any major issue without prior written approval of the CITY.

8. COUNSEL shall include CITY's designated legal representative, on all written correspondence to CITY personnel as well as any in-person or telephonic conversations with CITY personnel. No CITY personnel shall be consulted by COUNSEL without approval of CITY's designated legal representative.

9. COUNSEL shall make no statements to media regarding any Project without prior approval of the CITY.

10. The CITY's review, approval or acceptance of, or payment for, any of the Services or deliverables arising therefrom, required under the Agreement shall not constitute any representation, warranty or guaranty by the CITY as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the CITY's rights or privileges under the Agreement or of any cause of action arising out of the performance of the Agreement. COUNSEL shall not have any right to rely in any way on the City's review, approval or acceptance of COUNSEL's Services or any deliverables produced therefrom. Review, approval or acceptance by the CITY under this AGREEMENT shall not constitute approval otherwise required by any City of Pittsburgh department, board, commission, or other regulatory agency in the exercise of such department's, board's, commission's or agency's independent regulatory authority or police powers under applicable law.

**EXHIBIT C: INSURANCE CERTIFICATES**







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**EXHIBIT D**

**CERTIFICATION OF DEBARMENT**

I, Michael G. McCabe, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither GRB Law nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code §161.22(b).

DocuSigned by:

*Michael G. McCabe*

8FCGD4FF8F584AA...

Signature

Vice President

Title

11/17/2021

Date

**EXHIBIT E**  
**Statement of Affiliations**

1. Name of Contractor: GRB

Law \_\_\_\_\_

( 412 ) \_\_\_\_\_ 334-7459

Frick Building

437 Grant Street

14<sup>th</sup> Floor

Pittsburgh, PA 15219

Office address and phone number

2. List your qualifications and experience for performance of the contract.

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GRB represents a significant and diverse group of boroughs, townships, school districts, land banks, and authorities in the collection of delinquent claims and taxes pursuant to the Pennsylvania Municipal Claims and Tax Liens Law, as well as other real estate matters. GRB has served as Special Legal Counsel to Allegheny County since 1993. In 2009, Allegheny County and the City and School District of Pittsburgh entered into an Intergovernmental Cooperation Agreement for the combined collection of delinquent real estate taxes, pursuant to which we have filed thousands of writs of *scire facias* on behalf of all three taxing bodies.

In addition to exerting pressure on owners of blighted properties to pay their taxes, Sheriff's Sales are an important tool for returning abandoned and tax delinquent properties to the active tax rolls. Our municipal attorneys are known experts in the area of blight. We regularly present at seminars on blight eradication tools, including those authorized by Act 90 and the Pennsylvania Land Bank Act.

We work closely with our land bank clients to acquire tax delinquent properties at GRB Sheriff's Sales, as well as via donation and other acquisitions. We were the first law firm in Pennsylvania to conduct a priority bid Sheriff's Sale when 15 properties were purchased by the Philadelphia Land Bank at our May 24, 2016 Sheriff's Sale pursuant to the Pennsylvania Land Bank Act.

We also provide a broad array of general real estate services to our municipal clients, including quiet title actions, and negotiating and drafting real estate transaction documents. With respect to quiet title actions, whenever the Tri-COG Land Bank acquires a property at Sheriff's Sale, we file a Quiet Title action on behalf of the Land Bank. We are therefore very familiar with the process, from obtaining the title commitment, drafting and filing the Petition, serving all necessary parties, and pursuing the Petition to a Final Order.

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 of business relationship.

Since 2009, GRB has acted as Special Legal Counsel to the City of Pittsburgh pursuant to an Intergovernmental Cooperation Agreement among the City, School District of Pittsburgh, and

Allegheny County. As Special Legal Counsel, we pursue the enforced collection of the taxing bodies' delinquent real estate tax claims. GRB is paid on a contingent fee basis out of the taxes we collect.

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4. Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.

See below.

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Additional pages may be attached to complete the information herein requested.

Voting Shareholders of GRB Law

GRB Law  
Frick Building  
437 Grant Street  
14<sup>th</sup> Floor  
Pittsburgh, PA 15219

Lea E. Anderson  
Jaime N. Doherty  
Daniel F. Gramc  
Brian T. Lindauer  
Michael G. McCabe  
Michael K. Parrish  
Robert J. Winters

Non-Voting Shareholder of GRB Law

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Jessica L. Crown

Mandi L. Culhane  
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Wendy Denton Heleen  
Jeffrey R. Hunt  
Emily J. Mueller  
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GRB Law  
1425 Spruce Street, Suite 100  
Philadelphia, PA 19102

George V. Baker, Jr.