

COOPERATION AGREEMENT FOR SERVICES AND FACILITIES

THIS AGREEMENT FOR the provision of administrative services and facilities (“Agreement”), made this 22nd day of March, 2021 and effective as of the 22nd day of March, 2021 (the “Effective Date”), by and between the URBAN REDEVELOPMENT URA OF PITTSBURGH, a redevelopment URA organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701 *et seq.* and located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (the “URA”), and 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 (the “PLB”). Each of the foregoing may be referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

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

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

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

WHEREAS, the provisions of the Land Bank Ordinance also authorized the PLB to contract with the URA for administrative services see Land Bank Ordinance § 174A.07; and

WHEREAS, the PLB desires to engage the URA to provide and perform the “Services and Facilities”, as defined in Section 2 below; and

WHEREAS, the URA and the PLB seek to set forth the terms and conditions upon which the PLB will engage the URA to provide the “Services and Facilities” (as defined in Section 3 below); and

NOW, THEREFORE, for and in consideration of the mutual promises as stated herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Incorporation.
 - a. Recitals. The foregoing recitals are incorporated herein by this reference.

b. Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A - PLB Staffing Plan for 2021 (the “Staffing Plan”); and
- ii. Exhibit B - Description of PLB Executive Director’s roles and responsibilities; and
- iii. Exhibit C - PLB Landcare Reimbursement Cooperation Agreement (the “Landcare Agreement”); and
- iv. Exhibit D - PLB eProperty Plus Reimbursement Cooperation Agreement (the “eProperty Agreement”); and
- v. Exhibit E – Administration Fee Agreement.

2. Prior Agreement Terminated. URA and the PLB entered into a Memorandum of Agreement, effective February 12, 2016, amended effective March 9, 2018 and July 2, 2018, for the URA’s provision of certain services to the PLB (the “Memorandum”). The Memorandum is terminated as of the Effective Date.

3. Scope of Services and Facilities.

a. Scope.

- i. The PLB hereby engages the URA as an independent contractor to provide and perform the following in order that the PLB may carry out the tasks authorized for it by the Act and the Land Bank Ordinance (collectively the “Services and Facilities”): all administrative and secretarial services; certain legal services when deemed appropriate by the URA in its discretion; professional service contracting; Human Resources support; office space, equipment, and supplies; financial and accounting services; and staff as requested by the PLB pursuant to the Staffing Plan.
- ii. The URA’s obligations to provide the Services and Facilities shall commence upon the last to occur of: (i) the Effective Date; or (ii) the start date of the first full-time PLB staff member to be hired following the Effective Date.
- iii. The Staffing Plan attached hereto as Exhibit A shall be effective as of the last to occur of: (i) the Effective Date; or (ii) the start date of the first full-time PLB staff member to be hired following the Effective Date.

- iv. The PLB and/or the URA shall, from time to time, update the Staffing Plan and provide notice of such updates to the URA's Human Resources Department and the URA's Finance Department via electronic mail and letter; provided, however, that the Staffing Plan shall not provide for less than one full time equivalent PLB staff member at any time.
- v. The Services and Facilities shall include URA assistance in contracting for appropriate insurance for the PLB, including property, liability, and Directors and Officers insurance policies, but such policies shall be in the name of the PLB and paid for directly from PLB accounts.

b. PLB Executive Director.

- i. The Deputy Executive Director of the URA shall serve as the PLB Executive Director pursuant to the terms of this Agreement.
- ii. A description of the PLB Executive Director's roles and responsibilities, and the responsibilities of the PLB Board is attached hereto as Exhibit B.
- iii. The PLB's Directors and Officers insurance policies shall include coverage for the PLB Executive Director.
- iv. A PLB Executive Director Fee is included as part of the Staffing Plan and shall be paid to the URA as set forth in Section 4.a below (the "PLB Director Fee").
- v. The term of service of the PLB Executive Director shall begin on the Effective Date and be coterminous with the Term of this Agreement.
- vi. Notwithstanding any provisions to the contrary that may be contained in the Agreement, either the PLB Executive Director or the PLB may terminate the PLB Executive Director's position for any reason, or no reason, upon thirty (30) days' notice to the other party.

c. Landcare. The Parties have entered into the Landcare Agreement providing for the inclusion of PLB owned properties within the URA's Landcare program. The Landcare Agreement is attached hereto as Exhibit C. The terms of the Landcare Agreement, as the same may be amended from time to time, shall control and govern any responsibilities that the URA may have to provide services to PLB related to the care and/or maintenance of PLB owned properties, and PLB's obligations to remit payments to the URA for such services.

d. eProperty Innovations. The Parties have entered into the eProperty Agreement providing for the inclusion of PLB as a license holder under the URA's contract with eProperty Innovations, LLC for online property portfolio management services. The eProperty Agreement is attached hereto as Exhibit D. The terms of the eProperty Agreement, as the same may be amended from time to time, shall control and govern any responsibilities that the URA may have to provide services to PLB related to online property portfolio management, and PLB's obligations to remit payments to the URA for such services.

e. Financial Account Management. For clarity, by this Agreement the PLB Board and the PLB's Treasurer hereby authorize the URA: with the care and custody of all funds of the PLB and the PLB Board; to implement bookkeeping practices for the management of PLB funds including the purchase of bookkeeping software and/or licenses; to adopt alternate signature processes for all PLB orders and checks for the payment of money including electronic signatures and safe check; and to provide for the payment and receipt of funds via electronic transfer and ACH.

f. Changes to Scope. The URA has agreed to provide and perform the Services and Facilities upon the terms and conditions set forth herein. PLB or the URA may, from time to time, request and agree to changes in the scope of the Services and Facilities to be performed or provided, as the need may arise. Any such changes shall only be effective if made in writing and approved by the Board of Directors of the URA (the "URA Board") and the Board of Directors of the PLB (the "PLB Board").

4. Term of Agreement.

a. This initial term of this Agreement shall begin on the Effective Date and end on December 31, 2026. This Agreement shall then automatically renew for subsequent one-year terms unless otherwise terminated pursuant to this Section 3, or Section 4 hereof.

b. Notwithstanding any provisions to the contrary contained herein, this Agreement may be terminated by either party, with or without cause, upon ninety (90) days written notice to the other.

5. Compensation. As compensation for the performance of Services and Facilities under this Agreement, PLB shall pay the and the URA shall accept:

a. PLB Personnel Fee. Not later than the last day of each quarter of each year during the term of this Agreement, an amount equivalent to one-fourth (1/4th) of the full take home salary plus an amount equal to such salary multiplied by 0.34 (for overhead and benefits) for each PLB staff member as set forth in the then current Staffing Plan. By way of example, and for explanatory purposes only, if the Staffing Plan provides for one PLB staff member with a salary of \$60,000.00 for calendar year 2021, the PLB shall provide the URA, by January 31, 2021, with a PLB Personnel Fee payment of \$20,100.00 (\$60,000 in

direct salary support plus an addition \$20,400 for benefits and overhead divided by four); and

b. Administration Fee. Not later than the last day of each quarter of each year during the term of this Agreement, URA will submit an invoice to PLB for additional staff time spent at rates set forth in Exhibit E. Payment will be due no later than 60 days of the date of the invoice; and

c. Additional Fees. All amounts due and payable pursuant to the Landcare Agreement and the eProperty Agreement.

In the event that the PLB is does not pay the Administration Fee, the Personnel Fee, The Landcare Fee, or the eProperty Fee by January 31st of any year, the URA shall provide notice of such failure to PLB in writing and request payment by a date certain (the "Notice"). Failure of PLB to comply with the terms of the Notice shall entitle the URA to terminate this Agreement with no further notice to the PLB. The Administration Fee, the Personnel Fee, the Landcare Fee, and the eProperty Fee during the first calendar year of this contract shall be pro-rated as of the Effective Date.

6. Termination. In the event of termination of this Agreement, PLB shall remain liable to the URA for all sums due through the date of termination in accordance with paragraph 4 above.

7. Indemnity by PLB. PLB shall indemnify, save, and hold harmless the URA against any and all losses, liabilities, expenses, claims, demands, and/or actions arising from, and/or related to, any error, omission, or negligent act of PLB and/or its subcontractors, employees, and/or agents pursuant to this Agreement (collectively, "Covered Losses"), and shall defend any and all such Covered Losses with counsel of the URA's choice. PLB and all subcontractors shall protect the URA by naming the URA as additional insureds on its standard liability insurance policies. PLB and all subcontractors shall furnish to the URA a certificate of insurance verifying the insurance coverage.

8. Indemnity by URA. To the extent permitted by law, the URA shall indemnify and hold harmless the PLB against and from any and all claims, demands, actions, causes of actions, suits and all liabilities caused by or arising out of the breach of any obligation by the URA contained in this Agreement; provided, however, that said indemnification shall be limited to liability for those acts which may impose liability on a state agency pursuant to provisions set forth in 42 Pa.C.S.A. §8521, and the amount recoverable from the URA pursuant to the within indemnification shall not exceed the limitations on damages set forth in 42 Pa.C.S.A. §8528 plus delay damages.

9. Independent Contractor. This Agreement does not and shall not be construed to create an employer/employee relationship, joint venture or partnership between the URA and PLB. Absent appropriate authorization from the URA Board or the PLB Board as the case may be, neither PLB nor the URA shall have any authority to act for or to bind the other Party in any way or to warrant or to execute agreements on behalf

of the other or to represent that the other is in any way responsible for the acts, debts, or liabilities of the other Party.

10. Assignment. Neither the URA nor PLB shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

11. Amendment and Integration. This Agreement is the entire agreement between the Parties with respect to this matter. It supersedes all prior oral and written promises, agreements, representations, and conditions not contained in this Agreement. No waiver of any provision of this Agreement shall be effective unless made in writing by the Party charged with making the waiver. This Agreement may not be changed or amended except by written amendment or written letter agreement, duly executed by the Parties.

12. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and by electronic mail with read receipt enabled and shall be deemed to have been duly given on the earlier of, for electronic mail: the date on which the email is accessed by recipient as evidenced by a read receipt; or, for writings: (i) the date received, or (ii) two business days after the date such notice is mailed by United States Registered or Certified Mail, Return Receipt Requested, to the Party at the following addresses:

To the URA: The Urban Redevelopment Authority of Pittsburgh
412 Boulevard of the Allies, Suite 901
Pittsburgh, PA 15219
Attention: Human Resources Department
 Finance Department

Email: propertyquestions@ura.org

To PLB: Pittsburgh Land Bank
412 Boulevard of the Allies, Suite 901
Pittsburgh, PA 15219
Attention: Chairperson

Email: Reverend.Burgess@pittsburghpa.gov

13. Choice of Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of law. The Parties hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania, and/or the United States District Court for the Western District of Pennsylvania, in any and all actions or proceedings arising hereunder or pursuant hereto.

14. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute

a single agreement and shall be binding upon delivery to all Parties. Electronically submitted signatures shall be deemed originals.

15. Authorizing Actions. This Agreement is entered into the URA pursuant to Resolution No. 62 of 2021, duly adopted by the URA Board on March 11, 2021, and by the PLB pursuant to PLB Board action taken on November 13, 2020.

IN WITNESS WHEREOF, the URA has caused this Agreement to be executed by its Executive Director and attested to by its Assistant Secretary, and PLB has caused this Agreement to be executed by the Chairperson of its Board of Directors and attested to by one of its governing Board Members, and has caused this Agreement to be executed on the day, month and year first above written.

ATTEST:

URBAN REDEVELOPMENT
URA OF PITTSBURGH

DocuSigned by:
Theresa Schacht
742E4DACDC674B0...
Assistant Secretary

DocuSigned by:
Greg Flisram
148A1A2CD22C4CB...
By: Executive Director

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Nathan Clark
81358459E33A4DD...
Attorney, Urban Redevelopment
URA of Pittsburgh

Witness:

PITTSBURGH LAND BANK

DocuSigned by:
R. Daniel Lavelle
6825315417E44AB...
Board Member

DocuSigned by:
Reverend Ricky Burgess
52A64BE239F64E7...
By: Chairperson

Exhibit A – Staffing Plan

Goals:

1. Integrate PLB as an affiliate entity of URA:
 - a. Provide permanent/full-time staffing dedicated to the PLB.
 - b. Provide Executive-level accountability to PLB Board.
 - c. Add capacity and expertise.
 - d. Improve financial account management.
 - e. Allow for flexibility and future growth as needed.
2. Directly address legal and regulatory constraints that have historically limited the PLB's powers.
3. Develop the additional policies and procedures necessary to make the PLB operational and transactional.
4. Immediate scale-up to make PLB transactional.

Operational Area Needs:

<p>A. Overall Organizational Management</p> <ol style="list-style-type: none"> a. Day-to-Day Administration b. Board & Committee Management c. Contract Management 	<p>B. Communications & Marketing</p> <ol style="list-style-type: none"> a. Community Engagement b. Education c. Public Relations d. Website & Social Media
<p>C. Inventory Management</p> <ol style="list-style-type: none"> a. Property Identification / Vetting b. Transactions c. Title Quieting d. Portfolio Maintenance e. Inventory tracking 	<p>D. Ongoing Start-Up Support</p> <ol style="list-style-type: none"> a. Relationship Development b. Policy & Advocacy c. Fundraising

Proposed 2021 Staffing Implementation:

Position	Time Spent	Cost	Pay Source
PLB Executive Director	as needed	\$4,250 flat rate per quarter	Heinz Grant
PLB Manager	1.0 FTE	\$25,125 per quarter*	Heinz Grant
URA Support Staff	as needed	See Exhibit E	Heinz Grant

*Annual Salary + Salary multiplied by 0.34 for overhead and benefits
 \$75,000 + \$25,500 = \$100,500 annually

Exhibit B – PLB Executive Director Roles and Responsibilities

Role of PLB Executive Director:

- Serve as URA’s executive level accountability to PLB Board.
- Provide leadership to advance mission and initiatives as directed by PLB Board.
- Oversee administration and operations of the PLB.
- Promote a culture of high performance and continuous improvement.

Responsibilities of PLB Executive Director:

- Supervise attainment, measurement and communication of annual goals and objectives.
- Collaborate productively with URA, URA affiliates, Mayor’s Office, and City agencies to advance City-wide economic development objectives.
- Attend regularly occurring strategy/check in meetings with URA and City staff.
- Work with PLB Board Chair to set Board Agenda and Committee Agendas.
- Meet with stakeholders, funders, community groups as needed to help support understanding and role of the PLB.
- Establish and grow partnerships between the PLB and the real estate development and nonprofit communities in Pittsburgh.
- Review and communicate reports and presentations.
- Represent the PLB at key events as directed by the Board Chair.

Responsibilities of PLB Board:

- Provide feedback and evaluations (as requested by the Executive Director) and set PLB goals and objectives.
- Work with the City to co-lead fundraising efforts for long-term financial sustainability.

Exhibit C – LandCare Agreement

PLB LANDCARE
REIMBURSEMENT COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (the "Agreement"), effective as of the 4th day of June, 2019, (the "Effective Date") is made by and between 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"). and the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701 et seq. (the "URA"). The URA and the PLB may hereinafter be collectively referred to as the "Parties".

RECITALS:

WHEREAS, the URA and PLB have been in a Memorandum of Agreement since February 12, 2016 for administrative and professional services which provides for the PLB to share services of the URA;

WHEREAS, the URA LandCare Program, designed throughout 2015 and 2016, creates a localized land maintenance system that allows small business and nonprofits to participate in vacant lot maintenance for the URA;

WHEREAS, the PLB, is in its pilot year of activities and will soon begin acquiring a portfolio of properties which it is required to maintain and needs to procure maintenance providers to perform said services;

WHEREAS, PLB wishes to participate in the URA's LandCare Program and reimburse the URA for maintenance services performed on certain PLB-owned properties (the "PLB Parcels" as such term is defined in Section 3 below); and

WHEREAS, the Board of Directors of the PLB authorized execution of this Agreement by board action taken at its regular meeting on April 12th, 2019;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

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

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

3. SERVICES.

a. Attached hereto as Exhibit "A" is a list of PLB-owned properties to be covered by the Agreement (the "PLB Parcels") as of the Effective Date. The Parties agree that the list of PLB Parcels may be revised from time to time. Such revisions shall not require an amendment to this Agreement, and may be requested by the PLB by email, transmitted from the PLB to URA's Director of Real Estate (a "Change Request"). A Change Request shall not be effective, and shall not obligate the URA, until and unless such change order is acknowledged and approved by the URA 's Director of Real Estate via email to the PLB.

b. Maintenance of the PLB Properties will include but is not limited to: removal and disposal of debris, cutting of grass and general overgrowth, snow removal and de-icing of sidewalks and drives, response to emergency situations, and clean-out of non-hazardous materials from lots, all on an as-needed basis (the "Services"). It is contemplated that the Services will be provided by small businesses and nonprofits engaged by the URA under the LandCare Program ("Contractors"). Contractors shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services including utility and transportation services to perform and complete all work required for the Project, all in strict accordance with the Request for Proposals, dated June 28, 2018, attached hereto as Exhibit "A." If any provision of the Request for Proposals is inconsistent with this Agreement, the provisions of this Agreement shall control.

4. ENGAGEMENT. PLB hereby engages the URA to render the Services for the PLB Properties and the URA hereby accepts such engagement and agrees to devote its best efforts and skill to the performance of such Services.

5. COMPENSATION AND METHOD OF PAYMENT. In consideration of the Services to be performed by the URA, PLB agrees to pay the URA for the Services at TWENTY-SIX CENTS (\$0.26) per square foot of each of the PLB Parcels of land and actual costs incurred for each of the PLB Parcels with structures, up to a total amount not to exceed TWENTY-THOUSAND DOLLARS and ZERO CENTS (\$20,000.00), including ONE-THOUSAND DOLLARS and ZERO CENTS (\$1,000.00) in reasonable and necessary fees and costs incurred in connection with the Services. Payment shall be made within 30 days of receipt by PLB of a monthly invoice from the URA, which invoice shall include an itemization of (a) persons performing the Services, (b) the nature of the Services performed and (c) reimbursable fees and costs. All invoices shall be submitted to PLB's address set forth in the caption of this Agreement.

6. TERM. This Agreement shall commence on May 1, 2019, and will continue until November 30, 2019, unless sooner terminated by either Party providing thirty (30) days' advance notice of such termination.

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

8. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assigned without the prior written approval of both parties.

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

10. CONFLICT OF INTEREST. The URA agrees that no employee of PLB who exercises or has exercised any function or responsibilities with respect to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to the activities to be performed hereunder, may obtain a personal or financial interest or benefit from the activity or have an interest in this Agreement, any subcontract or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The URA shall not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of monetary value to PLB employees.

11. NOTICES. Any notice required or permitted to be given under this Agreement shall be deemed to have been duly given when addressed and mailed by United States Certified Mail, Return Receipt Requested, to the URA and PLB at the addresses set forth in the caption of this Agreement.

12. AMENDMENT AND TERMINATION. This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by a written amendment duly executed by the parties.

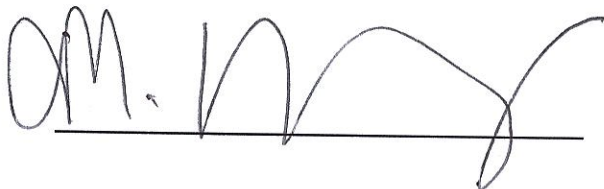
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written and is warranted by the URA and the PLB to be valid and legally binding on each of them.

WITNESS/ATTEST:

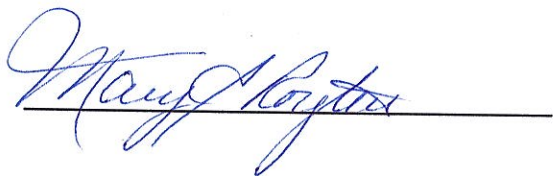
PITTSBURGH LAND BANK



By: 
Chair, Board of Directors

ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH



By: 
Executive Director 

Exhibit "A"
PLB Parcels

Block and Lot	Street Address	Inventory Type
124-P-199	243 Meadow St	Vacant Land
14-K-177	325 Jucunda St	Structure

Exhibit D - eProperty Agreement

PLB EPROPERTY PLUS
REIMBURSEMENT COOPERATION AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement"), effective as of the 7th day of June, 2019, is made by and between 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") and the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH, a redevelopment authority organized and existing under the Pennsylvania Urban Redevelopment Law, 35 P.S. §§ 1701 et seq. (the "URA"). The URA and the PLB may hereinafter be collectively referred to as the "Parties".

RECITALS:

WHEREAS, the URA and PLB have been in a Memorandum of Agreement since February 12, 2016 for administrative and professional services which provides for the PLB to share services of the URA;

WHEREAS, the URA is under contract with eProperty Innovations, LLC (the "Provider") for the eProperty Plus online inventory management system (hereinafter referred to as "Program"), which allows the URA to electronically track its real property inventory and related datasets as well as share information with the general public through an online public portal;

WHEREAS, the PLB is in its pilot year of activities and will soon begin acquiring a portfolio of properties ("PLB Parcels") and will also have need of an inventory management system;

WHEREAS, the City of Pittsburgh and URA both utilize the same inventory management system for ease of data sharing and coordination and the PLB also desires to coordinate its information;

WHEREAS, rather than contracting for its Program, the PLB wishes to utilize the URA's existing Program. The URA agrees the PLB may utilize the Program and reimburse the URA for associated costs; and

WHEREAS, the Board of Directors of the PLB authorized execution of this Agreement by board action taken at its regular meeting on April 12th, 2019;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the parties agree as follows:

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

2. MUTUAL COOPERATION. The Parties hereto agree to engage in mutual cooperation to achieve the purpose of this Agreement and shall take such other and further actions as may be necessary or convenient for PLB's utilization of the Program.

3. USE TERMS. The URA's shall use its best efforts to work with the PLB and Provider to modify the existing Program to accommodate the PLB as follows:

a. The URA shall assign PLB two (2) user licenses, one (1) shall have administrative authority and one (1) shall have standard access.

b. The PLB administrative user shall, in collaboration with any URA administrative user, modify the Program as necessary to integrate the PLB inventory and data.

c. The PLB shall keep no more than one thousand (1,000) unique records of data in the Program at any one time.

d. The Parties shall use the same public facing website., The public facing website shall display the URA's branding. The Parties may decide to include the PLB's branding during the "Agreement Term" (as defined in Section 6 below).

4. ENGAGEMENT. PLB hereby engages the URA for the Use Terms and the URA hereby accepts such engagement and agrees to devote its best efforts and skill to the performance of said Use Terms.

5. REIMBURSEMENT. The PLB shall reimburse the URA an amount of FIVE THOUSAND DOLLARS and ZERO CENTS (\$5,000.00) (the Reimbursement Amount). The URA shall submit to the PLB one (1) invoice for two-thousand five hundred dollars (\$2,500.00) at the execution of this Agreement, and one (1) additional invoice for two-thousand five hundred dollars (\$2,500.00) not sooner than six (6) months following the effective date of this Agreement. Payment shall be made by the PLB within 30 days of PLB receipt. Invoices shall be sent to PLB's address set forth in the caption of this Agreement.

6. TERM. This Agreement shall commence on April 15th, 2019, and will continue until March 18th, 2020, unless extended by the Parties.

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

8. ASSIGNMENT OF AGREEMENT. This Agreement shall not be assigned without the prior written approval of both parties.

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

10. CONFLICT OF INTEREST. The URA agrees that no employee of PLB who exercises or has exercised any function or responsibilities with respect to this Agreement or who is in a position

to participate in a decision-making process or gain inside information with regard to the activities to be performed hereunder, may obtain a personal or financial interest or benefit from the activity or have an interest in this Agreement, any subcontract or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The URA shall not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of monetary value to PLB employees.

11. NOTICES. Any notice required or permitted to be given under this Agreement shall be deemed to have been duly given when addressed and mailed (certified or registered mail, return receipt requested, postage prepaid, or some other equally prompt means that provides a record of sending) to the URA or PLB at the addresses set forth in the caption of this Agreement.

12. AMENDMENT AND TERMINATION. This Agreement contains all terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. This Agreement may not be changed, modified, discharged or extended except by a written amendment duly executed by the parties.


13. COUNTERPARTS. This Agreement 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 PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written and is warranted by the URA and the PLB to be valid and legally binding on each of them.

WITNESS/ATTEST:

PITTSBURGH LAND BANK



By: 

Reverend Ricky Burgess
Chair, Board of Directors

WITNESS/ATTEST:

URBAN REDEVELOPMENT AUTHORITY
OF PITTSBURGH



By: 

Robert Rubinstein
Executive Director

Exhibit E – Administration Fee

Core Staff:

Staff Position	Estimated Hours Per Week
Chief Legal Counsel	1-4
Assistant Director of Neighborhood Development	1-10
Program Assistant	1-10
Transactions Manager	1-10

Minimum Cost per week: **\$163.79**

Maximum Cost per week: **\$1,268.42**

Support Staff

Staff Position	Estimated Hours Per Week
Director of Development Services	1-4
Assistant Director of Strategic Affairs	1-4
Staff Accountant	1-4
Data & GIS Specialist	1-4
Data & Transactions Specialist	1-10

Minimum Cost per week: **\$185.00**

Maximum Cost per week: **\$903.80**