

**PLB LANDCARE  
REIMBURSEMENT COOPERATION AGREEMENT**

THIS COOPERATION AGREEMENT (the "Agreement"), effective as of the 19<sup>th</sup> day of April, 2023, (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, Pittsburgh Land Bank, 412 Boulevard of the Allies Suite 901, Pittsburgh, Pennsylvania 15219, Attn.: Director of Real Estate 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 and stabilization efforts for the URA;

WHEREAS, the PLB 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 and stabilization 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 14, 2023;

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. The Pittsburgh Land Bank will seek the approval of the URA's Real Estate Director to add properties to the Landcare program after the PLB Board of Directors approves the transfer of a property into the Land Bank's inventory. The Parties agree that the list of PLB Parcels may be revised as the PLB acquires and disposes of property. 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 issued Request for Proposals. If any provision of the Request for Proposals is inconsistent with this Agreement, the provisions of this Agreement shall control.

c. Stabilization of the PLB Properties may include, but is not limited to, the removal and disposal of garbage and debris on the interior and exterior of structures, boarding up windows and doors, minor to moderate interior and exterior repairs, including roof replacement, lead, asbestos or other testing related to environmental factors, and demolition, depending on the skillset of available URA contractors and vendors.

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 not to exceed FORTY-FIVE CENTS (\$0.45) 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 NINE HUNDRED AND TWENTY EIGHT THOUSAND DOLLARS (928,000.00), including a five percent (5%) administrative cost in reasonable and necessary fees and costs incurred in connection with the Services provided by the URA's Real Estate Inventory Manager and other URA staff. 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, payable on a quarterly basis pursuant to the URA-PLB Cooperation Agreement. An additional 30 days may be granted for invoices requiring PLB Board

of Directors' approval. 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 pursuant to the extension authorized by the URA and PLB Board of Directors, and will continue until November 30, 2026, 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.

PITTSBURGH LAND BANK

By: \_\_\_\_\_  
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*Burgess, Ren Ricky*  
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Chair, Board of Directors

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URBAN REDEVELOPMENT AUTHORITY  
OF PITTSBURGH

By: \_\_\_\_\_  
DocuSigned by:  
*Susheela Nemani-Stanger*  
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Executive Director

DS  
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