

DRAFT

**AMENDMENT NO. 1 TO
COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF BETHLEHEM
AND
NORTHAMPTON COMMUNITY COLLEGE**

This Amended Agreement entered into as of the ____ day of _____, 2009, by and between the CITY OF BETHLEHEM, Pennsylvania, hereinafter referred to as the "City", and NORTHAMPTON COMMUNITY COLLEGE, hereinafter referred to as "NCC".

WITNESSETH THAT:

WHEREAS, the City and NCC, entered into a Cooperation Agreement dated July 2, 2007; and

WHEREAS, the City and NCC agree to increase the amount of funds allocated under this agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do mutually agree as follows:

1. That the amount of assistance from the Commonwealth be revised from \$5,000,000.00 to \$5,100,000.00, an increase of \$100,000.00.
2. That all other terms and conditions of the Agreement executed on July 2, 2007 remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto have caused this amendment to be duly executed and attested as of the date first above written.

ATTEST:

CITY OF BETHLEHEM

City Controller

Mayor

ATTEST:

NORTHAMPTON COMMUNITY COLLEGE

Attest

Executive Director

The within amendment is certified to be needed, necessary and appropriate.

By:

City of Bethlehem Department Head

Print Name: Tony Hanna

RESOLUTION NO. 15,067

WHEREAS, the City of Bethlehem at the request of Northampton Community College is desirous of obtaining funds from the Redevelopment Assistance Capital Grant Program of the Commonwealth of Pennsylvania in the amount of \$5 million, appropriated under the Capital Budget Project Itemization Act of 2004-40, for the purpose of assisting Northampton Community College in the acquisition and construction of the Fowler Family Southside Center in the City of Bethlehem, Northampton County, Pennsylvania; and

WHEREAS, the City of Bethlehem considers that the construction of the Fowler Center will revitalize the South Bethlehem Enterprise Zone area, assist in reducing unemployment and provide economic benefits to the City of Bethlehem, Northampton County and Lehigh Valley region, and strengthen the educational and cultural programs of the City, county and region.

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor, John B. Callahan, of said municipality, be authorized and directed to execute all application forms necessary to apply for the \$5 million grant which will be passed through the City of Bethlehem to Northampton Community College for the purpose of acquiring and improving the Fowler Center;

AND BE IT FURTHER RESOLVED, that the Mayor and City Controller be authorized to enter into a Cooperation Agreement with Northampton Community College for the project administration of said Fowler Center;

AND BE IT FURTHER RESOLVED, that the City of Bethlehem has been assured by Northampton Community College that it will assume the full local share of the project costs which will be in excess of the \$5 million grant, and also assume responsibility for the project's ongoing operating and maintenance costs;

AND BE IT FURTHER RESOLVED, that the City Clerk of the City of Bethlehem is directed to execute a certificate attesting to the adoption of this Resolution and to furnish a copy of the Resolution to the Commonwealth of Pennsylvania.

Sponsored by /s/ Jean Belinski

 /s/ Joseph F. Leeson, Jr.

ADOPTED by Council this 5th day of June, 2007.

 /s/ J. Michael Schweder
President of Council

ATTEST:

Cynthia H. Biedenkopf
City Clerk

COOPERATION AGREEMENT

BY AND BETWEEN

Northampton Community College

AND

The City of Bethlehem

THIS COOPERATION AGREEMENT, entered into as of this 2nd day of July, 2007, by and between NORTHAMPTON COMMUNITY COLLEGE (hereinafter referred to as "NCC"), and the CITY OF BETHLEHEM, a municipal corporation of the Third Class, domiciled by law in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as "City").

WHEREAS, NCC has purchased an 185,000 square foot building in a highly desirable economic development area in the Southside of Bethlehem and will renovate in an effort to provide various workforce training and development; and

WHEREAS, NCC desires to utilize Pennsylvania Redevelopment Assistance Funding to finance a portion of the project and requires the cooperation of City; and

WHEREAS, City is willing to assist NCC in obtaining Pennsylvania Redevelopment Assistance Funding.

NOW, THEREFORE, intending to be mutually bound hereby, the parties agree as follows:

1. NCC, through various sources, will contribute a minimum of Five Million Dollars (\$5.0 million) toward the project which will be assisted by an additional Five Million Dollars (\$5.0 million) from the Commonwealth of Pennsylvania.

2. The City will act as the applicant for the state funds and will disburse the funds to NCC.

3. NCC will reimburse the Commonwealth of Pennsylvania, through the City of Bethlehem, for any expenditures found by the Department of Community Affairs to be ineligible; provided, if NCC shall fail to do so, the City of Bethlehem will reimburse the Commonwealth of Pennsylvania for such expenditures.

4. Before submitting any invoices for reimbursement by the Commonwealth of Pennsylvania, NCC agrees to submit, in writing, to the City of Bethlehem Department of Community and Economic Development an itemization, with explanations, of each proposed submittal that will be sufficient and adequate for the City to ascertain if the expenditures are eligible and within the Commonwealth of Pennsylvania guidelines and restrictions for use of such funds and, if deemed not sufficient or adequate by the City, shall submit any additional information requested by the City. NCC agrees to give such written notice at least five (5) business days in advance of the proposed submittal being made. If the City objects to any one or more of the expenditures as non-eligible, NCC agrees that it shall accompany its submittal to the Commonwealth of Pennsylvania with the City's objections to the expenditures. NCC agrees to provide any and all information needed by the City for the City to comply with the Commonwealth of Pennsylvania reporting and filing rules and regulations and agrees to provide a certified true and correct final accounting for the expenditure of all Commonwealth of Pennsylvania funds, after the same have been fully expended.

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