

RESOLUTION 2021-

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT PURSUANT TO 53 PS §2307 BY AND BETWEEN THE CITY OF BETHLEHEM AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM

WHEREAS, the CITY OF BETHLEHEM, is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, is a public body, corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as the “RDA”); and

WHEREAS, the RDA was created pursuant to Resolution 4624 enacted on January 13, 1953 by the City Council of the City of Bethlehem to exercise powers authorized by the Urban Redevelopment Law. 35 PS §2701 et seq; and

WHEREAS, the RDA has completed many projects since its creation and continues to own and maintain certain improvements and performed certain actions authorized under the Urban Redevelopment Law; and

WHEREAS, the RDA is entering a phase under which its projects and resources are more limited in scope, but its value remains important; and

WHEREAS, the City and RDA recognize that a partnership between them is mutually valuable for the purpose of ensuring continuity in staffing and maintaining RDA operations with respect to the subjects and operations hereinafter identified.

WHEREAS, the City will provide support staff to the RDA in the form of an employee of the City who shall provide designated administrative services for the RDA in the manner described in the attached Intergovernmental Cooperation Agreement.

WHEREAS, the RDA further pledges in the attached Intergovernmental Cooperation Agreement to use its present cash and near-cash reserves totaling approximately \$500,000 for non-elective projects of the RDA and other specified purposes in the attached Intergovernmental Cooperation Agreement.

WHEREAS, the duration of the attached Intergovernmental Cooperation Agreement shall be three years from the date it is fully-executed and shall thereafter automatically renew from year-to-year, unless terminated as provided therein.

WHEREAS, the Agreement further addresses the manner and extent of financing the obligations of the agreement, the organizational structure necessary to implement the agreement, the management of property subject to the Agreement, and the party responsible for employees and employee benefits.

NOW THEREFORE BE IT RESOLVED, on this _____ day of _____, 2021, that the City Council of the City of Bethlehem, approves and ratifies the intergovernmental cooperation agreement attached hereto.

Sponsored by: /s/ _____

/s/ _____

ADOPTED by Council this _____ day of _____, 2021.

/s/ _____
President of Council

ATTEST:

/s/ _____
City Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement dated this _____ day of _____, 2021 is by and between

CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as "CITY").

- AND -

REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a public body, corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania, with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as the "RDA").

WITNESSETH:

WHEREAS, the RDA was created pursuant to Resolution 4624 enacted on January 13, 1953 by the City Council of the City of Bethlehem to exercise powers authorized by the Urban Redevelopment Law. 35 PS §2701 et seq;

WHEREAS, the RDA has completed many projects since its creation and continues to own and maintain certain improvements and performed certain actions authorized under the Urban Redevelopment Law;

WHEREAS, the RDA is entering a phase under which its projects and resources are more limited in scope, but its value remains important;

WHEREAS, the City and RDA recognize that a partnership between them is mutually valuable for the purpose of ensuring continuity in staffing and maintaining RDA operations with respect to the subjects and operations hereinafter identified;

WHEREAS, the RDA is an independent and separate body and shall continue to operate as such in accordance with the Urban Redevelopment Law and other applicable law.

NOW, THEREFORE, in consideration of the mutual representations and promises made by the City and RDA, the parties intending to be legally bound hereby agree as follows:

1. All "WHEREAS" paragraphs are incorporated herein by reference as if the same were set forth fully herein at length.

2. SUPPORT STAFF: The position of Grant Program Manager is acknowledged by the parties to be exclusively a position of employment with the City. For the remainder of calendar year 2021, the position of Grant Program Manager shall be funded entirely by the RDA, provided however that beginning

January 1, 2022 the position of Grant Program Manager shall be funded by the parties from their respective financial resources in the proportion of 70% to be paid by the City and 30% to be paid by the RDA.

a. **JOB DESCRIPTION:** The job description for the Grant Program Manager is attached hereto as Exhibit "A" and incorporated herein as though fully set forth at length.

b. **BASIS OF COMPUTATION.** The cost of such position shall be calculated to include the following components: salaries or wages, together with the social security and unemployment taxes, workmen's compensation, insurance premiums, health and accident insurance premiums and pension benefits applicable thereto;

c. **INVOICE; TIME OF PAYMENT.** Within 30 days of the start date of the new position with the City, the City Business Administrator shall compute the cost of such position through December 31, 2021 and bill the RDA and the RDA shall remit such amount to the City within 30 days of such invoice. Effective January 1, 2022, the cost of such position shall be computed annually by the City Business Administrator and billed to the RDA on/before the 15th of January of every calendar year and the RDA shall remit such amount to the City within 30 days of such invoice;

d. **PAYMENT AND BENEFIT RESTRICTION.** The City in its sole discretion shall determine the salary or wages to be paid to the Grant Program Manager. The RDA expressly agrees that it will not pay or furnish directly or indirectly to the person holding the position of Grant Program Manager any money, benefits, or any other thing of value under any contract or arrangement or allow any other person or entity to do so. This paragraph shall not apply to any pension or deferred compensation to which such person was entitled prior to the signing of the Agreement by the parties which amount(s) shall be payable in the manner allowed by law.

3. The Grant Program Manager shall also be responsible for (and Exhibit A shall so reflect) the duties and responsibilities that the RDA Administrative Coordinator (currently Heather Bambu-Weiss) has previously and currently is performing plus acting as Secretary of the RDA, if so appointed by the RDA. Any issues relating to the performance of the duties and responsibilities of the Grant Program Manager with respect to the RDA shall be resolved by the City after such issues are reported to the Director of the Department of Community and Economic Development and/or the City Business Administrator.

4. **SUCCESSION PLANNING.** Prior to the execution of this Agreement by the parties, RDA has provided the City with a comprehensive list of the property holdings, including infrastructure, presently owned or maintained by the RDA, a copy of which is attached hereto as Exhibit "B". The parties agree that the property described in that list may be transferred to the City in due course as the parties may further agree.

5. **INFRASTRUCTURE MAINTENANCE; PRESERVATION OF CASH ON-HAND RESOURCES FOR INFRASTRUCTURE MAINTENANCE.** The RDA pledges to use the present cash and near-cash reserves of the RDA totaling approximately \$500,000 for (a) non-elective projects of the RDA which shall consist of providing normal preventative and required maintenance, and unanticipated

emergencies relating to the restoration and/or maintenance of the real and personal property listed in Exhibit "B", (b) the payments required by this Agreement on account of the Grant Program Manager; (c) ongoing pension obligations for employees of the RDA hired prior to January 1, 2021; and (d) ordinary administrative expenses of the RDA which shall consist of the following: compensation and expenses of officers and members of the RDA, legal, printing, advertising, engineering, architectural and auditing fees and expenses; and other items of general administrative expense incurred and deemed reasonably necessary by the RDA; and (e) such other uses and expenditures as the RDA shall deem reasonable and appropriate including but not limited to consultants and other employees in accordance with the Urban Development Law and other applicable laws.

5.1. It is understood between the parties hereto that the cash on hand as described herein shall not be used for Act 94 Blighted Property acquisitions. Other related costs and expenses, such as appraisals, title work, engineering, and legal expenses may be provided by the RDA (as in past practice), with such expenses, if any, to be reimbursed to the RDA (as in past practice) by the City.

6. GRANTS AND SUBSIDIES. The parties agree to give reasonable advance notice in writing to the other of them of any grants, subsidies, funding, and/or subsidized financing which may be or become known to either of them, and/or which either of them will seek, for the purpose of making improvements or maintaining the property of the RDA listed in Exhibit "B". The parties agree to cooperate with each other and take all reasonable measures, including but not limited to supplying such information, communications and taking any official action as may be needed, to assist the other of them to successfully apply for such grants and subsidies.

7. INSURANCE. The parties agree that the owners of the property listed in Exhibit "B" shall maintain building and building personal property blanket coverages for the replacement value of the property listed in Exhibit "B" to the extent applicable, and General Liability coverage and such other coverages as is/are presently in place on such property as of the date this Agreement executed, or as the City may otherwise desire.

8. INSPECTION. The parties shall provide the other, from time to time, all information relevant to the proper administration of their responsibilities under this Agreement, or in respect to the interpretation hereof, in such form and detail as may be reasonably requested and each shall, at all reasonable times and from time to time, permit their representatives to examine and inspect their respective records and physical facilities relevant to the subject matter of this Agreement.

9. INDEMNITY. Unless otherwise provided by this Agreement, each party hereto agrees to indemnify and save harmless the other party against all costs, losses or damage, including payment of reasonable attorney's fees, on account of any injury to persons (regardless of whether a party hereto or not) or property (regardless of whether owned by a party hereto or not) on account of the breach of this Agreement by the breaching party or its agents or employees. This indemnification obligation, however, shall not waive any rights or immunities available to either party arising out of any applicable governmental immunity laws and statutes.

10. SEVERABILITY. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

11. HEADINGS. The headings in this Agreement are solely for convenience and shall have no effect in the legal interpretation of any provision hereof.

12. EFFECTIVE DATE. This Agreement and any amendment thereto shall be void and unenforceable unless City Council adopts a resolution authorizing execution by City officials. Thereafter, this Agreement and any amendment shall become effective on the date such document is signed by the last party to do so.

13. WAIVER. The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights under, or for a more favorable interpretation of, this Agreement.

14. SUCCESSORS AND ASSIGNS. Neither party shall assign this Agreement without the consent of the other. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns notwithstanding any such assignment.

15. PRIOR AGREEMENTS. All other agreements, contracts and understandings between the parties shall remain in full force and effect, except as changed / modified herein.

16. MODIFICATION. This Agreement may not be modified or amended except in a duly authorized writing signed by the parties.

17. PENNSYLVANIA LAW, INTERPRETATION, AND JUDICIAL VENUE. This Agreement shall be construed according to, be subject to and be governed by the laws of the Commonwealth of Pennsylvania. The parties do further recognize and agree that they have each been represented by, or had the opportunity to obtain the advice of, legal counsel prior to executing this Agreement and to the extent that either party chose not to seek further legal counseling relating to the provisions of this Agreement, do hereby waive any rights or claims that it was not fully aware of the provisions and legal effect of this Agreement. In furtherance thereof, RDA does further waive any claim or contention that this Agreement should be construed against City on the basis that this Agreement was prepared by the City and the City Solicitor. Jurisdiction and venue shall vest solely in the Court of Common Pleas of Northampton County, Pennsylvania.

18. RECORDING. This Agreement shall not be recorded by any party hereto. The recording of the Agreement shall not be a prerequisite to the commencement of any proceeding under this Agreement.

19. TERM. This Agreement shall be effective for a period of three years from the date described in paragraph 12 above and shall automatically renew from year-to-year unless either party gives at least six months written notice to terminate prior to the end of the initial three-year term and any yearly term thereafter.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals on the dates set forth below.

WITNESS/ATTEST:

REDEVELOPMENT AUTHORITY OF THE
CITY OF BETHLEHEM

By: _____

By: _____ (SEAL)

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

CITY OF BETHLEHEM:

By: _____ (SEAL)

By: _____ (SEAL)

George Yasso

Robert J. Donchez

Title: City Controller

Title: Mayor

Date signed: