

**COOPERATION AGREEMENT**

**BY AND BETWEEN**

**Ben Franklin Technology Partners**

**AND**

**The City of Bethlehem**

THIS COOPERATION AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between BEN FRANKLIN TECHNOLOGY PARTNERS (hereinafter referred to as “Ben Franklin”), and the CITY OF BETHLEHEM, a municipal corporation of the Third Class, domicile by law in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as “City”).

WHEREAS, Ben Franklin has a building that they would like to expand that would reduce unemployment and would provide economic benefits to the City; and

WHEREAS, Ben Franklin 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 Ben Franklin in obtaining Pennsylvania Redevelopment Assistance Funding.

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

1. Ben Franklin, through various sources, will contribute a minimum of Two Million Eight Hundred Thousand Dollars (\$2.8 million) toward the project which will be

assisted by an additional Two Million Eight Hundred Thousand Dollars (\$2.8 million) from the Commonwealth of Pennsylvania.

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

3. Ben Franklin 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 Ben Franklin 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, Ben Franklin 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. Ben Franklin 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, Ben Franklin agrees that it shall accompany its submittal to the Commonwealth of Pennsylvania with the City's objections to the expenditures. Ben Franklin 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.

ATTEST:

BEN FRANKLIN TECHNOLOGY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Title:

ATTEST:

CITY OF BETHLEHEM

\_\_\_\_\_  
City Controller

By: \_\_\_\_\_  
Mayor

The within Agreement is certified to be Needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: Tony Hanna