

COOPERATION AGREEMENT

BY AND BETWEEN

Lehigh University

AND

The City of Bethlehem

THIS COOPERATION AGREEMENT, entered into as of this _____ day of _____, 2009, by and between LEHIGH UNIVERSITY (hereinafter referred to as "Lehigh University"), 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, Lehigh University has a building that they would like to construct that would strengthen the educational programs of the City; and

WHEREAS, Lehigh University 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 Lehigh University in obtaining Pennsylvania Redevelopment Assistance Funding.

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

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

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

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

Lehigh University

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