



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: William P. Leeson, Esq., City Solicitor

Re: Intermunicipal Agreements for Regional Expansion of Shared Lane Markings
Network
City of Bethlehem and City of Easton
City of Bethlehem and City of Allentown

Date: October 29, 2015

Attached are proposed Ordinances and associated intermunicipal agreements for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.



William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Michael Alkhal
Tiffany Wells

AN ORDINANCE OF THE CITY OF BETHLEHEM,
COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF
PENNSYLVANIA, AUTHORIZING AN INTERMUNICIPAL AGREEMENT FOR
REGIONAL EXPANSION OF SHARED LANE MARKINGS NETWORK BETWEEN
THE CITY OF BETHLEHEM AND THE CITY OF ALLENTOWN.

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS
FOLLOWS:

Section 1. There is hereby adopted and ratified an Intermunicipal Agreement for Regional Expansion of Shared Lane Markings Network between the City of Bethlehem and the City of Allentown. A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem

Section 2. This Agreement is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307.

Section 3. The purposes and objectives of the Agreement are as follows:

- A. To further the objectives of funding received from the Pennsylvania Department of Transportation under the Transportation Alternatives Program for the installation of shared lane markings.
- B. To provide authorization to the City of Bethlehem, its officers, officials, employees, engineers, surveyors, solicitors, agents, and subcontractors, to enter upon the lands of and in Allentown, and upon its roads, right of ways, easements, licenses, privileges in order to perform the necessary work associated with installing shared lane markings in the City of Allentown.

Section 4. The Agreement shall be subject to all the conditions and terms specified and set forth therein.

Section 5. The duration of the Agreement shall be one (1) year, provided the shared lane markings are installed within that time. If the shared lane markings are not installed within one (1) year, an extension may be granted with written approval from both parties.

Section 6. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 7. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

Passed finally in Council on the _____ day of _____, 2015.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2015.

Mayor

**Intermunicipal Agreement for Regional Expansion of Shared Lane Markings Network
between the City of Bethlehem and the City of Allentown**

THIS AGREEMENT, is made this ____ day of _____, 20 ____, by and between the CITY OF BETHLEHEM (Bethlehem), a municipal corporation and city of the third class, with its principal offices located at 10 East Church Street, Bethlehem, Pennsylvania, 18018, and the CITY OF ALLENTOWN (Allentown), Lehigh County, a city and municipal corporation of the third class, with its principal offices located at 435 Hamilton Street, Allentown, Pennsylvania, 18101.

WHEREAS, Bethlehem received \$65,500 from the Transportation Alternatives Program (TAP) from the Pennsylvania Department of Transportation (PaDOT) to fund the “Regional Expansion of the Shared Lane Markings Network” within the cities of Allentown, Bethlehem and Easton;

WHEREAS, Bethlehem will be entering into an agreement with the PaDOT for the TAP funding to install shared lane markings in the cities of Allentown, Bethlehem and Easton;

WHEREAS, pursuant to said agreement, the PaDOT requires an agreement be executed between said municipalities for the installation of the markings;

WHEREAS, Bethlehem will be managing the funding and scheduling the installation of the markings in all three cities.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants, promises and agreement set forth herein, agree as follows:

1. Allentown hereby grants Bethlehem, by and through Bethlehem’s officers, officials, employees, engineers, surveyors, solicitors, agents, and subcontractors, full authorization to enter upon the lands of and in Allentown, and upon its roads, right of ways (e.g.

vehicular and/or pedestrian), easements, licenses, privileges in order to plan, bid, manage, construct, reconstruct, repair, replace, alter and test, and/or any other activity necessary or incidental to the performance of Bethlehem's duties under its agreement with the PaDOT to install shared lane markings, as shown on Exhibit "A" attached hereto and made a part hereof, so as to confer the full benefits of the improvements which will be, are, or can be reasonably expected to be located within the corporate boundaries of Allentown or in which Allentown, acting by and through its City Council possesses an identifiable and enforceable right, title or interest.

2. The consent granted hereunder by Allentown to Bethlehem shall not extend to any matter, thing, or action which is not necessary or incidental to or within the scope of the agreement with PaDOT to install shared lane markings.

3. Within the parameters of the limited consent given above, it is understood and agreed that Bethlehem shall be deemed the agent of Allentown with respect to any planning, bidding, management, construction, reconstruction, repair, replacement, alteration, test and/or any other activity necessary or incidental to any shared lane marking improvements which will be, are, or can be reasonably expected to be located within the corporate boundaries of Allentown or in which Allentown, acting by and through its City Council possess and identifiable and enforceable right, title and interest.

4. Unless due to the negligence, fault or intentional misconduct of Bethlehem, Allentown agrees to indemnify Bethlehem from any and all actions, liabilities, judgments, costs and expenses that may be brought or in any way accrue against Bethlehem in consequence of this Agreement for any act of Bethlehem, its agents, employees or workers directly related to Bethlehem's performance of the responsibilities under this Agreement.

5. It is understood that Allentown will bear responsibility of the shared lane markings within its municipal boundaries once installation is complete. Any and all maintenance after installation will be the responsibility of Allentown.

6. It is further understood that Allentown may provide assistance to the contractor during installation as to the exact placing of the markings.

7. The term of this agreement shall be one (1) year, provided the markings are installed within that time. If the markings are not installed within one year, an extension may be granted with written approval from both parties.

8. This Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto.

9. This Intergovernmental Agreement is authorized by statute 53 Pa.C.S.A. § 2301 et seq.

10. Any and all costs and expenses related to this Agreement shall be paid from the TAP funds. The City of Allentown shall not be required to expend any funds in excess of the TAP allocation as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year abovementioned.

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____
Mayor

ATTEST:

CITY OF ALLENTOWN

Title:

By: _____
Mayor

AN ORDINANCE OF THE CITY OF BETHLEHEM,
COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF
PENNSYLVANIA, AUTHORIZING AN INTERMUNICIPAL AGREEMENT FOR
REGIONAL EXPANSION OF SHARED LANE MARKINGS NETWORK BETWEEN
THE CITY OF BETHLEHEM AND THE CITY OF EASTON.

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS
FOLLOWS:

Section 1. There is hereby adopted and ratified an Intermunicipal Agreement for Regional Expansion of Shared Lane Markings Network between the City of Bethlehem and the City of Easton. A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem

Section 2. This Agreement is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307.

Section 3. The purposes and objectives of the Agreement are as follows:

- A. To further the objectives of funding received from the Pennsylvania Department of Transportation under the Transportation Alternatives Program for the installation of shared lane markings.
- B. To provide authorization to the City of Bethlehem, its officers, officials, employees, engineers, surveyors, solicitors, agents, and subcontractors, to enter upon the lands of and in Easton, and upon its roads, right of ways, easements, licenses, privileges in order to perform the necessary work associated with installing shared lane markings in the City of Easton.

Section 4. The Agreement shall be subject to all the conditions and terms specified and set forth therein.

Section 5. The duration of the Agreement shall be one (1) year, provided the shared lane markings are installed within that time. If the shared lane markings are not installed within one (1) year, an extension may be granted with written approval from both parties.

Section 6. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 7. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

Passed finally in Council on the _____ day of _____, 2015.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2015.

Mayor

**Intermunicipal Agreement for Regional Expansion of Shared Lane Markings Network
between the City of Bethlehem and the City of Easton**

THIS AGREEMENT, is made this ____ day of _____, 20____, by and between the CITY OF BETHLEHEM (Bethlehem), a municipal corporation and city of the third class, with its principal offices located at 10 East Church Street, Bethlehem, Pennsylvania, 18018, and the CITY OF EASTON (Easton), Northampton County, a city and municipal corporation of the third class, with its principal offices located at One South Third Street, Easton, Pennsylvania, 18042.

WHEREAS, Bethlehem received \$65,500 from the Transportation Alternatives Program (TAP) from the Pennsylvania Department of Transportation (PaDOT) to fund the “Regional Expansion of the Shared Lane Markings Network” within the cities of Allentown, Bethlehem and Easton;

WHEREAS, Bethlehem will be entering into an agreement with the PaDOT for the TAP funding to install shared lane markings in the cities of Allentown, Bethlehem and Easton;

WHEREAS, pursuant to said agreement, the PaDOT requires an agreement be executed between said municipalities for the installation of the markings;

WHEREAS, Bethlehem will be managing the funding and scheduling the installation of the markings in all three cities.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants, promises and agreement set forth herein, agree as follows:

1. Easton hereby grants Bethlehem, by and through Bethlehem’s officers, officials, employees, engineers, surveyors, solicitors, agents, and subcontractors, full authorization to enter upon the lands of and in Easton, and upon its roads, right of ways (e.g. vehicular and/or

pedestrian), easements, licenses, privileges in order to plan, bid, manage, construct, reconstruct, repair, replace, alter and test, and/or any other activity necessary or incidental to the performance of Bethlehem's duties under its agreement with the PaDOT to install shared lane markings, as shown on Exhibit "A" attached hereto and made a part hereof, so as to confer the full benefits of the improvements which will be, are, or can be reasonably expected to be located within the corporate boundaries of Easton or in which Easton, acting by and through its City Council possesses an identifiable and enforceable right, title or interest.

2. The consent granted hereunder by Easton to Bethlehem shall not extend to any matter, thing, or action which is not necessary or incidental to or within the scope of the agreement with PaDOT to install shared lane markings.

3. Within the parameters of the limited consent given above, it is understood and agreed that Bethlehem shall be deemed the agent of Easton with respect to any planning, bidding, management, construction, reconstruction, repair, replacement, alteration, test and/or any other activity necessary or incidental to any shared lane marking improvements which will be, are, or can be reasonably expected to be located within the corporate boundaries of Easton or in which Easton, acting by and through its City Council possess and identifiable and enforceable right, title and interest.

4. Unless due to the negligence, fault or intentional misconduct of Bethlehem, Easton agrees to indemnify Bethlehem from any and all actions, liabilities, judgments, costs and expenses that may be brought or in any way accrue against Bethlehem in consequence of this Agreement for any act of Bethlehem, its agents, employees or workers directly related to Bethlehem's performance of the responsibilities under this Agreement.

5. It is understood that Easton will bear responsibility of the shared lane markings within its municipal boundaries once installation is complete. Any and all maintenance after installation will be the responsibility of Easton.

6. It is further understood that Easton may provide assistance to the contractor during installation as to the exact placing of the markings.

7. The term of this agreement shall be one (1) year, provided the markings are installed within that time. If the markings are not installed within one year, an extension may be granted with written approval from both parties.

8. This Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto.

9. This Intergovernmental Agreement is authorized by statute 53 Pa.C.S.A. § 2301 et seq.

10. Any and all costs and expenses related to this Agreement shall be paid from the TAP funds. The City of Easton shall not be required to expend any funds in excess of the TAP allocation as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year abovementioned.

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____
Mayor

ATTEST:

CITY OF EASTON

Title:

By: _____
Mayor
