

**JOINDER ADDENDUM TO  
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of \_\_\_\_\_, 2024, forms part of the Use Permit Agreement dated \_\_\_\_\_, 2024 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), GREATER LEHIGH VALLEY CHAMBER OF COMMERCE, by and through its Downtown Bethlehem Association (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permittor with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

PERMITTEE:  
GREATER LEHIGH VALLEY CHAMBER OF  
COMMERCE, by and through its Downtown  
Bethlehem Association

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

ATTEST:

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

CITY:  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
J. William Reynolds  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

JOINING PARTY:  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

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



CITY OF BETHLEHEM  
OFFICE OF THE CITY SOLICITOR

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INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Use Permit Agreement for Public Property

Permittee Name: Greater Lehigh Valley Chamber of Commerce, by and through its Downtown Bethlehem Association

Joining Party Name: Redevelopment Authority of the City of Bethlehem

Purpose: 2024 Christmas City Village

Location: (1) City Property along Main Street adjacent to the Moravian Blacksmith Shop (also known as “the Smithy”)

(2) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E; and

(3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard

Date: October 9, 2024

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Attached is a proposed Resolution and associated Use Permit Agreement for Council’s consideration.

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

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor  
Michael Alkhal, Director of Public Works  
Laura Collins, Redevelopment Authority  
Ty Versocki, Downtown Bethlehem Association

RESOLUTION NO. 2024-\_\_\_\_\_  
Authorization For Use Permit Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller and/or such other City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute a Use Permit Agreement and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, according to the terms and conditions indicated therein and made a part hereof, with the following named permittee, for the uses and purposes indicated below:

1. Name of Permittee: Greater Lehigh Valley Chamber of Commerce, by and through its Downtown Bethlehem Association
2. Name of Co-Permittee Joining Party: Redevelopment Authority of the City of Bethlehem
3. Premises:
  - (1) City Property along Main Street adjacent to the Moravian Blacksmith Shop (also known as “the Smithy”) (as shown outlined and hatched on the Exhibit Map attached to the Agreement);
  - (2) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (see Exhibit Map attached to the Agreement); and
  - (3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see Exhibit Map attached to the Agreement)
4. Purpose: 2024 Christmas City Village
5. Duration: October 28, 2024 through January 3, 2025 (\*with extension to January 7, 2025 should take-down be delayed due to inclement weather)
6. Event Dates: November 15-17, November 22-24, November 29-December 1, December 6-8, December 13-15, and December 20-22, 2024 on Fridays and Saturdays from 12:00 noon to 8:00 pm, and on Sundays from 12:00 noon to 6:00 pm (\*Times subject to change as authorized by Chamber/DBA and communicated to vendors)

Sponsored by \_\_\_\_\_  
\_\_\_\_\_

ADOPTED by Council this      day of      , 2024.

ATTEST:

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
City Clerk

**CITY OF BETHLEHEM  
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

THIS USE PERMIT AGREEMENT FOR PUBLIC PROPERTY (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), between GREATER LEHIGH VALLEY CHAMBER OF COMMERCE, by and through its Downtown Bethlehem Association, 74 West Broad Street, Suite 240, Bethlehem, Pennsylvania, 18018, hereinafter referred to as “Permittee”, and the CITY OF BETHLEHEM, a municipal corporation and City of the Third Class of the Commonwealth of Pennsylvania, with its office and principal place of business situated at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania, 18018, hereinafter referred to as “City.”

**Background**

Permittee desires to utilize certain premises identified in **Exhibit A** to this Agreement (the “Premises”) for the purpose and on the dates described therein.

City desires to grant to Permittee a Use Permit for the Premises, and Permittee is willing to accept such Use Permit, under the terms and conditions hereinafter set forth.

**Agreement**

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Permittee and City agree as follows:

1. Grant of Non-Exclusive Use Permit. Based upon the information submitted, including the representations and warranties made by Permittee, in its application to City for Use Permit, City hereby grants to the Permittee a permit to use the Premises, as more particularly described in **Exhibit A**, for Permittee’s non-exclusive use for the Purpose and for the Term set forth in **Exhibit A**, unless earlier terminated in accordance with the terms of this Agreement.
2. Premises to Remain Open and Accessible to the Public. During the Term of this Agreement, the Premises must remain open and accessible to the public at all times and for constitutionally protected speech or activity, excepting reasonable restrictions and accommodation to prevent deliberate interference with activities or events scheduled by and conducted by the Permittee. To the extent the Premises includes a building or other enclosed structure, City will determine, in its sole discretion, the days and hours for public access, and the days and hours that such building or enclosed structure shall be closed and locked. Permittee shall not interfere with or disrupt City’s operations and activities on the Premises. Permittee shall maintain the Premises in a manner that allows sufficient emergency vehicle and equipment ingress and egress at all times.
3. Scheduling of Events. City and Permittee will coordinate the scheduling of events to be conducted by Permittee on the Premises. City shall retain the right to make final decisions, in its sole discretion, with regard to the scheduling of any and all matters relating to or arising out of this Agreement.
4. Fees, Contributions and Charges.
  - (a) Fees for the usage of the Premises will be due in accordance with the fee schedules adopted by City Council.

*City of Bethlehem Event Designation: 2024 Christmas City Village*

(b) All contributions, fees and charges are due and must be paid within thirty (30) days of the date of invoice, unless otherwise specified herein. If payment is not received within thirty (30) days or by the specified due date, interest charges will accrue at an interest rate of one percent (1%) per month or any portion of a month thereof. Interest accruals will apply to any and all claims for damages incurred by City and/or other services provided by City (including but not limited to EMS, fire inspectors, police personnel, City services).

5. Maintenance by Permittee. During the Term of this Agreement, Permittee shall maintain and keep the Premises in a clean and sanitary condition. Any clean-up and trash hauling costs, or cost to repair damage to the Premises or any other City property, incurred by City as a result of the subject event will be invoiced to Permittee. Payment in full shall be due to the City of Bethlehem within thirty (30) days of invoicing.

6. Personal Property. Permittee shall be solely responsible for the safety and security of its personal property, and any damage or loss to items of personalty shall be the sole and exclusive responsibility of Permittee. Within two (2) days of the termination or expiration of this Agreement, Permittee shall remove all of its personal property from the Premises and return the Premises to its condition, reasonable wear and tear excepted, prior to the commencement of this Agreement. If Permittee fails to remove its personal property and/or return the Premises to its prior condition, Permittee agrees to pay to City, on demand, all costs incurred by City to remove the personal property and return and restore the Premises to its original condition.

7. City Services. If security services will be or are being required in connection with this Agreement, Permittee agrees to use City of Bethlehem Police personnel exclusively for all security, crowd control, traffic control and related duties during the event, immediately before the Event and immediately after the Event. Except for services expressly agreed to under this Agreement, City shall not be obligated to provide any services to Permittee incident to Permittee's use of the Premises.

8. Public Safety. The Permittee shall comply with the following provisions.

(a) Safety Plan/EMS Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in Exhibit A to this Agreement.

(b) Emergency Vehicle and Equipment Access. Sufficient emergency vehicle and equipment ingress and egress must be maintained at all times during the event that is subject of this Agreement.

9. Revenue. All revenue from the event activities may be retained by Permittee.

10. Code Inspection and Compliance

(a) Any tent, canopy, membrane, or similar structure that Permittee erects or allows to be erected on City property in conjunction with this Agreement shall be subject to health, fire, safety, etc. inspections by the appropriate City departments including but not limited to the Code Enforcement Bureau. For purposes of this agreement each tent, canopy, membrane, or similar structure must comply with all pertinent provisions of the current UCC building and fire codes adopted by City and other codes, guidelines, etc. deemed relevant by City. City shall issue a written approval to Permittee as it relates to each tent, canopy, membrane or other similar structure. Permittee hereby agrees to pay City a Fifty Dollar (\$50.00) fee for the inspection of each tent, canopy or membrane subject to this provision.

*City of Bethlehem Event Designation: 2024 Christmas City Village*

(b) Permittee, and any vendor, party or participant of the event that is the subject of this Agreement that anticipates cooking or heating any food during the event, is required to obtain the necessary permit from the City's Fire Department and have any cooking or heating device or equipment to be used or anticipated to be used inspected by the City's Fire Department.

(c) Permittee's failure to follow City Code requirements and directives by inspectors shall be a violation of this Agreement.

11. Termination. Either party may terminate this Agreement for any reason on thirty (30) days advance written notice to the other party; provided, however, in the event any term or condition of this Agreement is violated by Permittee, City, in its sole discretion, may immediately suspend or terminate this Agreement without notice or the opportunity to cure such violation.

12. General Indemnification. Permittee shall defend, indemnify and hold harmless City, its respective employees, officers, council members, and agents (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with this Agreement; and/or Permittee's negligence, willful misconduct or breach of the terms of this Agreement; and/or that may arise under U.S. Copyright Laws, to all music licensing agencies (including but not limited to SESAC, BMI and ASCAP) and any other third parties resulting from or accruing from Permittee's unlicensed authorization, sponsoring or presenting recorded or live music on the Premises. This Section shall not apply to Losses arising from action by officers of the Bethlehem Police Department.

13. Limitation of Liability. IN NO EVENT WILL CITY OR INDEMNITEES (DEFINED ABOVE) BE LIABLE FOR, AND PERMITTEE WAIVES ITS RIGHT TO, ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF CITY'S PERFORMANCE OR NON-PERFORMANCE UNDER, OR TERMINATION OF, THIS AGREEMENT.

14. Preservation of Defenses. In executing this Agreement, the parties agree and understand that, except as expressly set forth in this Agreement, City does not waive and expressly reserves all defenses, rights or immunities at law or in equity arising under applicable governmental immunity laws and statutes, also including the Pennsylvania Political Subdivisions Tort Claims Act.

15. Insurance Requirements. During the Term of this Agreement, Permittee shall, at its own expense, maintain and carry, in full force and effect, any and all insurance identified in **Exhibit A** to this Agreement.

16. Compliance with Law. During the Term of this Agreement, Permittee shall comply with all applicable laws, regulations and ordinances, including inspection and safety Codes, directives by City Code compliance officers and inspectors, policy, rule or regulation. Permittee shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. During the Term of this Agreement, Permittee shall incorporate best management practices in Permittee's operations as it relates to environmental protection and energy conservation, which shall include full and complete compliance with state and/or local regulatory and/or non-regulatory

guidelines for the management of, but not limited to, recycling, soil pollution, erosion control, energy saving applications, energy conservation, and use of environmentally friendly products.

17. Waiver. No waiver by City of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by City. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. No Presumption Against Drafting Party. Each of the parties to this Agreement acknowledges that it has been represented by, or has had the opportunity to retain the advice of, independent counsel in connection with this Agreement and the transactions contemplated by this Agreement, and therefore, waive the application of any rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. In furtherance thereof, Permittee 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.

19. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) government order, law, or action; (d) national or regional emergency; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon thirty (30) days' written notice.

20. Assignment. Permittee shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of City. Any purported assignment or delegation in violation of this Section shall be null and void. No permitted assignment or delegation shall relieve Permittee of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

23. Governing Law; Venue. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those

of the Commonwealth of Pennsylvania. The exclusive venue for resolution of all disputes, claims and actions, whether the same involves litigation, arbitration or otherwise, shall be in Northampton County, Commonwealth of Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such venue in any such suit, action or proceeding.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

25. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Warranties, Indemnification, Insurance, Compliance with Laws, Governing Law, Venue, and Survival.

27. Records Availability, Inspection and the "Right to Know Law." The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101 et seq ("RTKL"), applies to this Agreement and potentially some or all of the records generated pursuant to this Agreement. Permittee acknowledges and agrees to the applicability of the RTKL to this Agreement and its obligations to cooperate by providing documents in response to requests for public records as defined under the RTKL. This provision requiring Permittee's cooperation shall not be interpreted to waive any provision or interpretation under the RTKL that a record is not a public record or is subject to confidentiality, privacy or proprietary protections applicable under the RTKL or another law.

28. Entire Agreement. This Agreement, the application for Use Permit submitted by Permittee, and any related exhibits and attachments, including **Exhibit A** to this Agreement and any applicable **Joinder Addendum** to this Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

29. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The parties may utilize electronic means (including facsimile and e-mail) to execute and transmit this Agreement and all such electronically executed and/or transmitted copies of this Agreement shall be deemed as valid as originals.

**[SIGNATURES TO FOLLOW]**



*City of Bethlehem Event Designation: 2024 Christmas City Village*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Use Permit Agreement to be duly executed and delivered on the date and year first above written.

ATTEST:

PERMITTEE:

GREATER LEHIGH VALLEY CHAMBER OF  
COMMERCE, by and through its Downtown  
Bethlehem Association

\_\_\_\_\_  
Secretary

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

ATTEST:

CITY:

CITY OF BETHLEHEM

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

By: \_\_\_\_\_  
J. William Reynolds  
Mayor

The within Use Permit Agreement is certified to be needed, necessary and appropriate.

By: \_\_\_\_\_  
City of Bethlehem Department Head  
Print Name: Michael Alkhal

**EXHIBIT A**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

- A. Premises: (1) City Property along Main Street adjacent to the Moravian Blacksmith Shop (also known as “the Smithy”) (as shown outlined and hatched on the attached Exhibit Map); and  
 (2) Nevin Place right-of-way and W. Walnut Street parcel known as Tax Parcel Number P6NE1D-10-5A 0204E, both of which are adjacent to the Sun Inn Courtyard (area outlined and hatched as shown on the attached Exhibit Map); and  
 (3) Redevelopment Authority owned Parcel P6NE1D-10-4 0204E located in Sun Inn Courtyard, per Joinder Addendum (see attached Exhibit Map) (the “RDA Parcel”).
- B. Scope of Use: Permittee seeks a Use Permit for the Premises for the event/purpose, on the dates, for the duration, and subject to the terms indicated below and herein:

Event/Purpose: 2024 Christmas City Village
Event Dates/Times: Dates: November 15-17, November 22-24, November 29-December 1, December 6-8, December 13-15, and December 20-22, 2024 Times: Fridays and Saturdays from 12:00 noon to 8:00 pm; Sundays from 12:00 noon to 6:00 pm (*Times subject to change as authorized by Chamber/DBA and communicated to vendors)
Use Permit Duration: October 28, 2024 through January 3, 2025 (*with extension to January 7, 2025 should take-down be delayed due to inclement weather)
Permittee Contact Person: Ty Versocki
Miscellaneous (e.g. names of subpermittees or vendors/Joinder Addendum): Redevelopment Authority of the City of Bethlehem, as co-permitter with the City

Permittee ratifies and confirms all representations and warranties contained in Permittee’s application for Use Permit and certifies to the true and accuracy of the information submitted therewith.

C. Term. The initial term of this Agreement shall be for the Use Permit Duration identified in Paragraph B of this Exhibit A (the “Term”). Notwithstanding any provision to the contrary, City may terminate, cancel or postpone this Agreement in writing at any time during the Term in accordance with Section 11 of this Agreement.

D. Insurance Requirements.

- (i) Permittee shall maintain, at its sole expense, the following minimum insurance coverage:
- Comprehensive General Liability (Acord Form 25) (including Premises-Operations; Independent Contractors’ Protective; Products and Completed Operations; Broad Form Property Damage). Coverage must be no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Products and Completed Operations coverage to be maintained one (1) year after final payment for Goods.
  - Liquor Liability (under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy providing liquor liability coverage (a) with minimum limits of \$1,000,000 per person and \$1,000,000 per occurrence or aggregate, (b)

the insurance shall provide coverage for the periods of time indicated above as Use Permit Duration and (c) which insurance names the “City of Bethlehem, its officers and employees” as an additional insured. To provide proof of insurance, the Permittee shall furnish a Certificate of Insurance to the Bureau of Law of the City of Bethlehem at the time of Permittee’s signing and delivery of this Agreement to City for counter-signature. A certificate naming City as “certificate holder” only is non-compliant.

- (ii) Insurance under this Agreement shall be written by a company licensed to do business in the Commonwealth of Pennsylvania, at the time the policy is issued.
- (iii) Certificates of Insurance shall be produced to City prior to execution of this Agreement and shall (a) confirm that such insurance policies may not be cancelled nor materially altered except upon thirty (30) days advance written notice to the Office of the City Solicitor, (b) name “**The City of Bethlehem, its Officials and Employees**” as additional insureds, and (c) include the following Certificate Holder Designation: “City of Bethlehem Attn: Office of Solicitor, 10 East Church Street, Bethlehem, PA 18018-6025”.

E. Special Provisions Relating to Service of Alcohol.

- Permittee certifies no alcohol will be served or sold during the event.
- Permittee certifies alcohol will be served but not sold during the event.

(i) Alcohol service each day of the event shall end no later than thirty minutes prior to the end time.

(ii) Permittee may not sell or permit sale of alcohol at the event or in violation of state law, Pennsylvania LCB regulations and this Agreement. Neither may Permittee charge the price of alcohol in a price, ticket or admission fee to enter or attend the event. Alcohol shall be served free of charge.

- Permittee certifies alcohol will be served and sold during the event.

(i) Alcohol service and sales each day of the event shall end at the earlier of thirty minutes prior to the end time or any time required by the Permittee’s PA LCB license or Special Occasion Permits, if any.

(ii) Permittee represents and warrants as follows with regard to the sale of alcohol at the event:

- Alcohol will be served or sold on its private property during the event but that no alcohol will be served, sold or consumed on City property or public right-of-way during the event.

- Permittee must obtain from the Pennsylvania Liquor Control Board and provide to the Bureau of Law of the City of Bethlehem a copy of its Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permit or License for each event listed above.

*City of Bethlehem Event Designation: 2024 Christmas City Village*

Permittee's Subpermittees will be selling alcohol at the event subject to the following conditions: (a) Subpermittees must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the Bureau of Law of the City of Bethlehem, a copy of their Special Occasion Permit or other Pennsylvania Liquor Control Board issued Permits or Licenses for each event date listed above; and (b) Subpermittees must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A.

Permittee's Vendors will be selling alcohol at the event subject to the following conditions: (a) Permittee's vendors must be approved by City to sell alcohol and obtain from the Pennsylvania Liquor Control Board, and provide to the City of Bethlehem, a copy of their Exposition Permits for each event date listed above; (b) Permittee's vendors must obtain and provide proof of liquor liability insurance coverage in accordance with Section D of this Exhibit A; (c) Permittee's vendors holding an Exposition Permit may provide tasting samples in individual portions not to exceed the number of ounces allowed pursuant to 47 P.S. § 505.2(a)(4) related to Limited Wineries or pursuant to 47 P.S. § 505.4(b)(8) relating to Limited Distilleries and Distilleries; and (d) Permittee shall require and ensure that each vendor selling alcohol or providing samples at the event will prominently display a sign notifying customers that "City ordinance prohibits the consumption of alcohol sold here on City streets or sidewalks."

F. Roster Duty Police Officers.

No Roster Duty Required.

Permittee must provide and pay for City of Bethlehem Roster Duty Police Officers at all times during the event listed above. The number of roster duty police officers required for the event shall be determined at the sole discretion of the City of Bethlehem Police Department. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

Permittee shall consult with the City of Bethlehem Police Department three (3) weeks before each scheduled event listed above regarding expected attendance and/or pertinent information regarding each event. After that consultation, the Police Chief will determine if roster duty officers are required for the event. The number of roster duty police officers required for the event(s) shall be determined at the sole discretion of the City of Bethlehem Police Chief. The Police Chief may exercise his/her discretion and issue a determination at any time prior to or during the event(s) where the circumstances indicate the need for additional police presence. If it is determined by the City of Bethlehem Police Chief, in the Police Chief's sole discretion, that Roster Duty Police Officers are required for a particular event date or at a particular event location, Permittee shall accept the determination of the Police Chief without recourse, and must provide and pay for the required number of Roster Duty Police Officers to be present at all required times during such event on the event date or dates and at the location or locations in question. Payment for police services is an obligation of Permittee and shall be paid in accordance with Section 4 of this Agreement.

G. Public Safety.

No Public Safety Plan Required.

At least thirty (30) days before the event that is subject of this Agreement is scheduled to begin, Permittee must submit a Public Safety Plan (the "Plan") to City's Recreation Director, Fire Chief, Police Chief, EMS Director and Emergency Management Coordinator, which Plan addresses each item

on the attached Exhibit B. The Permittee's event shall not be held on City property unless written approval has been granted by City on or before the start date of the event to the Permittee's Plan.

No EMS Standby Required.

Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the event that is subject of this Agreement. Permittee shall pay to City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

Permittee shall consult with the City EMS Director to determine if EMS Standby services are warranted for each event date noted above. If it is determined by the EMS Director, in the EMS Director's sole discretion, that EMS Standby services are required for a particular event date, the Permittee shall pay for and arrange a City EMS crew and ambulance to provide service to the festival or special event. The Permittee shall pay to the City a standby rate for the EMS crew and ambulance. Said rate shall be the current established rate as set by the City and found in Article 1120 of the Codified Ordinances of the City of Bethlehem.

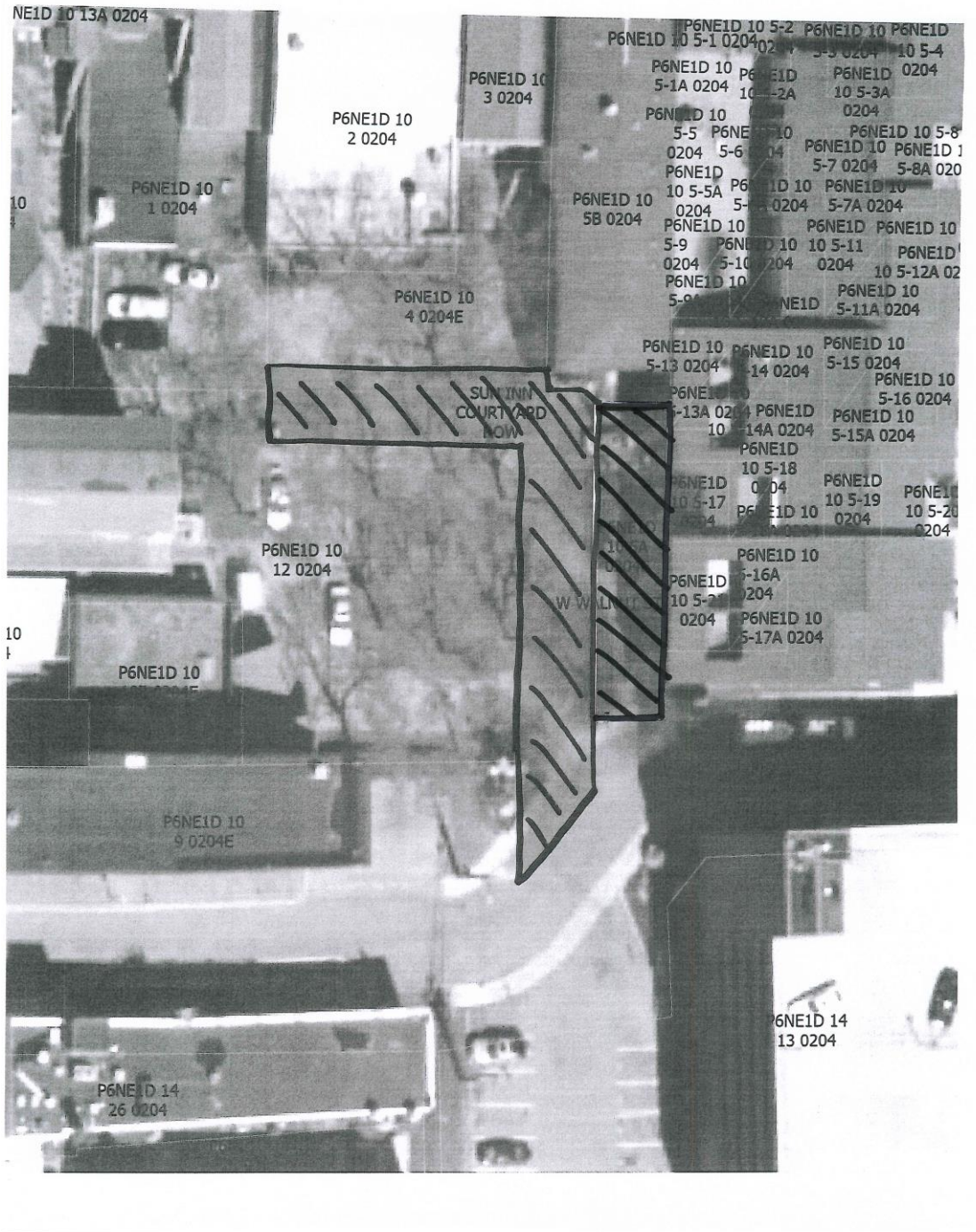
H. Miscellaneous. Permittee and City agree that the following additional terms and conditions will apply during the Term of this Agreement:

- (i) Co-Permitter with the City. By executing the accompanying Joinder Addendum, the Redevelopment Authority of the City of Bethlehem desires to join in this Agreement as a Co-Permitter with the City for the purpose of granting a Use Permit to the Permittee for the premises as described in Section A, Paragraph (2) of this Exhibit A (as defined above, the RDA Parcel), and for the event/purpose, dates, and duration described in Section B of this Exhibit A.
- (ii) For the purposes of Paragraphs 1, 2, 3, 5, 6, 11, 14, 17, 19, and 20 of this Agreement, and Section C of this Exhibit A, wherever there is a reference to City, it shall mean both the City and the Redevelopment Authority of the City of Bethlehem, and where any such Paragraphs reference the City as having exclusive decision-making authority, the same shall be interpreted as providing the Redevelopment Authority with exclusive decision-making authority only with respect to matters related solely to the RDA Parcel.
- (iii) For the purposes of Paragraph 12 and 13 of this Agreement, the defined term "Indemnitees" shall be interpreted as specifically including "the Redevelopment Authority and its directors, officers, employees, and agents."
- (iv) For the purposes of Paragraphs 19, 21, 22, 23, 24, 29, and 30 of this Agreement, wherever there is a reference to "a party" or "the parties," the same shall be interpreted to include the Redevelopment Authority.
- (v) The insurance requirements set forth in Section D of this Exhibit A are amended as follows:
  - a. In addition to the provisions of Paragraphs (i), (ii), and (iii), Permittee shall name the "Redevelopment Authority, its officers and employees" as additional insureds on all required insurance coverages.



**EXHIBIT MAP**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

Nevin Place right-of-way and W. Walnut Street parcel known as  
Tax Parcel Number P6NE1D-10-5A 0204E,  
both of which are adjacent to the Sun Inn Courtyard



**EXHIBIT MAP**  
**TO USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

Redevelopment Authority owned Parcel P6NE1D-10-4 0204E  
located in Sun Inn Courtyard, per Joinder Addendum





**JOINDER ADDENDUM TO  
USE PERMIT AGREEMENT FOR PUBLIC PROPERTY**

This Joinder Addendum dated as of \_\_\_\_\_, 2024, forms part of the Use Permit Agreement dated \_\_\_\_\_, 2024 (the "Agreement"), among CITY OF BETHLEHEM (the "City"), GREATER LEHIGH VALLEY CHAMBER OF COMMERCE, by and through its Downtown Bethlehem Association (the "Permittee"), and REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, 10 East Church Street, Bethlehem, Pennsylvania, 18018 (the "Joining Party"). Joining Party hereby acknowledges having received a copy of the Agreement and having read the Agreement in its entirety, and for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby agrees that all of the terms and conditions of the Agreement shall be binding upon Joining Party as a co-permittor with the City under the Agreement and such terms and conditions shall inure to the benefit of and be binding upon the Joining Party and its successors and permitted assigns.

City and Permittee shall attach this Joinder Addendum to the Agreement to reflect the acknowledgement and agreement of Joining Party and this Joinder Addendum shall be deemed a part of, and incorporated by reference in, the terms of the Agreement.

To the extent not covered in Exhibit A of the Agreement, Paragraph H, the City and Permittee hereby further agree that all of the terms and conditions of the Agreement shall be binding upon them for the benefit of and enforceable by the Joining Party as a third-party beneficiary to the Agreement.

IN WITNESS WHEREOF, City, Permittee, and Joining Party have executed this Joinder Addendum dated as of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

PERMITTEE:  
GREATER LEHIGH VALLEY CHAMBER OF  
COMMERCE, by and through its Downtown  
Bethlehem Association

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

ATTEST:

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

CITY:  
CITY OF BETHLEHEM

By: \_\_\_\_\_  
J. William Reynolds  
Mayor

ATTEST:

\_\_\_\_\_  
Secretary

JOINING PARTY:  
REDEVELOPMENT AUTHORITY OF THE  
CITY OF BETHLEHEM

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

## City of Bethlehem – Insurance Requirements Checklist for Use Permit Agreements

### Chamber/DBA – 2024 Christmas City Village

#### General Information

- The Permittee and any applicable Joining Party Subpermittees must be listed as the named insured on submitted COIs.
- The insurance coverages required to be provided pursuant to the Agreement shall be obtained, and maintained through the expiration of the Use Permit Agreement, at the sole expense of the party required to obtain such insurance coverage.

#### Applicable to Permittees – Required Coverages and Additional Insured Endorsement (see checked boxes)

##### Comprehensive General Liability (CGL) coverage:

- Limits of Liability – At least \$1,000,000.00 Each Occurrence and \$1,000,000 General Aggregate.
- Additional Insured Endorsement – “City of Bethlehem and its officers and employees” must be named as additional insured on the General Liability policy.

~~Liquor Liability Insurance – If Permittee has received a PLCB-issued Special Occasion Permit or other PLCB-issued permit or license to sell or serve alcohol at the permitted event, they must provide the following under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy:~~

- ~~Limits of Liability – At least \$1,000,000 per person and \$1,000,000 per occurrence or aggregate.~~
- ~~Additional Insured Endorsement – “City of Bethlehem and its officers and employees” must be named as additional insured on the Liquor Liability policy.~~

In addition to the above-noted requirements, the “Redevelopment Authority, its officers and employees” must also be named as additional insureds on the General Liability and Liquor Liability insurance policies.

#### ~~Applicable to Subpermittees – Required Coverages and Additional Insured Endorsement (see checked boxes)~~

~~Comprehensive General Liability (CGL) coverage (required per Vendor Application):~~

- ~~Limits of Liability – At least \$1,000,000.00 Each Occurrence and \$1,000,000 General Aggregate.~~
- ~~Additional Insured Endorsement – “City of Bethlehem and its officials and employees” must be named as additional insured on the General Liability policy.~~

~~Liquor Liability Insurance (required per Use Permit Agreement, Exhibit A, Sections D and E and related Joinder Addendum) – If Subpermittee has received a PLCB-issued permit or license to sell or serve alcohol at the permitted event, they must provide the following under a Liquor Liability Insurance Policy or a Special Event Liability Insurance Policy:~~

- ~~Limits of Liability – At least \$1,000,000 per person and \$1,000,000 per occurrence or aggregate.~~
- ~~Additional Insured Endorsement – “City of Bethlehem and its officials and employees” must be named as additional insured on the Liquor Liability policy.~~

#### Certificate Holder

The Certificate Holder designation must read as follows:

*City of Bethlehem  
Attn: Solicitor’s Office  
10 East Church Street  
Bethlehem, PA 18018*

#### Description of Operations

Under Description of Operations, it should read as follows:

*Event Description: 2024 Christmas City Village  
“City of Bethlehem, its officials and employees” and “Redevelopment Authority, its officers and employees” are included as Additional Insureds in accordance with the policy provisions of the General Liability and Liquor Liability policies when required by written contract.*

**COOPERATION AGREEMENT**  
**BY AND BETWEEN**  
**NATIONAL MUSEUM OF INDUSTRIAL HISTORY**  
**AND**  
**REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM**  
**FOR**  
**LOCAL SHARE ACCOUNT PROGRAM FUNDS – 2023 AWARD**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the STEELWORKERS VETERANS, MEMORIAL ASSOCIATION, INC., with its principal office located at 2563 S. Carbon St., Allentown, PA 18103 (hereinafter referred to as “SVMA”) and the REDEVELOPMENT AUTHORITY OF THE CITY OF BETHLEHEM, a stated incorporated government redevelopment authority with the powers vested by Pennsylvania Redevelopment Authority law, with its principal office located at 10 East Church Street, Bethlehem, PA 18018 (hereinafter referred to as “RDA”).

WHEREAS, Section 1403 of the Act of July 5, 2004 (P.L. 572, No. 71), known as the PA Race Horse Development and Gaming Act (the “Act”), as amended by the Act of November 1, 2006 (P.L. 1243, No. 135) and the Act of January 7, 2010 (P.L. \_\_\_\_, No. 1), authorizes the Commonwealth Financing Authority (hereinafter referred to as “CFA”) to make direct grants to the municipalities, counties, economic development authorities, redevelopment authorities and other eligible entities located within counties of the third class and counties of the fifth through eighth class for eligible activities based upon the category of licensed facility, the type of racetrack at the licensed facility, and the county classification; and

WHEREAS, the General Assembly of the Commonwealth of Pennsylvania has appropriated funds to the CFA to carry out the provisions of the Act through the Local Share Account Program (“LSA Program”);

WHEREAS, the RDA submitted a request to the Commonwealth requesting LSA Program funding, on behalf of SVMA to expand the Steelworkers Veterans Memorial (hereinafter referred to as “Project”) located at the Outdoor Demonstration and Artifact Park at the National Museum of Industrial History (NMIH) site, in the City of Bethlehem, County of Northampton, Pennsylvania; and

WHEREAS, the RDA was awarded a total of \$49,382 of LSA Program funding in support of the Project as detailed in the LSA Program funding request; and

WHEREAS, the RDA wishes to engage SVMA to manage the expansion of the Steelworkers Veterans Memorial to include all of the actions by the military from the Spanish American War to date; and

NOW, THEREFORE, it is agreed between the RDA and SVMA (hereinafter referred to as “Parties”) that for services and valuable consideration that:

**SECTION 1 – SCOPE OF SERVICE**

**A. ACTIVITIES**

**1. PROJECT DESCRIPTION**

The RDA will allocate \$49,382 from its LSA Program grant award to SVMA to be used for the expansion of the Steelworkers Veterans Memorial, located within the Outdoor Demonstration and Artifact Park at the NMIH site, to include all of the actions by the military from the Spanish American War to date (hereinafter referred to as “Project”) as detailed in the LSA funding request.

The LSA Program grant funds the RDA received have been designated to reimburse SVMA for costs associated with the expansion of this memorial by adding two (2) upright additions on either side of the current memorial as well as adding a phrase to the bottom of the memorial site.

## **2. ELIGIBLE COSTS**

SVMA will be responsible for managing and providing oversight to the expansion of the Steelworkers Veterans Memorial. The funds allocated to SVMA for this project under this agreement will reimburse SVMA for the following eligible costs:

- a. Installing two (2) additional panels, measuring approximately 4-1/2' by 6-1/2', on either side of the existing memorial to incorporate recognition for those actions by the military from the Spanish American War to date;
- b. Purchase and mount the phrase "All gave some, some gave all" to the concrete base of the memorial;
- c. Permits and Inspections as may be required by project;
- d. Reimbursement of fees incurred by the RDA applicable to the Project, not to exceed 3% of award amount; and
- e. Contingency costs as may be required by the project, not to exceed 5% of the award amount.

## **3. PROJECT RESPONSIBILITIES**

Under this Agreement, SVMA will assume all responsibilities for the pre-construction and construction aspects of the Project and the RDA will assume all responsibilities for the financial aspects of the grant funds. Together the Parties will ensure compliance to the Commonwealth requirements, as detailed in the grant contract, as applicable to each Party. Responsibility details for each party are as follows:

SVMA will provide the following duties as part of this Cooperation Agreement:

- a. Prepare all work specifications at SVMA and/or in consultation with professional service providers as may be necessary;
- b. Execute bidding process in accordance with public bidding requirements, including copies of advertisement and bid tabulation;
- c. Enter into Construction Contracts and ensure contractor compliance with all permit, insurance and bonding requirements;
- d. Manage expansion process of Steelworkers Veterans Memorial, located at the Outdoor Demonstration and Artifact Yard at the NMIH site;
- e. Process invoices from Construction Contracts and pay contractors for acceptable work done with either incremental or full payments as deemed appropriate;
- f. Submit requests for reimbursement to RDA for construction costs. Such requests must include copies of invoices, complete AIA certification for payment forms, receipts, canceled checks and other documentation as may be required;
- g. Cooperatively work with RDA on an as-needed basis when monitoring and/or audit of funds occurs, including access to Project files as may be needed; and
- h. Maintain all records pertaining to project for a minimum of five (5) years from the grant close-out date as provided to SVMA by the RDA. In the event there are unresolved issues, maintaining the records until all pending matters are resolved will be required or for the five (5) years, whichever is longer.

RDA will provide the following duties as part of this Cooperation Agreement:

- a. Monitor status of work specification, bidding process, pre-construction and construction aspects of Project;
- b. Process reimbursement requests, including verification of receipt of all supporting documentation, to ensure timely payment to SVMA;
- c. Comply with all reporting requirements as detailed in the grant contract;
- d. Comply with all grant close-out requirements as detailed in the grant contract; and
- e. Maintain all financial, construction, and other documents as may be applicable for a minimum of five (5) years from the grant close-out date. In the event there are any unresolved issues, maintaining the

records until all pending matters are resolved will be required or for the five (5) years, whichever is longer.

**B. STAFFING**

Any changes to the Key Personnel assigned, or to their general responsibilities, under this project require notification to the other party. Such notification should be made to the RDA and/or SVMA at their principal business location as indicated on page 1 of this Agreement.

**C. PROJECT MONITORING**

SVMA will conduct progress inspections of work completed to ensure compliance to the terms of the LSA Program Grant Contract as well as to protect its interests as a project manager. SVMA will provide information to the RDA regarding progress inspections.

While compliance to the terms of the LSA Program Grant Contract are the responsibility of the RDA, SVMA agrees to cooperate with the RDA regarding Project specific compliance matters as well as by providing access to records in the event of any grant monitoring or auditing involving this Project and these grant funds.

**SECTION 2 – TIME OF PERFORMANCE**

Services by SVMA under this agreement shall start as of the CFA approval date of May 21, 2024, with the Project completed and all funds expended no later than June 30, 2027. The term of this Agreement and the provisions herein may not be extended beyond the terms of the LSA Grant Contract.

Timely performance of the work specified in this agreement is an integral and essential part of performance. The expenditure of these funds is subject to the guidelines provided in the LSA Program Grant Contract between the RDA and the Commonwealth of Pennsylvania. By acceptance and execution of this Agreement, it is understood and agreed by SVMA that the Project will be completed as expeditiously as possible and that SVMA will make every effort to ensure that the project funds will be spent as efficiently as possible.

In the event SVMA is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the RDA and other governmental authorities having jurisdiction over the Project, or any other delays that are not caused by SVMA, the RDA may be authorized to grant a reasonable extension of time for completion of project. Any extension of time beyond the June 30, 2027 grant activity date per the LSA Program Grant Contract will require the review, evaluation and approval of the CFA of the Commonwealth of Pennsylvania.

It shall be the responsibility of SVMA to notify the RDA promptly in writing whenever a delay is anticipated or experienced, and to inform the RDA of all facts and details related to the delay.

**SECTION 3 – SCOPE OF WORK**

Costs eligible for reimbursement under this LSA Program include: Purchase and installation of two (2) additional uprights, measuring approximately 4-1/2' by 6-1/2', on either side of the current existing memorial; Purchase and mounting of letters to the bottom of the memorial to include a phrase referencing actions of the veterans who served from the Spanish American War and forward to date; as well as any Construction Contingency costs, and other costs as may be required as part of this Project.

SVMA will ensure the expansion is done in compliance with all applicable construction requirements. The RDA will reimburse SVMA for Project costs upon receipt of such request which are accompanied by supporting receipts, invoices, and copies of canceled checks having paid such costs. The SVMA will administer the payment for this work to ensure compliance with the terms of the LSA Program grant funding contract.

#### **SECTION 4 – REIMBURSEMENT OF EXPENSES**

SVMA shall request reimbursement from the RDA for approved costs of the project. All such costs, including activities contributed by the SVMA or others and charged to the project account, shall be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

- A. SVMA shall submit a request for reimbursement for eligible expenses incurred no more frequently than monthly. All payment requests shall be submitted to the RDA via email ([HBambu@bethlehem-pa.gov](mailto:HBambu@bethlehem-pa.gov)) or regular mail at the business address indicated on Page 1 of this Agreement.
- B. SVMA shall provide documentation of Project eligible costs paid, including invoices and/or complete AIA certification for payment forms, receipts, and copies of canceled checks showing payment of such costs.
- C. Approval of any request for reimbursement is conditional upon the submission of all required documentation, inspection and approval of work performed, including but not limited to progress reports as may be required by the RDA.
- D. The RDA shall review all requests for reimbursement and as long as each request conforms to the terms and intent of this Agreement, the RDA shall reimburse funds in a timely manner.

#### **SECTION 5 – PROJECT REQUIREMENTS**

SVMA agrees to comply with all requirements, applicable to the Project, as indicated within the LSA Program Grant Contract between the RDA and the Commonwealth. These requirements include, but are not limited to the following:

- A. Eligible uses of the LSA Program grant funds include: Purchase and installation of two (2) additional uprights, measuring approximately 4-1/2' by 6-1/2', on either side of the current existing memorial; Purchase and mounting of letters to the bottom of the memorial to include a phrase referencing actions of the veterans who served from the Spanish American War and forward to date; as well as any Construction Contingency costs, and other costs as may be required as part of this Project.
- B. Any Project costs incurred by SVMA outside the scope of eligible uses may not qualify for reimbursement per the LSA Program grant funds. SVMA should contact the RDA prior to incurring such costs to determine reimbursement eligibility. If such approval is not received prior to incurring such costs, the RDA reserves the right not to reimburse SVMA.
- C. Evidence of public bidding, including copies of advertisement and bid tabulation is required. Compliance with all applicable federal, state, and local laws and regulations dealing with bidding and procurement is required.
- D. Copies of all executed contracts pertaining to the Project. All contracts must contain the nondiscrimination / sexual harassment provision, a certificate of insurance, and a performance bond and payment schedule.

If the nondiscrimination / sexual harassment provision is not incorporated into a contract, a copy of the Nondiscrimination / Sexual Harassment Clause must be executed and provided to the RDA with all other required documentation. A copy of this provision will be provided to SVMA for use in such situations.

- E. Prevailing wage requirements are applicable as this Project is a project for public work to which a public body is a party and contains a provision that the prevailing wage rate to be paid to workmen in the performance of the contract.
- F. Provide public liability, property damage and workmen's compensation, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds of this grant.

SVMA agrees to maintain such insurance and to name the CFA on such policies. SVMA further agrees to notify the RDA, who in turn will notify the CFA, of any change or cancelation of such insurance policies.

- G. Complete copies of AIA certification forms and/or invoices verifying costs for construction are required for all reimbursement requests for such costs.
- H. SVNA and/or RDA may not authorize any substantial change to an approved Project without first obtaining the consent of the CFA in writing. Should such a change be desired by SVMA, the request should be provided to the RDA who will forward for consent from the CFA.

## **SECTION 6 – DEFAULT AND REPAYMENT OF FUNDS**

The SVMA agrees that it will use the funds granted hereunder, or as much as may be necessary, to carry out the aforesaid project in accordance with the terms of this Agreement. All LSA Program grant funds are subject to repayment in the event the Project does not meet the Project Requirements as detailed in Section 5 and within the context of this Agreement.

If after all or any part of the funds has been paid to SVMA and SVMA shall fail to carry out the activities, SVMA shall repay the RDA the funds theretofore paid. In such event, the RDA will provide notice to SVMA of such default. If SVMA fails to cure such default within the timeframe indicated in default notice, the RDA reserves the right to terminate or cancel the Agreement.

In the event of such termination, funds awarded to SVMA, pursuant to this Agreement, shall be immediately revoked and any approvals related to the Project shall immediately be deemed revoked and canceled. Repayment of all or a portion of the funds granted herein shall be made to the RDA and shall include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted to them. Said repayment will be in the form of a check, payable to the “Commonwealth of Pennsylvania” and forwarded to the RDA who in turn will forward said repayment to the Commonwealth.

If SVMA does not use all or a portion of the funds paid under the terms of this Agreement for purposes of and in accordance with this Agreement, SVMA shall be liable to the RDA for the amount of funds unused or improperly used and shall return said funds to the RDA.

Any such termination, as detailed in this Section, shall not affect or terminate any of the rights of the RDA as against SVMA then existing, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the RDA under the law and the note and mortgage, including but not limited to compelling SVMA to complete the Project in accordance with the terms of this Agreement, in a court of equity.

## **SECTION 7 – BIDDING REQUIREMENTS**

Since the RDA is a political subdivision, compliance to the open and competition bidding procedures, as established by law, is required for a project funded with LSA Program grant funds. As a result, SVMA, as a party to this Cooperation Agreement, is required to comply with the open and competition bidding procedures as established by law pertaining to this Project.

The RDA will require SVMA to submit proof of compliance with said bidding requirements. Failure by SVMA to provide such proof may result in the termination of the funds allocated through this Agreement and/or repayment of any funds disbursed to SVMA to the time of such noncompliance.

## **SECTION 8 – PROGRESS REPORTS**

According to the LSA Program Grant Contract, the RDA is required to furnish to the Commonwealth progress reports as the Commonwealth may require from time to time including, but not limited to, status reports of the Project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and any and all other information as may be pertinent to the funding received. In addition, the Commonwealth, or its representatives, has the right to make reasonable inspections to monitor the RDA performance under the LSA Program grant funds.

As a party to this Cooperation Agreement, SVMA agrees to comply with such requests for progress reports from the RDA to satisfy requests from the Commonwealth. In the event the RDA determines SVMA has not furnished such reports as requested, the RDA will give written notice to SVMA. If such information continues to not be provided, the RDA reserves the right to suspend reimbursements under this Agreement until such required reports and/or information is submitted to the RDA.

## **SECTION 9 – DOCUMENTATION AND RECORDKEEPING**

### **A. RECORDS TO BE MAINTAINED**

SVMA shall maintain all records pertinent to the activities to be funded under this Agreement. Such records should include, but are not limited to:

1. Records providing full details of Project scope and work specifications;
2. Records required to document compliance with an open and competitive bidding process;
3. Construction Contract documentation;
4. Records documenting compliance with insurance, bonding, prevailing wage and other construction pertinent regulations for property renovations;
5. Records documenting compliance by SVMA and all contractors for the Project with Commonwealth Nondisclosure/Sexual Harassment provision as detailed in this Agreement;
6. Financial records as required for issuing payments for construction services including AIA certifications; and
7. Other records as may be necessary to document compliance with terms as detailed in this Agreement.

### **B. RETENTION**

SVMA shall retain all construction records, financial records, supporting documentation, and all other records pertinent to this Agreement for a minimum period of five (5) years from the grant close-out date. The Project retention period begins on the date of the Agreement with records required to be retained until the expiration of the five (5) years from the grant close-out date as provided to SVMA by the RDA.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the action and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

### **C. CLOSE-OUT**

SVMA's obligation to the RDA shall not end until all close-out requirements are completed. Activities during this close-out period may include providing reports and other documentation to the RDA as may be required per the Commonwealth and the LSA Program Grant Contract. After this process has been completed and the grant is considered closed by the Commonwealth, the RDA will notify SVMA and the Project minimum five (5) year retention period can begin.

### **D. AUDITS AND INSPECTIONS**

All SVMA records with respect to any matters covered in this Agreement shall be made available to the RDA, their independent auditors, LSA Program representatives, or any other authorized representatives at any time during normal business hours as often as deemed necessary to audit, examine, and make excerpts or transcripts



of all relevant data. Any deficiencies noted in audit reports, and applicable to SVMA services as contained in this Agreement, must be fully cleared by SVMA within 30-days after receipt by SVMA. Failure of SVMA to comply may constitute a violation of this contract and may result in the withholding of future reimbursements, should any remain.

## **SECTION 10 – INSPECTION, MONITORING AND ACCESS TO RECORDS**

The RDA reserves the right to inspect, monitor, and observe work and services performed by SVMA at any and all reasonable times.

The RDA reserves the right to review and/or audit the records of SVMA any time during the performance of this Agreement and for a period of five (5) years after the grant close-out date under this Agreement.

If required, SVMA will provide the RDA with a certified audit of SVMA’s records, representing the fiscal year during which the Project becomes complete and the final payment is made to SVMA from the RDA.

Access should immediately be granted to the RDA, their independent auditors, or any other authorized representative of the RDA to any books, documents, papers, and records of SVMA, which are directly pertinent to this Project contained in this Agreement for the purpose of making audit, examination, excerpts and transcripts.

## **SECTION 11 – COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

Because SVMA is providing the coordination and management of this Project, all compliance issues addressed in Section 11 of this Cooperation Agreement also require compliance by any and all subgrantee, contractor, subcontractor, or any person acting on their behalf who are providing services for the Project as detailed in this Cooperation Agreement. As a result, the phrase “*other Project contractors*” has been adopted within Section 11 of this agreement to collectively refer to any subgrantees, contractors, subcontractors, or any other persons acting on their behalf as part of this Project.

Per requirements of the Commonwealth of Pennsylvania as part of the LSA Program Grant Contract, the following apply to the RDA, SVMA and all other Project contractors as detailed within this Cooperation Agreement between the RDA and SVMA.

### **A. COMPLIANCE WITH STATE STATUTES AND REGULATIONS**

The RDA agrees to comply with all applicable state statutes and regulations. As a partner to this Cooperation Agreement, SVMA agrees to also comply with all applicable state statutes and regulations and will ensure all Contractors and Subcontractors comply as well.

### **NONDISCRIMINATION / SEXUAL HARASSMENT PROVISIONS**

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the LSA Program Grant Contract, the Cooperation Agreement, or any subgrant agreement, contract, or subcontract, the RDA, and SVMA as a party of this Cooperation Agreement, as well as all other Project contractors shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The RDA, SVMA as a party to this Cooperation Agreement, as well as all other Project contractors shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

3. Neither the RDA, nor SVMA as a party to this Cooperation Agreement, nor any other Project contractors shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the LSA Program Grant Contract, this Cooperation Agreement, or any other contract pertaining to work being done as part the Project detailed in this Cooperation Agreement.
4. Neither the RDA, nor SVMA as a party to this Cooperation Agreement, nor any other Project contractor shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The RDA, SVMA as a party to this Cooperation Agreement, as well as all other Project contractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees, in writing, of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination / Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The RDA, SVMA as a party to this Cooperation Agreement, as well as all other Project contractors shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work which relates to the LSA Program Grant Contract, this Cooperation Agreement, and any other contract pertaining to Project work done as detailed in this Cooperation Agreement.
7. The RDA, SVMA as a party to this Cooperation Agreement, as well as all other Project contractors represent that they are presently in compliance and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The RDA, SVMA, as well as all other Project contractors will further represent that they have filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employees that have federal government contractors or first-tier subcontractors and have 50 or more employees. The RDA, SVMA, as well as all other Project contractors shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provision of this Nondiscrimination / Sexual Harassment Clause.
8. The RDA, SVMA as a party to this Cooperation Agreement, as well as all other Project contractors shall include the provisions of this Nondiscrimination / Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The RDA's, SVMA's as a party to this Cooperation Agreement, as well as all other Project contractors' obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the RDA, SVMA as a party of this Cooperation Agreement, as well as all other Project contractors shall have an obligation to inform the Commonwealth if, at any time during the term of the LSA Program Grant Contract, this Cooperation Agreement, and/or any other contract pertaining to work being done as part the Project detailed in this Cooperation Agreement becomes aware of any actions or occurrences that would result in violation of these provisions.

10. The Commonwealth may cancel or terminate the LSA Program Grant Contract and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination / Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors in the Contractor Responsibility File.

## **B. COMPLIANCE WITH STATE CONTRACTOR RESPONSIBILITY PROGRAM**

For the purpose of these provisions, the Commonwealth defines the term Contractor as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or subgrantee, who has furnished or seeks to furnish goods, supplies, services or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the Commonwealth, or with a person under contract, subcontract, grant or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. Within this Cooperation Agreement, the Contractor includes the SVMA, as a party to this Cooperation Agreement, as well as all other Project contractors.

1. The Contractor must certify in writing, for itself and all its subcontractors that as of the date of the LSA Program Grant Contract, that neither the Contractor, nor any subcontractors or suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority. If the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.
2. The Contractor must certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the LSA Program grant through the termination date thereof. Accordingly, the Contractor has an obligation to inform the RDA if, at any time during the term of the LSA Program grant it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification to the RDA shall be made within 15 days of the date of suspension or debarment and the RDA will forward such notification to the Commonwealth.
4. The failure of the Contractor to notify the RDA of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of this Cooperation Agreement as it constitutes a default of the LSA Program Grant Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the RDA and/or Contractor and the Commonwealth, which results in the suspension or debarment of the RDA and/or Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The RDA and/or Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at [http://www.dgsweb.state.pa.us/DebarmentList\\_portlet/](http://www.dgsweb.state.pa.us/DebarmentList_portlet/) or by contacting the: Department of General Services; Office of Chief Counsel; 603 North Office Building; Harrisburg, PA 17125; Telephone Number: (717) 783-6472; Fax Number: (717) 787-9138.

## **C. COMPLIANCE WITH OFFSET PROVISION FOR COMMONWEALTH GRANTS**

As this Cooperation Agreement establishes a reimbursement process between the RDA and SVMA for eligible costs, the SVMA agree that the RDA may set off any reimbursement amount by any state tax liability or other debt of the SVMA or any other Project contractors that is owed to the Commonwealth and is not being

contested on appeal, against any payments due to the SVMA under this Cooperation Agreement with the RDA. Such withheld amount will be transmitted by the RDA to the Commonwealth as payment for such owed tax liability.

#### **D. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the RDA, and SVMA as a party to this Cooperation Agreement, understand and agree that no individual with a disability shall, on the basis of the disability, be excluded from participation in activities included within the parameters of the LSA Program grant, including the Project detailed in this Cooperation Agreement.

As a condition of accepting and executing the LSA Program grant, and as a party of this Cooperation Agreement, the RDA, SVMA, as a party to this Cooperation Agreement, as well as any other Project contractors agree to comply with the “General Prohibitions Against Discrimination,” 28 D.F.R. §35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside contractors.

The RDA, and SVMA as a party to this Cooperation Agreement, shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of RDA and/or SVMA failure to comply with the provisions of the above paragraph.

Compliance with The Americans with Disabilities Act also applied to all other Project contracts as may be involved with this Project and with which SVMA will contract with for the Project scope of work.

#### **E. COMPLIANCE WITH ANTI-POLLUTION REGULATIONS**

The RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors agree that in the performance of their obligations under the LSA Program grant, including the Project detailed in this Cooperation Agreement, shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

#### **F. CONTRACTOR INTEGRITY PROVISIONS**

1. The RDA and SVMA, as a party to this Cooperation Agreement, as well as any other Project contractors shall maintain the highest standards of honesty and integrity during the performance of the projects included in the LSA Program Grant Contract as well as this Cooperation Agreement, shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to the RDA, SVMA or that govern contractor or procurement with the Commonwealth.
2. The RDA and SVMA, as a party to this Cooperation Agreement, as well as any other Project contractors shall establish and implement a written business integrity policy which includes, at a minimum, the requirements of these provisions as they relate to activities of the RDA, SVMA as well as well as any other Project contractors within the Commonwealth and Commonwealth employers and which are made known to all employees of the RDA, SVMA as well as all other Project contractors. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or new where the contract services are performed shall satisfy this requirement.
3. The RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors, affiliates, agents, employees or any person on their behalf, and another in privity with the RDA and/or SVMA shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania,

statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under the LSA Program Grant Contract, this Cooperation Agreement, as well as any other contracts pertaining to work done as part of it.

4. The RDA shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to the RDA financial interest prior to the execution of the LSA Program Grant Contract. The RDA shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than submission of the Agreement signed by the RDA.

In addition, SVMA, as a party to this Cooperation Agreement, as well as any other Project contractors shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the RDA in writing. The RDA will transmit such disclosure to the Commonwealth and request Commonwealth consent to the financial interest prior to the execution of the Cooperation Agreement or any other contract pertaining to work done as part of it. SVMA as well as any other Project contractor shall disclose the financial interest to the RDA at the time of bid proposal or proposal submission. The RDA will in turn disclose such financial information to the Commonwealth. If no bids or proposals are solicited, disclosure of the financial interest will be provided no later than submission of the Cooperation Agreement or any other contract pertaining to work done as part of the Project detailed within it. All such notifications will be done prior to any such agreement or contract being signed by the applicable party.

5. The RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors shall certify that to the best of their individual knowledge and belief that within the last five (5) years they, or a related party thereto, have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

If the RDA cannot certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the RDA. If SVMA, or any other Project contractor, cannot certify to the above, then they must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made to the RDA. The RDA in turn will forward such documentation to the Commonwealth to determine whether a contract may be entered into with SVMA or other applicable parties. The obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof.

Accordingly, the RDA shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the LSA Program Grant Contract it becomes aware of any event which would cause the certification or any explanation to change. In addition, SVMA, or any other Project contractor shall have an obligation to immediately notify the RDA in writing if at any time during the term of the Cooperation Agreement it becomes aware of any event which would cause the certification or any explanation to change.

The RDA acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual

circumstances or were false or should have been known to be false when entering into the LSA Program Grant Contract.

6. The RDA, and SVMA as a party to this Cooperation Agreement, as well as any other Project contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If the Local Share Account Program Grant Contract was awarded on a Non-bid Basis, all parties must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When the RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions have occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, the RDA shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing. In cases involving SVMA or any other Project contractor notification should be made to the RDA who will immediately notify the Commonwealth contracting officer of the Office of the State Inspector General in writing.
8. The RDA, by execution of the LSA Program Grant Contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provision in connection with the submission of the bid or proposal during any contract negotiations or during the term of the LSA Program Grant Contract, to include any extensions thereof. The RDA shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of the Contractor Integrity Provision. The RDA agree to reimburse the Commonwealth for the reasonable costs of investigation incurred by the State Inspector General for investigations or the Contractor's compliance with the terms of this or any other agreement between the RDA and the Commonwealth that results in the suspension or debarment of the RDA. The RDA shall not be responsible for investigative costs for investigations that do not result in suspension or debarment.

SVMA, as a party to this Cooperation Agreement, and through its submission of any bills, invoices or requests for payment pursuant to the LSA Program grant funds, certifies and represents that it has not violated any of these Contractor Integrity Provision in connection with the submission of the bid or proposal during any contract negotiations or during the term of the LSA Program Grant Contract, to include any extensions thereof. All submissions of bills, invoices or requests for payment from these LSA Program grant funds will be made to the RDA and the RDA shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of the Contractor Integrity Provision by SVMA or any other Project contractors involved with the work being done as part of the Project. SVMA agrees to reimburse the RDA, who will in turn reimburse the Commonwealth, for the reasonable costs of investigation incurred by the State Inspector General for investigations or the Contractor's compliance with the terms of the Project detailed in this Cooperation Agreement for which LSA Program grant funds were attributed, which may result in the suspension or debarment by the Commonwealth. SVMA shall not be responsible for investigative costs for investigations pertaining to this Project that do not result in suspension or debarment or for any investigations pertaining to activities funded through the LSA Program award to the RDA but are outside the scope of the Project detailed in this Cooperation Agreement.

9. As a recipient of LSA Program grant funds for the Project detailed in this Agreement, SVMA and any other Project contractor acknowledge and agree to cooperate with the following Contractor Integrity Provision requirement per the LSA Program Grant Contract between the RDA and Commonwealth of Pennsylvania and in which the term "Contractor" references the RDA:

Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection

or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. *Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision.* The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

As indicated within Contractor Integrity Provision, this paragraph is required to be incorporated into any and all agreements, contracts, and subcontracts pertaining to this Project for which LSA Program grant funds are used.

10. For violation of any of the Contractor Integrity Provisions, the Commonwealth may terminate the LSA Program grant funds and any other contract with the RDA, claim liquidated damages in an amount equal to the value of anything received in breach of the Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the RDA from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulations, or otherwise.

SVMA, as a party to this Cooperation Agreement, understands that any violation by SVMA and/or any other Project contractor of any of the Contractor Integrity Provisions that result in the Commonwealth terminating the LSA Program grant funds with the RDA will result in the RDA terminating the Cooperation Agreement between the RDA and SVMA for this Project, claim liquidated damages in an amount equal to the value of anything received in breach of the Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend SVMA, and/or any other Project contractor, from doing business with the RDA which involve the use of funding from the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulations or otherwise.

#### **G. COMPLIANCE WITH PROHIBITION OF ILLEGAL ALIEN LABOR ON ASSISTED PROJECTS ACT**

1. Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania. This applies to the LSA Program grant funds provided within this Cooperation Agreement between the RDA and SVMA.
2. In the event that the RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor:
  - a. Knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by the LSA Program grant funds issued by the Commonwealth of Pennsylvania, for Project work detailed in this Cooperation Agreement, or for any other contract pertaining to work done as part of the Project detailed in this Cooperation Agreement; and
  - b. The RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on such activities funded in whole or in part by the LSA Program grant funds issued by the Commonwealth of Pennsylvania, for Project work detailed in this Cooperation Agreement, or for any other contract pertaining to work done as part of the Project detailed in this Cooperation Agreement.

The RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor shall:

- a. Repay to the RDA all funds received as part of this Cooperation Agreement who in turn will repay the Commonwealth for any funds received as part of the LSA Program Grant Contract; and
- b. Be ineligible to apply for any funds provided to the RDA from the Commonwealth for a period of two (2) years as a direct recipient of funds from the Commonwealth or as a grantee from a party awarded such funds from the Commonwealth

## **H. RIGHT TO KNOW LAW PROVISIONS**

1. The RDA, SVMA as a party to this Cooperation Agreement, and all other Project contractors understand that the LSA Program Grant Contract and records related to these funds or arising out of these funds are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of this provision, the CFA will represent the Commonwealth in matters of RTKL.
2. If the CFA needs the RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor’s assistance in any matter arising out of the RTKL related to the LSA Program Grant Contract and/ or out of this Cooperation Agreement, it shall notify the RDA, SVMA as a party to this Cooperation Agreement, as well as any other Project contractors as may be applicable for such request. Notification will be made using the legal contact information provided in the LSA Program Grant Contract, within the Cooperation Agreement, or within any other contract pertaining to work done as part of it. The RDA, SVMA, or any other Project contractors, at any time may designate a different contact for such purposes upon reasonable prior written notice to the CFA.
3. Upon written notification from the CFA that it requires the RDA assistance in responding to a request under the RTKL for information related to the LSA Program Grant Contract that may be in the RDA, SVMA as a party to this Cooperation Agreement, or any other Project contractor, possession, constituting, or alleged to constitute a public record in accordance with the RTKL Requested Information, the RDA shall:
  - a. Provide the CFA, within ten (10) calendar days after receipt of written notification access to, and copies of, any document or information in the RDA, SVMA, or other Project contractor possession arising out of the LSA Program Grant Contract that the CFA reasonably believes is Requested Information any may be a public record under the RTKL; and
  - b. Provide such other assistance as the CFA may reasonably request in order to comply with the RTKL with respect to the LSA Program Grant Contract.
4. If the RDA or SVMA, as a party to this Cooperation Agreement, considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined in the RTKL, or other information that the RDA and/or SVMA consider exempt from production under the RTKL, the RDA or SVMA must notify the CFA and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the RDA and/or SVMA explaining why the requested material is exempt from public disclosure under the RTKL. For those requests involving information maintained by SVMA, or from any of the other Project contractors, the RDA will transmit the necessary documents to the CFA upon receipt from SVMA due to the RDA being the recipient of the LSA Program grant funds from the Commonwealth.
5. The CFA will rely upon the written statement from the RDA or SVMA, as a party to this Cooperation Agreement, in denying a RTKL request for the Requested Information unless the CFA determines that the Requested Information is clearly not protected from disclosure Information under the RTKL. Should the CFA determine that the Requested Information is clearly not exempt from disclosure, the RDA and/or SVMA shall provide the Requested Information within five (5) business days or receipt of the notification of the CFA’s determination. In such cases, the RDA will collect all information which may be required to be provided by SVMA, including anything applicable to any other Project contractors, and transmit all Requested Information to the CFA.



6. If the RDA or SVMA fail to provide the Requested Information within the time period required by these provisions, the RDA or SVMA shall indemnify and hold the CFA harmless for any damages, penalties, costs, detriment or harm that the CFA may incur as a result of the RDA's or SVMA's failure, including any statutory damages assessed against the CFA.
7. The CAF will reimburse the RDA and/or SVMA for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
8. The RDA and/or SVMA may file a legal challenge to any CFA decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the RDA and/or SVMA shall indemnify the CFA for any legal expenses incurred by the CFA as a result of such a challenge and shall hold the CFA harmless of any damages, penalties, costs, detriment or harm that the CFA may incur as a result of the RDA's and/or SVMA's failure, including any statutory damages assessed against the CFA, regardless of the outcome of such legal challenge. As between the parties, the RDA and/or SVMA agree to waive all rights or remedies that may be available to it as a result of the CFA disclosure of Requested Information pursuant to the RTKL.
9. The RDA and/or SVMA's duties relating to the RTKL are continuing duties that survive the expiration of the LSA Program Grant Contract and this Cooperation Agreement and shall continue as long as the RDA and/or SVMA have Requested Information in its possession.

## **SECTION 12 – CONFLICT OF INTEREST PROVISION**

SVMA warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. SVMA further warrants and covenants that in the performance of this contract, no person having such interest shall be employed or contracted to do Project work as detailed in this Agreement.

No employee, agent, consultant, officer, or elected official or appointed official of the RDA, which are receiving the LSA Program grant funds who exercise or have exercised any functions or responsibilities with respect to activities associated with the LSA Program grant funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or financial benefit from a LSA Program grant activity, or the proceeds from such activity or project, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

No owner, developer or sponsor of a project assisted with LSA Program grant funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer or sponsor or immediate family member of an officer, employee agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit may occupy a LSA Program funded renovated unit.

In addition, no member of the Commonwealth of Pennsylvania, the CFA, or official or employee of the RDA or SVMA who exercises or has exercised any functions or responsibilities with respect to activities assisted with LSA Program grant funds or who is in a position to participate in a decision-making process or gain inside information with regard to these activities shall be permitted to receive or share any financial or unit benefits arising from the LSA Program funded Project.

Prior to the implementation of this LSA Program assisted Project, exceptions to this provision may be requested by SVMA in writing to the RDA. Exceptions will be made on a case-by-case basis and may require consultation and authorization from the Commonwealth of Pennsylvania, CFA as the provider of the LSA Program grant funds.

### **SECTION 13 – SUSPENSION AND TERMINATION**

The RDA may terminate this Agreement with SVMA based upon a default by SVMA on any of the following grounds:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein or such statutes, regulations, executive orders and LSA Program guidelines, policies and requirements as may be applicable at any time;
- B. Failure of SVMA to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds as provided under this Agreement; and/or
- D. Submission by SVMA to the RDA reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the RDA or SVMA, in whole or in part, by setting forth the reason for such termination, the effective date, and, in the case of a partial termination the portion to be terminated. However, if in the case of partial termination, the RDA determines the remaining portion of the award will not accomplish the purpose for which the award was provided, the RDA may terminate the award in its entirety.

In the event that the Commonwealth of Pennsylvania terminates the LSA Program grant funding, in whole or in part, this Cooperation Agreement will also be terminated, in whole or in part. The reason for such termination will be communicated to SVMA as will the effective date and in the case of a partial termination the portion to be terminated.

### **SECTION 14 – BREACH OF AGREEMENT**

In the event of a breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the RDA at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further disbursement of funds pursuant to this Agreement until the breach is cured.

### **SECTION 15 – ENTIRE AGREEMENT**

This Agreement, when signed by all parties hereto, constitutes the full and complete understanding and agreement of the parties of its express terms as provided within. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the RDA and SVMA with respect to this Agreement.

### **SECTION 16 – AMENDMENTS AND MODIFICATIONS**

The Parties may manually amend this Agreement at any time provided that such amendments makes specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the RDA or SVMA from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The RDA may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or the schedule of the activities to be undertaken as part of this Agreement, such modifications will only be incorporated by written amendment signed by both the RDA and SVMA.

If any changes involve a modification to a requirement of the LSA Program Grant Contract, the RDA will consult the Commonwealth for their review, consideration and approval.

### **SECTION 17 – SEVERABILITY**

Should any section of any part of any Section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or part of any Section of this Agreement.

### **SECTION 18 – SECTION HEADINGS AND SUBHEADINGS**

The section headings and subsection headings contained in this Agreement are included for convenience only and should not limit or otherwise affect the terms of this Agreement.

### **SECTION 19 – WAIVER**

The RDA's failure to act with respect to a breach by SVMA does not waive its rights to act with respect to subsequent or similar breaches. The failure of the RDA to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### **SECTION 20 – JURISDICTION**

This Agreement shall be enforced by, governed by, and interpreted under the laws of the Commonwealth of Pennsylvania, and/or the District Court for the Eastern District of Pennsylvania, as applicable, without concern for the rules governing conflict of law.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**ATTEST:**

**REDEVELOPMENT AUTHORITY OF  
THE CITY OF BETHLEHEM**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**STEELWORKERS VETERANS  
MEMORIAL ASSOCIATION, INC. (SVMA)**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*PROPOSAL FOR EXISTING CONDITIONS SURVEY  
& SCHEMATIC DESIGN SERVICES*

*October 14th, 2024*

**Bethlehem RDA**

City of Bethlehem  
10 East Church Street

Heather M. Bambu-Weiss  
HBambu@bethlehem-pa.gov  
610.997.7635

Hi Heather,

Please find our anticipated scope, schedule and fee outlined below. In order to meet the October 29th deadline, we would need to start right away. Please let me know when we can schedule the walk-through, and if you have any questions about the following terms. Thank you.

I look forward to hearing from you soon!

Sincerely,



**Elliot Nolter**, RA CPHC  
*architect / owner*  
**East Spruce** *design / build*



## SCOPE

Below you will find a description of the general scope of work for architectural services up to and including schematic design floor plans of the property at “401-403 East Fourth Street / 405 East Fourth Street, Bethlehem, PA 18015” (Project) in which East Spruce, LLC (ESDB, Architect) is providing services for Bethlehem Redevelopment Authority (Client). The project scope consists of drafting of existing floor plans - 3 levels with an approximate total square footage of 9,238 and schematic floor plan layout(s) of 3 apartment units above 2 commercial spaces. The commercial spaces will be shown as vanilla boxes, and the apartments will include interior layouts. Number of bedrooms and bathrooms, and further details will be determined through the layout exercise and based on the existing space provided.

## SCHEMATIC DESIGN

During this phase, ESDB will survey the existing building(s) and build a 3D digital model of the existing based on a digital scan, photographs and measurements taken during the site survey. ESDB will use the existing plans to provide the basis for sketch plans demonstrating how the building can be divided into three code-compliant and ADA-compliant apartment units above 2 ADA and code compliant commercial units. ESDB will make recommendations and/or discuss options with the Client at this time before a final layout is agreed upon. A second round of drawings will be produced in the 3D model for Client review , prior to final delivery.

Simultaneously, ESDB will prepare an exterior photo sketch/rendering to explain proposed exterior improvements to the property. This may include notes, hand sketching, or computer-generated imagery to give a general direction of the proposed scope of construction work. Detail will not be sufficient to carry out the work or apply for HCC approval.

Final deliverables will include a PDF file of all schematic floor plans and, for use by Client in their grant application.

**SERVICES INCLUDED:** One (1) partial interior and exterior survey, additional site visits by Architect as necessary, initial code/zoning review, diagrams, sketches and floor plans as needed to portray design intent. One (1) virtual or in person meeting with Client to review design options and come to consensus before producing final deliverables.

**ADDITIONAL SERVICES (including but not limited to):** Any Client-requested additional schemes, options, versions above and beyond the preferred layout agreed upon at the first design meeting. Any drawings requested by Client beyond what is necessary to express basic design intent as listed above. Client meetings beyond the amount included.

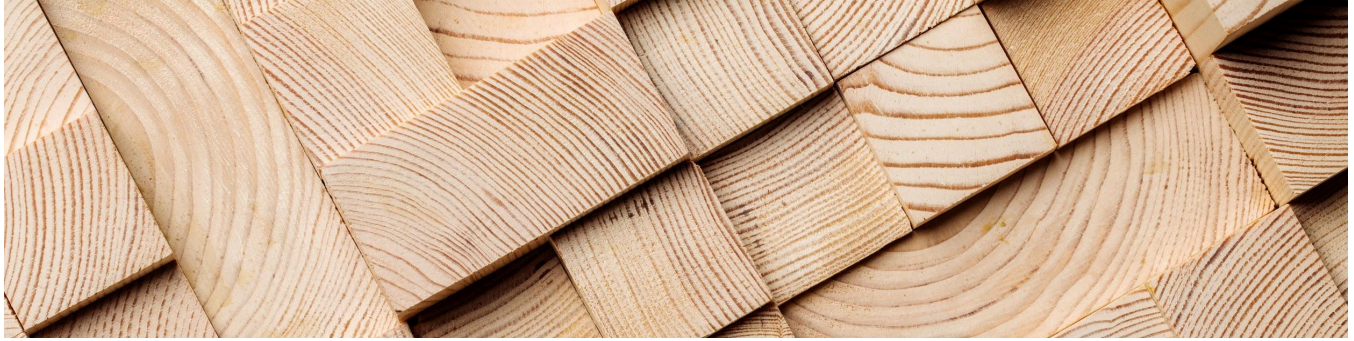
**DELIVERABLES:** .PDF file of existing building floor plans, proposed sketch plans, notes, square footages, and other relevant information on East Spruce titleblock, formatted for print on Tabloid (11"x17") paper at an appropriate scale to aid in Client's grant application. One exterior photo/rendering on East Spruce titleblock, formatted for print on Tabloid (11"x17") paper, not to scale.

**SERVICES SPECIFICALLY NOT INCLUDED IN PROPOSAL:**

Site survey, site design, stormwater management, land development process and documentation. State or local zoning or building code variance fees and/or expense for coordination thereof, required for approval of site or building layout, local municipality approval fee and/or permit charges, Third Party drawing review/approval fee, grant application or fees, cost estimates, geotechnical subsurface investigation, soil examination, borings, laboratory tests, water flow tests, inspections, mechanical, electrical, plumbing or fire protection (sprinkler) design, sound system design, security system design, telephone system design, data system design, hazardous material assessment/abatement. Architectural Drawings beyond schematic floor plan views.

**ADDITIONAL SERVICES**

Should additional services (not limited to items included above) be required, they would be invoiced at the listed hourly rates.



**SCHEDULE**

ESDB can begin work upon receipt of signed agreement and retainer but no earlier than **October 15th, 2024**. Proposed project schedule is as follows:

SCHEMATIC DESIGN SERVICES . . . . . 2 weeks

\*ESDB can accommodate such a design schedule contingent upon receiving the necessary information, approvals, scheduling meetings, and site access in a clear and expeditious manner. Schedule subject to change with changes to scope or delays at no fault of ESDB.





**FIXED FEE *per phase***

\*not including direct reimbursable expenses as listed below.

Schematic Design Phase . . . . .	\$10,500
<b>TOTAL . . . . .</b>	<b>\$10,500</b>

After completion of this scope, ESDB can draft a separate contract for the architectural design, permit drawings, and construction administration services for the Project as deemed necessary by Client and local permitting office requirements.

**ADDITIONAL SERVICE RATES & DIRECT EXPENSE FEES (subject to change)**

Architect's rate . . . . .	\$150 / hour
Intern architect rate . . . . .	\$75 / hour
Travel time (charged one-way) . . . . .	respective hourly rate(s)
.DWG File Preparation . . . . .	\$150 / sheet
8 1/2" x 11" print . . . . .	\$.50 / sheet
11" x 17" print . . . . .	\$.75 / sheet
Large format or large volume prints . . . . .	cost plus 15%
Mileage . . . . .	\$0.625 / mile

## TERMS + CONDITIONS

**Standard of Care.** Architect shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”).

**Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of Architect and its officers, directors, partners, employees, agents, and subconsultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, shall not exceed the total compensation received by Consultant or \$50,000, whichever is greater.

**Mutual Waiver of Consequential Damages.** Architect and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Architect, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.

**Timely Performance.** Architect recognizes the importance of meeting the schedule that is applicable to its services, and shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

# CLARIFICATIONS + PAYMENT

The Architect's professional liability shall be limited to the work designed and specified by the Architect. This proposal is void if not signed within 30 days of the date listed on page 1 of this document.

Please include a **retainer of \$1,575** with this signed agreement. It will be applied to the final invoice. The remainder will be billed monthly for percentage of work complete, until completion of services. Payment of an invoice is due within 14 days of receipt. Late payments are grounds for delay in or suspension of work.

Make checks out to:

## East Spruce LLC

117 E. Spruce St.  
Bethlehem, PA 18018

Thank you again for this opportunity. I look forward to working together!

By signing below, you, as Client, are agreeing to the terms of this proposal which will act as a binding contract with ESDB.

Accepted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

For ESDB use only		
Retainer included?	Y	N
Received by and copies issued	Signature:	date: