

## **INTERGOVERNMENTAL AGREEMENT**

### **AGREEMENT TO SEEK GRANTS AND RELATED FUNDS, INCLUDING MUNICIPAL FUNDS, TO SECURE PROFESSIONAL SERVICES FOR THE PREPARATION OF A REGIONAL DOWNTOWN REVITALIZATION PLAN AND FOR THE ESTABLISHMENT OF A LANDMARK TOWNS REGIONAL REVITALIZATION PROGRAM**

**THIS AGREEMENT**, by and between Bristol Borough, Morrisville Borough, New Hope Borough, Yardley Borough and the Delaware and Lehigh National Heritage Corridor, Inc. (hereinafter the "Participants").

#### BACKGROUND

**WHEREAS**, the provisions of the Pennsylvania Intergovernmental Cooperation Law, 53 Pa C.S.A, §2301, *et. seq.*, and Section 1202(34) of the Pennsylvania Borough Code provide for intergovernmental cooperation between and among municipalities in the exercise or performance of their respective governmental functions, powers, and responsibilities and authorize joint agreements as may be deemed appropriate for such purposes; and

**WHEREAS**, the Participants are authorized to enter into agreements with other municipalities in order to cooperate in performing governmental powers, duties and functions and to carry into effect provisions of law relating to said subjects which are common to such political subdivisions; and

**WHEREAS**, the Participants desire to secure professional services to prepare a Regional Downtown Revitalization Plan to provide a coordinated multi-year program to assist in downtown revitalization, conservation, and historic preservation initiatives; and

**WHEREAS**, this multi-year program will be known as the Landmark Towns Regional Revitalization Program; and

**WHEREAS**, the Delaware Canal was declared a National Historic Landmark in 1978, and

**WHEREAS**, Congress established the Dekware and Lehigh National Heritage Corridor, Inc. to provide a management framework to assist the Commonwealth and its political subdivisions in enhancing economic development within the context of preservation and in developing and implementing integrated cultural, historical, and natural resource policies and programs that will preserve and interpret for the educational and inspirational benefit of present and future generations the unique and significant contributions to our national heritage of certain historic and cultural lands, waterways, and structures within the Corridor; and

**WHEREAS**, the Delaware and Lehigh National Heritage Corridor, Inc. desires to assist the Participants in establishing a Landmark Towns Regional Revitalization Program in order to promote economic development; and

**WHEREAS**, the Dekware and Lehigh National Heritage Corridor, Inc. agrees to serve, as necessary, as a facilitator and lead agency to assist the Participants in a strategic planning initiative, to participate in grant applications and consultant recruitment and selection, to manage project resources, and to coordinate the efforts of the Participants in establishing a multi-year Landmark Towns Regional Revitalization Program.

**WHEREAS**, the Participants agree to apply for and contribute to funding of the Landmark Towns Regional Revitalization Program and to develop a strategic plan offering coordinated assistance for downtown revitalization, conservation and historic preservation initiatives; and

**WHEREAS**, Participants agree to establish and implement the Landmark Towns Regional Revitalization Program; and

**WHEREAS**, the Participants wish to enter into an Intergovernmental Agreement providing a framework for intergovernmental cooperation to achieve a coordinated multi-year program to assist in downtown revitalization, conservation and historic preservation initiatives, known as the Landmark Towns Regional Revitalization Program; and

**NOW, THEREFORE**, in consideration of the premises set forth above and intending to be legally bound hereby, the Participants do agree as follows:

**WITNESSETH:**

I. The Participants hereby appoint the Dekware and Lehigh National Heritage Corridor, Inc. as lead agency for the purpose of securing grant funds and consulting services to prepare a strategic plan to promote downtown revitalization, conservation and historic preservation, known as the Regional Downtown Revitalization Plan, and to assist the Participants in establishing a multi-year Landmark Towns Regional Revitalization Program, based on the four-point "Main Street" revitalization approach, which involves promotion, organization, economic development, and design. The cost to the Delaware and Lehigh National Heritage Corridor, Inc. for the preparation of this Mergovernmental Agreement, a pro forma ordinance adopting the Agreement, and the

organization of the participating municipalities for the Project shall be included in the cost of the Project.

2. The Participants hereby establish an initial budget of Five Thousand Dollars (\$5,000.00) for this Project Each municipality's share of this initial cost shall be \$1,250.00. The Participants shall share equally the initial cost and all future costs of the Project, except those costs funded by grants and other sources.

3. The Participants acknowledge that there may be additional costs associated with the Project If additional funds are required for the Project, each participating municipality will contribute funds on an equal basis.

4. Each participant shall pay its share of Project costs to the Delaware and Lehigh National Heritage Corridor, Inc., which will maintain an escrow account, pay consultants, professionals, and other Project costs, and provide an accounting of the expenditures made for the Project at the request of any participating municipality.

5. Each participating municipality shall be responsible for its own out-of-pocket costs and its own solicitor's fees.

6. If at any time, a participating municipality wishes to end its participation in the Project it shall give thirty (30) days written notice to the Delaware and Lehigh National Heritage Corridor, Inc. that it no longer wishes to participate; however, in no event shall any funds already paid for the Project be refunded to any participating municipality.

7. Any municipal funds remaining upon the completion of the Project shall be refunded to the Participants on an equal basis.

8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

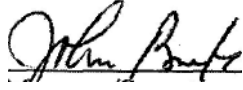
9. This Agreement represents the entire agreement between the parties hereto. Any amendment to this Agreement shall be in writing and must be signed by all parties hereto in order to be valid and enforceable.

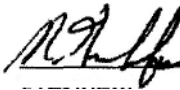
10. This Agreement may be executed in counterparts, each Intergovernmental Agreement signed by a participating municipality shall become a part of the whole Intergovernmental Agreement and shall bind that participating municipality to the terms of this Agreement

**INTENDING** to be legally bound hereby, the participating municipality hereby sets forth the hand and seal of its President and Secretary/Manager on die date set forth herein below.

Attest:

New Hope Borough

  
\_\_\_\_\_

  
President \_\_\_\_\_

Date: