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COUNTY OF DAUPHIN  
Commonwealth of Pennsylvania

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A RESOLUTION #13-2013

OF THE BOARD OF COUNTY COMMISSIONERS OF COUNTY OF DAUPHIN, PENNSYLVANIA, APPROVING A COOPERATION AGREEMENT WITH DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY IN CONNECTION WITH REDEVELOPMENT CAPITAL ASSISTANCE PROGRAM FUNDS FOR A SUSQUEHANNA ART MUSEUM PROJECT; APPROVING EXECUTION AND DELIVERY OF SAID AGREEMENT; AND AUTHORIZING AND APPROVING OTHER RELATED MATTERS.

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WHEREAS, Dauphin County Industrial Development Authority (the "Authority") is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania, having been duly organized by this County pursuant to provisions of the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended; and

WHEREAS, Susquehanna Art Museum, a Pennsylvania corporation having offices in the City of Harrisburg, Dauphin County, Pennsylvania (the "Corporation"), has determined to undertake the acquisition and build-out of a new Museum multi-use facility consisting of an approximately 20,000 square foot area within the Campus Square Building situated at the intersection of Third and Calder Streets in the Midtown section of the City of Harrisburg, Dauphin County, Pennsylvania, which undertaking herein is referred to as the "Project"; and

WHEREAS, the Project, as proposed, has been determined to qualify pursuant to the standards established in the Capital Facilities Debt Enabling Act, Act of February 9, 1999 (P.L. No. 1) as a Redevelopment Assistance Project to be funded, in part, with a grant or grants in the estimated amount of \$5,000,000 (the "Grant") under the Commonwealth's Redevelopment Assistance Capital Program ("Program"); and

WHEREAS, the Authority shall be the grantee and the administrative agency for the Grant under and pursuant to a grant agreement by and between the Commonwealth, acting by and through the Office of the Budget, and the Authority (the "Grant Agreement"); and

WHEREAS, the Grant Agreement sets forth the conditions under which the Commonwealth agrees to make funds from the Grant available to the Authority to be applied for and toward eligible costs and expenses of the Project, including a condition that the Authority shall enter into a cooperation agreement with a local taxing entity that authorizes the project and obligates the local taxing entity to reimburse the Commonwealth for the Commonwealth's share of any costs and/or expenditures with respect to the Project determined by the Commonwealth to be ineligible under the Program; and

WHEREAS, the County qualifies as a local taxing entity, within the meaning of the Grant Agreement; and

WHEREAS, the Authority has requested the County to undertake the reimbursement obligation required by the Grant Agreement in order to support the Project, which reimbursement obligation shall be set forth in an agreement between the Authority and the County (the "Cooperation Agreement"); and

WHEREAS, the Authority, supported by indemnification from the Corporation, has agreed to reimburse the County with respect to any amounts which the County pays over to the Commonwealth pursuant to the Cooperation Agreement.

NOW THEREFORE, be and it hereby is resolved by Board of County Commissioners of County of Dauphin, Pennsylvania, as follows:

Section 1. *Reimbursement Undertaking.* This County shall enter into a Cooperation Agreement with the Authority, in the form approved herein, whereby this County agrees to reimburse the Commonwealth for expenditures disbursed by the Authority to the Corporation that are determined by the Commonwealth to be ineligible for funding under the Grant.

Section 2. *Approval of Form of Cooperation Agreement.* The form of the Cooperation Agreement presented at this meeting hereby is approved. Appropriate officers of the County are hereby authorized and directed to execute, attest, seal and deliver the Cooperation Agreement in substantially such form with such insertions, deletions and amendments as the officers of the County executing said documents and the Solicitor to the County shall deem necessary. The execution, attestation and delivery of the Cooperation Agreement by appropriate officers of the County shall constitute conclusive evidence of such approval. Said officers of the County are authorized to take all other required, necessary or desirable action in connection with the execution and delivery of the Cooperation Agreement.

Section 3. *Effective Date.* The provisions of this Resolution shall become effective in accordance with law.

Section 4. *Severability.* Should any section, part or provision of this Resolution be declared by appropriate authority to be unlawful or unconstitutional, all other terms, conditions, provisions, and parts hereof, and of any Code of which this Resolution may be or may be considered to be part, shall continue in full force and effect as if the provision declared to be unlawful or unconstitutional had been omitted as of the date of final enactment hereof.

Section 5. *Repealer.* Any resolution or portion thereof inconsistent herewith be, and the same hereby is, repealed.

RESOLVED AND ADOPTED by the Board of Commissioners of the County of Dauphin, Pennsylvania, the 31 day of July, 2013.

COUNTY OF DAUPHIN, Pennsylvania

By:  \_\_\_\_\_  
Chair, Board of Commissioners

By:  \_\_\_\_\_  
Vice Chair, Board of Commissioners

By:  \_\_\_\_\_  
Secretary, Board of Commissioners

 \_\_\_\_\_  
Chief Clerk

(SEAL)

**COOPERATION AGREEMENT  
BETWEEN  
COUNTY OF DAUPHIN, PENNSYLVANIA  
AND  
DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

**FOR OBLIGATION TO REIMBURSE EXPENDITURES  
RELATED TO REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM GRANT  
SUSQUEHANNA ART MUSEUM PROJECT**

**THIS COOPERATION AGREEMENT** (this "**Agreement**"), entered into as of the \_\_\_\_ day of August, 2013 between the County of Dauphin, Pennsylvania (the "**County**"), on the one hand, and Dauphin County Industrial Development Authority (the "**Authority**"), on the other hand, to establish the obligation of the County to reimburse the Commonwealth of Pennsylvania (the "**Commonwealth**") for ineligible expenditures related to the Authority's administration of a Redevelopment Assistance Capital Program grant.

**WITNESSETH:**

**WHEREAS**, SUSQUEHANNA ART MUSEUM, a Pennsylvania nonprofit corporation having offices in the City of Harrisburg, Dauphin County, Pennsylvania (the "**Corporation**"), has determined to undertake the acquisition and construction of a new media center consisting of an approximately 72,000 square foot, state-of-the-art office and broadcast facility to be situated at the intersection of Lindle and Keckler Roads in the Township of Swatara, Dauphin County, Pennsylvania, which undertaking herein is referred to as the "**Project**"; and

**WHEREAS**, the Authority heretofore has received approval under the Commonwealth's Redevelopment Assistance Capital Program (the "**Program**") for funding in the amount not to exceed \$5,000,000 (the "**Grant**") to be applied for and toward a portion of the costs of the Project; and

**WHEREAS**, the Authority shall be the grantee and the administrative agency for the Grant under and pursuant to a grant agreement by and between the Authority and the Commonwealth, acting by and through the Office of the Budget (the "**Grant Agreement**"); and

**WHEREAS**, the Authority and the Corporation have negotiated a development cooperation agreement (the "**Development Agreement**"), a copy of which is attached hereto as Exhibit "A", which provides, among other things, that: (i) the Corporation shall be responsible for providing the Authority with any necessary information to facilitate the Authority's compliance with all Program and Grant requirements as contained in the Program guidelines and the Grant Agreement; and (ii) the Corporation expressly acknowledges and agrees to protect, indemnify and save harmless the Authority from any and all suits, actions, claims, demands, losses, expenses and costs of every kind and nature incurred by or asserted or imposed against the Authority and its board members, officers, employees and agents, which arise out of the Authority's administration of, or involvement in, the Grant Agreement or Grant, or its involvement in the Project; and

**WHEREAS**, the Grant Agreement sets forth the conditions under which the Commonwealth agrees to make said funds available to the Authority to be applied for and toward costs and expenses eligible to be funded under the Program with respect to the Project, including, *inter alia*, that Authority shall enter into a cooperation agreement with a local taxing entity that authorizes the project and obligates the local taxing entity to reimburse the Commonwealth for the Commonwealth's share of any expenditures with respect to the Project determined by the Commonwealth to be ineligible costs under the Program; and

**WHEREAS**, the County qualifies as a local taxing entity, within the meaning of the Grant

Agreement; and

**WHEREAS**, the Corporation and the Authority have requested the County to undertake the reimbursement obligation required by the Grant Agreement in order to support the Project.

**NOW, THEREFORE**, in consideration of the foregoing and of the benefits which will accrue to the County as a result of the Program, the parties, intending to be legally bound, do covenant and agree for themselves, their respective successors and assignees, as follows:

1. This Agreement shall commence upon the date of execution by the last signatory and shall end at such time as all conditions of the Grant have been satisfied.
2. The County hereby confirms its support for the Project and approval for the Authority to participate as grantee with respect to the Grant for the Project.
3. The Authority shall requisition the Commonwealth for disbursements of the Grant in accordance with the Commonwealth's approved disbursement schedule. Supporting invoice documentation shall be provided by the Corporation to the Authority, to evidence eligible Project costs authorized by the Commonwealth.
4. The Authority shall make disbursements of the Grant to the Corporation, in compliance with the terms of the Grant and in accordance with the Development Agreement.
5. Based upon the foregoing representations, and the information contained in the Development Agreement, the County agrees, and is obligated, to reimburse the Commonwealth for expenditures disbursed by the Authority to the Corporation that are ineligible for funding under the Grant.
6. The Authority hereby agrees to reimburse the County with respect to any amounts which the County pays over to the Commonwealth pursuant to the immediately preceding paragraph 5.
7. This Agreement shall be binding upon and inure to the benefit of the County and the Authority, and their respective successors and assigns, and the Commonwealth shall be deemed to be a third party beneficiary hereunder.
8. This Agreement constitutes the full and complete understanding and agreement of the parties, including the incorporation of all requirements and the express terms of the Grant Agreement, to be attached to this Agreement as Exhibit "B" when issued.
9. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and enforced as if such invalid provision had not been contained herein. The laws of the Commonwealth shall govern construction hereof.
10. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals as of the day and year first above written.

COUNTY OF DAUPHIN,  
Pennsylvania

Attest:

\_\_\_\_\_  
Chief Clerk

(SEAL)



By: \_\_\_\_\_  
Chairman, Board of Commissioners

By: \_\_\_\_\_  
Vice Chairman, Board of Commissioners

By: \_\_\_\_\_  
Secretary, Board of Commissioners

DAUPHIN COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY

Attest:

\_\_\_\_\_  
Secretary

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

(SEAL)

Acknowledged and consented to this \_\_\_ day of August, 2013.

SUSQUEHANNA ART MUSEUM

Attest:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
President

**EXHIBIT A**

[TO BE ATTACHED]

**DEVELOPMENT COOPERATION AGREEMENT**

by and between

**SUSUQUEHANNA ART MUSEUM**

**AND**

**DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

**ADDENDUM B**

[TO BE ATTACHED]

**GRANT AGREEMENT**

by and between

**COMMONWEALTH OF PENNSYLVANIA,  
ACTING BY AND THROUGH THE OFFICE OF THE BUDGET,  
as Grantor**

and

**DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,  
as Grantee**