

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR MUNICIPAL PARTICIPATION IN THE
ADAMS COUNTY
GREEN SPACE GRANT PROGRAM**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“ICA”) is entered in this _____ day of _____, 200_, by and between the **County of Adams**, a municipal corporation and sixth class county of the Commonwealth of Pennsylvania, with offices at 111-117 Baltimore Street, Gettysburg, Pennsylvania 17325 (herein, “County”) and _____, a Pennsylvania [borough/second class township], with offices at _____ (herein “Municipality”).

WITNESS

WHEREAS, the County, through its Board of Commissioners recognizes the desirability of open space preservation for the benefit of County residents; and

WHEREAS, the County has established the Adams County Green Space Grant Program (“Program”), whereby the County will make grant funds available to municipalities and others to pursue eligible activities in furtherance of those goals; and

WHEREAS, the [Borough Council/Board of Supervisors] of Municipality, has determined to participate in the Program in anticipation of pursuing eligible activities (“Municipality”); and

WHEREAS, pursuant to the provisions of Chapter 23, Subchapter A, Intergovernmental Cooperation, of the General Local Government Code, codified at 53 Pa. C.S. §§ 2301, *et seq.* (“Intergovernmental Cooperation Law”), local governments may enter into an ICA upon the passage of an Ordinance by each governing body.

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

- 1. RECITALS.** The above recitals are incorporated herein by reference.
- 2. TERM.** This ICA shall continue until terminated by either party upon sixty (60) days written notice to the other party. This ICA shall terminate automatically should the County, in its sole discretion, decide to cease funding the Program. Notwithstanding the above, the County shall honor all funding commitments for which grant agreements were agreed to and executed prior to a decision to cease funding the Program.
- 3. PURPOSES.** The County has determined to make funds available to participating municipalities and others to further open space preservation for the benefit of County

residents. Use of funding grants shall be subject to all terms and conditions of the Program, as amended by County from time to time, and to all terms and conditions of specific grant agreements entered between the parties. Initially, funds will be appropriated by the County for support of the following eligible activities: land acquisition and easement purchase. The County reserves the power, in its sole discretion, to amend the terms, conditions and categories of eligible activities of the Program at any time. Grant Agreements entered prior to amendment of the Program shall remain in full force and effect.

4. **FINANCING OF THE AGREEMENT.** The County, in its sole discretion, may appropriate funds to the Program from time to time. Nothing herein shall be construed to require County to make appropriations, or to guarantee any level of appropriation, to the Program. The award of Program grants shall be made in the sole discretion and approval of the County Board of Commissioners. Grants shall be made on a competitive basis and nothing herein shall be construed to commit or assure any Program grant funding to Municipality. Municipality agrees to reimburse County for all expenditures made from grant funding which are determined by County to be ineligible under the terms and conditions of the Program and/or grant agreement. The County shall have the right annually, at reasonable times and at a site designated by the County, to audit the books, documents and records of the Municipality to the extent that the books, documents and records relate to grant funds.
5. **ORGANIZATIONAL STRUCTURE.** The Program and all grant agreements shall be administered through the Adams County Green Space Grant Program. The County Board of Commissioners retains sole authority to approve grant applications. Upon approval of a grant application, County and Municipality shall enter a written grant agreement governing the performance of the grant activities. All grant agreements shall be subject to the approval of the County Solicitor. The Municipality shall administer a grant agreement under its autonomous municipal structure, subject to full compliance with all terms and conditions of the Program and the grant agreement.
6. **ACQUISITION OF REAL PROPERTY AND/OR AN INTEREST IN PROPERTY.** Each party retains the right, jointly or severally, to acquire and manage real or personal property, and/or an interest in property.
7. **INDEPENDENT CONTRACTOR.** Municipality shall be deemed to be an independent contractor for all purposes under this ICA, to include, but not be limited to the administration and performance of grant agreement activities and management of all

property, if any, acquired under the Program. In no event shall the Municipality, or any of its officials, employees, agents, contractors or subcontractors be deemed to be an employee, agent, contractor or subcontractor of County for any purpose whatsoever.

8. COMPLIANCE WITH ALL LAWS. Municipality shall comply with all applicable federal, state and local laws, statutes, ordinances, regulations and rules.

9. EFFECTIVE DATE. This ICA shall be effective immediately upon the effective date of the Intergovernmental Cooperation Ordinance last enacted by the parties.

IN WITNESS WHEREOF, the parties have caused this ICA to be executed the day and year first above written.

ATTEST:

COUNTY OF ADAMS

[Name], Chief Clerk

[Name], Chairman

[Name], Vice-Chairman

[Name], Commissioner

ATTEST:

[MUNICIPALITY]

[Name], Secretary

[Name], Chairman
