

HARRISBURG REDEVELOPMENT AUTHORITY

RESOLUTION NO. 23-2026

WHEREAS, the City of Harrisburg (CITY) and Harrisburg Redevelopment Authority (Authority) have partnered to construct a new natural green-scape on a ¼ acre city block consisting of eight contiguous vacant lots comprised of 11,500 square feet at 1419-1433 Swatara Street in South Allison Hill (Swatara Street Park); and

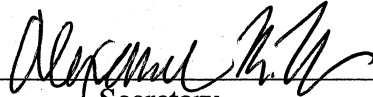
WHEREAS, the Authority and the Harrisburg Land Bank, a component unit of the Authority, own the 1419-1433 Swatara Street; and

WHEREAS, the CITY in coordination with the Authority, applied for and received Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Keystone Recreation, Park and Conservation Fund grant award, in the total amount of \$218,000; and

WHEREAS, the CITY and the Authority agree that it is proper, appropriate, convenient and necessary for HRA to provide the management and operation of the Grant administration to successfully construct the Swatara Street Park.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a cooperation agreement with the City of Harrisburg for approximately \$218,000, in substantially the same form and substance as Exhibit "A" attached hereto.

7/21/2026
Date


Secretary

**COOPERATION AGREEMENT
BETWEEN
CITY OF HARRISBURG
AND
THE HARRISBURG REDEVELOPMENT AUTHORITY**

This AGREEMENT dated _____, 2026 ("Agreement"), is made by and between the City of Harrisburg (the "CITY"), a municipal corporation, and the Harrisburg Redevelopment Authority, ("HRA"), a redevelopment authority organized and existing under the Urban Redevelopment Law (the "Redevelopment Law"), with offices at 10 North Second Street, Harrisburg, Pennsylvania (hereinafter each a "Party" and collectively the "Parties").

WHEREAS, City is the recipient of Commonwealth of Pennsylvania Department of Conservation and Natural Resources (DCNR) Community Conservation Partnership Program Keystone Recreation, Park and Conservation Fund grant award, in the total amount of \$218,000 (the "Grant"), to fund the development of a natural green-scape on a ¼ acre city block consisting of eight contiguous vacant lots comprised of 11,500 square feet at 1419-1433 Swatara Street in South Allison Hill ("Swatara Park Project" or "Project"); and

WHEREAS, both parties to this Agreement agree that it is proper, appropriate, convenient and necessary for HRA to provide the management and operation of the Grant administration to successfully complete the project; and

WHEREAS, it is appropriate to clarify the roles and responsibilities of all parties to this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT CITY AND HRA AGREE AS FOLLOWS:

1. HRA shall administrate, operate and manage all grant expenditures and activities in full compliance with all applicable Federal, state and local laws and regulations and as set forth in the Grant Agreement between the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, and CITY, the provisions of which are incorporated herein by reference. A copy of the Grant Agreement is attached hereto and incorporated herein as Exhibit A.
2. HRA shall provide or perform all planning, administration, legal, accounting, engineering, purchasing of materials, consulting and monitoring services as may be required and as may be necessary and incidental to the fulfillment of the Swatara Park Project.
3. City shall provide personnel to review all HRA documentation, shall keep copies on file in its office and shall remain the recipient of record for funds and official program correspondence from DCNR.
4. City hereby formally delegates to HRA the responsibility to administer the DCNR project grant with the exception of Item 3 above.
5. The City shall transfer the Grant funds advanced by DCNR to HRA for payment of costs incurred through the execution of contracts related to construction and/or materials in furtherance of the Swatara Park Project. City shall have no obligation to transfer any other municipal funds which have not been advanced by DCNR.
6. With the exception of the subject grant award CITY shall not be responsible for any advances, overages, or any expenditure whatsoever of CITY funds. Funds shall only derive from those specifically included in the DCNR grant.

7. HRA shall provide or perform all administration services of the grant award as may be necessary and incidental to all the fulfillment of all grant obligations related to the Swatara Park Project.
8. HRA certifies that its financial management system is in accordance with professional standards and shall maintain the following project information in a file at the office of HRA; copies of all contracts awarded; copies of relevant correspondence and other information (including canceled checks, invoices, receipts or other similar documentation) regarding the administration and operation of the DCNR grant. HRA shall also coordinate with CITY any application changes, details related to scope of work or project plan and quarterly progress reports as requested by DCNR; and shall abide by records retention and audit requirements of the DCNR grant.
9. HRA shall comply with all of the applicable provisions of the Grant Agreement between DCNR and the CITY. HRA further agrees to comply with all statutes, ordinances, laws, and regulations dealing with the prohibition against discrimination against any person because of race, color, religion, national or ethnic origin, disability, age, military or veteran status, sex, sexual orientation, gender identity or expression, marital or familial status, pregnancy, or genetic information in the execution and performance of this Agreement.
10. Payment of HRA shall occur as follows: an initial advance payment and subsequent payments from DCNR in an amount of up to 90% of the grant award shall be forward to HRA to begin the project. The last 10% shall be made on reimbursement basis after HRA submits required verifications, by time sheet or by invoice from individuals, firms or organizations providing material or other services for HRA by contract, and after the City has received final payment from DCNR. If for any

reason, DCRN determines that payments made by HRA using DCNR funds shall violate any applicable rules or regulations and shall direct City to repay such funds to DCNR, HRA shall indemnify City for any funds which City must repay to DCNR.

11. Upon completion of activities, HRA shall certify to CITY and any other party that to the best of its knowledge, information and belief and on the basis of its work, observations and inspections, work has been completed in accordance with the terms and conditions of the DCNR grant program and this Agreement.
12. The term of this Agreement shall be from June 30, 2026 to June 30, 202~~x~~.
13. If through any cause, HRA shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or it HRA shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to HRA of such termination.
14. HRA shall not assign its rights or obligations under this Agreement.
15. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania.
16. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement.
17. Any notice required hereunder shall be made in writing and delivered by hand delivery or email transmission, with a copy to follow by first class mail, addressed as set forth below. Notice shall be effective on the date given.

IF TO CITY:

MLK, Jr. City Government Center
10 N. 2nd Street, Suite 203
Harrisburg, Pennsylvania 17101
EMAIL:

With a copy to:

Office of the City Solicitor
MLK, Jr. City Government Center
10 N. 2nd Street, Suite 402
Harrisburg, Pennsylvania 17101
EMAIL: lawbureau@harrisburgpa.gov

Or such other counsel as the City shall designate by notice as herein required.

IF TO HRA:

Bryan Davis
MLK, Jr. City Government Center
10 N. 2nd Street, Suite 405
Harrisburg, Pennsylvania 17101
EMAIL: bdavis@hra-harrisburgpa.org

18. Should any section or 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.

19. HRA covenants and agrees that they have no direct or indirect interest which would conflict in any manner with the performance of services under this Agreement and, during the term of the Agreement or any extension thereof. HRA will not engage in any activities which could cause a conflict of interest or the appearance of a conflict of interest with the City of Harrisburg.

20. This Agreement may be amended only by a written instrument signed by authorized representatives of all parties. No oral modifications or course of conduct shall be deemed to amend or waive any provision of this Agreement. Any amendment must clearly identify the sections(s) being modified and must state the effective date of the amendment. The CITY shall not be bound by any amendment unless and until it has been reviewed and approved by the CITY in writing. All amendments shall be appended to this Agreement and incorporated herein by reference.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

APPROVED AS TO FORM
AND LEGALITY:

CITY OF HARRISBURG*

By: _____
LAW BUREAU Date

By: _____
Wanda R. D. Williams Date
Mayor

By: _____
Karen M. Balaban Date
City Controller

By: _____
Bryan K. Davis Date
Harrisburg Redevelopment Authority