

HARRISBURG REDEVELOPMENT AUTHORITY

RESOLUTION NO. 24-2026

WHEREAS, the HARRISBURG GREEN ALLIANCE, with its offices located at 1419 N. 3rd Street, Harrisburg, PA 17102, wishes to provide \$164,000 of grant funds for the construction of park to serve residents in South Allison Hill; and

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 Authority wishes to solicit competitive bids and hold the contract for the construction of the Swatara Street Park, utilizing funds from several sources, including HARRISBURG GREEN ALLIANCE grant funds.

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute an agreement with the HARRISBURG GREEN ALLIANCE for approximately \$164,000, contingent upon the approval in form and substance by the Solicitor and Executive Director.

7/21/2026
Date

Alexander Th. Jr.
Secretary

DRAFT

**AGREEMENT BETWEEN HARRISBURG GREEN ALLIANCE (HGA) AND
HARRISBURG REDEVELOPMENT AUTHORITY FOR FUNDING DISBURSEMENT
FOR THE SWATARA STREET PARK IN HARRISBURG PA**

THIS AGREEMENT (Agreement) is made on the ____ Day of _____, 2026, by and between the Harrisburg Green Alliance (HGA), 1419 N 3rd St, Harrisburg PA 17102, and the Harrisburg Redevelopment Authority (HRA), 10 N 2nd St, Harrisburg PA 17105.

HGA is hereinafter referred to as the Grantor, and HRA is hereinafter referred to as the Grantee. Together, HGA and HRA are hereinafter referred to as the Parties to this agreement.

The Swatara Street Park is hereinafter referred to as the Project.

Any individual or organization working or volunteering on the Project, who is not a member of HGA or HRA, will hereinafter be referred to as a Project Partner.

This Agreement expires on December 31, 2027.

The following recitals are a substantive part of this Agreement:

- Harrisburg Green Alliance (HGA) is a 501(c)(3) non-profit entity.
- Harrisburg Redevelopment Authority is a local government entity for the city of Harrisburg PA.
- The Swatara Street Park is located at the intersection of Swatara Street and 15th Street in Harrisburg PA.
- Harrisburg Green Alliance is the Fiscal Sponsor of Char Magaro, Project Manager for the Park.
- Harrisburg Green Alliance is holding funds for the Project in an escrow account with Burke & Herbert Bank, in the total amount of \$164,123.96 as of July 9, 2026.
- Period of Performance will occur between August 1, 2026 and December 31, 2027.

PURPOSE & TERMS:

The Grantor and Grantee enter into this agreement to fund construction of the Project.

The Grantee may enter into contracts and agreements for the construction of the Project, so long as sufficient funds are available and in hand for the contracted work and the appropriate processes are followed.

Construction contracts must clearly state the scope of work and timeline for completion.

The Grantor agrees to disburse funds to the Grantee for completion of construction contracts up to the maximum amount of \$164,123.96.

If and when additional contributions are received for the Project, they will be held by the Grantor in the escrow account. The Grantor and Grantee may agree to an addendum to this agreement for disbursement of those additional funds.

It is agreed and understood that the above stated fund limits are a ceiling, and that the Grantor will only disburse funding for the allowable and approved purchased items, actual services rendered, and the agreed upon annual Fiscal Sponsor cost, during the Period of Performance.

Under no circumstances shall the Grantor be liable for any expenditure incurred that exceeds the maximum amount stated in this agreement.

Serving as the Fiscal Sponsor for the Project, under no circumstances shall the Grantor be liable for any damages incurred during or after construction of the Project.

No modifications, alterations, changes, or waiver to the Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

THE GRANTEE AGREES TO THE FOLLOWING CONDITIONS:

- To use the funds only for the designated purpose as described in the grant applications and subsequent grant notification letters and not for any other purpose without the Grantor's prior written approval. A request for re-direction of any grant's funds must be submitted to the Grantor in writing and approval is subject to the Grantor's sole discretion.
- To notify the Grantor immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
- To maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
- To give the Grantor reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least seven years after completion or termination of the project.
- To allow the Grantor to review and approve the content of any proposed publicity concerning this grant prior to its release, and to recognize the Grantor in all publicity materials related to the funded project.
- To allow the Grantor to include information about this Project in the Grantor's periodic public events, newsletters, news releases, social media postings, and on the Grantor's website. This includes the amount and purpose of the grant, any photographs provided from the Project, Grantee's logo or trademark, any other information and materials about the Grantee's organization and its activities.
- To submit a written report summarizing the Project promptly following the end of the period during which the Grantee are to use all grant funds and to submit any interim reports the Grantor may require. Grantee reports should describe Grantee's progress in achieving the purposes of the grant and include a detailed accounting of the use and expenditure of grant funds.

The Grantor reserves the right to discontinue, modify or withhold any payments under this agreement or to require a total or partial refund of any grant funds if, in the Grantor's sole discretion, such action is necessary: (a) because the Grantee has not fully complied with the terms and conditions of this agreement; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Grantor; or (c) to comply with the requirements of any law or regulation applicable to the Grantee, the Grantor, or this agreement.

FUNDING DISTRIBUTION:

The Grantee is responsible for all payments for contracted work and services performed. The Grantee may request funding disbursement on a monthly basis for expenditures. The Grantee will submit all requests for funding disbursement in writing (hard copy or electronically) to:

Harrisburg Green Alliance
c/o Executive Director
1419 N 3rd St
Harrisburg PA 17102
HBGGreenAlliance@gmail.com

The Grantor will notify Grantee of fund disbursement approval, rejection, or if any additional information is needed, within 96 hours of receiving the Grantee's funding request. Grantee will allow up to 15 days for funding disbursement if approved.

The Grantee will provide a copy of all executed construction contracts to the Grantor.

The Grantee will provide a copy of all payments made to contracted partners for Project construction.

Any excess funds disbursed to the Grantee that are not used for approved construction contracts by December 31, 2027 must be returned to the Grantor by January 8, 2028, to be held in the Grantor's escrow account.

INSURANCE REQUIREMENTS:

Grantee represents and warrants that it has and will maintain during the term hereof commercially reasonable policies of insurance, including:

- Workers Compensation Insurance sufficient to cover all of the employees working on the Project.
- Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Grantor and Grantee from claims arising out of the construction of the Project. The amount of bodily injury insurance shall not be less than \$1,000,000 per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence.

- Insurance coverage for in-person events, which includes coverage for any individuals, volunteers or participants, in an amount no less than \$1,000,000 per occurrence.
- The Grantee will, upon written request of the Grantor, provide the Grantor with insurance certificates evidencing such policies in amounts and subject to deductibles acceptable to the Grantor upon request.
- The Grantee will name the Grantor as an additional insured on all such policies.

LIABILITY:

With regard to any claim, protest, or litigation arising from or related to the Project, Grantee agrees to defend, indemnify, protect, and hold the Grantor and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Project, Grantee, or Project Partners. Further, the Grantee shall be aware of and assume full responsibility for compliance with all Federal, State and local laws, ordinances and regulations, including but not limited to those governing, relating or referring to employment of labor, hours of work, workers' compensation, unemployment compensation, safety and health, environmental protection, working conditions, payment of wages or benefits, deductions for taxes, etc.

ONGOING OBLIGATIONS, RIGHTS AND REMEDIES UPON BREACH

The Parties agree that if the Grantee or any Project partner breaches or threatens to commit a breach of any of the provisions of this Agreement, the Grantor shall be entitled to a refund of any funds distributed under the terms of this Agreement, which right and remedy shall be independent of any other and individually enforceable, and which right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Grantor under law or in equity.

In the event that it becomes necessary for the Grantor to file suit to enforce these provisions, the Grantor shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit and fixed by a court of competent jurisdiction.

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania, without application of its internal conflicts of law provisions and interpreted accordingly. Any dispute arising from the operation of this Agreement shall be litigated in the appropriate United States District Court.

TERMINATION:

The Grantor may terminate this Agreement in whole, or in part, at any time prior to the completion of the Period of Performance if:

- It is determined in the Grantor's discretion that the terms and conditions of this Agreement have not been met. Notification in writing of the termination, with effective date, will be

made by the Grantor. Payment or recoveries by the Grantor shall be in accordance with the legal rights and obligations of the Parties; or

- In the event that anticipated funds are not obtained or continued at a sufficient level; or
- At the discretion of the Grantor upon written notification to the Grantee with effective termination date. Payments or recoveries by the Grantor shall be in accordance with the legal rights and obligations of the Parties.

At any time, the Grantor reserves the right to offset, withhold, deobligate, or recoup funds or payments for Project expenditures if the Grantor determines that there has been a violation of this Agreement by the Grantee, or if the Grantor determines that the Grantee's expenditures are or were not eligible, proper, or allowable.

CONFLICT OF INTEREST:

The Grantee shall establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member or representative.

The Grantee shall give the Grantor and its audit contractor access to, and the right to examine, all records and documents that are related to the Project. The Grantee shall permit access to facilities, personnel, and other individuals and information that the Grantor may determine is necessary. The Grantee shall comply with any compliance review conducted by the Grantor.

In dealing with a conflict of interest, or a potential conflict of interest, Grantee and the Grantor have the following options:

- eliminating the conflict
- terminating the contract
- disqualifying the Project Partner from a particular matter (either voluntarily or upon being directed to do so after disclosure to the Grantor of the conflict of interest or potential conflict of interest).

Any individual or Project Partner that is involved in any matter of business involving a conflict of interest or potential conflict of interest pursuant to the financial interest or impartiality guidance set forth above is directed to make a written disclosure of same to the Grantor's Executive Director and Chair.

Notwithstanding the options set forth above, the Grantor reserves the right to impose any appropriate remedy up to and including termination of contract, if it determines that the level of conflict of interest, or appearance of conflict of interest, is of such magnitude to render ineffective the Project Partner's services to the Grantor or Grantee, or otherwise impugn the integrity of the Grantor. The Grantor shall not be liable for any damages relating to termination of contract under such circumstances other than payment for services up to the time of termination.

NONDISCRIMINATION:

In accordance with all applicable state and federal laws, regulations or executive orders, the Parties and all Project Partners shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, gender, sexual orientation or handicap. Accordingly, Grantee has an obligation to inform the Grantor if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in a violation of this provision.

RECORDS & REPORTING:**Project Records:**

The Grantee must maintain full and accurate records with respect to the project and must ensure adequate control over related parties in the project. The Grantor requires the Grantee provide access to such records, as well as the ability to inspect all work, invoices, materials, and other relevant records at reasonable times and places. Upon request of the Grantor, the Grantee must furnish all data, reports, contracts, documents, and other information relevant to the project. Records must be maintained for a period of seven years from the completion date of the project.

Final Report:

Grantee shall provide a final report at the completion of the Project in the form and manner prescribed by the Grantor. In general, the final report will outline the activities and total cost for the Project. This will be submitted either electronically or hard copy to the Grantor within 30 days of Project completion.

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The Parties have executed this Agreement as of the date written above.

HARRISBURG GREEN ALLIANCE

HARRISBURG REDEVELOPMENT AUTHORITY

DAVID SCHANKWEILER

Chair