

RESOLUTION NO. 24-2024
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") plans to construct a new public greenspace park located at S. 15th and Swatara Streets, also known as Swatara Street Park ("Park"); and

WHEREAS, on February 29, 2024, Dauphin County awarded the Park \$72,000 from its 2023-24 Local Share Municipal Grant Program; and

WHEREAS, the Authority wishes to execute the Dauphin County Local Share Municipal Grant Agreement for these funds.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the proper Officers of the Board of Directors of the Authority are hereby authorized execute the Dauphin County Local Share Municipal Grant Agreement, in the amount of \$72,000.

11/19/24
Date


Secretary

DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT AGREEMENT

No. 2024-29

This GRANT AGREEMENT dated _____, 2024 (“Agreement”), is made by and between the County of Dauphin (the “County”), the Redevelopment Authority of the City of Harrisburg (“Grantee”) and the City of Harrisburg (“Co-Grantee”).

WHEREAS, the County is a third class county and is a body corporate and politic of the Commonwealth of Pennsylvania (the “Commonwealth”), duly created and validly subsisting under the Pennsylvania Constitution and laws of the Commonwealth; and

WHEREAS, Grantee is a municipal authority formed under the laws of the Commonwealth; and

WHEREAS, Co-Grantee is a city formed under the laws of the Commonwealth; and

WHEREAS, pursuant to the Pennsylvania Race Horse Development and Gaming Act, Act No. 71 of 2004 of the General Assembly of the Commonwealth, approved July 5, 2004 (P.L. 572), as amended and as codified at 4 Pa. C.S. §1101 *et seq.* (the “Gaming Act”), the County receives a share of the gross terminal revenue generated from the slot machines in operation at the Hollywood Casino at Penn National Racecourse (the “Facility”); and

WHEREAS, the County is authorized under the Gaming Act to award municipal grants to be used to fund the costs of human services, infrastructure improvements, facilities, transportation, emergency services, health and public safety expenses, and public interest initiatives utilizing a portion of the local share gaming funds received by the County under the Gaming Act; and

WHEREAS, the County conducted a public, transparent and competitive grant application, review and selection process for the purposes of distributing that portion of its local share gaming funds dedicated for municipal grants; and

WHEREAS, the County has designated the Dauphin County Industrial Development Authority (the “Authority”), a public instrumentality of the Commonwealth of Pennsylvania and a body politic and corporate created by action of the Board of Commissioners of the County under the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended and supplemented, as the administrator of the local share municipal grants awarded by the County for purposes of Section 1403(c)(2)(v) of the Gaming Act; and

WHEREAS, Grantee submitted to the County a Local Share Municipal Grant Application, in conjunction with Co-Grantee as a co-applicant, requesting funding for the installation of a park at 15th and Swatara Streets, as more specifically set forth in the Local Share Municipal Grant Application (the “Project”); and

WHEREAS, due to the County’s sponsorship of the Project, Co-Grantee is an eligible entity to receive a grant of local share gaming funds from the County under the Gaming Act; and

WHEREAS, the Project is the type of project eligible for municipal grant funding pursuant to the Gaming Act; and

WHEREAS, the Project is among the projects selected by the County to receive an award of local share gaming funds from County dedicated funds in the form of a municipal grant in the amount of \$72,000.00 (the "Grant") to Grantee exclusively for uses related to the Project, subject to and in accordance with applicable law and the terms hereof, and conditioned upon the finalization and execution of an agreement with the City of Harrisburg for the perpetual maintenance of the park; and

WHEREAS, the County has received the local share gaming funds to be utilized to fund the Grant, which are being held by the County and/or the Authority and are available for disbursement to pay costs of the Project in accordance with this Agreement, subject to proper documentation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. County to Provide Grant.

(a) As a condition precedent to receipt of the Grant, or any portion thereof, by Grantee, Grantee must provide the Authority, by March 1, 2025, with the executed agreement with the City of Harrisburg for the maintenance of the park or the Grant will be automatically revoked.

(b) Subject to satisfaction of the condition precedent in Section 1(a), the County agrees to provide the Grant, or such portion thereof as may be required, to the Grantee to pay the costs of the Project, subject to applicable law and in accordance with the terms hereof. The exclusive purpose and use of the Grant shall be for payment of costs related to the Project. Any portion of the Grant that is not required or expended to complete the Project shall be forfeited and revert to the County as uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. Co-Grantee has no independent right or claim to the Grant separate and distinct from the Grantee and the Project. This Agreement is not binding in any way, nor will the County be bound, until this document has been fully executed by all parties. Any costs incurred by the Grantee prior thereto are incurred at the Grantee's risk.

(c) Municipalities are prohibited from charging sponsorship fees for sponsoring projects. Under no circumstances shall the Grant be used to pay an administrative fee or other fees related to municipal sponsorship for this Project.

2. Grant Administration.

(a) The County designates the Authority as the administrator of the Grant, and empowers the Authority and its officers, employees, agents and representatives to exercise its rights and discharge its responsibilities under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the Authority may take, or refrain from taking, such action by its Executive Director, without the need for any prior approval or formal action by the Board of Directors of the Authority. The Authority's status in

relation to this Agreement is limited to, and solely as, an agent for the County. The Authority is not a party to this Agreement, and it has no rights, powers or privileges under this Agreement independent of, separate from or in addition to those of the County. The parties expressly agree that the Authority shall have no obligation, responsibility or liability under this Agreement independent of, separate from or in addition to that of the County. Notwithstanding the foregoing, the County reserves the right to authorize any of its officers, employees, agents or representatives to exercise its rights or take any action of the County authorized under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the County may directly take, or refrain from taking, such action.

(b) At a time designated by the Authority, the Grantee and Authority shall participate in an initial grant administration meeting. Thereafter, the Authority may call grant administration meetings as necessary and at times determined by it, after a good faith attempt to accommodate Grantee as to the meeting date and time. Grantee's unexcused failure or refusal to attend grant administration meetings called by the Authority shall constitute a breach of this Agreement.

3. Requests for Funding. Grantee shall submit a written request for funding to the Authority no more than once every thirty (30) days, or at such other interval agreed to by the Authority, for payment of expenses generated by the Project supported by documentation in a form required by and acceptable to the Authority ("Request for Funding"). Each Request for Funding shall be approved by the Grantee's governing body prior to submission to the Authority. All Requests for Funding and supporting documentation shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

4. Payment of Requests for Funding. The Authority shall, within ten (10) days after receipt by the Authority of the written Request for Funding, determine the sufficiency of the Request for Funding and, if acceptable, take the steps necessary to make payment in respect thereof to the Grantee, the amount of which payment shall be deducted from the total amount of the Grant. The Authority may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor(s) for the amount in the Request for Funding, the appropriateness of the expense, and/or the satisfaction of the condition precedent that Grantee obtain the documentation described in Section 1(a). The Authority, on behalf of the County, shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Agreement. Requests for Funding referencing administrative fees charged by a municipal sponsor shall be disapproved by the Authority.

5. Submission of Progress Reports. Grantee shall submit to the Authority every ninety (90) days following the execution of this Agreement a "Progress Report" detailing the status of the Project. Grantee shall also cause to be delivered to the Authority such other information related to the Project as the Authority may reasonably require from time to time, in form and substance reasonably satisfactory to the Authority, as necessary to insure compliance by Grantee with this Agreement. All Progress Reports and related information shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

6. Timely Use of Funds.

(a) If the Grantee fails to initiate the Project, satisfy the condition precedent stated in Section 1(a) above and/or expend Grant Funds by March 1, 2025, then the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and the funds for the Grant shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

(b) If any portion of the Grant provided for the Project is not used by Grantee within three (3) years from the date of this Agreement, the parties hereto shall meet to discuss the status of the Project and the County's funding of the same. Unless and until the County, the Grantee and the Co-Grantee reach agreement as to completion of the Project and expenditure of the balance of the Grant, the County shall be under no obligation to make additional disbursements of Grant moneys. If the parties have not reached such an agreement within ninety (90) days of the three-year anniversary date, the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and any remaining Grant funds shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

7. Term. Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement.

8. Records, Audits and Inspection.

(a) Grantee shall maintain, at its principal office or place of business, books, records, documents, correspondence, data and other materials, along with any other evidence pertaining to the costs and expenses of the Project and application of the Grant, to the extent and in such detail as is commercially reasonable and as will properly reflect all costs, direct, administrative and operating, of the acquisition of real estate, labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Grant and/or which are related to the Project (collectively the "Records"). The Records required under this Section shall be maintained in accordance with generally accepted accounting principles ("GAAP"). Grantee agrees to require any permitted contractors, subcontractors, assigns, or agents to comply with the record keeping and retention requirements of this Section.

(b) Grantee shall retain the Records and make them available for a period ending the later of (i) three years after final payment is made by Grantee with funds awarded

under this Grant, (ii) three years after the Grant has expired pursuant to this Agreement, or (iii) three years after the effective date of any revocation or termination of the Grant.

(c) At any time during normal business hours and as often as the Authority deems necessary, the Authority, or its authorized representatives, shall have the right to examine, audit and make copies of the Records of the Grantee, and its contractors, subcontractors, assigns or agents, at any time during the term of this Agreement and the period set forth in subparagraph (b). Audits conducted under this subparagraph will be at no additional cost to the Grantee. Should an audit identify any expenditures which, as determined by the Authority, do not comply with the terms and conditions of this Agreement, money expended in relation to such expenditures will be refunded, with interest, to the County by Grantee.

(d) The Authority, or its authorized representatives, will monitor and inspect the Project and shall have access to the Project site and all information or documents relating to Project activities throughout the course of the funding and/or construction phases of the Project.

(e) Unless excused by the Authority, Grantee shall be required to perform, and shall be financially responsible for, a final close-out audit for the Project (the "Project Audit"). The Project Audit shall be delivered to the Authority within 120 days of the earlier of (i) the completion of the Project, (ii) the termination of the Project, or (iii) the revocation or termination of this Agreement. The Project Audit shall be performed by a certified public accountant designated or approved by the County. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all of the Commonwealth of Pennsylvania, Department of Community and Economic Development's "Procedures for Closeout of Contracts." Grantee agrees that, if the Project Audit of the Grant as accepted by the Authority discloses that the full amount of the Grant was not required to complete the Project or that amounts were improperly used, then the unused or improperly used portion of the Grant amount shall be repaid by the Grantee to the County, with interest, unless otherwise directed in writing by the County. All terms and conditions of this Agreement will remain in effect and be binding upon the parties until the Project Audit is submitted to and accepted by the County and any audit exceptions identified therein are resolved.

9. Warranties and Acknowledgments. The Grantee and the Co-Grantee represent and warrant to the County that:

(a) Grantee or Co-Grantee is a public body corporate and politic, duly organized and existing under the laws of the Commonwealth, and is authorized and empowered to undertake and complete the Project.

(b) Grantee and Co-Grantee are authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, Grantee and Co-Grantee have duly authorized the execution and delivery of this Agreement.

(c) The undertaking and completion of the Project and the execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute on the part of the Grantee or Co-Grantee a violation of, breach of or default under its

by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Grantee or Co-Grantee is bound or, to the knowledge of the Grantee and Co-Grantee, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Grantee or Co-Grantee or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Project have been obtained or will be obtained in due course; and the Grantee and Co-Grantee will comply with all applicable laws, regulations and procedures in undertaking all aspects of the Project.

(d) There is no action, suit, proceeding or investigation at law or in equity pending against the Grantee or Co-Grantee by or before any court or public agency or, to the knowledge of the Grantee and Co-Grantee, any basis therefor, wherein any unfavorable decision, ruling or finding would adversely affect the validity or efficacy of this Agreement, or any agreement or instrument to which the Grantee or Co-Grantee is a party and which is used or contemplated for use in connection herewith or with the Project.

(e) No legislation has been enacted which in any way adversely affects the execution and delivery of this Agreement by the Grantee or Co-Grantee, or the creation, organization or existence of the Grantee or Co-Grantee or the titles to office of any officers thereof, or the power of the Grantee or Co-Grantee to undertake and complete the Project and otherwise to carry out its obligations under this Agreement.

(f) The Grantee is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its ability to carry out its obligations under this Agreement.

10. Selection of Contractors. Grantee and/or Co-Grantee shall be solely responsible for selection of contractors. The County shall have no role in the selection of any organization, individual or entity who may be called upon to work on the Project, nor will the County have any responsibility for the manner in which such work is performed. Grantee and Co-Grantee shall be solely responsible for complying and assuring compliance with all applicable laws, regulations and procedures for selecting contractors and any other persons or entities performing work on the Project. The County may require the Grantee and/or Co-Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the County may result in termination of the Agreement and forfeiture and/or repayment of all or a portion of the funds available under this Grant.

11. Indemnification of County.

(a) Grantee will indemnify and hold the County, the members of the Board of Commissioners, the County's officers, employees, representatives and agents, the Authority, and the Authority's officers, employees, representatives and agents (the "County Indemnified Parties") harmless from and against any loss, cost, damage or expense of any kind whatsoever arising from, out of, or in connection with the Project, the performance of services upon the Project or otherwise related to the Grant, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or

otherwise, and shall defend, at the County's election, any and all actions brought against the County Indemnified Parties upon such claims or demands.

(b) It is understood and agreed that Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the County and Authority, without restriction, from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including claims by business and non-business invitees, and involving their property and all other property sustaining damage as a direct or indirect result of the undertaking of the Project, when validly present on Grantee's premises, whether or not actually engaged in the Project, at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the County or of its agents or employees. Grantee shall furnish to the Authority a copy of the liability policy endorsing the County and Authority as Additional Insureds without restriction at execution of this Agreement.

(c) Grantee shall require each and every contractor or subcontractor for the Project to indemnify and save and hold harmless the County Indemnified Parties against any demand, claim, suit, loss, costs, or damages arising out of or relating to or with their performance of services upon the Project.

12. No Consent to Jurisdiction. By entering into this Agreement, the County does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the County.

13. Notice; Parties to Act through Designated Representatives.

(a) 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 COUNTY: George Connor, Executive Director
Dauphin County Industrial Development Authority
3211 N. Front Street, Suite 301-C
Harrisburg, Pennsylvania 17110
EMAIL: gconnor@dauphincounty.gov

With a copy to: LaToya Winfield Bellamy, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, Pennsylvania 17101
EMAIL: lbellamy@eckertseamans.com

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

IF TO GRANTEE: Bryan K. Davis, Executive Director
Redevelopment Authority of the City of Harrisburg
10 N. 2nd Street, Suite 405
Harrisburg, Pennsylvania 17105
EMAIL: bdavis@hra-harrisburgpa.org

IF TO CO-GRANTEE: Mayor Wanda Williams
City of Harrisburg
Rev. Dr. Martin Luther King Jr., Government Center
10 N. Second Street
Harrisburg, Pennsylvania 17101
EMAIL: mayor@harrisburgpa.gov

(b) Whenever it is herein stated that either the County or the Grantee or Co-Grantee may, or is required, to take some action, all may act through the above-designated recipient of notice hereunder or such person's designee and the signature of such designated person on any writing required or permitted hereunder shall be sufficient for all purposes hereof, unless the party purporting to rely on the same has actual knowledge at the pertinent time that would preclude such reliance.

14. Termination and Suspension.

(a) Grantee's performance of the Project and Grantee and Co-Grantee's fulfillment of their obligations under this Agreement shall be regularly evaluated by the County. If the County, in its sole discretion, determines that Grantee and/or Co-Grantee have not met their obligations hereunder, the County reserves the right to terminate this Agreement upon giving not less than ten (10) days' notice to Grantee and Co-Grantee. The grounds for such notice include, but are not limited to, any of the following reasons:

- (i) Failure of the Grantee or Co-Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (ii) Audit exceptions or irregularities involving Grant or other Project funds;
- (iii) Violation of any of the warranties, representations or covenants of this Agreement;
- (iv) Violation of laws applicable to the implementation of the Project;
- (v) Misuse of funds, gross mismanagement, criminal activity, fraud or malfeasance in the implementation of the Project or administration of the Grant; and
- (vi) When, in the determination of the County, the Project cannot be continued in such a manner as to adequately fulfill the intent of the Project as presented to the County in relation to this Grant due to an act of God, strike or disaster.

Notwithstanding the foregoing, the County may, in its discretion, annul such termination by notice to the Grantee and Co-Grantee.

(b) In the event the County exercises such right of termination, the County shall be without further liability whatsoever to the Grantee and Co-Grantee under this Agreement, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of termination. Grantee and Co-Grantee agree that they shall not be entitled to any damages whatsoever in the event of such termination.

(c) Upon written notice to the Grantee and Co-Grantee and at any time during the term of this Agreement, the County may immediately suspend payments under this Agreement for any, or upon suspicion of any, of the reasons identified in subparagraph (a). In the event of such a suspension, the County shall be without further liability whatsoever to the Grantee and Co-Grantee under this Agreement for the duration of the suspension, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of suspension. Grantee and Co-Grantee agree that they shall not be entitled to any damages whatsoever in the event of such suspension. If the suspension is not lifted within 45 days of the date of the notice, the parties shall meet to discuss the Project and the reasons giving rise to the suspension. The County, in its sole discretion, shall determine the basis and timing for lifting the suspension.

15. Waiver of Causes of Action. In consideration of the Grant, the Grantee and Co-Grantee hereby covenant not to institute any legal proceedings against the County, the Board of Commissioners of the County, the Authority or the County or Authority's respective officers, employees, agents or representatives in connection with the Grant or the Project, and hereby waive any rights they may have to bring any such proceedings.

16. Public Acknowledgment.

(a) All publicity or ceremony regarding the Grant shall be cleared in advance with the County. No announcement of the Grant may be made without the County's prior consent. Grantee and Co-Grantee agree to participate in and cooperate with the County in the planning and conduct of a public ceremony acknowledging the award of the Grant.

(b) Any publication concerning the Project shall acknowledge that it was financed by, or financed in part by, "a grant from the Dauphin County Commissioners." Acknowledgement of County financial assistance may be combined with acknowledgement of other funding sources on Project signs or in Project publications.

(c) In addition to the public acknowledgement discussed in subparagraph (b), and at its election, the County shall have the right to place or erect its own signage regarding the County financial assistance for the Project at or on the Project site. County signage may be erected any time after the full execution of this Agreement and shall remain on the Project site for the duration of the Project and for up to 30 days after completion of the Project. County signage will be erected and maintained at the County's expense. The County will cooperate with the Grantee in determining the location of any County signage; provided, however, that any

County signage must be clearly visible from any public streets or thoroughfares surrounding the Project site. In the event of a revocation or termination of the Grant, the County will remove all signage within 20 days of the effective date thereof.

17. No Third Party Beneficiaries. No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the County and the Grantee and Co-Grantee, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

18. Assignment, Transfer or Collateral Use. The Grantee shall not assign any interest in this Grant, and shall not transfer any interest in this Grant by novation or assignment, without the prior written consent of the County, which consent may be granted or withheld at the County's discretion. Approval of such assignment shall not release or relieve Grantee or Co-Grantee from any liability or obligation to perform under this Agreement. Nor shall such approval establish any legal relationship between the County and any other third party, and under no circumstances shall the County be held liable for any act or omission committed pursuant to such an assignment.

19. Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of effecting the terms of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, employees, agents, representatives, contractors and subcontractors, if any.

20. Compliance with Applicable Laws. Grantee and Co-Grantee agree, for themselves and their employees, agents, successors, and assigns, that they will comply with all laws, regulations, ordinances and court or administrative orders, local, state and federal, applicable to the implementation of the Project and administration of the Grant. Grantee and Co-Grantee acknowledge that this agreement is subject to all requirements set forth herein and further agree that they will comply with future requirements determined by the County as necessary.

21. Non-Waiver of Remedies. Consent by the County to a waiver of any requirement of this Agreement, or to a breach of any such requirement by Grantee or Co-Grantee, shall not preclude the County from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Agreement. No delay or failure on the part of the County in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of the County hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The County shall have the right at all times to enforce the provisions of this Agreement in accordance

with the terms hereof notwithstanding any conduct or custom on the part of the County in refraining from so doing at any time or times.

22. Limited Liability of the County. The liability of the County hereunder shall be enforceable only out of the local share gaming funds available for the purpose hereunder, and there shall be no other recourse by Grantee against the County, the Board of Commissioners, the Authority, their respective officers, employees, agents, representatives, past, present or future, or any of the property now or hereafter owned by it or them, either directly or indirectly. Any judgment for such liability shall be marked by the prothonotary or court administrator of any court in which it is recorded as being enforceable only out of such funds. All such other or additional recourse or liability is hereby expressly waived and released as a condition of and consideration for execution and delivery of this Agreement.

23. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agent, representative, employee or officer of the County, Grantee or Co-Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all parties in accordance with Section 24.

24. Amendment. This Agreement may not be amended except upon written consent of all parties hereto.

25. Change of Law. In the event that the Gaming Act is amended by the Pennsylvania state legislature to decrease, eliminate or otherwise adversely impact, or any other legislative or judicial action is taken that results in a decrease, the elimination of, or an adverse impact on, the local share assessment amounts paid to the County under the Gaming Act or any other provision of the law, the County reserves the right to revoke the Grant.

26. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that the Court of Common Pleas of Dauphin County is the most convenient forum for each party for the adjudication of any dispute concerning this Agreement, and therefore any cause of action raised in relation to this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

27. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission. In such event, such party shall forthwith deliver to the other party an original counterpart of this Agreement executed by such party.

28. Severability. 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.

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.

ATTEST: COUNTY OF DAUPHIN

By: _____
Vincent L. Paese
Chief Clerk/Chief of Staff

By: _____
George P. Hartwick III
Chairman

By: _____
Justin Douglas
Commissioner

By: _____
Mike Pries
Commissioner

ATTEST: GRANTEE: REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

By: _____
Witness

By: _____
Authorized Officer

ATTEST: CO-GRANTEE: CITY OF HARRISBURG

By: _____
Witness

By: _____
Authorized Officer