

HARRISBURG REDEVELOPMENT AUTHORITY

RESOLUTION NO. 26-2025

WHEREAS, the Paxton Creek Master Plan commissioned by the Pennsylvania Department of Transportation advocates mitigating the Paxton Creek's adverse impact through de-channelization and identifies the Authority as a lead entity in these efforts; and

WHEREAS, the CITY incorporated the Paxton Creek Master Plan in the City of Harrisburg 2020 Comprehensive Plan; and

WHEREAS, the CITY in coordination with the Authority, applied for and received a 2022 FEMA Hazard Mitigation Grant Program (HMGP) Advance Assistance Award of \$139,999.98 titled "Paxton Creek Advanced Assistance Project" for engineering, design, and planning related to Paxton Creek de-channelization; and

WHEREAS, the CITY wishes to subcontract with the Authority to administer and execute the scope of work of the "Paxton Creek Advanced Assistance Project"

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a contract with the City of Harrisburg for approximately \$140,000, in substantially the same form and substance as Exhibit "A" attached hereto.

8/19/2025
Date

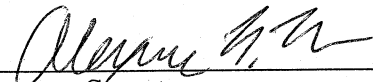

Secretary

EXHIBIT A to Resolution 26-2025

CITY OF HARRISBURG

AND

THE REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

CONTRACT FOR SERVICES

This CONTRACT is made this _____ day of _____, 2025, by and between the City of Harrisburg (hereinafter "CITY"), through its Department of Engineering (hereinafter "Engineering") and the Redevelopment Authority of the City of Harrisburg, a redevelopment authority organized and existing under the Urban Redevelopment Law (the "Redevelopment Law"), with offices at 10 North Second Street, Harrisburg, Pennsylvania (hereinafter "Authority").

WHEREAS, the Redevelopment Law directs the Authority to promote elimination of blighted areas and supply sanitary housing in areas throughout the Commonwealth; by declaring acquisition, sound replanning and redevelopment of such areas to be for the promotion of health, safety, convenience and welfare;

WHEREAS, the channelized section of the Paxton Creek watercourse in the City of Harrisburg contributes to stormwater overflow and flooding, and to a Federal Emergency Management Agency (FEMA) Special Hazard Flood Area (100-year floodplain) designation of affected residential and commercial property which inhibits the health, safety, welfare of residents and promotes blight.

WHEREAS, the Paxton Creek Master Plan commissioned by the Pennsylvania Department of Transportation advocates mitigating the Paxton Creek's adverse impact through de-channelization and identifies the Authority as a lead entity in these efforts.

WHEREAS, the CITY incorporated the Paxton Creek Master Plan in the City of Harrisburg 2020 Comprehensive Plan.

WHEREAS, the CITY in coordination with the Authority applied for and received a 2022 FEMA Hazard Mitigation Grant Program (HMGP) Advance Assistance Award of \$139,999.98 titled "Paxton Creek Advanced Assistance Project" for engineering, design, and planning related to Paxton Creek de-channelization.

WHEREAS, the CITY wishes to subcontract with the Authority to administer and execute the scope of work of the "Paxton Creek Advanced Assistance Project"

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

Part One

Article I. SCOPE OF SERVICES

The Authority will provide the following services, consistent with the terms and conditions of this CONTRACT for the amount of \$139,999.98, in support of the CITY's "Paxton Creek Advanced Assistance Project" as follows:

- A. The Authority shall:
 - 1. Contract a Qualified Environmental Engineering Firm through standard competitive procurement procedures in advertising and selection, to perform the scope of work listed as follows:
 - 2. Cost Benefit Analysis of Paxton Creek De-channelization involving all assets, private and public, in the target area for de-channelization as outlined in the Paxton Creek Master Plan and determined by the Authority, in accordance with FEMA Cost Benefit Analysis criteria, and produce a final a final Cost Benefit Analysis Report in a manner applicable for future FEMA funding applications.
 - 3. Preliminary Engineering and Design activities guided by the Paxton Creek Master Plan and related de-channelization feasibility, Hydrological and Hydraulic modelling as determined by the Authority.
- B. In order to properly manage contract services, the Authority shall:
 - 1. In the event of default of a Specified Performance Agreement or Developer Agreement, consult with the DBHD to receive specific approval for remedial actions, if any, to be taken by the Authority staff or legal representative.
 - 2. Submit invoices and time reports, in a form approved by the CITY, for all hours and incidental expenses for which the Authority seeks reimbursement and do so no less often than monthly. Invoices and time reports must be of sufficient detail and proper format to FEMA HMGP requirements.
 - 3. Meet with CITY staff as requested to review progress and outstanding work items.
 - 4. Provide quarterly progress reports, in a form approved by FEMA and the CITY, identifying the status of the project.
- C. The Authority and DBHD hereby agree that the conditions listed in the contract can be revised by mutual written consent of both parties.

ARTICLE II. TIME OF PERFORMANCE

Contract Period

AUTHORITY shall commence its services on the date this Contract is signed by both parties and shall perform the tasks. Anything in this CONTRACT to the contrary notwithstanding, this CONTRACT shall expire completion of scope of work accepted and verified by the City, and no later than the grant termination date as specified in the HMGP award.

ARTICLE III. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

AUTHORITY shall maintain all records required by FEMA insofar as they apply to the activities to be funded under this CONTRACT. Such records shall include but are not limited to:

- a. records providing a full description of each activity undertaken; AND
- b. other records necessary to document compliance with this CONTRACT.

2. Retention

AUTHORITY shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of no less than four (4) years after the termination of all activities funded under this CONTRACT or after the resolution of all federal monitoring and/or audit findings, whichever occurs later.

3. Close-Outs

AUTHORITY'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. making final payments;
- b. determining the custodianship of records while ensuring AUTHORITY'S obligation of confidentiality.

B. Progress Reports

AUTHORITY shall submit regular monthly Progress Reports to the CITY in the form, content, and frequency as required by ARTICLE I, Section

B.4 herein. The CITY may withhold payments on invoices if such Progress Reports are not submitted on a timely basis.

C. Performance Monitoring

1. The CITY will monitor the performance of AUTHORITY against the goals and performance standards required in ARTICLE I, Section A, herein to ensure that said goals and standards are achieved. Substandard performance, as determined by the CITY, will constitute non-compliance with this CONTRACT. If action to correct such substandard performance is not taken by AUTHORITY within a reasonable period of time, not to exceed thirty (30) days after notice of substandard performance, the CITY may suspend or terminate this CONTRACT, consistent with ARTICLE VII, Section G.1. herein.
2. CITY will review progress and activities completed before processing invoices to ensure compliance with provisions of this CONTRACT. Disbursements shall be withheld if work is not reasonably completed and until compliance is obtained.

D. Significant Developments

Events may occur between the scheduled performance reporting dates which have significant impact upon the contracted activity. In such cases, AUTHORITY must inform the CITY immediately upon the discovery of the following types of conditions:

1. problems, delays, or adverse conditions, which will materially impair the ability to meet the objectives of the CONTRACT. This disclosure must include a statement of the action taken, and any assistance needed to resolve the situation.
2. favorable developments which would enable AUTHORITY to meet time schedules and objectives sooner or at less cost than anticipated or produce more beneficial results than originally planned.

E. Conduct

1. The Hatch Political Activities Act

AUTHORITY agrees that no funds provided, nor personnel employed under this CONTRACT shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C §§ 1501 et seq.

2. Conflict of Interest

No member, officer or employee AUTHORITY or its designee or agent who exercises any functions or responsibilities with respect to FEMA during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this CONTRACT. AUTHORITY shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

ARTICLE IV. EMPLOYMENT PRACTICES

A. Civil Rights

1. Compliance

- a. AUTHORITY agrees to comply with Title Four of the Codified Ordinances of the City of Harrisburg, as amended, entitled "Human Relations and Discrimination."
- b. AUTHORITY also agrees to comply with the following Federal laws:
 - (i) Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §§ 2000d et seq., as amended;
 - (ii) Title VII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 et seq., as amended;
 - (iii) Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309, as amended.
 - (iv) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended;
 - (v) The Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., as amended.
 - (vi) The Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq., as amended;
 - (vii) Presidential Executive Order 11063 of November 24, 1962, as amended by Presidential Executive Order 12259 of December 31, 1980; and

- (viii) Presidential Executive Order 11246 of September 24, 1965 as amended by Presidential Executive Orders 11375 of October 13, 1967 and 12086 of October 5, 1978, and as supplemented by Department of Labor regulations at 41 C.F.R. Pt.60.

2. Nondiscrimination

AUTHORITY shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, place of birth, sex, disability or handicap, age, marital status, or status with regard to public assistance, familial status, sexual preference/orientation, or general education certificate (GED).

AUTHORITY shall take affirmative action to ensure that all employment practices are free from such discrimination.

Employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other form of compensation, and selection of training, including apprenticeship. AUTHORITY agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the CITY setting forth the provisions of this nondiscriminatory clause.

3. "Section 504" Clause

AUTHORITY shall comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination against the handicapped in any federally assisted program.

The CITY shall provide AUTHORITY with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B.1 Access to Records

AUTHORITY shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. EEO / AA Statement

AUTHORITY shall, in all solicitations or advertisements for employees placed by or on behalf of AUTHORITY, state that it is an Equal Opportunity or Affirmative Action Employer.

B. Employment Provisions

1. Prohibited Activity

AUTHORITY is prohibited from using funds provided herein or personnel employed in the administration of the program for political, sectarian or religious, lobbying, political patronage, and nepotism activities.

2. Working Conditions

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 29 1970, U.S.C. §§651, et seq., as amended, they shall not be required or permitted to work, be trained, or to receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety. AUTHORITY shall bear sole responsibility for compliance with the Occupational Safety and Health Act of 1970; it shall indemnify and hold the CITY harmless for worksite conditions.

ARTICLE V. SUBCONTRACTING

A. Approvals

AUTHORITY shall not enter into any subcontracts with any agency or individual in the performance of this CONTRACT without the written consent of the CITY prior to the execution of such contract. It is understood and agreed that the services performed by the Authority's Solicitor shall not be considered a subcontract.

In addition, AUTHORITY shall engage only those businesses and organizations that are in good standing with the CITY i.e. in compliance with and not in default nor delinquent on all taxes, utilities, liens, debts, or contracts.

B. Monitoring

AUTHORITY will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports shall be made available to the CITY upon request.

C. Content

AUTHORITY shall cause all of the provisions of this CONTRACT to be included in and made a part of any subcontract executed in the performance of this CONTRACT.

D. Selection Process

AUTHORITY shall ensure that all subcontracts let in the performance of this CONTRACT are awarded fairly and openly. AUTHORITY shall submit executed copies of all subcontracts to CITY; this submission shall include documentation describing the selection process.

E. Use of Debarred, Suspended or Ineligible CONTRACTORS

Assistance secured under this CONTRACT shall be used, directly or indirectly, to employ, award contracts to otherwise engage the services of or fund any CONTRACTOR during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 C.F.R. Pt.24.

ARTICLE VI. PAYMENT

1. Request for Reimbursement

- a. AUTHORITY shall submit to the CITY on a monthly basis, unless otherwise agreed upon, itemized invoices for reimbursement of costs undertaken by AUTHORITY directly related to services provided by it under this CONTRACT.
- b. AUTHORITY must maintain appropriate and necessary documentation detailing the cost of services provided, including but not limited to, time sheets, bills, receipts, statements, or invoices supporting the monthly invoices submitted for reimbursement for services provided by it under this CONTRACT. Such documentation shall be available for review by the CITY at all reasonable times upon request.
- c. If CITY finds services or expenses for which it has questions, reimbursement shall be withheld, and reasons for each withholding shall be presented in writing to AUTHORITY. Satisfactory resolution of the CITY'S questions shall result in the processing of the request for reimbursement.

2. Limitation of Reimbursement

The AUTHORITY'S monthly invoices for reimbursement shall be limited as follows:

- a. The CITY shall not provide any cash advances to the AUTHORITY for anticipated costs, except for just compensation requests made for disbursement

All funds shall be released to the AUTHORITY by the CITY only as a reimbursement for actual costs incurred for providing the level of services as herein provided during the previous month.

- b. AUTHORITY must be able to demonstrate its compliance with the CONTRACT provisions at all times, as set forth in Section(B)(1)(c) above.
- c. The CITY shall retain the right, after consultation with the AUTHORITY, to determine the final eligibility and allowability of the units of service provided and claimed for reimbursement by the AUTHORITY under the terms of this CONTRACT.

ARTICLE VII. GENERAL CONDITIONS

A. General Compliance

AUTHORITY agrees to comply with all applicable Federal, State and local laws and regulations governing the funds provided under this CONTRACT.

B. Governing Law

The rights and obligations of the parties to this CONTRACT shall be governed by, enforced under and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, and all the obligations of the parties created herein shall be performed in Dauphin County, Pennsylvania.

C. Independent Authority

Nothing contained in this CONTRACT is intended to, or shall be construed in any manner to, create or establish the relationship of employer/employee between the parties.

AUTHORITY shall at all times remain an independent AUTHORITY with respect to the services to be performed under this CONTRACT.

D. Amendments

Either party may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT, are executed in writing and are signed by duly authorized representatives of both parties. Such amendments shall not invalidate this CONTRACT nor relieve or release either party from its obligations under this CONTRACT.

The CITY may, at its discretion, amend this CONTRACT to conform with Federal, State and local governmental guidelines, policies and available funding amounts or for other reasons. If such amendments result in a change in the funding level, the scope of services, or schedule of the

activities to be undertaken as part of this CONTRACT, such modifications will be executed by written agreement signed by both parties.

E. Excused Performance

Neither party shall be liable for, and each is excused from, failure to deliver or perform or delay in delivery or performance due to causes beyond its reasonable control, including but not limited to acts of nature, government actions, fire, civil disturbances, interruptions of power or communications, or natural disasters.

F. Waiver

No waiver by either party of any default hereunder by the other party shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of either party hereto in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by either party of any right or remedy shall preclude any other or future exercise thereof of other right or remedy.

G. Insurance [

AUTHORITY and its subcontractors shall provide insurance of the prescribed types and minimum amounts herein set forth. All insurance policies required shall be maintained in full force and effect until all work under this CONTRACT is completed, as evidenced by the formal acceptance thereof in writing by the CITY. Each policy shall contain the provision that thirty (30) days prior written notice must be given to the CITY in the event of cancellation of or a material change in the policy.

The insurance companies indicated in the certificates must be authorized to do business in the Commonwealth of Pennsylvania and must be acceptable to the CITY.

Neither approval by the CITY nor a failure to disapprove the evidence of insurance provided shall release the AUTHORITY from their obligation to indemnify the CITY in accordance with the terms of this CONTRACT.

1. City as Additional Insured

In providing public liability insurance as required hereunder, all such policies of insurance shall include the CITY as an additional insured.

2. Minimum Insurance Requirements

AUTHORITY and all subcontractors shall provide the following insurance types, unless the CITY otherwise agrees in writing:

- a. Workers' Compensation Insurance as required by the Workers' Compensation Act, 77 P.S. §§1 et seq., as

amended, and/or any other Workers' Compensation Laws and any re-enactments, supplements, or amendments thereto.

- b. Liability Insurance for bodily injury, including wrongful death, to any one person and subject to the same limit for each person and for property damage. AUTHORITY'S General Liability Insurance must cover liability arising from the AUTHORITY'S use of CITY real or personal property under this CONTRACT in an amount not less than one million dollars (\$1,000,000.00) for damage to property or damage to one person and one million dollars (\$1,000,000.00) single limit for injury or damage to all persons arising from the same cause.
- c. Automobile Liability Insurance to cover each truck, automobile, vehicle, or other mechanical equipment, whether leased or owned, used in performance of work under this AUTHORITY for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage that provides the minimum coverage as required by Pennsylvania law.

H. Indemnity

- 1. AUTHORITY and its sureties shall indemnify and hold harmless the CITY, its officers, agents and employees, from and against all claims, suits or actions at law or equity of any kind whatsoever, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the work under this CONTRACT including, without limitation, damage to property and injury to and death of any persons, including employees of the AUTHORITY and shall, if required by the CITY, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by the CITY.
- 2. CITY and its sureties shall indemnify and hold harmless the AUTHORITY, its officers, agents and employees, from and against all claims, suits or actions at law or equity of any kind whatsoever, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the work under this CONTRACT including, without limitation, damage to property and injury to and death of any persons, including employees of the CITY and shall, if required by the AUTHORITY, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by the AUTHORITY.

3. The provisions of this coverage shall include all accidents, injuries and claims arising out of, or resulting from, the performance of the work under this CONTRACT, whether or not caused in whole or in part by any act, omission or negligence of the AUTHORITY, its agents and employees or by any act, omission or negligence of the AUTHORITY, its officers, agents or employees.
4. The foregoing notwithstanding, AUTHORITY shall not indemnify CITY for any loss or expense caused by CITY'S own act, omission or negligence, or for any loss or expense for which the CITY has received insurance proceeds, to the extent of such proceeds.

I. Copyright

If this CONTRACT results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive and irrevocable licenses to reproduce, publish or otherwise use and authorize others to use the work for government purposes.

J. Religious Organization

AUTHORITY agrees that funds provided under this CONTRACT will not be utilized for religious activities, to promote religious interest or for the benefit of a religious organization.

K. Drug-Free Work Place

AUTHORITY has executed the certification requiring the AUTHORITY to administer in good faith a policy designated to ensure that all of its facilities are free from the illegal use, possession, or distribution of drugs and alcohol by its staff.

L. Entire Agreement

This writing contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral or written discussion, representations, understandings, promises or agreements which are not expressly included herein.

M. Time is of the Essence

At all times herein described, the parties agree that time is of the essence and that waiver of the time frame as set forth in ARTICLE II shall be given effect unless an extension is agreed to consistent with Section E above.

N. Paragraph Headings

The paragraph and other headings in this CONTRACT are provided for convenience of reference only and shall not be included in any interpretation or construction of the substantive provisions hereof.

ARTICLE VIII. NOTICE

A. Communication and details concerning this CONTRACT shall be directed to the following representatives:

1. **CITY**

10 N. 2nd Street, Suite 206
Harrisburg, PA 17101-1681
717-255-6428

2. **AUTHORITY**

Bryan K. Davis, Executive Director
Harrisburg Redevelopment Authority
10 N. 2nd Street, Suite 405
Harrisburg, PA 17101-1681
717-238-9601

B. AUTHORITY agrees to advise the CITY promptly of issues which may affect the timely and effective completion of the activities under this CONTRACT.

ARTICLE IX. SEVERABILITY

If any term or provision of this CONTRACT or the application thereof to any person or circumstance shall to any extent be judicially declared invalid or unenforceable, the remainder of the CONTRACT or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have executed this CONTRACT as of the date first written above and, intending to be legally bound, hereby, have hereunto set their hands and seals.

THE CITY OF HARRISBURG

By: _____
Mayor

By: _____
City Controller

**REDEVELOPMENT
AUTHORITY OF THE CITY OF
HARRISBURG**

By: _____
Title: _____

By: _____
Title: _____

**APPROVED AS TO FORM
AND LEGALITY:**

By: _____
Law Bureau