
INTER

OFFICE

MEMO

To: HARRISBURG CITY COUNCIL
From: City Clerk
LEGISLATIVE APPROVAL FORM

Date:

LEGISLATIVE APPROVAL FORM/CERTIFICATE OF ACCEPTANCE

BILL NO. -2025

RESOLUTION NO. 71 -2025

THE ABOVE LISTED ITEM WAS WRITTEN AND PREPARED FOR FINAL INTRODUCTION AT THE HARRISBURG CITY SOLICITOR'S OFFICE ON:

Jonathon L. Luff Jr.
Assistant City Solicitor

October 10, 2025
Date

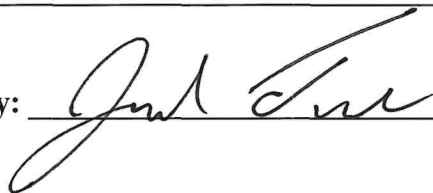
Requested by Department/Bureau: Office of the Mayor

Department/Bureau Contact Person: Mayor Wanda R.D. Williams

For Action on or before:

The attached was received in the Office of the City Clerk for introduction on

Received by:



Date: 10/10/25

RESOLUTION NO. 71 - 2025Moved by: President Hill

A Resolution authorizing the City of Harrisburg to apply for and serve as the Project sponsor for the Pennsylvania Department of Transportation (PennDOT) Transportation Alternatives Set-Aside Grant awarded to the Capital Area Greenbelt Association in the amount of Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00) for Phase 2 of the Capital Area Greenbelt Reconnection Project, (the "Project"), and to enter into all required agreements to administer the funds.

WHEREAS, the City of Harrisburg (the "City") is a third-class city and is a body corporate and politic of the Commonwealth of Pennsylvania (the "Commonwealth"), duly created under the Pennsylvania Constitution and laws of the Commonwealth; and

WHEREAS, the Capital Area Greenbelt Association ("CAGA") is a non-profit organization incorporated in Pennsylvania that is dedicated to the stewardship, restoration, and preservation of the Capital Area Greenbelt, a regional system of trails and parkland; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to Section 303(3) of the Optional Third-Class City Charter Law, Act of July 15, 1957, P.L. 901, No. 399, which empowers the City to contract and be contracted with, and to appropriate and expend moneys as may be required for the good government thereof; and

WHEREAS, Section 304 of the Optional Third-Class City Charter Law provides that the general grant of municipal power shall be liberally construed, thereby confirming the City's authority to negotiate and manage grant agreements, including acting as a pass-through sponsor for a non-profit organization for the purpose of advancing public trails and recreation in furtherance of community welfare; and

WHEREAS, CAGA has requested that the City serve as the official Project sponsor for its PennDOT Transportation Alternatives Set-Aside ("TASA") Grant application in the amount of Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00) to support Phase 2 of the Capital Area Greenbelt Reconnection Project (the "Project"), which will connect the trail through the Pennsy Property and includes design and construction activities; and

WHEREAS, the TASA Grant requires no local match, and CAGA has secured and will continue to provide all additional funding necessary to complete the Project, ensuring that this sponsorship will not result in any financial obligation to the City or its taxpayers; and

WHEREAS, the City's sponsorship of this Project is strictly limited to filing the application and the administration of the Seven Hundred Forty-Six Thousand Three Hundred

Ninety Dollars (\$746,390.00) TASA Grant, if awarded. Any expenditure or commitment of funds beyond that amount shall require further authorization by City Council through the adoption of a subsequent resolution or amendment hereto, consistent with the Optional Third-Class City Charter Law; and

WHEREAS, the City has successfully sponsored prior phases of the Greenbelt restoration, including administering a Nine Hundred Thousand Dollars (\$900,000.00) TASA Grant for Paxtang Parkway Trail, and, therefore, has the experience and capacity to serve as sponsor for this Phase 2 Project; and

WHEREAS, a "Form Of" Agreement between the City and CAGA establishing the respective roles and responsibilities of the parties is attached hereto as Exhibit "A" and incorporated herein by reference.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City of Harrisburg is hereby authorized to apply for and serve as Project sponsor for Phase 2 of the Capital Area Greenbelt Reconnection Project and to administer the Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00) PennDOT Transportation Alternatives Set-Aside (TASA) Grant, if awarded to CAGA.

BE IT FURTHER RESOLVED that the Mayor, City Controller, and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

I second this resolution Councilwoman Daniels

RESOLUTION NO. 71 -2025

YEAS		NAYS
/	MS. DANIELS	
/	MS. DAVIS	
	MS. GREEN <i>absent</i>	
/	MR. JONES	
/	MS. RAWLS	
/	MR. RODRIGUEZ	
/	MS. HILL	
YEAS	6	
NAYS	0	

Passed by City Council 10/28/25

Danielle L Hill
President of City Council

Attest Jan L...
City Clerk

Exhibit A

**COOPERATION AGREEMENT
BETWEEN
CITY OF HARRISBURG
AND
CAPITAL AREA GREENBELT ASSOCIATION**

This AGREEMENT dated _____, 2025 ("Agreement"), is made by and between the City of Harrisburg (the "City"), a municipal corporation, and Capital Area Greenbelt Association ("CAGA"), a non-profit organization (hereinafter each a "Party" and collectively the "Parties").

WHEREAS, CAGA was the recipient of Transportation Alternatives Set-Aside Program ("TASA") grant funding in the aggregate amount of Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00) (the "TASA Grant"), from the Pennsylvania Department of Transportation ("PennDOT") to fund the Paxtang Parkway Trail Restoration Phase 2 Project (the "Project"), in the City of Harrisburg, Dauphin County, Pennsylvania; and

WHEREAS, CAGA has received approval from PennDOT to transfer sponsorship of the Project to the City; and

WHEREAS, the Project requires that a Cooperation Agreement be entered into between CAGA and the City, which authorizes the Project and obligates the City to reimburse PennDOT for any expenditures found by PennDOT to be ineligible (the "PennDOT Requirement"); and

WHEREAS, CAGA has agreed to indemnify and hold harmless the City from any obligation to reimburse PennDOT in the event PennDOT determines that any portion of the Grant funds was expended on ineligible costs, with CAGA remaining solely responsible for such repayment; and

WHEREAS, as part of the funding process, the City will enter into a Grant Agreement with PennDOT (“Grant Agreement”) in which the City will be identified as the sponsor in the administration of the aforesaid Grant Agreement and the funding associated therein; and

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. Status.

The City shall serve as the sponsor for the purpose of receiving the TASA Grant for the Project in an amount up to Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00). The City shall comply with all of the statutory and program requirements throughout the implementation of the Project. The City intends to expend the above mentioned TASA Grant exclusively for the Paxtang Parkway Trail Restoration Phase 2 Project, including but not limited to: acquisition of the property, design, and construction related improvements necessary to complete the Project in accordance with PennDOT requirements.

2. Matching Funds.

The Project does not require a local match from the City. The City’s financial obligation under this Agreement is strictly limited to serving as sponsor and administrator of the Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00) in TASA Grant funds awarded by PennDOT for the Project. The City shall have no obligation to provide any additional funds of its own, and CAGA shall remain solely responsible for securing and providing any other funds necessary to complete the Project.

3. Compliance with Grant Contract.

The City shall comply with all of the applicable provisions of the Grant Agreement between PennDOT and the City. Each Party acknowledges and agrees to comply with all rules and regulations issues by PennDOT that are applicable to that Party through the Grant, Grant Agreement, and this Agreement. The Parties further agree 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.

4. Obligation of CAGA.

CAGA does hereby agree and affirm that, at its own expense and without reimbursement from or contribution by the City, it will undertake all preconstruction activities for the Project. Preconstruction activities shall include, but not be limited to: preliminary engineering, environmental studies, and final design, in accordance with applicable written policies, procedures, specifications, and criteria of state and local government. CAGA shall designate and employ funds in an amount not to exceed Seven Hundred Forty-Six Thousand Three Hundred Ninety Dollars (\$746,390.00). The City shall advise CAGA of any change orders or other cost overruns as early as practical and the Parties shall confer in good faith to review and, if necessary, adjust the scope of work.

5. Reimbursement of Ineligible Expenditures.

Provided that the City undertakes the Project and desires to utilize public funding made available under the TASA Grant, CAGA and the City acknowledge and agree as follows:

If, in accordance with the terms of the Grant Agreement and other laws and regulations of the Commonwealth of Pennsylvania, PennDOT determines that any of the TASA Grant funds received by the City have been used for ineligible expenditure for the Project, PennDOT shall be reimbursed the full amount of any such ineligible expenditure. CAGA shall be responsible for reimbursing the City for such ineligible expenditures.

6. Assignment.

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Harrisburg, Pennsylvania 17101

EMAIL: lawbureau@harrisburgpa.gov

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

IF TO CAGA:

Doug Hill

Capital Area Greenbelt Association

100 Fort Hunter Road

Harrisburg, Pennsylvania 17110

EMAIL: dehill717@gmail.com

- (b) Whenever it is herein stated that either the City or CAGA 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.

10. Binding Effect.

This Agreement shall be binding upon, and inure to, the benefit of the Parties and their respective successors and/or assigns.

11. 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.

12. Indemnification of the City

CAGA shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, costs, and expenses (including attorneys' fees) arising from or relating to the Project, including but not limited to design,

engineering, permitting, and grant administration activities performed by or on behalf of CAGA. CAGA shall, at its own expense, maintain in effect throughout the term of this Agreement commercial general liability insurance, workers' compensation insurance as required by law, and such other coverages as are reasonably necessary to protect the City against claims arising from the Project. The City shall be named as an additional insured under CAGA's general liability policy, and CAGA shall provide the City with certificates of insurance evidencing such coverage upon execution of this Agreement. This indemnification obligation shall survive the termination or expiration of this Agreement.

13. Conflict of Interest Requirements.

CAGA 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. CAGA 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.

14. Amendment.

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.

15. Termination.

The City may terminate this Agreement at any time if CAGA fails to comply with the terms and conditions of this Agreement. Or if the City determines, in its sole discretion, that termination is in the best interests of the City. Termination shall be effective upon written notice to CAGA. In the event

Form Of

of termination, the City shall have no further financial obligation under this Agreement other than payment for eligible costs properly incurred prior to the date of termination.

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: _____
Charlie DeBrunner Date
City Controller

By: _____
Authorized Signatory Date
Capital Area Greenbelt Association