CONSERVANCY ACQUISITION GRANTS

GRANT CONTRACT SIGNATURE PAGE

Directions:

Please submit a signed and attested Grant Contract signature page (Page 5 below) with your Application.

County staff will insert the dates, dollar amounts, and other descriptive information into the contract at such time as the Commissioners take action.

Submitting a completed signature page with the grant application will expedite the award process in the event your project is selected for funding.

Please Note: The contract is not a fillable form and does not accommodate electronic signatures at this time. Please print the signature page, write in your nonprofit name, sign, and attest. Please scan the page to include it with your application and then mail the original to:

Judy Thomas
Chester County Parks + Preservation
601 Westtown Road, Suite 390
West Chester, PA 19380-0990
CHESTER COUNTY
CONSERVANCY ACQUISITION GRANT

Round 36 Grant Contract

Project Name: ____________________________________________

___________________________________________ (Nonprofit)

County of Chester

THIS AGREEMENT, made this ________ day of ______________________, 2024 is by and
between ___________________________________________________, having an address at
_______________________________________________________, hereinafter called “Nonprofit,” and
the County of Chester acting through its County Commissioners, hereinafter called “County.”

1.0 Scope of Services

1.1 This Agreement is to permanently preserve approximately______ acres for public
benefit through the fee simple purchase of, or the purchase of a conservation
easement on, property currently owned by ___________________________ in the
municipality of  ______________________________ , tax parcel(s)
_____________________ (“Property”).

1.2 The Nonprofit agrees to implement the project as described in the Grant
Application (“Project”) and in accordance with modifications (if any) mutually
agreed upon during the grant review process.

1.3 The Nonprofit agrees that permanent restrictions requiring the perpetual use of the
land for open space, natural resource conservation, agriculture, recreation, and/or
public access shall be placed on the land through the Grant of Conservation
Easement (Easement) or the Declaration of Covenants, Conditions, and Restrictions
(Declaration,) which shall be recorded at the Chester County Office of the Recorder
of Deeds.

1.4 The Nonprofit agrees to (1) monitor the parcels preserved with this grant on an
annual basis (at minimum) to determine compliance with the Easement or
Declaration, (2) enforce the terms of the Easement or Declaration, (3) provide
copies of the annual monitoring report to the County, and (4) include the County,
through its Parks and Preservation Department, in its annual site inspection process.
The Nonprofit’s duties pursuant to this provision are continuing duties that survive
the expiration of this Agreement.

1.5 The Nonprofit agrees to abide by the provisions of the Preservation Partnership
Grant Program – Round 36 Policy Manual (Grant Manual) dated October 31, 2023
and associated policy documents. The Grant Manual and associated policy documents (including revisions thereto) are incorporated herein by reference as if set forth in full. The Nonprofit’s duties pursuant this provision are continuing duties that survive the expiration of this Agreement.

1.6 Nonprofit agrees not to sell or convey the Property without prior written authorization from the County. The Nonprofit’s duties pursuant this provision are continuing duties that survive the expiration of this Agreement.

1.7 At the discretion of the Chester County Board of Commissioners, the Nonprofit agrees to attend a public meeting of the Commissioners to acknowledge and celebrate completion of the project.

2.0 Maximum Reimbursement and Agreement End Date

2.1 It is understood that this grant is for a maximum reimbursement of _______________________ dollars ($______________________) (“Grant Award”).

2.2 The Nonprofit understands that funding shall be disbursed by the County as set forth in this Agreement and the guidelines set forth in the Grant Manual.

2.3 This Agreement expires on ______________________, 2027. The Nonprofit agrees and understands that the County will not make payment for costs incurred after the aforesaid expiration date.

3.0 Agreement Amendments and Termination

3.1 This Agreement may be amended only by written instrument signed by both the County and the Nonprofit.

3.2 This Agreement may be terminated by the Nonprofit prior to obtaining any grant funds from the County upon notice to the County by the Nonprofit by Resolution of its governing body declaring its intent not to pursue the Project, whereupon the County shall have no further obligation to the Nonprofit with respect to this Agreement or the underlying Grant Application filed by the Nonprofit.

3.3 The Nonprofit agrees that the County reserves all rights to reassess the Grant Award and approval on any situation, to refuse reimbursement payment, to withdraw conditional grant approval, and/or require additional documentation and assurances or indemnifications from the Nonprofit. The County may terminate this Agreement at any time, upon 45 days written notice to the Nonprofit.

4.0 Hold Harmless: The Nonprofit agrees to indemnify, defend, and hold harmless the County, its agents, and employees on account of any damages or loss, including the cost of litigation or legal counsel arising out of the performance of this Agreement, and/or related to the Property or Project, which are claimed to have been caused by any error, omission, intentional or negligent act by the Nonprofit.
5.0 **Compliance with Law**: The Nonprofit agrees to adhere to all federal, state, and municipal laws, codes, and requirements.

6.0 **Prohibition Against Assignment**: Nonprofit shall not assign, subcontract, or otherwise transfer this Agreement without prior written consent of the County. In the event prior written notification is received and approved by the County for the subcontracting of services by someone other than the Nonprofit, the Nonprofit agrees to accept full responsibility for the performance of all terms of this Agreement regardless of any other approved subcontracting agreements.

7.0 **Non-Discrimination**: Nonprofit expressly agrees to comply with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all other applicable Federal, State and/or Local Laws, ordinances, rules, regulations and orders prohibiting discrimination in hiring or employment opportunities. Compliance is not delegable to any union, training program or other source of recruitment which prevents the Nonprofit from meeting his obligations hereunder.

8.0 **Right-To-Know Law**: A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. B). Unless the Nonprofit provides the County, in writing, with the name and contact information of another person, the County shall notify the Nonprofit using the Nonprofit information provided by the Nonprofit herein if the County needs the Nonprofit’s assistance in any matter arising out of the Right to Know Law (“RTKL”). The Nonprofit shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change. C). Upon notification from the County or the Right to Know Requestor that the County requires the Nonprofit’s assistance in responding to a RTKL request for records in the Nonprofit’s possession, the Nonprofit shall provide the County, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Nonprofit’s possession which arises out of the Agreement that the County requests (“Requested Information”) in order to comply with the RTKL. If the Nonprofit fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Nonprofit shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Nonprofit’s failure, including any statutory damages assessed against the County. D). The County’s determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Nonprofit agrees not to challenge the County’s decision to deem the Requested Information a Public Record. If the Nonprofit considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Nonprofit will immediately notify the County, and will provide a written statement signed by a representative of the Nonprofit explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Nonprofit’s written statement, the County still decides to provide the Requested Information, Nonprofit will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Nonprofit for any costs associated with complying with this provision. F). Nonprofit agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Nonprofit agrees to waive all rights or remedies that may be available to it as a result of the County’s disclosure of Requested Information pursuant to the RTKL. Nonprofit’s duties relating to the RTKL are
continuing duties that survive the expiration of this Agreement and shall continue as long as the Nonprofit has Requested Information in its possession.

9.0 **Laws of the Commonwealth**: This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. Should any provision of this Agreement or the Grant Manual be deemed invalid or illegal, the provisions hereof shall continue in full force and effect as if such provision had not been included.
WITNESS WHEREAS, the parties hereto have caused these presents to be executed, attested, and ensealed by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

CHESTER COUNTY BOARD OF COMMISSIONERS

By: ____________________________________

ATTEST: Chair, Commissioner

____________________________
Commissioner

____________________________
Commissioner

ATTEST:

____________________________
Nonprofit

By: ___________________________________

____________________________
Signature

____________________________
Title