Conservancy Public Benefit Improvement Grant

Grant Contract Signature Page

Directions:
Please submit three original signed and attested copies of the Grant Contract signature page (Page 3 below) with your Application. Both the attester’s signature and the signature of an appropriate organizational officer or representative must be original on all three copies.

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

Submitting the completed signature pages with the grant application will expedite the award process in the event your project is selected for funding.
CHESTER COUNTY
CONSERVANCY PUBLIC BENEFIT IMPROVEMENT GRANT

Round 32 Grant Contract

Project Title: ________________________________

__________________________________________
(Nonprofit)

County of Chester

THIS AGREEMENT, made this ______ day of ________________, 2020 is by and between
______________________________________________, having an address at
______________________________________________, hereinafter called “Nonprofit,” and
the County of Chester acting through its County Commissioners, hereinafter called “County” to fund
the construction of public benefit improvements at ______________________________ within the
municipality(ies) of ______________________________.

A. SCOPE OF CONTRACT

1. This contract is to fund the construction of public benefit improvements on tax map
   parcel(s) ______________________________.

2. The Nonprofit agrees that, where applicable, permanent restrictions requiring the
   continuous use of the land for public access and recreational benefits shall be placed on
   the land through the deed of easement or Declaration of Covenants, Conditions, and
   Restrictions, which shall be recorded at the Office of the Recorder of Deeds.

3. The Nonprofit agrees to ensure proper maintenance of the improvements constructed
   with these funds.

4. The Nonprofit agrees to adhere to all Federal, State, and Municipal laws, codes, and
   requirements. The Nonprofit further agrees to indemnify, defend, and hold harmless the
   County from any and all claims arising out of the performance of this Agreement and
   that are claimed to have been caused by any error, omission, intentional or negligent act
   by the Nonprofit.

5. The Nonprofit agrees that the County reserves all rights to reassess grant award and
   approval on any situation, and refuse to grant reimbursement, withdraw conditional
   grant approval, and/or require additional documentation and assurances or
   indemnifications.
Chester County Conservancy Grant Program
Round 32 Grant Contract

6. The Nonprofit agrees to abide by the provisions of the Preservation Partnership Grant Program Manual as amended or as may be amended, from time to time, by the County. The Manual is incorporated herein by reference as if set forth in full.

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.

B. MAXIMUM REIMBURSEMENT AND CONTRACT END DATE

1. It is understood that this grant is for a maximum of _____________________ dollars ($_________________).

2. The Nonprofit understands that funding shall be provided by the County as set forth in this Contract and the guidelines set forth in the Preservation Partnership Grant Program Manual.

3. This Contract is terminated ________________________. The Nonprofit agrees and understands that the County through this Grant Program will not make payment for costs incurred after the aforesaid termination date.

C. CONTRACT AMENDMENT AND TERMINATION

1. This Contract may be amended only by written instrument signed by both the County and the Nonprofit.

2. This Contract may be terminated by the Nonprofit prior to any expenditure or prior to obtaining 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 awarded project; whereupon the County shall have no further obligation to the Nonprofit with respect to this Grant Contract or the underlying Grant Application filed by the Nonprofit.

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

CHESTER COUNTY BOARD OF COMMISSIONERS

By: ____________________________
   Chairman

ATTEST:

__________________________
__________________________
   Commissioner
   Commissioner

ATTEST:

__________________________
   Nonprofit

By: ____________________________
   Signature

Title