MUNICIPAL PARK AND TRAIL IMPROVEMENT 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 municipality 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
MUNICIPAL PARK AND TRAIL IMPROVEMENT GRANT

Round 36 Grant Contract

Project Name: _______________________________________

___________________________________________
(Municipality)

County of Chester

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

1.0 Scope of Services

1.1 This Agreement is to fund the construction of recreational facilities and improvements (Improvements) on tax parcel(s) ______________________ (“Property”)

1.2 The Municipality 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 Prior to any reimbursement of County funds, the Municipality agrees that permanent restrictions requiring the perpetual use of the land for publicly accessible parkland, recreation, open space, natural resource conservation, and/or agriculture shall be placed on the land on which the Improvements will be constructed through the Declaration of Public Trust, Covenants, Conditions, and Restrictions (Declaration), which shall be recorded at the Chester County Office of the Recorder of Deeds.

1.4 If a County Declaration has been previously recorded on the Property, the Municipality agrees to execute and record the most current version of the Declaration if requested to do so by the County.

1.5 The Municipality agrees to properly maintain and periodically inspect the Improvements constructed as a result of the Grant Award. Further, the Municipality agrees to allow public access on the Property without discrimination and without regard to residency. The Municipality’s duties pursuant to this provision are continuing duties that survive the expiration of this Agreement.
1.6 The Municipality 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 Municipality’s duties pursuant this provision are continuing duties that survive the expiration of this Agreement.

1.7 Municipality agrees not to sell or convey the Property on which the Improvements are made without prior written authorization from the County. The Municipality’s duties pursuant this provision are continuing duties that survive the expiration of this Agreement.

1.8 At the discretion of the Chester County Board of Commissioners, the Municipality 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 Municipality 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 Municipality 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 Municipality.

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

3.3 The Municipality 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 Municipality. The County may terminate this Agreement at any time, upon 45 days written notice to the Municipality.

4.0 Hold Harmless: The Municipality 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,
tentional or negligent act by the Municipality.

5.0 Compliance with Law: The Municipality agrees to adhere to all federal, state, and
municipal laws, codes, and requirements.

6.0 Prohibition Against Assignment: Municipality 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 Municipality, the Municipality 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: Municipality 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 Municipality 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 Municipality provides the County, in
writing, with the name and contact information of another person, the County shall notify
the Municipality using the Municipality information provided by the Municipality herein if
the County needs the Municipality’s assistance in any matter arising out of the Right to
Know Law (“RTKL”). The Municipality 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 Municipality’s assistance in responding to a RTKL request for records in the
Municipality’s possession, the Municipality 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 Municipality’s possession which arises out of the Agreement that the
County requests (“Requested Information”) in order to comply with the RTKL. If the
Municipality fails to provide the Requested Information within ten (10) calendar days after
receipt of such request, the Municipality shall indemnify and hold the County harmless for
any damages, penalties, detriment or harm that the County may incur as a result of the
Municipality’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. Municipality agrees not to challenge the
County’s decision to deem the Requested Information a Public Record. If the Municipality
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 Municipality will
immediately notify the County, and will provide a written statement signed by a
representative of the Municipality 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 Municipality’s written statement, the County still decides to provide
the Requested Information, Municipality will not challenge or in any way hold the County
liable for such a decision. E). The County will not reimburse the Municipality for any costs
associated with complying with this provision. F). Municipality 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 Municipality 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. Municipality’s duties relating to the RTKL are continuing duties that survive
the expiration of this Agreement and shall continue as long as the Municipality 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

ATTEST:

___________________________________

____________________________

Chair, Commissioner

___________________________________

Commissioner

___________________________________

Commissioner

___________________________________

Municipality

ATTEST:

By:

____________________________

Signature and Title

___________________________________

Signature and Title

___________________________________

Signature and Title

___________________________________

Signature and Title

___________________________________

Signature and Title

___________________________________

Signature and Title

___________________________________

Signature and Title