

CONSERVANCY ACQUISITION 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 the 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 ACQUISITION 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" for the fee simple purchase or the purchase of a conservation easement for public benefit over approximately _____ acres.

A. SCOPE OF CONTRACT

1. This contract is to permanently preserve approximately _____ acres currently owned by _____ in _____ Township(s), tax map parcel(s) _____.
2. The Nonprofit agrees that permanent restrictions requiring the continuous use of the land for open space, natural resource conservation, agriculture, recreation and/or public access 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 (1) monitor the parcels acquired with this grant on an annual basis (at minimum) to ensure compliance with the Declaration of Covenants, Conditions, and Restrictions or Conservation Easement, (2) enforce the terms of the Declaration of Covenants, Conditions, and Restrictions or Conservation Easement, (3) provide written copies of the annual monitoring report to the County, and (4) include the County, through its Open Space Preservation Department, in the annual site inspection process.
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.

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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.
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 _____, 2023. 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 AMENDMENTS 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.

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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

ATTEST:

By: _____
Chairman

Commissioner

Commissioner

ATTEST:

Nonprofit

By: _____
Signature

Title