

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Connect/Enhance - Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 20__ between _____ (“Municipality”), having an address at _____, hereinafter called “Municipality”, and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council (“County”).

A. GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the “Grant”), Appendix A, the application for the Grant submitted by Municipality (the “Application”), the Program Guidelines dated _____ issued by the County (the “Program Guidelines”) and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines,) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to properly maintain and periodically inspect the facilities constructed as a result of the Grant for the Project. Further, Municipality agrees to provide for continuous open space, natural areas, natural resource conservation and/or public parks, trails and greenways use of the Project, and to allow public access to the Project, without discrimination and without regard to residency. Municipality agrees not to sell or convey the land that contains the facilities or improvements that were constructed with the aid of the Grant without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than the uses described above and shall not permit private business use (as defined in 26 C.F.R. § 1.141-3) thereof without prior written authorization from the County.
6. The Municipality agrees to record at the County of Delaware Recorder of Deeds the Declaration of Public Trust, Covenants, Conditions, and Restrictions in the form attached hereto as Appendix B prior to any disbursements being made by the County on this Agreement.
7. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
8. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys’ fees).
9. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County’s sole discretion.
10. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.
5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4 and A.7. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:

Delaware County Planning Department
2 West Baltimore Pike, Suite 202
Media, PA 19063

With a copy to:

Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]
COMMONWEALTH OF PENNSYLVANIA;

COUNTY OF DELAWARE

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A

to Grant Agreement¹ [Connect/Enhance - Type]

between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

Reference/attach SOW in Applicant's _____ Grant application

Anticipated Schedule for Completion:

1. Grant Agreement is executed –
2. Design, engineering, construction documentation -
3. Bidding and contracting -
4. Construction -
5. Completion/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
2. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will not be more than the amount of the announced awarded Grant.
3. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project other than the Grant funds.
4. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).

¹Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$ _____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$ _____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$ _____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For development projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Conserve -Type]

By and between

_____ and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT (this "Agreement"), made this _____ day of _____, 20__ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A. GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to properly maintain and periodically inspect the property acquired as a result of the Grant for the Project. Further, Municipality agrees to provide for continuous open space, natural areas, natural resource conservation and/or public parks, trails and greenways use of the Project, and to allow public access to the Project, without discrimination and without regard to residency. Municipality agrees not to sell or convey the land that was acquired with the aid of the Grant without prior written authorization from the County. Municipality shall not use or permit the use of said land(s) and facilities or improvements for other than the uses described above and shall not permit private business use (as defined in 26 C.F.R. § 1.141-3) thereof without prior written authorization from the County.
6. The Municipality agrees to record at the County of Delaware Recorder of Deeds the Declaration of Public Trust, Covenants, Conditions, and Restrictions in the form attached hereto as Appendix B prior to any disbursements being made by the County on this Agreement.
7. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
8. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
9. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
10. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.
5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.7 and A.8. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:
Delaware County Planning Department
1055 E. Baltimore Pike, First Floor
Media, PA 19063

With a copy to:
Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For land conservation projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT [Planning & Design Type]

By and between

and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT ("Agreement"), made this _____ day of _____, 20__ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A GENERAL

1. Municipality agrees that any sums received from the County shall be used in accordance with the awarded grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
2. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
3. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
4. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
5. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
6. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
7. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
8. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds. County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.

5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within three (3) years of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.6 and A.7. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:
Delaware County Planning Department
1055 E. Baltimore Pike, First Floor
Media, PA 19063

With a copy to:
Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]
COMMONWEALTH OF PENNSYLVANIA;

COUNTY OF DELAWARE

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement³ [Planning & Design - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

Reference/attach SOW in Applicant's _____ Grant application

Schedule for Completion:

1. Grant Agreement is signed –
2. Consultant SOW approved -
3. Consultant engaged -
4. Draft Plan/Design Project completed-
5. Plan/Design accepted/adopted/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
2. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will not be more than the amount of the announced awarded Grant.
3. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project other than the Grant funds.
4. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).
5. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible

³Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.

6. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)
 - d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.
7. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For development projects, this shall be in the format of a permanent sign or plaque at the Project site. The sign shall read as follows: "Funds provided by the Delco Green Ways Municipal Grant Program." Letters must be 5/8" high or larger and be visibly presented. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.
8. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

GRANT AGREEMENT
[Mini-PROS Type]

By and between

_____ and
County of Delaware

Project Name: _____ #: _____

THIS AGREEMENT (this "Agreement"), made this _____ day of _____, 202_ between _____ ("Municipality"), having an address at _____, hereinafter called "Municipality", and the County of Delaware, Commonwealth of Pennsylvania, acting through its County Council ("County").

A. GENERAL

- I. Municipality agrees that any sums received from the County shall be used in accordance with the awarded Grant (as further described in Appendix A, the "Grant"), Appendix A, the application for the Grant submitted by Municipality (the "Application"), the Program Guidelines dated _____ issued by the County (the "Program Guidelines") and any other conditions to which the Grant is subject.
- E. Municipality represents that it has the intention, willingness and capability to complete the Project (collectively, as described in the Grant, Application and Program Guidelines) in a competent and timely manner and acknowledges that County is relying on this representation as a material inducement to enter into this Agreement. Municipality confirms that all representations regarding the Project set forth in the Application remain true and correct.
- F. Municipality agrees to comply with the Program Guidelines with respect to the Project and the expenditure of the Grant funds.
- G. Municipality agrees that the awarded grant is non-transferable and if the Project terminates for any reason, or if the scope of work cannot be completed, the Grantee will notify the County in writing as soon as possible after the details are confirmed and return all initial and/or partial payments to include interest if applicable.
- H. Municipality agrees to adhere to all Federal, State, and Municipal laws, codes, and regulations applicable to the Project.
- I. Municipality agrees to indemnify, defend, and save harmless the County from any and all claims, liabilities, demands, and actions based upon or arising out of this Agreement or the Project (including costs and reasonable attorneys' fees).
- J. Municipality agrees that the County reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in the County's sole discretion.
- K. This Grant was approved by County Council on _____, 20__.

B. MAXIMUM GRANT; PAYMENT; RECORDS; AUDIT

1. It is understood that the Grant is for a maximum of _____ Dollars (\$ _____)
2. The Municipality understands that the payment of Grant funds is to be made as set forth by this Agreement, including Appendix A.
3. Municipality agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.
4. Municipality shall maintain books, records, documents, correspondence and other evidence pertaining to the costs and expenses of the Project as will properly reflect all costs of the Project and expenditures of Grant funds and shall retain them and make them available for audit for a period of seven (7) years after final payment of Grant funds.

County reserves the right to conduct one or more audits of the Project and the expenditure of Grant funds at its discretion, during business hours and upon reasonable notice.

5. Municipality shall participate in monitoring review meetings as reasonably requested by County and provide all Information necessary for County to track Project progress and the satisfaction of the conditions of this Agreement and to conduct a project completion review for the Project.

C. EXTENT OF CONTRACT

1. This contract terminates within one (1) year of the date agreement is executed, except as otherwise agreed by the parties in writing, and except with respect to the obligations that are intended to survive termination, including the applicable provisions of Sections A.4, A.7 and A.8. The Municipality agrees and understands that reimbursement will not be made by the County under this Agreement for costs incurred after the aforesaid termination date.

D. MISCELLANEOUS

1. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties. Neither this Agreement nor any of Municipality's rights or obligations hereunder shall be assigned by Municipality without the prior written consent of County.
2. This Agreement may be amended only by a written instrument signed by both County and Municipality.
3. This Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to its rules relating to conflicts of laws.
4. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.
5. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Municipality.
6. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by courier service, or by other messenger) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

County:
Delaware County Planning Department
1055 E. Baltimore Pike, First Floor
Media, PA 19063

With a copy to:
Delaware County Solicitor
Government Center Building
201 West Front Street
Media, PA 19063

Municipality: address set forth at the beginning of this Agreement.

[Signature page follows.]

WITNESS WHEREAS, the parties hereto have caused this Agreement to be executed and attested by their proper officers or officials, pursuant to due and legal action authorizing the same to be done, as of the day and year first written above.

[MUNICIPALITY NAME]

COUNTY OF DELAWARE
COMMONWEALTH OF PENNSYLVANIA;

[Title]

County Council Chair

Attest:

Attest:

[Title]

County Clerk

DELAWARE COUNTY
GREEN WAYS MUNICIPAL GRANT PROGRAM

APPENDIX A
to Grant Agreement⁴ [Mini-PROS - Type]
between
the County of Delaware
("County")
and

("Municipality")

Scope of Work:

The Development of a Mini Parks, Recreation, & Open Space (PROS) Plan for _____ in accordance with the Scope of Work outlined in the Delco Green Ways Municipal Grant Program, Grant Round __, Users' Guidelines - Section 3: MINI-PROS PLAN SCOPE OF WORK, copied below.

SCOPE OF WORK ELEMENTS

The scope of work below represents the elements suggested as the contents of each chapter of an overall municipal plan dealing only with the planning for park lands, conservation areas, and trail connections – the "Mini-Municipal Parks, Recreation, & Open Space Plan". It is a minimum framework for the project. In addition to the scope listed below, the municipality can explore specific topics or projects as part of the plan.

I. INTRODUCTION

- a. How to use the plan
- b. Purpose of the study

2. GOALS AND OBJECTIVES

- a. Study Goals – developed with local study committee
- b. Goals and objectives for the preservation of open space and development of park facilities.

3. NEEDS ASSESSMENT & PUBLIC INVOLVEMENT

- a. Public participation is required throughout the planning process to help determine and prioritize the types of facilities and activities at the site. Community involvement must prioritize diversity, equity, and inclusion to ensure feedback and recommendations that are comprehensive, accountable and appropriate. The plan must include a detailed summary of public participation methods, results and conclusions. A. At minimum, public participation must include:
 - i. Study Committee (5-9 people) – A representative and diverse study committee must be formed and meet with the planning consultant on a regular basis to provide guidance and review of the work. Consider appointing 5-9 people to the committee.
 - ii. Public Meetings – At least two (2) public meetings must be held and at least one of these meetings shall be with elected officials. The appropriate number and type of meetings will vary depending on the project scope and community needs.
 - iii. Key Person Interviews – A key person interview is a one-on-one discussion about a specific topic with an individual recognized or designated as a community leader. The Study Committee should help to determine potential interviewees. Consider conducting 5-10 interviews.
- b. Additional recommended for public participation could include:
 - i. Online Citizen Survey – An opinion poll that asks residents for their perspectives on specific topics related to the plan.
 - ii. Focus Groups – A focus group provides community input from individuals with common interests. Consider focus groups comprised of neighborhood residents, elected officials, organized sports organizations, friends-of-park or trail groups, heritage & environmental organizations, etc.
 - iii. Planning Document Review – Review previous planning documents and consider the results of recent public participation efforts regarding parks, recreation, and open space.

⁴Capitalized terms used but not defined have the meanings set forth in the Grant Agreement.

4. INVENTORY OF NATURAL AND CULTURAL FEATURES

Mapping

- a. Flood plains, wetlands, scenic rivers
- b. Historic/cultural site
- c. Natural and man-made barriers
- d. Steep slopes
- e. Archaeological resources
- f. Unique geological features such as caves

5. INVENTORY OF PARK AND RECREATION FACILITIES AND PROGRAMS

- a. Inventory of indoor and outdoor recreation facilities owned and operated by municipality, school district, non-profits, and private sector that have relevance to the plan.
- b. Inventory of recreation programs available in the community.

6. DEMOGRAPHIC STUDIES

- a. Current population and projected growth for at last 10 years
- b. Population by age groups
- c. Socioeconomic Data – income level, education, gender, per capita, race, ethnicity etc.
- d. DVRPC IPD (Indicators of Potential Disadvantage) Score

7. OPEN SPACE, PARK, and TRAIL INVENTORY and ANALYSIS

- a. Regional parks
- b. Community parks and design standards
- c. Neighborhood parks and design standards
- d. Linear parks, conservation areas, etc.
- e. Open spaces with extent of analysis to be determined by community opportunities and challenges
- f. Potential for trails and connections – not a detailed analysis, conceptual only.

8. CRITICAL ANALYSIS

- a. Strengths, Challenges, Opportunities, Threats
- b. Identification of key critical actions that the community needs to take for five to seven priorities.

9. RECOMMENDATIONS TO PROVIDE NEEDED PARK LANDS AND FACILITIES

- a. Recommendations for open space and natural resource conservation
- b. Recommendations for potential trails and future study of trails
- c. Park improvements with a general Capital Improvement program for five years
- d. Projected maintenance needs
- e. Recommendations on operating funds and revenue sources for a parks, recreation, and open space budget
- f. Municipality's role in the provision of recreation programs and services
- g. Partnerships and future engagement
- h. A five-year action plan
- i. A one-year plan of action shown as a work program.

Deliverable: Electronic version of the plan report with an executive summary

Schedule for Completion:

1. Grant Agreement is executed –
2. Consultant SOW approved
3. Draft Mini-PROS Plan completed –
4. Mini-PROS Plan/ adopted/Close-Out –

Funds:

Up to \$_____ has been allocated for the Project. **Funds unused for the Project will revert to County.** Municipality is responsible for all costs expended to complete the Project over the Grant allocation.

Special Reminders:

1. Delaware County expects plans to be completed six to nine (6 – 9) months after the municipality(ies) award a contract to a qualified firm to assist in the development of the plan. It is recommended that at least one member of the consultant team be a recreation & parks practitioner holding a Certified Park & Recreation Professional (CPRP) certification. The County will provide more information to municipalities undertaking a Mini-PROS Plan about the process for requesting proposals from qualified firms after grants are awarded.
2. The municipality shall receive approval from the County Planning Department staff on their consultant Request for Proposals (RFP) with consultant qualifications prior to its release. (RFP samples will be made available after the Grant Agreements process is completed.)
3. The municipality will share the proposals received with the recommendation of the firm they select with County Planning Department staff. The municipality shall not proceed to contract negotiations before receiving approval from the County on consultant selection.
4. The final Mini-PROS plan must be formally adopted by the municipality(ies)
5. Municipality agrees that all sums received from the County shall be used in accordance with the awarded Grant, the Agreement (including the Appendices thereto), the Application, and the Program Guidelines.
6. The Grant award was based on estimates stated in the Application. Actual grant funds disbursed may be adjusted based on actual costs shown on invoices. The actual amount disbursed may be less but will **not** be more than the amount of the announced awarded Grant.
7. Disbursement of Grant funds is subject to Municipality demonstrating required matching funds have been obtained, if matching funds were included as part of the Municipality's application. Municipality shall be responsible for obtaining all necessary matching funds for the Project. County shall have no responsibility for providing any funds for the Project, other than the Grant funds.
8. Funds received by the Municipality from County for the Project shall be placed into a separate interest-bearing (unless otherwise authorized by the County) bank account for the Project, not into a general fund or account. Documentation confirming creation of this account shall be provided to the County prior to the first disbursement (such as an email or correspondence from the Bank as to the establishment of such account).
9. Upfront grant payments and any interest or other accumulations earned by this grant must be separately identifiable in the accounting funds received under the Grant Agreement. Grantee should invest and reinvest grant funds and any interest on other accumulations earned on such funds as permitted under applicable law. Subject to prior written approval of the County, the Grantee may use the interest or other accumulations earned on grant funds for eligible grant activities. Income earned and expended shall be recorded as part of the closeout documentation. Any unused interest or other income remaining at the completion of the project activities shall be returned to the County.
10. Payment of Grant funds will be in up to three (3) occurrences, in the form of a check from the County.
 - a. The first disbursement may be for 50% of contracted or estimated Project cost and will not require invoices. (\$_____)
 - b. The second disbursement will be after the recipient submits invoices for reimbursement of amounts through 90% of the contracted Grant funds (the 50% already disbursed, plus the next 40%). (up to \$_____)
 - c. The final 10% of the Grant funds will be reimbursed by check after proof of final Project completion is submitted to and accepted by the County. (up to \$_____)

- d. While this represents the generally anticipated payment schedule for Grant funds, the County reserves the right to require alternative payment procedures in certain cases, in its sole discretion.

- 11. Prior to final payment of Grant funds, public acknowledgement of County funding assistance shall be provided. For Professional Services work products, public acknowledgement should come in the form of written recognition on an acknowledgements page, and/or the cover of work product reports, with the same wording as the sign requirements above.

- 12. Municipality further agrees not to obligate funds or begin implementation of the Project prior to receiving specific written authorization from County to proceed.