



CONTRACT BRADFORD COUNTY VOLUNTEER FIRE AND EMS GRANTS

This Contract is entered into the (_____ date _____) by and between the Bradford County Commissioners, 56 Main St., Towanda, PA, hereinafter “**Commissioners**”

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(_____ grantee name and address _____), hereinafter “**Grantee**”.

WITNESSETH

Commissioners and **Grantee** agree as set forth:

Where addressed, the provisions of this Contract shall control the rights and remedies of the parties. Where not addressed or necessary for interpretation or implementation, Pennsylvania law shall prevail. Both parties submit themselves to the jurisdiction of the Pennsylvania Court of Bradford County for all matters arising under this Contract. The **Commissioners** and the **Grantee**, in consideration of the performance on their respective parts of the several provisions herein contained, and intending to be legally bound, agree as follows:

ARTICLE 1 – GENERAL

The **Commissioners** shall hold harmless the **Grantee** for any personal injuries sustained by the **Commissioners** or the **Commissioners’** personnel or for the loss of or damage to **Commissioners’** equipment, materials, and supplies resulting from the execution of this Project.

The **Grantee** shall hold harmless the **Commissioners** for any personal injuries sustained by the **Grantee’s** personnel, participants or visitors or for the loss of or damage to the **Grantee’s** property equipment, materials, and supplies resulting from the execution of this project.

ARTICLE 2 - RESPONSIBILITY OF THE GRANTEE

- 2.1 The **Grantee** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of the project.
- 2.2 The **Grantee** shall be responsible for all costs incurred to complete this project beyond the amount granted by this agreement.
- 2.3 The **Grantee** shall be responsible for accurate and detailed accounting of all funds granted through this agreement.
- 2.4 The **Grantee** shall provide all equipment, labor, and supplies necessary to complete the work as outlined in the proposal documents
- 2.5 The **Grantee** shall assure through the signing of this contract that the following information is available and can be provided to the **Commissioners’** upon request.
 - 1. Adequate liability and property damage insurance appropriate to the scope of the project



- 2. Budgetary and Accounting information and proper receipts for funding expended
- 2.6 The **Grantee** shall be responsible for the promotion of the Project through a form of public media (press releases, TV, radio). All promotional materials will have an acknowledgement of the source of funding.
- 2.7 The **Grantee** shall provide a final report in the format outlined in the grant application package along with any publicity or photographic documentation for the use of the **Commissioners** for future program promotion.
- 2.8 The **Grantee** shall be held responsible for all grant funds and will return all unspent funding provided by the grant to the **Commissioners**.

ARTICLE 3 – COMMISSIONERS’ RESPONSIBILITY

- 3.1 **Commissioners** will assure that the amount approved in this contract is available and will be paid to the **Grantee** upon presentation of required documentation.
- 3.2 **Commissioners** will assure immediate disbursements for educational grants up to \$500.00 for **Grantees** showing documentation of financial hardships associated with reimbursement of grant expenses.

ARTICLE 4 – MUTUAL AGREEMENT

- 4.1 **Contract.** The Contract documents consist of this Agreement, the Project Proposal, and together with any other addenda issued prior to the execution of this Agreement and Modifications or Change Orders issued after the execution of this Agreement for the following project(s):
_____ **(project title)** \$ _____ **(amount)**

The aforementioned form the Contract and are as fully a part of the Contract as if attached to this Agreement. The Contract represents the entire integrated Agreement between the parties and supercedes prior negotiations, representations or agreements, either written or verbal.

- 4.2 **“Work”.** The term Work means the materials, construction and services required by the Contract documents and includes all other labor, materials, equipment and services provided or to be provided by the **Grantee** to fulfill the **Grantee’s** obligations.
- 4.3 The **Grantee** will execute and return all copies of the Agreement, within seven (7) days after the notice of award of grant. The **Commissioners** will review and then issue a notice to proceed. The **Grantee** further agrees to execute the work included in the project proposal so as to insure completion within one (1) year after the official start date or _____.
- 4.4 **Change Orders** – When practicable, additional work, or changes to the work shall be made by written change order and submitted to and approved by both the **Grantee** and the **Commissioners**. Verbal changes can be authorized by a representative of the **Commissioners** and the **Grantee’s** designated representative in the field and documented in writing in order for the project to proceed without significant delay. The **Commissioners** will be bound by the



changes to the work authorized by it or its authorized representative. A dollar amount not to be exceeded for changes shall be established prior to signing of the contract or any amendment.

- 4.5 Delays and Extensions of Time** - If the **Grantee** is delayed at any time in progress of the Project by an act or neglect of **Commissioners** or by changes ordered in the Project or by labor disputes, fire, unusual delays in deliveries, unavoidable casualties or other causes beyond the **Grantee's** control which the **Commissioners'** representative determines may justify delay, then the time for completion shall be extended by a Change Order.
- 4.6** If the **Grantee** is delayed in commencing or completing its work due to causes within its control then the **Commissioners** may reduce or withdraw the agreed to contract amount.
- 4.7 Acts of God** - If the Project is delayed due to adverse weather, an Act of God, or other conditions beyond the control of the **Commissioners**, or the **Grantee**, then the contract completion date will be adjusted to reflect the new completion date without additional cost to either party.
- 4.8 Payment Terms.** Upon completion of the project, the **Grantee** shall submit an invoice and/or full account for the entire amount of the project to the **Commissioners**. Any outstanding payment shall be made by the **Commissioners** no later than 10 days after it receives the final invoice and accounting documentation and final report.
- 4.9 Dispute Resolution.** All claims, disputes and other matters in question arising out of, or relating to, this Agreement shall be referred to statutory arbitration under the Pennsylvania Uniform Arbitration Act, 42 Pa.C.S. Sections 7301 et seq. (the "Uniform Arbitration Act"). Such arbitration shall be by a panel of three arbitrators, with **Commissioners** and **Grantee** each to choose an arbitrator, and together the first two arbitrators shall choose a third arbitrator. Costs for the arbitration shall be shared equally by the parties. The arbitration shall take place in Bradford County, Pennsylvania. Arbitration shall occur within sixty (60) days from the date the written request for appointment of arbitrators is made by either party unless an extension is mutually agreed upon by the parties. This Agreement to arbitrate shall be specifically enforceable under the prevailing Arbitration Law. The award rendered by the arbitrators shall have the effect provided in the Uniform Arbitration Act.
- 4.10 Indemnification.** To the extent permitted by law, each party shall indemnify, defend and hold harmless the other from and against any and all cost, damage, loss and liability arising out of its actions.
- 4.11 Termination by the Grantee.** The **Grantee** may terminate the Contract if the Project is stopped through no act or fault of the **Grantee** for reasons including, but not limited to:
- Issuance of an Order of Court or other governmental body having jurisdiction of the Work;
 - An act of government; and
 - Repeated suspensions, delays or interruptions caused by **Commissioners**.
- 4.12 Force Majeure.** The parties agree that neither shall be held responsible for any delay or postponement of the Project if occasioned by strikes, war, riot, terrorism or other acts resulting directly or indirectly from an act of God.

(Grantee Name) / Bradford County Commissioners



By signing below, the executing person warrants that he or she has authority to bind the organization for which he or she signs.

IN WITNESS, the parties have executed this Agreement by causing the same to be signed on the day and year above written.

Bradford County Commissioners

_____ By _____ Date _____
Witness

Grantee (name)

_____ By _____ Date _____
Witness or Attest