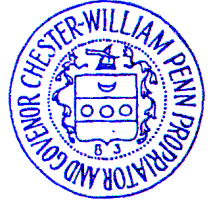




THE COUNTY OF CHESTER



CHESTER COUNTY AGRICULTURAL DEVELOPMENT COUNCIL MEETING

Agenda – March 1, 2023

9:30am-11:30am

Government Services Center 601 Westtown Road, Ste. 270, West Chester 19380

VIA ZOOM & IN-PERSON

Join the webinar: <https://chesco-org.zoom.us/j/97515636971?pwd=STV3eDVNTWFWuQUZxQUVYeUhcCjRNZz09>

1. Call to Order

2. Actions Items:

- A. Approval of the January 4 Meeting Minutes

3. Updates, New Business & Other Business:

A. Communications and Outreach

- Social Media Highlights
- Good Food Fest Update
- Rural Road Safety Plans
- Farm Tales Series
- National Ag Day March 21

B. American Planning Association National Conference

- Agricultural Mobile Workshop

C. Municipal Update

- Municipal Products
 1. Municipal Matrix
 2. Marketing Piece
 3. Next Steps
- 247 Review Letters
 1. Willistown Township, ZA-12-22-17500
 2. New Garden Township, LD-02-23-17565

D. Ag Plan Implementation

- CCEDF Contract Proposal Update
- Jodi Gauker update

E. Public Comment

F. Adjournment

4. Next Meeting – via Zoom or in-person at the Government Services Center, May 3rd at 9:30am

THE COUNTY OF CHESTER

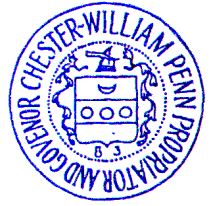


COMMISSIONERS

Marian Moskowitz
Josh Maxwell
Michelle Kichline

AGRICULTURAL DEVELOPMENT
COUNCIL

Government Services Center, Suite 270
601 Westtown Road
P.O. Box 2747
West Chester, PA 19830-0990
(610) 344-6285 Fax (610)344-6515



MINUTES: Regular Monthly Meeting
Chester County Agricultural Development Council
January 4, 2023

Hybrid Meeting
Government Services Center Room 270

Council Members present in Person: Dr. Barbara Dallap-Schaer, Vice Chair; Jodi Gauker; Ryan Heenan; Vince Pompo; Cynthia Petrone-Hudock; Gary Westlake, Chair.

Council Members present via Zoom: Chris Alonzo; Tim Ferris; Casi Long; Adam Mowery.

Council Members absent: Bill Schick

Staff present in Person: Ann Lane; Nancy Shields.

Visitors present in person: None

Staff present via Zoom: Wes Bruckno, Brian O' Leary

Visitors present via Zoom: None

Call to Order: Gary Westlake called the meeting to order at 9:32 a.m.

Action Items:

A motion to approve the November minutes was made by Ms. Gauker, seconded by Ms. Long, was passed.

Updates, New Business, Other Business:

Communications and Outreach:

Ms. Lane introduced the board to Ms. Shields, the new administrative coordinator who will be assisting with Ag Council meetings.

Ms. Lane gave a synopsis of the Farmer of the Year ceremony with feedback from Ms. Petrone-Hudock, Dr. Dallap-Schaer and Mr. Pompo who were also in attendance. Plans for next year include holding the event earlier in the fall, using a board-submitted nominee, providing talking points, and reconfiguring the event to achieve specific goals.

Ms. Lane discussed the most popular social media posts since the last meeting. She requested assistance from the board for future "Meet the Maker" profile suggestions and connections.

Ms. Lane relayed the recent budget increase from \$9,000 to \$13,500 for next year's farm guide. She also recommended using any budgetary surplus to support the 2023 Good Food Fest with a table reservation. Ms. Gauker supported the idea and gave personal testimony about the success of the event. She updated the board

about a recent grant AgConnect received to support the event. Mr. O’Leary agreed that the Ag Council should financially support the event. Ms. Long suggested developing family-friendly learning activities to help draw in passers-by.

Ms. Lane updated the board on plans for youth outreach with Highspire Hills Farm, namely Farm Tales at the Coatesville Library.

Ms. Lane shared plans for Rural Roads Safety Week outreach in partnership with Farm Bureau and CCPC’s Transportation Department. The board agreed a layered approach would be best for future road safety outreach with possible audiences including beginning drivers and school districts. Dr. Dallap-Schaer, Ms. Petrone-Hudock and Mr. Ferris suggested contacts. Mr. Westlake discussed what Farm Bureau had done previously. Mr. Pompo suggested a public safety angle.

Ag Plan Implementation:

Ms. Lane walked the board through the differences between Proposal One and Proposal Two to determine a possible path forward for collaboration with the Chester County Economic Development Council through the creation of a working group or center of excellence.

Mr. Pompo expressed support for a new entity being housed within CCEDC.

Mr. Westlake, Dr. Dallap-Schaer and Ms. Petrone-Hudock discussed the need to incentivize partners to encourage them to participate in ag plan implementation while being sensitive to their individual priorities and work programs.

Mr. O’ Leary encouraged the board to develop a regular reporting process to the Commissioners’ Office, perhaps quarterly.

Mr. Pompo suggested a regular audience for Mr. Westlake at Commissioners Meetings.

Mr. Pompo made a motion to support Proposal Two’s overall working group concept, with the need for Ag Council and CCEDC staff to provide additional documentation covering specific deliverables and a two-year timeline. Dr. Dallap-Schaer seconded the motion. Ms. Gauker abstained from the vote. The motion was approved.

Ms. Petrone-Hudock and Ms. Gauker talked about the need for CCEDC to provide a list of deliverables and a clear distinction between what services will be included for the fee charged.

Municipal Update:

Mr. Bruckno provided a synopsis of a proposed equine facility in East Nantmeal Township. Ms. Gauker expressed concern with some of the recommendations in the review letter concerning riparian buffer vegetation and fertilizer choice. Mr. O’ Leary said they would consider adjusting the wording on similar recommendations going forward, as well as providing additional information for letter recipients on how to implement any recommendations.

Mr. Bruckno presented research he and Ms. Krummrich had done the year prior on municipal ordinances and comp plans that could be used to develop tailored tools to encourage ag-friendly zoning, a strategy identified in the ag plan.

Mr. Pompo encouraged staff to be mindful of working with municipalities to amend zoning as opposed to approaching them in a critical or public fashion.

Ms. Lane presented two examples of existing Planning products the Ag Council might use as a template for their outreach. The board expressed support for Ag Council staff to pursue the idea further and develop a tool they could respond to at the next board meeting.

Directors Report:

There was no public comment.

The next meeting will be Wednesday, March 1, 2023, at 9:30 AM.

There being no further business, the meeting was adjourned at 11:10 AM by Mr. Westlake. A motion was made by Ms. Gauker and seconded by Mr. Heenan.

Respectfully Submitted,



Hillary R. Krummrich, Esq.
Secretary

HRK/sw

Note: Complete reports are a part of the Agricultural Development Council files and can be reviewed at the Planning Commission Office.

DRAFT

Dear X,

The Chester County Ag Council is offering to assist our municipal partners with XXX as part of our continued implementation of the county's Agricultural Economic Development Strategic Plan.

Possible ideas:

1. Information Sharing. We can direct municipalities to our ag related information, such as the info sheets, eTools, and ag economic development plan. Perhaps we can also offer to connect them to others who can provide information.
2. Presentations. We can offer to meet with municipal elected officials, planning commissions, or staff to discuss ways they can improve their municipal regulations and support the future of farming. We can also present broader agricultural information to them.
3. Drafting of Revised Regulations. We can contract with them to draft proposed zoning amendments that make their zoning more ag-friendly. This would be at a relatively low price that is discounted. This could be done by Wes, a community planner, or another planner in the agency, depending on staff availability.
4. Other.

If you are interested in hearing more about how the County can work with you, please feel free to reach out to Hillary Krummrich at hkrummrich@chesco.org.

Ag Friendly Municipalities

We need your help to keep our sense of place here in Chester County!

The county is implementing its Agricultural Economic Development Strategic Plan and your involvement at the municipal level is crucial. The Chester County Ag Council can help your municipality prepare for the future by understanding modern agriculture, what it needs to thrive and how it can help benefit the environment, maintain historic structures, and provide agrarian viewsheds, in addition to keeping our local economy strong.

Agriculture is constantly changing, adapting to current trends, adopting technology, and embracing environmental practices; all redefining how food, fuel and fiber are produced.



So why should you help?

Ag is vital to economic success

Because the agricultural industry is a leading employer and tax generator throughout the county. It provides open lands, which can help keep costs of local services low, such as police and fire protection, as opposed to when the land is developed. And economically successful farms are the best way to preserve open space.

Ag is more diverse than ever

Agriculture is not the same as it was decades ago. Business models differ, the types of operations have increased and there are many different sales models, such as direct-to-consumer (on or off-farm) that producers can use. Agriculture can provide entertainment through a variety of ways, such as pick-your-own opportunities with the kids or wine tasting with friends.

“Agriculture is not the same as it was decades ago.”

Ag regulations may be out of date

The industry is more than large acre dairy or beef operations. The agricultural industry includes many types of farming, including small acreage production and climate-controlled businesses. As such, the regulations that once worked to protect farming in your communities may no longer be suitable.



If your municipality would like assistance with agricultural issues, please contact the Chester County Ag Council.

		Lower Oxford	Newlin	West Nantmeal	West Caln	West Sadsbury	East Bradford
		R-1 Residential District/Sec. 400	Article 3 Flexible Rural Dev Opt 4; article IV AP District (adopted in 2017)	Sec. 402 - R-1 Agricultural Preservation	Article IV - AP-Agricultural Preservation	Part 3D-AG-Agricultural District	No Ag District
		Min Lot Size Req for Ag	10 acre	10 acres	2 acres	10 acres	10 acres
POLICY Such as: Clear statement in the comp plan or zoning supporting commercial agriculture as an important form of modern industry? (This means that the policy recognizes agriculture as a distinct land use, which should be provided with a zoning district similar to commercial, industrial and other zoning districts).	Community Development Objectives Promote Preservation of the Agricultural Resources and Industry	no	Sec.301.A.6.&7	Sec. 104 – Indirectly thru reference to Comp Plan	Sec. 102.B	no	
	Designated or Specialized Agricultural District (as an expression of policy)	no	Article III, IV	yes	Article IV	Part 3D	
REGULATIONS: Such as: Does zoning allow ancillary farm support services, such as welding, ag product processing, sales, machinery repair, similar farm-related businesses, controlled environment ag?	Secondary Farm Business Accessory to Agricultural Production, or unrelated to ag allowed	Sec.400.10, but with less ag friendly requirements, Sec. 400.11.C Home occupations	Sec.611, 612	Sec. 404(B)(6),(7), Sec.703	Sec. 1101.B., Sec. 1101.B8.c.	Sec. 348	
	Agricultural Uses Permitted by Right	Sec. 400.2	Sec.240-27A.(1), 303B.1 but only nonintensive	Sec. 402(B)(8)	Sec. 401.A.1.	Sec. 340.2.A., B.	
	Controlled Environment Agriculture	no	no	no	no	no	
	Agritainment allowed	no	no	no	no	no	

Green: Regulation is considered agriculture

Red: Regulation is inadequate or missing

Yellow: Regulation needs improvement



THE COUNTY OF CHESTER



COMMISSIONERS
Marian D. Moskowitz
Josh Maxwell
Michelle Kichline

Brian N. O’Leary, AICP
Executive Director

PLANNING COMMISSION
Government Services Center, Suite 270
601 Westtown Road
P. O. Box 2747
West Chester, PA 19380-0990
(610) 344-6285 Fax (610) 344-6515

January 17, 2023

Sally A. Slook, Manager
Willistown Township
688 Sugartown Road
Malvern, PA 19355

Re: Zoning Ordinance Amendment – Direct Commercial Sales of Agricultural Commodities,
RU Rural District
Willistown Township – ZA-12-22-17500

Dear Ms. Slook:

The Chester County Planning Commission has reviewed the proposed Zoning Ordinance Amendment as submitted pursuant to the provisions of the Pennsylvania Municipalities Planning Code, Section 609(e). The referral for review was received by this office on December 20, 2022. We offer the following comments to assist in your review of the proposed amendment.

DESCRIPTION:

1. The Township proposes the addition of subsection (d) to Section 139-12.G.(4), pertaining to the direct commercial sales of agricultural commodities upon property owned and operated by a landowner in the RU Rural District. The proposed ordinance language states that activities in furtherance of, or customarily incidental to, the sale of agricultural commodities, such as pick-your-own and cut-your own produce, instructions to customers, tastings and free samples of agricultural commodities, and tours of the agricultural facilities on the property, shall also be permitted, provided that all revenue collected is related to the sale of agricultural commodities, and not for service.

COMMENTS:

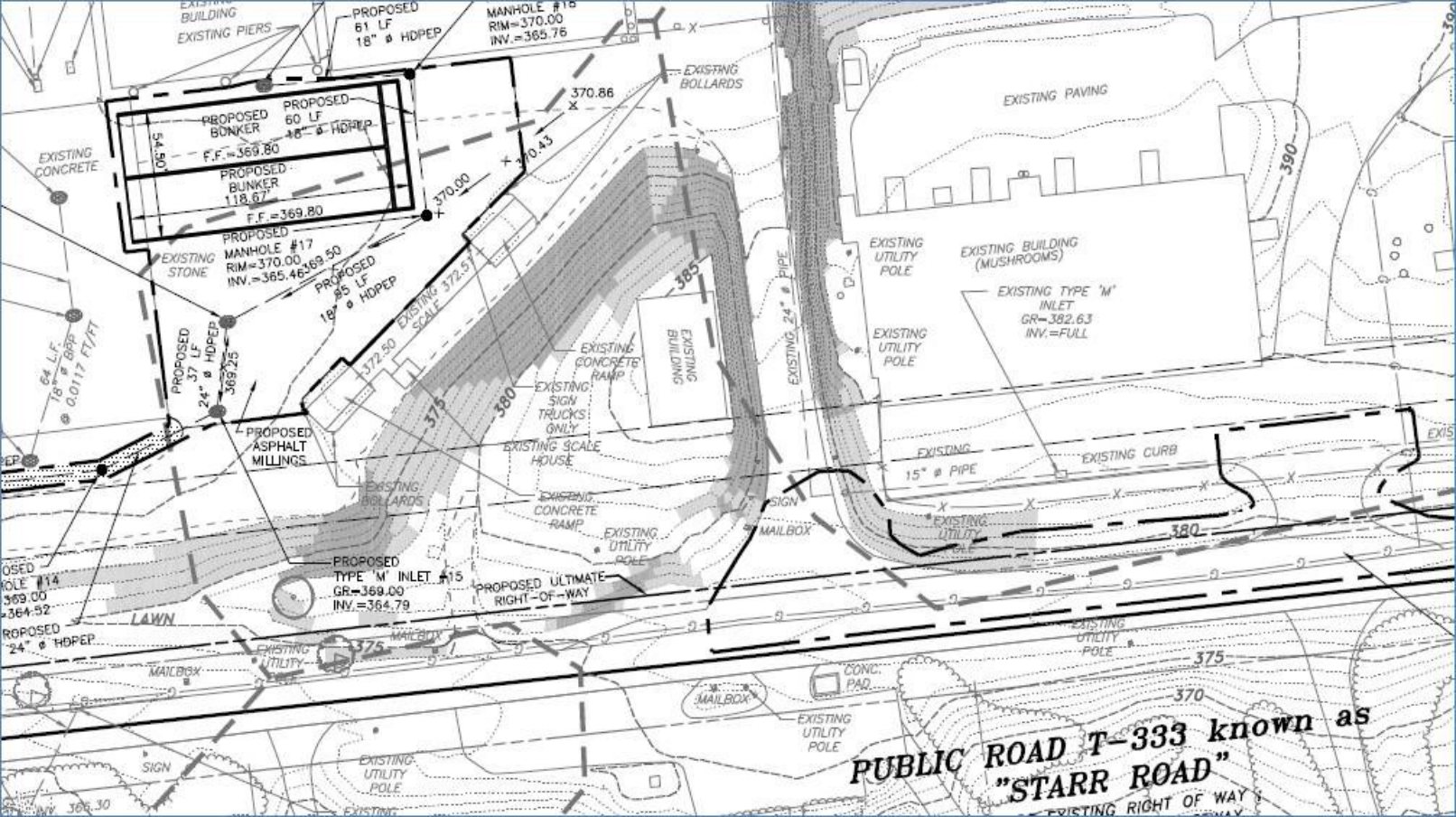
2. The proposed ordinance language appears to be appropriate.

RECOMMENDATION: The County Planning Commission supports the adoption of the proposed zoning ordinance amendment.

We request an official copy of the decision made by the Township Supervisors, as required by Section 609(g) of the Pennsylvania Municipalities Planning Code. This will allow us to maintain a current file copy of your ordinance.

Sincerely,

Paul Farkas
Senior Review Planner



PUBLIC ROAD T-333 known as "STARR ROAD"
EXISTING RIGHT OF WAY

COUNTY OF CHESTER
CONSULTANT AGREEMENT Contract ID #

THIS AGREEMENT is made and entered into this _____ day of _____ and between the County of Chester (herein called “County”), and Chester County Economic Development Foundation (hereinafter called “Consultant”).

WITNESS

County proposes to use services of Consultant and Consultant agrees to provide such services under and subject to the following terms and conditions:

1.0 Scope of Services:

- 1.1 Consultant shall provide facilitation of the County’s Agricultural Economic Development Strategic Plan implementation services as an Independent Contractor and not as a County employee for any purpose. Consultant will diligently and conscientiously devote his/her time and attention and best efforts to render services as indicated.
- 1.2 Consultant will perform such contracted services as described in this Agreement and Proposal submitted by Consultant dated February 1, 2023 as shown as Attachment A in this Agreement.

2.0 Documents in order of Precedence:

- 2.1 This Agreement.
- 2.2 Proposal submitted by Chester County Economic Development Foundation (CCEDF) dated February 1, 2023 and shown as Attachment A.
- 2.3 CCEDF Services excluded from the service contract and shown as Attachment B.

3.0 Method of Payment: The County agrees to pay Consultant a not to exceed amount of \$24,000.00 annually for services. Fees not to exceed those specified in the attachment for performance of the services requested and rendered to the satisfaction of the County. Payments shall be made promptly following receipt of correct invoice(s) submitted and subject to County approval of satisfactory performance of the work required under this Agreement. The County assumes no liability for any payment request older than six (6) months from the delivery or completion of work. No additional payments shall be made for out of pocket expenses.

Invoices shall be submitted to County of Chester, Planning Commission, 601 Westtown Road, Suite 270, P.O. Box 2747, West Chester, PA 19382 and must reference the Chester County Contract I.D. # associated with the Contract.

4.0 Term of Agreement: The term of this Agreement shall begin March 1, 2023 and continue through February 29, 2024. The County will reassess the progress at one (1) year and reserves the sole right to extend this Agreement up to one (1) additional one-year based upon the availability of funds and as deemed proper and/or necessary in the best interest of the County. Extension of this Agreement shall be transmitted by written Amendment to this Agreement with signature of an authorized official of the Consultant and signature of County.

5.0 Termination: This Agreement shall terminate upon the satisfactory completion of work by Consultant and acceptance by County or upon ten (10) days written notice by either party at any time or upon incapacity of Consultant. If at any time during the term of this contract, Consultant is relieved of his/her contractual obligations or terminated with or without cause, the Consultant will ensure the following: Any materials or research data including surveys compiled to the date of termination by the Consultant shall

become the property of Chester County. Payment shall, however be made for all work satisfactorily performed to the date of notice to Consultant and submitted to the County. County will withhold final payment until all materials are received.

6.0 **Notices:**

For County:

Chester County Planning Commission
Brian N. O’Leary, Executive Director
601 Westtown Road, Suite 270
West Chester, PA 19380

For Consultant:

Chester County Economic Development Foundation
Gary W. Smith, President and CEO
737 Constitution Drive
Exton, PA 19341

7.0 **Contract Modification and Amendment:** Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Amendment, which shall be attached to and become part of the Agreement. No extras or additional work/services will be allowed or paid for unless ordered in writing by the County and the price fixed and agreed upon before such work/service is performed.

8.0 **Fiscal Records:** Consultant shall, for a period of seven (7) years from termination or cancellation of this Agreement, maintain, preserve and make available accounting ledgers, journals, invoices, receipts, canceled checks and individual billings and all other documents which provide evidence reflecting all direct or indirect costs and expenses of whatever nature claimed to have been incurred in its performance of the services required by this Agreement and in accordance with the fiscal regulations and management guidelines of the County.

9.0 **Hold Harmless:** It is understood that the Consultant is an independent Contractor in respect to its performance under this Agreement, and shall assume all risks and responsibilities for losses of every description in connection with the service, which can be attributed either directly or indirectly to the Consultant. The Consultant agrees to indemnify, defend, and hold harmless County, its agents and employees from and against any losses, expenses (including reasonable attorney’s fees), demands or judgments (“claims”) which result or arise out of negligent or willful misconduct of Consultant or its officers, agents, servants, Subcontractors or employees under this Agreement for personal injury or property damages as well as for any employment, tax, withholding, discrimination or other employment related claims concerning Consultant’s employees or Subcontractors.

10.0 **Prohibition Against Assignment:** Consultant shall not assign, subcontract, or otherwise transfer any portion of services covered by 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 Consultant, the Consultant agrees to accept full responsibility for the performance of all terms of this Agreement regardless of any other approved subcontracting agreements.

11.0 **Independent Contractor:** Consultant certifies that he/she is totally independent of any company or individual that may perform work for the County regarding this Agreement. Consultant will not receive any remuneration of commission of any kind from any such company or individual as a result of the Consultant’s performance under this Agreement. Consultant, its employees, agents, servants and any subcontractors of Consultant are Independent Contractors under this Agreement and are not deemed employees, agents or servants of the County in any manner whatsoever.

12.0 **Public Official and Employees Ethics Act:** Consultant certifies that to the best of his knowledge, no County official or employee has a vested interest, financial or otherwise in this Agreement. Consultant

agrees to comply in all respects with the Public Official and Employees Ethics Act (65 P.S. Section 1101 et seq.).

- 13.0 **Conflict of Interest:** Consultant will inform the County in writing immediately if any potential conflict of interest arises during the performance of the Agreement. Conflict of interest may constitute grounds for termination of any Agreement with the Consultant following notification by County to Consultant where same is not corrected by Consultant within the time period established by County in such notice.
- 14.0 **Immigration Reform and Control Act:** Consultant assumes responsibility under the Immigration Control and Reform Act of 1986 for verification of identity and employment eligibility in connection with Consultant's own agent/servants, workers and employees is assumed and continues to be assumed by the Consultant.
- 15.0 **Non-Discrimination:** Consultant 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 Consultant from meeting his obligations hereunder.
- 16.0 **Americans with Disabilities Act:** It shall be the sole responsibility of the Consultant to investigate the applicability of the Americans with Disabilities Act of 1990 and to comply with all respects of these provisions and any amendments thereto.
- 17.0 **Solicitation:** Consultant and County both agree not to solicit, hire, contract with or engage the employment or services of any employee or former employee of Consultant or County during the period of and for one year after termination of the Agreement without written approval. Consultant and County agree that such approval will not be unreasonably withheld.
- 18.0 **Confidentiality:**
 - 18.1 Consultant agrees that all information disclosed by the County to Consultant shall be held in confidence and used only in performance under this Agreement. Consultant shall exercise the same standard of care to protect such information as used to protect its own proprietary or trade secret information.
 - 18.2 Consultant agrees that all individuals receiving any services defined in this Agreement, or former recipients of such services, shall be secure in the confidentiality of their names, identities, records, and the general information contained in their files except as disclosure is permitted by applicable laws and regulations and policies of the County, or by informed written consent signed by the individual or his/her legal representative, as required, or by court order.
 - 18.3 Consultant shall, to ensure confidentiality of individual information, make provisions for security of records and protection of individual privacy as required by applicable laws or regulations. Consultant shall require that all Subcontractors adhere to the applicable confidentiality laws and regulations and policies of the County.
- 19.0 **HIPAA Compliance:** Consultant warrants and represents that it will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) with respect to the processing, privacy and security of medical and/or health information and related documentation/ records in connection with the Consultant's provision of services as set forth under this Agreement, whether as a "covered entity" or as "business associate" of the County. Consultant understands that it assumes all responsibility for its own compliance with HIPAA. Consultant agrees to indemnify, defend, reimburse, and hold harmless the County, its officers, agents, and employees with respect to any liability, including costs or penalties

assessed to, or borne by, the County, whether civil or otherwise arising from Consultant's compliance or non-compliance with respect to HIPAA.

20.0 **Insurance:**

20.1 Consultant agrees, if it is a corporation or employer, to carry Workers' Compensation and Unemployment Compensation per statutory requirements. An original Certificate of Insurance, showing Automobile Liability, Workers' Compensation, General Liability and Professional Liability insurance coverage (if applicable to the work) made out to the County of Chester, will be submitted by Consultant to County along with this signed Agreement.

20.2 At a minimum, the Consultant must carry at least the following:

Commercial General Liability: Occurrence form (ISO CG 00 01 04 13 or equivalent). Each policy and Certificate of Insurance shall contain an endorsement naming the County of Chester as an Additional Insured. **If Additional Insured language is not shown, Agreement will not be processed.**

\$2,000,000 Completed single body limit for bodily injury and property damage
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence
(Any restrictive endorsements must be included)

Workers' Compensation & Employer's Liability

PA Statutory Coverage
Employers Liability – 500/500/500

Automobile Liability (Business)

Covering "any" automobile used in connection with Agreement.
\$1,000,000 Combined Single Limit

Professional Errors and Omissions Liability

\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Claims-made basis acceptable for *Professional Errors and Omissions*

Computer Crime Coverage

\$1,000,000 Minimum Limit (to include data processing service operations)

20.3 If coverage on the insurance policy is due to expire before the end of the Agreement period, it is the responsibility of the Consultant to provide an updated Certificate of Insurance to the County prior to the expiration date. If coverage should expire prior, the County reserves the right to withhold payment until updated Certificate of Insurance is provided.

20.4 If Professional Services are provided, Consultant shall include Professional Liability Insurance as a requirement of the Professional Errors and Omissions Liability.

20.5 Consultant shall accept full responsibility for the payment of premiums on all insurances as well as for social security taxes, income tax deductions, and any other taxes or payroll deductions required by law for its employees who are performing services under this Agreement.

20.6 Consultant shall immediately advise the County of any cancellation or change in insurance(s).

21.0 **Workers' Compensation Immunity/Act:** Consultant hereby expressly waives any immunity under the Workers' Compensation Act, either as an employer or statutory employer, for any claim brought by the County. This waiver is intended to comply with the provisions of Section 303(b) [77 P.S.@481(b)] of said act. Consultant accepts, in so far as the work covered by any such Agreement is concerned, the provisions of the Workers' Compensation Act and any reenactments, supplements and amendments thereto.

22.0 **Record Maintenance:** Consultant agrees to maintain records relating to the performance of the services hereunder as required by the County. Such records shall be open for inspection to the County and such agents of County as are designated during reasonable business hours.

23.0 **Ownership of Documents/Copyrights:** County shall have exclusive property rights in and/or a royalty-free irrevocable license to publish, translate or reproduce any and all material, reports, studies, instruments, curricula, media, writings, recordings, films, pictorial reproductions, drawings and other graphic representations, computer programs or works of similar nature (hereinafter called "data" which, if any, are developed under the funding of this Agreement and shall follow all applicable copyright laws. Said data will become property of the County at the close of the Agreement period. Said data does not include Consultant's financial reports or other information incidental to the administration of this Agreement. Such use by County shall be without additional payment to or approval by the Consultant.

24.0 **Default/Resolution:**

24.1 If the Consultant or County defaults in its performance under the Terms and Conditions of this Agreement, the defaulting party shall be promptly notified in writing. If defaulting party fails to resolve a default within ten (10) days after notification or if the default requires more than ten (10) days to resolve and the defaulting party fails to begin resolution of the default within ten (10) days after notification, this Agreement will be terminated.

24.2 Consultant agrees to replace any individual on their project team upon reasonable request of the County. The County has the sole right to accept and reject any individual assigned to this project by Consultant.

24.3 The County reserves the right to suspend, revise or withhold funds in whole or part for reasons of noncompliance with the terms and provisions of the Agreement.

25.0 **Laws of the Commonwealth:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The parties agree that jurisdiction and venue shall lie in Chester County and the Commonwealth of Pennsylvania. The Consultant has the responsibility and obligation to become aware of and comply with all applicable federal, state and local laws, statutes, rules and regulations which affect this transaction in any regard.

26.0 **RIGHT-TO-KNOW LAW:** A). The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract. B). Unless the Consultant provides the County, in writing, with the name and contact information of another person, the agency shall notify the Consultant using the Consultant information provided by the Consultant herein if the agency needs the Consultant's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Consultant shall notify the agency 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 Consultant's assistance in responding to a RTKL request for records in the Consultant's possession, the Consultant 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 Consultant's possession which arises out of the Contract that the County

requests (“Requested Information”) in order to comply with the RTKL. If the Consultant fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Consultant shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Consultant’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. Consultant agrees not to challenge the County’s decision to deem the Requested Information a Public Record. If the Consultant 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 Consultant shall immediately notify the County, and will provide a written statement signed by a representative of the Consultant 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 Consultant’s written statement, the County still decides to provide the Requested Information, Consultant will not challenge or in any way hold the County liable for such a decision. E). The County will not reimburse the Consultant for any costs associated with complying with this provision. F). Consultant 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 Consultant 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. Consultant’s duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Consultant has Requested Information in its possession.

IN WITNESS WHEREOF, the parties have entered their duly authorized signatures below on the date first set forth above.

CONSULTANT:

COUNTY OF CHESTER:

Signature of Authorized Official

Chair, County Commissioners

Typed Name & Title of Authorized Official

Commissioner

Commissioner

Witness for Consultant:

Witness for County:

Signature

Chief Clerk

**ATTACHMENT A:
CCEDF SERVICE CONTRACT TO COUNTY OF CHESTER:
AG ECONOMIC DEVELOPMENT STRATEGIC PLAN IMPLEMENTATION**

Chester County Economic Development Foundation (CCEDF) will provide the following services to the County of Chester to facilitate agricultural economic development partner (Partners) implementation of the County’s Agricultural Economic Development Strategic Plan (Plan). The agricultural economic development partners consist of the following organizations: the Chester County Agricultural Development Council (ADC), the Chester County Economic Development Council (CCEDC), the Chester County Agricultural Land Preservation Board (ALPB), and Penn State Extension, Chester County offices. The Plan is being implemented by many stakeholders including the four Partners and other “lead partners.”

CCEDF will provide a maximum of 30 hours of service monthly to convene and facilitate Partner meetings, oversee Plan implementation, interview stakeholders, prepare internal and external stakeholder reports, research potential funding opportunities, and serve as a fiscal agent for funds raised* to support plan implementation. CCEDF will provide monthly internal progress reports, and will be reimbursed at a rate of \$2,000 per month.

*Note: CCEDF is not responsible for fees related to accounting services, third party audits, additional grant reporting requirements, or other expenses that may be incurred to fulfill funder requirements. Such expenses shall be covered out of funds raised, or by the primary agency utilizing the funds.

Estimated Timeframe	Service	Outcome
March 2023	Convening and Facilitation Services: CCEDF will convene Partners to review Plan recommendations and identify: current initiatives; challenges or conflicts; inventory resources; determine Plan oversight roles of the Partners; identify procedures and benchmarks for Plan implementation; and, estimate timelines for implementation.	CCEDF will provide partner summary to County and ADC. Based upon the summary, CCEDF will provide recommendations to County and ADC for proposed Plan oversight roles and processes, as well as additional resources that may be desired to accelerate plan implementation.
April 2023	Assessment: CCEDF and Partners will identify stakeholder capabilities, funding opportunities to specifically include identifying grant opportunities and costs to develop and write these	CCEDF will provide assessment summary, and identify future grant research needs, to County and ADC.

	grants, and resources to assist in plan implementation.	
May 2023	<p>Convening and Facilitation Services: CCEDF will convene Partners to review current and future research and resource needs and to determine mechanism for potential advocacy for Plan implementation.</p> <p>Reporting: CCEDF will prepare the partners' first external stakeholder report to highlight plan implementation progress and opportunities.</p>	CCEDF will provide County and ADC an external stakeholder report they may disseminate to external stakeholders. Report may be used to fundraise for plan projects. CCEDF will hold and track all funds raised.
June – August 2023	Administration and Communication: CCEDF will maintain active communication with project Partners, track progress and resources, research opportunities, and report progress to County and ADC.	CCEDF will provide County and ADC internal progress reports. All Partners will be asked to market plan implementation and opportunities throughout the community at industry and stakeholder events.
September 2023	Convening and Facilitation Services: CCEDF will convene Partners to review current and future research and resource needs.	CCEDF will provide Partner summary to County and ADC.
October 2023	<p>Communication:</p> <p>CCEDF will provide a second external stakeholder report with a funding goal related to year-end giving.</p>	CCEDF will share the second external stakeholder report, which will be disseminated by Partners. All Partners will be responsible for sharing in an effort to raise private funds that can be used for future grant match.
November 2023 through January 2024	<p>Facilitation:</p> <p>CCEDF will work with Partners to ensure ongoing implementation of the Plan through the following activities:</p> <ul style="list-style-type: none"> Meeting on a regular basis Tracking Plan implementation Comparing Plan priorities to completed actions to identify higher priority actions that still need to be completed 	Ongoing coordination among Partners to ensure that the Plan is being implemented by all stakeholders identified in the Plan as "Lead Partners."

	<p>Coordinating outreach to stakeholders on Plan implementation</p> <p>Determining strategies for facilitating Plan implementation</p> <p>Identifying potential advocacy initiatives</p> <p>Connecting Partners and other stakeholders to ag support services and resources</p>	
January 2024	<p>Communication:</p> <p>CCEDF will prepare an annual report that tracks progress on Plan implementation.</p> <p>CCEDF will provide a recommendation to the County and ADC on contract engagement.</p>	<p>CCEDF will provide annual report to County and ADC.</p> <p>CCEDF will provide recommendation for Partner and contract engagement for Year 2.</p>

ATTACHMENT B: CCEDF SERVICES EXCLUDED FROM THE SERVICE CONTRACT

- Site Selection
- Marketing Planning and Implementation
- Grant Development, Writing, or Management
- Advocacy related to Ag Economic Development Strategic Plan Priorities
- AgConnect Partnership
- Workforce Development Training Funds
- Employer Funds for Internships
- Financing
- Youth Engagement and Career Showcases