

Burlington County Municipal Park Development Program  
2019 Grant Agreement  
between the  
Burlington County Board of Chosen Freeholders  
and the

Township of \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body politic and corporate of the State of New Jersey, having its principal offices at 49 Rancocas Road, in the Township of Mount Holly, County of Burlington, and State of New Jersey, (hereinafter referred to as the "County") and the Township of \_\_\_\_\_, a body politic and corporate of the State of New Jersey, having its principal offices located at \_\_\_\_\_, County of Burlington and State of New Jersey, (hereinafter referred to as the "Municipality");

RECITALS

WHEREAS, in order to preserve the rural character of Burlington County and enhance the quality of life for its residents, the Board has long championed the preservation of farmland and open space and the development of land for recreational purposes;

WHEREAS, in recognition of the need to establish a steady and reliable funding source to finance its preservation and park development programs, the Board obtained voter approval to create the Burlington County Farmland, Open Space, Recreation and Historic Preservation Trust Fund ("Trust Fund") to be supported by a property tax that is not to exceed \$0.04 per \$100 of assessed valuation;

WHEREAS, the County wishes to broaden its ongoing partnership with its municipalities to further mutual goals for conservation and park development by providing grants for such purposes and has created the Municipal Park Development Program, hereinafter "Program";

WHEREAS, the Municipality has made application to the County for grant funding under the Program and the County has reviewed said application and found it to be in conformance with the scope and intent of the Program in whole or in part and has approved the award of a grant to the Municipality;

WHEREAS, N.J.S.A 40:8A-1 et seq. authorizes a County and municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to render within its own jurisdiction;

**NOW, THEREFORE**, in consideration of the award of funding, and in accordance with the application heretofore filed, the County and Municipality agree to perform in accordance with the terms and conditions set forth in this agreement.

1. The Municipality agrees to undertake the funded project in the manner set forth in the Policy and Procedure Manual for the Municipal Park Development Program and this agreement and Exhibit 1 – Approved Project Description (“Approved Project”).

2. The period of performance under this Agreement is specified two years from the date of execution on the part of the County, for which period, funds are available and allotted. Requests for extension must be made in writing prior to the expiration of the time allowed for project completion. The request should set forth the municipality’s due diligence in pursuing the project, an explanation for the unforeseen difficulties encountered by the municipality in completing the project within the allotted period, and a proposed schedule for completion. There shall be no obligation on the part of the County to renew or extend this time period. If a timely request for extension is not received or if a request is denied, the County shall cancel the funding award.

3. The amount of the award to be provided by the County under this agreement is [amount]. The County award is based upon the Municipality’s 2014 application to the County as supplemented.

4. The Municipality agrees to secure all funds necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Agreement and the conditions, specifications, plans, estimates, project proposals and maps submitted to the County and incorporated herein by reference.

5. The Municipality must notify the County in writing of any changes to the scope of the Approved Project and provide with such notification a full description of the changes and the funding implications. Changes that negatively impact the fundamental merits of the project that resulted in project selection may not be approved.

Changes to a project deemed “Major” by the County will not be permitted. Major changes include, but are not limited to, selection of new project location and deletion of key project elements.

Unauthorized changes in project scope may result in the withholding of all or some of the County funding.

6. In the case of a land acquisition project, Program funds shall be dispersed on a reimbursement basis after the satisfactory submittal of all required project documentation.

In the case of a parks development project, Program funds shall be dispersed on a reimbursement basis in two installments. Municipality may apply for reimbursement after 50% of the grant amount has been expended. Requests for

reimbursement must be accompanied by a detailed breakdown showing how funds were expended along with documentation providing evidence of such expenditures (paid invoices, contractor payment applications, etc.) and a certification by a municipal official that funds were expended in the manner described. The remaining 50% shall be disbursed upon the satisfactory completion of the project and submittal of required documentation as identified in the Policy and Procedure Manual which include, among other things, a certified copy of a resolution by the governing body finding that the project is complete and authorizing final payment to the contractor.

7. Municipality agrees that any Program funds received from the County shall be used only for the purposes described herein.

8. Costs eligible for assistance shall be limited to those eligible costs listed in the Policy and Procedures Manual for the Program. The County award of funding specifically does not include financial assistance for any soft costs, including but not limited to, any costs for title searches, title insurance, surveys, attorney fees, recording fees, and real estate taxes.

9. The Municipality shall furnish and deliver all necessary documentation within the timeframe and in the manner requested by the County and shall grant County personnel and any authorized representatives of the County reasonable access to all records related to the Approved Project.

10. Municipality shall maintain all land and improvements described herein for a period of no less than ten years.

11. Municipality shall cause to be included appropriate deed restriction language as provided by Burlington County in all deeds for property acquired using Program funds.

12. Municipality shall work with the County to promote public awareness of the grant when it is awarded, and when said grant is ultimately utilized for the purposes of conservation and park development consistent with the Municipal Park Development Program. Municipality shall display a sign on the property reflecting the use of County funds for purchase of or improvement to the property, which sign shall be provided by the Program Administrator.

13. Municipality shall provide access to the facility/property for County staff to conduct inspections of the Approved Project within 48 hours notice by the County.

14. No official or employee of the Municipality who is authorized in his/her official capacity to negotiate, make, accept or approve, or take part in such decisions regarding a contract or subcontract in connection with the Approved Project shall have any financial or other personal interest in any such contract or subcontract.

15. In the event Municipality does not perform any of the services, obligations, or responsibilities provided under this Agreement, or in the event that the services do not attain the objectives set forth in the initial application or this agreement to the sole satisfaction of the County, then the County may withhold all, or a portion of, any payment to be made under this agreement, and in addition, may declare this subcontract null and void and may disqualify the Municipality from participation in future Program funding rounds.

In the event of termination, the County shall have no further liability to the Municipality and in no event will the County be liable to pay for services not actually rendered.

16. The County will provide a Program Administrator for the program that will advise the Municipality in performance of the required services. Contact:

Burlington County Department of Resource Conservation  
PO Box 6000  
Mount Holly, NJ 08060  
856 642-3850

17. The Municipality, at the request of the County, shall prepare a progress report and submit to the County within 30 calendar days after the date requested. The report shall include a narrative description of the status of the Approved Project and the date on which the Approved Project will be completed and any other information that may be requested by the County.

18. The Municipality now complies with all applicable State and Federal Laws in connection with its business and activities related to the services to be provided including, without limitation, any applicable Federal or State Civil Rights Law, order or regulation.

19. The execution of this Agreement has been authorized by the Municipality's governing body and the Burlington County Board of Chosen Freeholders. A copy of the authorizing resolution or ordinance adopted by the Municipality shall be provided to the County.

20. The Municipality shall indemnify and hold the County of Burlington harmless from any and all loss, damages, suits, penalties, expenses, including but not limited to reasonable investigation and legal expenses, arising out of the operation of the program, or arising out of, or under this Agreement. The Municipality further agrees to indemnify the County of Burlington from suits or actions of every nature or description brought against it, or damages received or sustained by any part or parties, by or from any of the acts of the Municipality or of the Municipality's, Director's employees, agents or volunteers.

21. The Municipality shall procure and maintain at its own expense, liability insurance for any personal injury or property damage caused by the Municipality in its normal and usual course of its business. The Municipality expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the Municipality's obligations assumed in this Agreement and shall not be construed to relieve the Municipality from liability in excess of such coverage.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly signed, sealed and executed by their respective proper officials the day and year first written above.

(SEAL)

BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF BURLINGTON

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Eve A. Cullinan  
County Administrator

\_\_\_\_\_  
Date

(SEAL)

TOWNSHIP OF: \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

## Exhibit 1

### APPROVED PROJECT DESCRIPTION

\_\_\_\_(municipality)\_\_\_\_

Project Name:

Project Location:

Type of Application:

Grant Award:

Project Scope:

Project Conditions:

SAMPLE