

COUNTY OF BERGEN

OPEN SPACE, RECREATION, FLOODPLAIN PROTECTION, FARMLAND & HISTORIC PRESERVATION TRUST FUND

2016 MUNICIPAL PROGRAM
PARK IMPROVEMENT PROGRAM
GRANT CONTRACT

GRANTEE: Borough of Ramsey

PROJECT: Finch Park Field Improvement Project

TERM OF CONTRACT: August 9, 2017 – August 9, 2019

CONTRACT NUMBER: 1700193

TRUST FUND ACCOUNT: 03-200-56-130-910

GRANT AWARD: \$ 22,500.00

CONTRACT
ADMINISTRATOR: Bergen County Division of Open Space

PROJECT INFORMATION

Project Name: Finch Park Field Improvement Project

Name of Park Project Site: Finch Park

Street Address: Church Street

Block(s): 4501 Lot(s): 3 & 4

Municipality: Ramsey

Project Contact Person: Bruce Vozeh Title: Administrator

Telephone: 201-825-3400 E-Mail Address: bvozeh@ramseynj.com

Grant Award: \$ 22,500.00

Project Description: bleachers & irrigation

Project Work Elements Listed Below:

- 1 irrigation
- 2 sod
- 3 topsoil
- 4 drainage material
- 5 3-tier powder coated bleacher structures
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This Grant Contract, made on August 9, 2017 by and between

COUNTY OF BERGEN, a body politic and corporate of the State of New Jersey, with administrative offices at One Bergen County Plaza, Room 580, Hackensack, New Jersey 07601-7076, hereinafter referred to as the “County” and/or “Grantor”

and

The Borough of Ramsey, a body politic and corporate of the State of New Jersey, with administrative offices at 33 North Central Avenue, Ramsey, NJ 07446 hereinafter referred to hereinafter as the “Grantee”

WITNESSETH:

WHEREAS, the County established the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund (hereinafter “Trust Fund”) pursuant to Freeholder Resolution #1853, adopted on November 24, 1998, and modified in accordance with Freeholder Resolution #1753, adopted on December 17, 2003, to assist municipalities and qualified charitable conservancies in acquiring, preserving and maintaining open space, recreation, farmland & historic preservation areas; and

WHEREAS, the Grantee has filed a Trust Fund Municipal Park Improvement Program application with the Bergen County Division of Open Space (hereinafter “Division”) for financial assistance with a municipal park project; and

WHEREAS, the Division has: (1) reviewed the Application, the Project Description, Proposed Park Improvements and the Estimated Budget; (2) found that the Approved Project conforms with the scope and intent of the Trust Fund Municipal Park Improvement Program; and

WHEREAS, the Trust Fund Public Advisory Committee (hereinafter “TFPAC”) has recommended that the Bergen County Board of Chosen Freeholders approve a grant to assist in the funding of the Project; and

WHEREAS, the Bergen County Board of Chosen Freeholders has adopted a Resolution awarding a Trust Fund Municipal Park Improvement Program grant.

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application filed, the Grantor and the Grantee agree to perform in accordance with the terms and conditions set forth in this Contract.

1. **Approved Project.** The Finch Park Field Improvement Project must be completed in accordance with the terms of this Contract, the 2016 application, the Project Description (contained herein) approved by the Division and/or as set forth in any approved Revised Project Description and/or Revised Budget.
2. **Award.** Freeholder Resolution No. 764-17, adopted on **August 9, 2017**, (Attachment "A") approved a Trust Fund award of 22,500.00 Dollars, toward the Grantee's proposed Project Budget as submitted in its Trust Fund Municipal Program Application and/or set forth in any approved supplemental materials.

3. Timelines.

- a. Expiration of Grant. This Grant will expire on **August 9, 2019**. Request for reimbursement payment must be submitted by the Grantee to the Division thirty (30) days prior to the expiration date. Any request for an extension of this performance period must be submitted in writing to the Division. There shall be no obligation on the part of the Division and/or the Grantor to renew or extend the time period.
- b. Close Out Documentation. At least thirty (30) days prior to the requested release of the grant reimbursement payment, the Grantee shall furnish and deliver, in the manner requested by the Division, all necessary documentation to close out the project, including but not limited to:
 - i. Municipal Park Improvement Payment Form (Attachment "D").
 - ii. Post-Construction Engineering Certification by Municipal Engineer (Attachment "E").
 - iii. ADA Certification by the Municipal Engineer that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act.

4. Funding.

- a. Application of Proceeds. Trust Fund payments shall only be used for the purposes described in the Grantee's Application, Approved Project Description and Budget and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; and shall not be used for any ineligible activities.
- b. Matching Funds.
 - i. The Grantee is responsible for providing all matching funds as shown in the approved Project Budget or Revised Project Budget. Matching funds

may consist of money by any person, municipality, state of New Jersey, or the federal government.

- ii. An applicant's matching share shall consist only of eligible cash raised or eligible cash expenses incurred by the applicant. No in-kind or donated services are eligible for reimbursement or match.
 - iii. It is also the Grantee's responsibility to provide all funds in excess of the Project Budget necessary for completion of the Approved Project.
 - iv. Prior to entering into a contract for the Approved Project, the grantee shall submit to the Trust Fund written evidence of matching funds in hand.
- c. Reimbursements. All awards will be paid on a reimbursable basis only. The Grantee must have the necessary financial resources available to complete the total project before entering into a construction contract. Trust Fund payments will then reimburse the Grantee for eligible project costs. Reimbursement should not be expected for a minimum of six (6) weeks after the required documentation and invoice are submitted and approved by the Division and/or the County.

All reimbursements will be made upon the furnishing of receipts and certification that the completed work has been paid for by the Grantee. Grant fund disbursement will be made on a periodic basis no more frequently than monthly.

- d. Rules and Regulations. The County's grant award is subject to the Trust Fund Municipal Park Improvement Program's Rules and Regulations, which are incorporated herein by reference.

5. Procedure for Payment.

- a. Requests for Reimbursement. Payments of the Trust Fund Grant Award will be transmitted to the Grantee upon submission of:
- i. A completed "Municipal Park Improvement Payment Request Form" (Attachment "D") for reimbursement of services rendered and received;
 - ii. Documentation and work descriptions consistent with the Approved Project.

To receive reimbursement, the Grantee must submit itemized documents, including copies of bills and invoices, and canceled checks of eligible expenditures to the Division. The documents submitted must itemize the cost of labor and materials and describe the work performed. Once the Division approves the submission, reimbursement for the eligible itemized costs will be disbursed by the County Treasurer to the Grantee.

In some cases, prior to payment, an inspection by the Division and/or County may be performed in order to ensure that the work was completed in accordance with the Application, approved Project Description, and approved Project Budget

- b. Project Payment Request Certification. The municipal Chief Financial Officer (or equivalent) and the municipal Administrator/Manager (or Clerk in the absence of

such) shall submit a Project Payment Request Form certifying that the documents submitted in support of a request for the Trust Fund reimbursement payment are an accurate representation of costs incurred in accordance with the Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division.

- c. Sources of Funding. Thirty days before entering into a contract to implement the Project, the Grantee shall provide proof of its sources of funding to the Division. Sources of funding may be either an approved municipal budget or capital ordinance or other such documentation identifying sources of project funding.
- d. Withholding of Funds. In the event Grantee fails to perform the services, obligations, or responsibilities provided for under this Contract, the Grant Application, and the Guidelines and/or as set forth in any Revised Project Description and/or Revised Budget approved by the Division; or in the event that the services do not attain the objectives set forth in the initial application or this Contract to the sole satisfaction of the Division, the County may withhold all, or a portion of, any payment to be made under this Contract, and in addition, may terminate this Contract. In the event of termination, the County shall have no further liability to the Grantee and in no event will the County be liable to pay for services not rendered.
- e. Unexpended Fund Balances. All unexpended fund balances not released for the Approved Project will be canceled by the County and “returned” into the Trust Fund for re-allocation in accordance with the Trust Fund Rules and Regulations. Balances may not be retained by the Grantee for any use outside of the Approved Project as stated in this Contract.

6. Project Schedule & Documentation.

- a. Project Schedule. The Grantee must return an executed copy of this Trust Fund Contract to the Division within ninety (90) days of its receipt. The Grantee must complete the Project Schedule (Attachment “B”) in accordance with the suggested project completion schedule.
- b. Progress Reports. The Grantee, at the request of the Division, shall prepare a progress report and submit it to the Division within thirty (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. The Division may, at its discretion, make visits to the site to review the Project’s progress. At the Project’s completion, the Grantee, as a condition of final payment, must complete the “Project Payment Request Form” and submit certifications and supporting documents as required.
- c. Documentation. The Grantee shall furnish and deliver all necessary documentation within the time frame and in the manner requested by the Division

and grant County personnel or any other authorized representatives reasonable access to all records related to the Approved Project.

- i. Post-Construction Engineering Certification. The municipal engineer shall submit the Bergen Trust Fund Post-Construction Engineering Certification form (Attachment "E") following project completion certifying the park improvement project has been completed substantially in accordance with the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract on file with the Division; that the park improvements are consistent with the scope of the project as stated in the original and/or revised Trust Fund Municipal Program application and corresponding Trust Fund Project Contract; and that the construction meets all state and local codes and current engineering practices and that health, safety, durability, and economy requirements consistent with the scope and objectives of the project.
- ii. State and Federal Barrier Free Codes and the Americans with Disabilities Act. The municipal engineer shall certify that the project conforms to all applicable State and Federal Barrier Free Codes and the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) requirements.

7. Change in Approved Project Elements.

- a. Grantee shall not change the approved Project's scope of work as detailed in this Contract without approval by the Division. Said request is to be submitted in writing and in accordance with procedures as established by the Division.
- b. Modifications to the Approved Project Scope of Work shall be requested by the Grantee's Administrator/Manager/Clerk and must be approved in writing by the Division. Written requests must include a description of the change, the reason for the change, and the impacts on the project. The Division may request, as appropriate, a set of revised plans and specifications. Changes that involve a deletion or significant reduction to a scope element should include a discussion on the review and rejection of alternatives to this course of action. Significant changes may include, but not be limited to, changes in the natural environment such as the removal of trees, addition and/ or deletion of key project elements, substantial budget changes, and loss of matching funds. The Grantee will be required to conduct a municipal public hearing and Resolution in accordance with Section 3. Grant Application. Any such changes are subject to review and approval by the Division and will result in the need to amend the Project Contract. All approved Project Contract Change Order Modifications shall be attached to this Project Contract.
- c. All other modifications must be by formal amendment executed by the County Freeholders.

Termination and Suspension.

Termination. Termination is the cancellation of Trust Fund grant assistance in whole or in part, at any time prior to the date of completion.

- a. Termination for cause. Grantor may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the terms and conditions of the grant. Grantor will promptly notify the grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantee(s) or recoveries by Grantor under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for convenience. Grantor or the grantee may terminate grant project in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of grant assistance. An amendment to the Grant Agreement or the Project Notification (as applicable) is required for all terminations for convenience.
- c. Termination by grantee. The grantee may unilaterally cancel the Grantor grant at any time prior to the first payment on the grant, although Grantor must be notified in writing. Once initiated, no Trust Fund grant may be terminated by a grantee prior to satisfactory completion without the approval of Grantor. After the initial payment the project may be terminated, modified, or amended by the grantee only by mutual agreement of the Grantee and Grantor. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

8. Post Project Requirements and Restrictions.

- a. Open Space and Outdoor Recreation Purposes. The Grantee agrees to retain, protect, and use the Project for outdoor recreation purposes. Outdoor recreation purpose means the use of lands for open space parkland, outdoor active and/or passive recreation use. Usage shall be consistent with the policies of the New Jersey Department of Environmental Protection and Green Acres' rules and regulations (N.J.A.C. 7:36).
- b. Charges. Any charges, fees and/or memberships in connection with public access shall comply with NJ Green Acres' rules and regulations. Public vehicular access and parking areas shall be consistent with the permitted uses.
- c. Maintenance. The Grantee shall continue to be solely responsible for the upkeep and maintenance of the Project, to the extent it may be required by law. The

County shall have no obligation for the upkeep or maintenance of the Project.

- d. Public Access. Grantee covenants to permit public access to the greatest extent possible consistent with the Project uses stated herein.
- e. Transfer of Project Improvements. This park project is being improved or developed with funding from the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund Municipal Park Improvement Program for the park and outdoor recreation activities set forth herein. The Grantee agrees, in perpetuity, not to lease, sell, exchange, remove, replace, donate, or dispose of the park improvement(s) in which the funded Park Improvement Project is described and located herein except upon approval by the County of Bergen or under such conditions as the County of Bergen may establish. Notwithstanding anything to the contrary Grantee shall not sell, lease, exchange, or donate the Project as described and located herein except to the State of New Jersey, a local government unit, or qualifying tax-exempt, Grantee organization. No such conveyance shall be effective without the prior written approval of the County.
- f. Lifespan of Improvements. Projects must envision a minimum ten (10) year life span. Lifespan can be for less than ten (10) years if the Grantee can demonstrate that, due to normal wear and tear on the facility or feature and not due to abuse, neglect or vandalism, that the improvements cannot be maintained for the requisite ten (10) year life span.
- g. Inspection of Project Area. The Division may perform periodic formal and informal inspections of the project area and facilities to determine compliance with the Grantee's long-term obligations. The Grantee will be notified of any problems identified and will be asked to address them within a reasonable timeframe.

10. Project Administration.

- a. Local Public Contracts Law, etc. Grantee shall award all contracts in accordance with the Local Public Contracts Law including but not limited to: N.J.S.A. 40A:11-1 et seq. seq.; N.J.A.C. 5:34-1.1 et seq.; the Pay to Play Law as set forth in N.J.S.A. 19:44A-20 et seq.; Change Orders as set forth in N.J.A.C. 5:30-11.1 et seq.; Local Finance Board Regulations as set forth in N.J.A.C. 5:30-11.1 et seq.; New Jersey's Affirmative Action Law as set forth in N.J.S.A. 10:5-31 et seq.; the Equal Employment Opportunity and Affirmative Action Rules as set forth in N.J.A.C. 17:27; Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the Employment on Public Works Law as set forth in N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) as published in the Federal Register on July 26, 2011, and the Bergen County requirements for pedestrian facilities within public spaces and/or County Rights-of-Way, as applicable.

- b. Debarred Contractors. No contract shall be issued to any person debarred, suspended, or disqualified from State contracting.
- c. Free From Corrupt Practices. All Project contracts and subcontracts for work shall be free from bribery, graft and other corrupt practices.

11. Financial Records and Auditing Requirements.

- a. All financial records of Grantee shall conform to accounting standards promulgated by the Local Finance Board and as set forth in N.J.A.C. 5:30-5 et. seq. All financial records of the Grantee's contractors and/or subcontractors shall conform to generally accepted accounting principles.
- b. Grantee, its contractors, and subcontractors shall provide County personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Contract and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. Grantee shall cite this provision in all project related contracts.
- c. Accounting. The Grantee agrees to track all monies for this project by accounting software or, in the alternative, open a separate checking account to prevent the commingling of the grant funds with other agency/organization funds

12. Responsibilities of Grantee. The Grantee shall be responsible for the obligations set forth in this Contract including but not limited to:

- a. Compliance with Laws. The Grantee shall comply with all applicable federal, state, and local laws and regulations in connection with the Project.
- b. Liability and Indemnification. Grantee shall hold harmless, indemnify and defend County and its members, directors, officers, employees, agents, and contractors, and their successors and assigns from and against all liabilities, penalties, costs, losses, damages, expenses or claims, including, without limitation, reasonable attorney's fees arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission condition or other matter related to or occurring on or about the Property unless due solely to the negligence of any of the indemnified parties.
- c. Insurance. The Grantee shall be responsible for providing liability insurance on the Project and Property consistent with advice from its insurance/risk advisor.

- d. Signs. The Grantee shall be permitted to post signs that clearly identify the area and notify the public of the right to enter the Property and: (1) state solely the name and/or address of the Property and/or; (2) to advertise the permitted uses of the Property; (3) commemorate the history of the Property, its recognition under state or federal historical registers, or list its protection under this Contract or state and local environmental or game laws; (4) acknowledging that the Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund assisted in the funding of the project. No sign on the Project Property shall exceed sixteen square feet. Multiple signs shall be limited to a reasonable number, shall not damage living trees, and shall be placed in accord with applicable local regulations. Commercial advertising signs are prohibited.

13. Breach, Default or Violation.

- a. Breach. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the County determines that a breach, default or violation ("Violation") of this Contract has occurred or that a Violation is threatened, the County shall give written notice to Grantee of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantee fails to cure the Violation after receipt of notice thereof from the County, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the County, fails to begin curing such Violation within the time period dictated by the County, or fails to continue diligently to cure such Violation until finally cured, the County may bring an action at law or in equity in a court of competent jurisdiction:
 - i. To enjoin and/or cure such Violation,
 - ii. To seek or enforce such other legal and/or equitable relief or remedies as the County deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Contract.
- b. Remedies. If the County, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage, the County may pursue its remedies without prior notice to Grantee or without waiting for the period provided for cure to expire. The County's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Contract. Grantee agrees that the County's remedies at law for any Violation of the terms of this Contract are inadequate and that the County shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the County may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the County's rights and powers under the laws of the state of New Jersey for the protection of public health, safety and welfare.

c. Enforcements, Filings, Etc.

- i. Enforcement. Enforcement of the terms of this Contract shall be at the discretion of the Grantor and any forbearance by the Grantee to exercise its rights under this Contract in the event of any Violation by Grantee shall not be deemed or construed to be a waiver by the Grantor of such term or of any subsequent Violation or of any of the Grantor's rights under this Contract. No delay or omission by the Grantor in the exercise of any right or remedy upon any Violation by Grantee shall impair such right or remedy or be construed as waiver of such right or remedy.
- ii. Reimbursement. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Contract against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

14. Notices.

Any notice, demand, request, consent, approval or communication under this Grant Contract shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses (or such other or additional addresses provided by notice to the other Party) or sent by reliable overnight courier or certified or registered mail, postage prepaid with return receipt requested at such addresses; provided if such, demand, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or day on which United States mail is not delivered.

To Municipality: Attention: Municipal Administrator/Manager/Clerk
 Bruce Vozeh, Borough Administrator

33 North Central Avenue, Ramsey, NJ 07446

To County: Attn: County Administrator
 One Bergen County Plaza – Room 580
 Hackensack, NJ 07601

With copy to: Attn: County Counsel
 Office of County Counsel – Room 580
 One Bergen County Plaza
 Hackensack, NJ 07601

15. Representations. The Grantee represents that:

- a. Authorization. All proceedings required to be taken by or on behalf of the Grantee to authorize it to make, deliver and carry out the terms of this Contract have been

taken and this Contract is the legal, valid and binding obligation of the Grantee and enforceable in accordance with its terms.

- b. Compliance with Laws. The Grantee agrees to comply with all Federal, State, County, and Municipal laws, rules, and regulations generally applicable to the activities in which the Grantee is engaged in the performance of the contract, including, but not limited to, the Local Public Contracts Law.
- c. Conflicts of Interest. No official or employee or Board member of the Grantee shall have any financial or other personal interests in any contract or subcontract involving the Approved Project.
- d. No Liens or Encumbrances. The Grantee agrees that it will not create, suffer or permit to be created, and that it will promptly remove or discharge, any liens or encumbrances against the Property arising subsequent to the date of this Contract.
- e. No Proceedings. There are no proceedings at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to the best of the Grantee's knowledge, threatened, against or affecting the Grantee that (i) involve the validity or enforceability of this Contract or any other instrument or document to be delivered by the Grantee pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of the Grantee's obligations hereunder or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.
- f. Retention of Records. The Grantee agrees to retain all records relevant to this Contract and State and County auditors, and any other person duly authorized by the Grantor, shall have full access to, and the right to examine, any of the said documents. Any claimed waiver of these rights or privileges must be documented in writing.

16. Miscellaneous.

- a. Entire Contract. This Contract, including any Exhibits and Addenda attached hereto and/or incorporated by reference, contain the sole and entire Contract between the parties and supersedes all negotiations and prior agreements or understandings between the parties, whether oral or written. The Parties acknowledge and agree that they have not made any representations, including the execution and delivery hereof, except such representations as are specifically set forth herein.
- b. Amendments. The Division and/or the Grantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the Grantor and the Grantee shall be incorporated in written amendments to this Contract and signed by all parties.

- c. Assignment. No Party may assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party and any such attempted assignment shall be void.
- d. Force Majeure. Neither party shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, fire, flood, earthquake, hurricane, tornado, "Acts of God," epidemics, war (declared or not), riots, disturbances, terrorism, embargos, strikes, lockouts, shutdowns, slowdowns, or acts of public authority.
- e. General. This Contract shall be construed and enforced in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claim Act, N.J.S.A. 59:1-2 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13 et seq., without regard to its conflict of law principles. All disputes arising out of this Contract shall be resolved through arbitration or the Courts of the State of New Jersey set forth herein.
- f. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach waive any succeeding breach of such provision or waive the enforcement of the provision itself.
- g. No Third Party Beneficiaries. Nothing contained herein shall be construed so as to create rights in any third party
- h. Binding Agreement. This Contract shall be binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract and their corporate seals to be hereunto affixed as of the day and year first above written.

ACCEPTED AND AGREED:

Borough of Ramsey

(GRANTEE)

By:

Title:

(Secretary to the Board/Governmental Clerk)

Date

ATTEST: (Affix Seal)

COUNTERSIGNED:

County of Bergen

By: James J. Tedesco III, County Executive or
Julien X. Neals, Esq., Acting County Administrator

Date

SCHEDULE OF ATTACHMENTS

- A. Freeholder Resolution of Final Approval
- B. Sources of Project Funding & Project Timeline
- C. Municipal Resolution Authorizing Execution of Trust Fund Project Contract - Sample
- D. Municipal Park Improvement Payment Form - Sample
- E. Post-Construction Engineering Certification Form - Sample



Attachment A

2017
BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

JN
8-2-17

MEMBERS	AYE	NAY	ABSTAIN	ABSENT
Amoroso	✓			
Ganz	✓			
Ortiz				✓
Sullivan				✓
Tanelli	✓			
Voss	✓			
Chairwoman Zur	✓			
TOTALS	5	-	-	2

Resolution No. 764-17
Date: August 9, 2017
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Department/
Division: Parks
Division of Open Space/Open Space
Trust Fund
Purpose: Approve 2016 Open Space Trust Fund
Grant Award Recommendations
Account No. 03-200-56-130-910
Contract No. (see attached schedule)
Dollar Amount: \$6,072,317.00
Prepared By: als

Offered by: Tanelli
Seconded by: Bodyasewale
Approved by: (Signature)

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders on above date at the Regular Meeting by: Lara Rodriguez

Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") was established by the Board of Chosen Freeholders; and,

WHEREAS, the Trust Fund Public Advisory Committee is charged with determining the annual list of projects to be recommended for funding and the amount of funding to be awarded for each project; and,

WHEREAS, the Trust Fund Public Advisory Committee has presented and recommended the attached projects receive funding from the Trust Fund Program for the 2016 Funding Round; and

WHEREAS, the County Treasurer has determined that the attached project awards in the amount of \$6,072,317.00 would be funded from the Trust Fund tax; and

WHEREAS, the recommended project awards are for the project categories of open space acquisition, historic preservation improvements, and improvements to municipal park facilities as per the attached schedule; and

WHEREAS, the Trust Fund Public Advisory Committee held the required public hearing on behalf of the Board of Chosen Freeholders on June 22, 2017, for the aforesaid proposed funding allocations from the 2016 Trust Fund Program; and

WHEREAS, the Board of Chosen Freeholders, upon receiving the annual list and hearing the presentation of the Trust Fund Public Advisory Committee, reviews and approves the project list, including the associated funding.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves the project awards for the project categories of open space acquisition, historic preservation improvements, and improvements to municipal park facilities as set forth in the attached schedule in the recommended amounts of funding to be disbursed, subject to the appropriation of adequate funding.

BE IT FURTHER RESOLVED, that the County Executive be and is hereby authorized to enter into a grant agreement contract with each award recipient and any additional necessary documents, in such form to be approved by the Office of County Counsel.

2016 TRUST FUND PROJECT GRANT AWARD FUNDING RECOMMENDATIONS

Category	Vendor Code	Grant Recipient	Project	Grant Award	Contract No./Budget Code
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Open Space Acquisition Projects:

6585	Franklin Lakes Borough	Schwartz Property	\$1,800,000.00	1700156
1511	Garfield City	Riverfront Expansion	\$425,000.00	1700157
1724	Hillsdale Borough	Private Property @ 19 Glendale Drive	\$169,500.00	1700158
24107	Land Conservancy of NJ	Ramapo Mtn Preserve Addition - NJDOT	\$111,500.00	1700159
24107	Land Conservancy of NJ	Ramapo Mtn Preserve Addition II - Owl Woods	\$150,000.00	1700160
N/A	County of Bergen	730 Ramapo Valley Road, Mahwah	\$1,500,000.00	03-200-56-130-910-161

Historic Preservation Projects:

22494	Concerned Citizens Allendale	Fell House	\$46,875.00	1700161
2758	Park Ridge Borough	Railroad Station	\$14,675.00	1700162
900613	Ridgewood Village	Zabriskie Schedler House	\$116,725.00	1700163
3068	Rochelle Park Township	William Tyson House	\$75,000.00	1700164
23585	Upper Saddle River Historical Society	Hopper Goetschius House	\$12,021.00	1700165
900600	Woodcliff Lake Borough	Westervelt-Lydecker House	\$306,000.00	1700166

Municipal Program Park Improvement Projects:

6445	Allendale Borough	Crestwood Park/Allendale Rec Park Imps	\$33,000.00	1700167
900238	Bogota Borough	Petrik Park Safety Enhancements	\$13,932.00	1700168
738	Carlstadt Borough	Zimmerman Park - Phase III Improvements	\$27,500.00	1700169
6449	Cliffside Park Borough	Grantwood Park Play Surface	\$72,000.00	1700170
900606	Cresskill Borough	Margie Ave Athletic Field Imps	\$50,000.00	1700171
900607	Elmwood Park Borough	Birchwood Park	\$49,100.00	1700172
903613	Emerson Borough	Broadway Walking Trail	\$37,850.00	1700173
6450	Englewood City	Morris Park Recreational Improvements	\$11,055.00	1700174
1373	Fair Lawn Borough	Municipal Pool Playground Imps	\$49,100.00	1700175
1340	Fairview Borough	English Neighborhood Park Field Improvements	\$72,196.00	1700176
1448	Fort Lee Borough	Westview Park Improvement Project - Phase II	\$25,000.00	1700177
6585	Franklin Lakes Borough	Old Mill Woodlands Path Extension	\$21,000.00	1700178
1633	Hackensack City	Carver Park Recreational Imps	\$42,000.00	1700179
8381	Haworth Borough	Terrace Street Park Imps	\$16,500.00	1700180
1724	Hillsdale Borough	Beechwood Park Bandshell	\$32,500.00	1700181
900737	Leonia Borough	Gallone Park Playground	\$12,500.00	1700182
901980	Little Ferry Borough	Lakeview Park Improvement	\$26,105.00	1700183
903610	Lodi Borough	Lightning Detection System	\$32,000.00	1700184
2138	Lyndhurst Township	Town Hall Park Annex Project	\$58,000.00	1700185
2248	Maywood Borough	Memorial Park Amphitheater	\$49,100.00	1700186
900227	Midland Park Borough	Safety Fencing/Dairy St Recreation Area	\$36,025.00	1700187
6444	Moonachie Borough	Memorial Park North Passive Park	\$14,565.00	1700188
6447	Oakland Borough	Band Shell for Great Oak Park	\$40,200.00	1700189
900611	Old Tappan Borough	Oakes Park Stage Deck	\$14,925.00	1700190
903609	Palisades Park Borough	Improvements to Columbus Park	\$18,025.00	1700191
2749	Paramus Borough	Synthetic Turf Genarelli Sports Complex	\$49,100.00	1700192
6448	Ramsey Borough	Finch Park Field Improvement Project	\$22,500.00	1700193
3030	Ridgefield Borough	Improvements to Ridgefield Nature Center	\$22,000.00	1700194
900613	Ridgewood Village	Kings Pond Rehab/Beautification Project	\$34,000.00	1700195
900614	River Edge Borough	Kenneth B. George Lighting Project	\$30,000.00	1700196
3049	River Vale Township	Country Club Pond Improvements	\$11,500.00	1700197
3068	Rochelle Park Township	Carlock Field Athletic Viewing Area	\$49,100.00	1700198
6451	Rutherford Borough	Rutherford Memorial Park Improvements	\$46,928.00	1700199
900615	Saddle Brook Township	Tri-Centennial Park Development	\$49,100.00	1700200
903608	Saddle River Borough	Rindlaub Park Irrigation System	\$10,000.00	1700201
3525	Teaneck Township	Fitness Center at Votce Park	\$50,000.00	1700202
3484	Tenafly Borough	Roosevelt Common Tennis Courts	\$46,325.00	1700203
900223	Township of Washington	Gardner Park Improvements	\$13,500.00	1700204

2016 TRUST FUND PROJECT GRANT AWARD FUNDING RECOMMENDATIONS

Category	Vendor Code	Grant Recipient	Project	Grant Award	Contract No./Budget Code
	900616	Waldwick Borough	Veteran's Park Drainage Imp Project	\$35,000.00	1700205
	3808	Westwood Borough	Playground Shade Coverings	\$9,790.00	1700206
	3879	Wyckoff Township	Improvements to Memorial Field	\$12,000.00	1700207

ATTACHMENT B

SOURCES OF PROJECT FUNDING

Municipalities are required to provide a dollar for dollar match for any Bergen County Open Space Trust Fund Municipal Park Improvement grant that are awarded. Please specify source and amount of match:

<u>Source</u>	<u>Amount</u>
2016 Bergen County Open Space Trust Fund Grant:	\$ 22,500.00
☐ Municipal Open Space Trust Fund	\$
☐ Municipal Budget	\$
☐ Green Acres Grant	\$
☐ Green Acres Loan	\$
☐ Federal Funds (CDBG)	\$
☐ Donations/Contributions	\$
☐ Other (specify) _____	\$
Total Sources of Project Funding:	\$

Proof of match must be provided by either an approved budget or capital ordinance.

PROJECT SCHEDULE

(insert appropriate dates)

- | | |
|---|-----------------------|
| 1. Grant Approval as per Attachment A | <u>August 9, 2017</u> |
| 2. Complete Plans, Specifications and Bid Documents | _____ |
| 3. Apply for/obtain Permits (if necessary) | _____ |
| 4. Advertise for Bids/Quotes | _____ |
| 5. Award Construction/Purchase Contracts | _____ |
| 6. Begin Construction/Procurement | _____ |
| 7. Complete Construction | _____ |
| 8. Submit for Reimbursement Payment to the County | _____ |
| 9. Project Contract Closure Date | <u>August 9, 2019</u> |

ATTACHMENT C

GRANTEE AUTHORIZING RESOLUTION - SAMPLE

BE IT RESOLVED, that the Mayor and Council of Borough of Ramsey wish to enter into a Bergen County Trust Fund Project Contract ("Contract") with the County of Bergen for the purpose of using a \$ 22,500.00 matching grant award from the 2016 Funding Round of the Bergen County Open Space, Recreation, Floodplain Protection, Farmland & Historic Preservation Trust Fund ("Trust Fund") for the municipal park project entitled Finch Park Field Improvement Project, located in Finch Park located on Block(s) 4501, Lot(s) 3 & 4 on the tax maps of the Borough of Ramsey; and

BE IT FURTHER RESOLVED, that the Mayor and Council hereby authorize **(NAMES(s) OF PERSON(s))** to be a signatory to the aforesaid Contract; and,

BE IT FURTHER RESOLVED, that the Mayor and Council hereby acknowledge that, in general, the use of this Trust Fund grant towards this approved park project must be completed by or about August 9, 2019; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant will be disbursed to the municipality as a reimbursement upon submittal of certified Trust Fund payment and project completion documents and municipal vouchers, invoices, proofs of payment, and other such documents as may be required by the County in accordance with the Trust Fund's requirements; and,

BE IT FURTHER RESOLVED, that the Mayor and Council acknowledge that the grant disbursement to the municipality will be equivalent to fifty (50) percent of the eligible costs incurred (not to exceed total grant award) applied towards only the approved park improvements identified in the aforesaid Contract in accordance with the Trust Fund's requirements.

BE IT FURTHER RESOLVED, that should there be an unexpended balance at the completion of the project, Professional Services Costs will be reimbursed from grant award's unexpended balance in accordance with the Municipal Park Improvement Program Rules & Procedures Manual.

This resolution was adopted by the Mayor and Council of Borough of Ramsey at a meeting on **(DATE)**.

BY:

ATTEST:

ATTACHMENT D

Municipal Park Improvement Payment Form

PROJECT PAYMENT REQUEST FORM

INFORMATION: Payments are made on a reimbursement basis for up to 50% of the eligible project costs.

Section 1 – Project Information

Contract No.	Project Title	Vendor #
Grantee	Contact Name	
Address	Contact	
City, State, ZIP, County		
All work must be completed and the Grantee must submit: ☐ Post Construction Engineering Certificate ☐ Photographs of completed/installation ☐ Applicable Americans with Disabilities Act (ADA) Compliance Certification		

Section 2 - Project Scope Items

List the items in the scope of the project that are eligible for reimbursement. *If more space is needed, attach additional sheet(s) using the same form.*

1.

Section 3 - Disbursement Detail

Provide copies of all documentation such as canceled checks, invoices, contractor's statement, etc., must be enclosed with each request for reimbursement. *If more space is needed, attach additional sheet(s) using the format below.*

Date of Check	Check No.	Invoice Amount	Vendor Name (Check Issued To)	Project Scope Item
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Section 4 - Grantee Certification

I hereby certify that the information is complete and accurate and all expenditures for which reimbursement is requested are for eligible scope items as defined in the Project Contract for the above and that all expenditures have been made during the project period as listed in the Project Contract. I certify that the contractors listed were selected according to the procedures per the Local Public Contracting Act, as outlined in the Project Contract, Section 4. Project Administration.

Municipal Chief Financial Officer (or equivalent)

Title

Date

Municipal Administrator/Manager
(or clerk in the absence of such)

Title

Date

Payments will not be processed without expenditures.

red signatures.

Return this completed request along with copies of

Open Space Trust Fund
Division of Open Space
One Bergen County Plaza, Fourth Floor
Hackensack, NJ 07601-7076
Phone: 201-336-6446

Electronic submission

ATTACHMENT E

POST-CONSTRUCTION ENGINEERING CERTIFICATION

Bergen County Open Space, Recreation, Floodplain Protection, and Historic Preservation Trust Fund

TO: Bergen County Open Space Trust Fund
Division of Open Space
County Administration Building
One Bergen County Plaza
Hackensack, NJ 07601

FROM: _____

RE: Open Space Trust Fund Project No. _____
Grantee: _____
Project Name: _____

I, _____, _____,
hereby certify that the above-referenced park improvement project has been
completed substantially in accordance with the original and/or revised Trust Fund Municipal
Program application and corresponding Trust Fund Project Contract on file with the Bergen
County Division of Open Space. The park improvements are consistent with the scope of the
project as stated in the original and/or revised Trust Fund Municipal Program application and
corresponding Trust Fund Project Contract.

I further certify that the construction meets all state and local codes and current engineering
practices and that health, safety, durability, and economy requirements consistent with the scope
and objectives of the project have been met. Any ADA or ABA improvements have been
constructed in full compliance with the ADA and ABA standards.

(Date) Name: _____
Title: _____
Signature: _____
License No.: _____

(Seal)