

Warren County Department of Land Preservation
500 Mt. Pisgah Avenue, P. O. Box 179
Oxford, New Jersey 07863
(908) 453-2650

GRANT AGREEMENT FOR PRESERVATION

BETWEEN

THE COUNTY OF WARREN

AND

DATE OF FREEHOLDER BOARD APPROVAL: _____

GRANT AGREEMENT EXPIRATION DATE: _____

WARREN COUNTY

OPEN SPACE, RECREATION, AND FARMLAND AND HISTORIC PRESERVATION
TRUST FUND

GRANT AGREEMENT

BETWEEN _____, having its offices at _____, hereinafter referred to as the “Grantee”, and the Warren County Board of Chosen Freeholders, 165 County Road 519, Belvidere, NJ 07823-1949, hereinafter referred to as the “County”; and,

WITNESSETH:

WHEREAS, the Warren County Board of Chosen Freeholders created the Warren County Open Space, Recreation, and Farmland and Historic Preservation Trust Fund, hereinafter referred to as “Trust Fund”, in accordance with P.L. 1997 C. 24 (C40:12-15.1 et seq.); and,

WHEREAS, “Grantee” has made the application to the County for financial assistance in fiscal year 2018 under the Trust Fund; and,

WHEREAS, “Grantee” has submitted an application in accordance with the rules and regulations of the Trust Fund, and the Trust Fund Committee has reviewed said application and found it to be in conformance with the scope and the mission of the Trust Fund and recommended to the Warren County Board of Chosen Freeholders that the project be awarded funding; and,

WHEREAS, the Warren County Board of Chosen Freeholders confirmed the findings of the Trust Fund Committee and approved the project titled _____, hereinafter referred to as “Approved Project”, for funding; and,

WHEREAS, the “Grantee” has agreed to hold and use the premises of the Approved Project in compliance with the rules and regulations of the Trust Fund;

NOW, THEREFORE, in consideration of the award for funding, and in accordance with the application heretofore filed, and hereby incorporated into this Agreement as Schedule C, the County and the Grantee agree to perform in accordance with the terms and conditions set forth in this Grant Agreement, hereinafter referred to as “Agreement”.

APPROVED PROJECT DESCRIPTION AND BUDGET

GRANTEE: _____

PROJECT NUMBER: _____

TYPE OF PROJECT: Historic or Open Space

PROJECT TITLE: _____

PROJECT PERIOD: Grantee will have three (3) months from the date of Freeholder approval to execute and return this grant agreement. Failure to do so may risk cancellation of the Grant Agreement. Upon execution by both the applicant and the County of Warren, the applicant will have two (2) years to complete the project, during which time quarterly progress reports will be submitted to the Department of Land Preservation. If the applicant fails to complete the project within this time frame, the grant agreement shall be forfeited. Upon written request from the Municipality, the Warren County Board of Chosen Freeholders may extend this project for up to 12 months.

PROJECT SCOPE:

LOCATION: Block(s): Lot(s): _____ Township

COUNTY COST SHARING:

Funds Directly From Grantee	\$
Donation Through Grantee	\$
Funds From Municipality	\$
<u>Local Share</u>	\$
Green Acres Grant	\$
Green Acres Loan	\$
Other State Funding	\$
<u>State Share</u>	\$
<u>County Grant</u> (see Schedule B)	\$
<u>Other</u> (Seller Gifts, Donations, etc.)	\$
TOTAL COST FOR APPROVED PROJECT	\$

GENERAL PROVISIONS

1. DEFINITIONS

- a) The term “Approved Project” means the Historic Preservation of the project site or Acquisition in fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.
- b) The term “County” as used herein means the Warren County Board of Chosen Freeholders.
- c) The term “Grantee” in the case of a Charitable Conservancy means a corporation or trust exempt from federal income taxation under paragraph (3) of subsection (c) of section 501 of the federal Internal Revenue Code of 1986 (26 U.S.C.s.501 (c)(3)), whose purposes include (1) acquisition and preservation of lands in a natural, scenic, or open condition, or (2) historic preservation of historic properties, structures, facilities, sites, areas, or objects, or the acquisition of such properties, structures, facilities, sites, areas, or objects for historic preservation purposes. In the case of a Municipality the term means a town, township or borough in Warren County.
- d) The term “cost of acquisition” means the fair market value as determined by the appropriate number of certified appraisals of all lands to be acquired by the Grantee with the assistance of a grant pursuant to the Agreement. Costs also include the costs of the appraisals, survey, and preliminary site assessment that must be completed. Funds may only be used for acquisition costs of the Approved Project and will be reimbursed at time of closing.
- e) The term “commencement” as used herein means upon the full execution of this Agreement.

2. RULES AND REGULATIONS

The Grantee is bound to adhere to the rules and regulations of the Trust Fund as set forth here in their entirety.

3. PROJECT ADMINISTRATION

- a) The Grantee hereby accepts primary responsibility for the administration and success of the Approved Project, including any sub-agreements made for accomplishing the objectives set forth in this Agreement.
- b) The Grantee agrees to secure funding in excess of the County share necessary for the completion of the Approved Project and to complete the Approved Project in accordance (1) with this Agreement, including all attached Schedules A through C; (2) with the rules and regulations of the Trust Fund; and (3) with the application, estimates and maps submitted to the County and incorporated herein by reference.

- c) In the case of acquisition, the Grantee agrees to provide to the County the descriptions required for Schedule A within 30 days after closing on the property.
- d) In the case of acquisition, the Grantee shall submit the Preliminary Site Assessment and the required number of appraisals in accordance with Green Acres standards to the County at least 30 days prior to closing. The County may require that corrective action be taken as a condition to the County awarding the funding.
- e) The Grantee shall submit all necessary documentation and any other information within the time frame and in the manner requested by the County.
- f) The Grantee, its contractors and subcontractors shall complete all work in accordance with all State, Federal and local laws and regulations in performance of this Agreement. Failure to comply with such laws, rules, regulations or policies shall, after notices and reasonable opportunity to cure, be grounds for termination of this project.
- g) The Grantee shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Grantee shall bear the primary responsibility for prevention, detection and cooperation in the prosecution of any such conduct. Grantee shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. Grantee shall notify the County immediately after such allegation or evidence comes to its attention, and shall periodically advise the County of the status and ultimate disposition of any such matter.
- h) Grantee shall award all project contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:34-1 et seq.
- i) Grantee agrees it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from State contracting.
- j) Grantee, its employees, contractors and subcontractors, shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); the discrimination and affirmative action provisions of 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., and 10:5-38; and the rules and regulations promulgated thereto.
- k) Grantee, its employees, contractors and subcontractors, shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.S.A. 5:23-7 et seq., regarding facilities for the handicapped.

The Grantee, its contractors and subcontractors shall be responsible for paying all necessary permits where applicable.

- l) Grantee, its employees, its subcontractors, and its subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.

- m) Grantee, its employees, contractors and subcontractors shall comply with the provisions of the New Jersey Pay-To-Play Act, N.J.S.A. 19:44A-20.13 et seq., specifically including but not limited to N.J.S.A. 19:44A-20.27.
- n) Grantee, its contractors and subcontractors, shall comply with the provisions of The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq., and agrees it will not enter into a contract for work on the Approved Project with any person debarred, suspended, or disqualified from contracting by the Commissioner, Department of Labor pursuant to N.J.A.C. 7:1d-2.1 et seq.
- o) Grantee shall insert in every construction contract for work on the Approved Project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State and County if the contractor commits any of the acts listed in N.J.A.C. 7:1d-2.2.
- p) The Grantee, its contractors and subcontractors shall provide County personnel and any authorized representatives of the County reasonable access to all facilities, premises and records related to the Approved Project. The Grantee shall submit to the County any documents and information requested by the county relating to the Approved Project.
- q) If the Grantee fails to complete the Approved Project within the time period set forth in this Agreement, or fails to comply with the time period set forth in any other project contract, which is the subject of State assistance, then and in that event, County shall have the right in its sole discretion, to withhold any funds that are or may become payable to the Grantee in accordance with this Agreement.
- r) The Grantee agrees that any Trust Fund funds received from the County shall be used only for the purposes described in this Agreement. The Grantee further agrees that if it uses Trust Fund funds for any purposes other than those specified and approved in this Agreement, the County may recover all such funds with interest.
- s) Upon completion of the project, the Grantee will erect and maintain one or more permanent signs of a standard style, approved by the County, in a publicly visible location at the project which contains the words, "The Warren County Open Space, Recreational, and Farmland and Historic Trust Fund provided funds for this project."
- t) The Grantee shall make provisions for the maintenance, protection, preservation and police protection as may be required of all lands and improvements described in Schedule A.
- u) The act codified as N.J.S.A. 40A:9-22-1 et seq. (the "New Jersey Local Governments Ethics Law") is by this reference incorporated as part of this Agreement.

4. PROJECT COSTS

- a) Project costs eligible for Trust Fund assistance shall not exceed the costs of the Approved Project.
- b) The Grantee shall provide cost documentation certifying that the eligible project costs have been incurred. This certification shall be completed in a manner satisfactory to the County.
- c) Grant payment will be disbursed as payment at the time of closing or completion of preservation phases. Funding will be disbursed for costs allocated on Schedule B, provided that such costs itemized on Schedule B were actually expended on the project.

5. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) The Grantee's financial management system shall provide for the following:
 - 1) Accurate, current and complete disclosure of the financial results of this Agreement and any other agreement, contract, grant, program or other activity administered by the Grantee;
 - 2) Records adequately identifying the source and application of all Grantee funds and all funds administered by the Grantee. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;
 - 3) Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
 - 4) Comparison of actual outlays with budgeted amounts for this Agreement and for any other agreement, contract, grant, program or other activity administered by the Grantee;
 - 5) Accounting records supported by source documentation;
- b) The County, or its duly authorized representative(s), shall have access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, excerpt and transcript purposes. Obtaining information shall be made practicable for the County. Such access shall apply during performance of the Approved Project and for three years after the latter date of either final payment or audit resolution.

All records shall be maintained accordingly.

The Grantee shall cite this provision in all project-related contracts.

- c) Audit reports must address the Trust Fund's compliance with the material terms and conditions of this Agreement and applicable laws/regulations. The Grantee shall conduct annual audits in conformance with generally accepted accounting principles.
- d) Audit reports must contain an itemized schedule of the Grantee's County grant which identifies: grantor agency, program title, County account number, program amount, total disbursement.
- e) The Grantee's account will be adjusted, if necessary, upon the County's review of the annual audit reports.

6. LAND USE RESTRICTIONS

- a) In order to qualify to receive monies from a county trust fund pursuant to this section, the board of directors, board of trustees, or other governing body, as appropriate, of any applicant shall:
 - (i) demonstrate to the governing body of the county that it qualifies as an eligible applicant;
 - (ii) agree to use the monies only in connection with projects located in the county and for the purposes authorized by this act;
 - (iii) agree to make and keep the projects accessible to the public, unless the governing body of the county determines that public accessibility would be detrimental to the site or to any natural or historic resources associated therewith;
 - (iv) agree not to sell, lease, exchange, transfer, or donate the site for which the monies received were allocated for use pursuant to this section, except upon approval of the governing body of the county under such conditions as the governing body may establish;
 - (v) shall be permitted to sell, transfer or convey the land and building, subject to any recorded easements and deed restrictions, without the county's consent, subject to first offering to convey the land and building to the county, or a party designated by the county for a purchase price equal to the total costs incurred by Grantee in relating to any capital improvements made to the property. The County shall have 60 days after notice of such offer to enter into a contract with Grantee. Failure to enter into a contract within such 30-day period shall be deemed a waiver of the county's option to purchase; and
 - (vi) agree to execute and donate to the county at no charge (a) a conservation restriction or historic preservation restriction, as the case may be, pursuant to P.L. 1979, c. 378 (C.12:8B-1 et seq.) or (b) a development easement, as defined pursuant to section 3 of P.L. 198, c.32 (C.4:1C-13), as appropriate, on the lands for which the monies received were allocated for use pursuant to this section. The conservation restriction shall have a term of 30-years, unless the county agrees otherwise.

- (vii) in the event the Grantee sells, transfers or conveys the land or building during the 30-year conservation restriction or historic preservation restriction period to a third party which is not a municipality or nonprofit organization, Grantee shall reimburse the county for any and all grant monies received from the Trust Fund; and

7. RELEASE AND INDEMNIFICATION

- a) The Grantee shall defend, indemnify, protect and save harmless the Trust Fund and the County, its agents, servants and employees from and against all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of any negligent act of the Grantee, its agents, servants, employees and subcontractors in the performance of this Agreement. The Grantee shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the Trust Fund or the County for which indemnification is provided under this paragraph, the Grantee shall, at its own expense, satisfy and discharge the same.

Grantee's duty to indemnify shall continue in full force and effect after the termination or expiration of this Agreement. Grantee shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the approved project, a requirement that the contractors and subcontractors provide the State with indemnification protection at least as broad as set forth in this section.

- b) The Grantee shall, within 30 days after a claim has been made against it, give written notice thereof to the County along with full and complete particulars of the claim. If suit is brought against the County or any of their agents, servants or employees, for which indemnification is provided under this paragraph, the County shall expeditiously forward to the Grantee every demand, complaint, summons, pleading, or other process received.

8. PROJECT TERMINATION

- a) The Grantee may not terminate, modify or rescind this Agreement without the express written approval of the County. Any attempt by the Grantee to terminate, modify or rescind this Agreement after commencement without the express written approval of the County shall constitute a material breach and subject the Grantee to any and all appropriate remedies at law.
- b) County may terminate this Agreement in whole or in part at any time for good cause. The term "good cause" shall include, but not be limited to, failure to comply with the terms and conditions of this Agreement or the rules and regulations of the Trust Fund.

9. REMEDIES

- a) In addition to any other rights and remedies available to the County pursuant to, law, in the event of failure to comply with this Agreement and/or with the rules and regulations of the Trust Fund, the County may take any of the following actions or combinations thereof:
 - (i) Issue a Notice of Noncompliance
 - (ii) Withhold County funds
 - (iii) Order suspension of project work
 - (iv) Terminate or annul this Agreement
- b) No remedy herein conferred or reserved by the County is intended to be exclusive of any other available remedy or remedies, but each and every other remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity by statute. No delay or omission to exercise any right or power accruing upon failure of compliance with this Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Section, it shall not be necessary to give notice other than such notice as may be provided by this Section.
- c) In addition to the above remedies, if a Grantee commits a breach, or threatens to commit a breach, of this Agreement, the County shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the County and that money damages will not provide an adequate remedy therefor.
- d) The County shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to Grantee if any event or failure of compliance shall occur hereunder.

10. MISCELLANEOUS

- a) This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect of the subject matter thereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
- b) Modifications or waivers of provisions of this Agreement, the Approved Project must be in writing and submitted to the County for prior approval.
- c) In the event of any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

- d) In the event that any provision of this Agreement should be breached by the Grantee and thereafter waived by the County, such waiver shall be limited to the particular breach so waived by the County and shall not be deemed to waive any other breach by the Grantee.
- e) This Agreement shall inure to the benefit of and be binding upon the heirs, successors and administrators of the Grantee, but no part hereof shall be assigned without the prior written consent of the County.
- f) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- g) In the event of litigation, the Grantee waives whatever right it may have to trial by jury.
- h) Other Conditions:

Prior to the award of this grant, the Grantee shall have presented a maintenance plan for the site and improvement on the site being acquired or preserved. Failure to maintain the property according to the plan submitted may result in the remedies described in 9(a) of this Agreement.

By signature below, the Grantee and the County shall execute this Agreement and confirm that they are mutually bound by all provisions contained in its General Provisions and the attached Schedules A through C.

WARREN COUNTY BOARD
OF CHOSEN FREEHOLDERS

ATTEST:

By: _____

Date: _____

Name: _____

Title: Freeholder Director

Clerk

By: _____

Date: _____

Name: _____

Title: _____

ATTEST:

Notary

ATTACHMENTS

The following are fully incorporated into this Agreement:

- Schedule A: Metes and bounds description of the lands acquired including a list of blocks, lots, and acres actually acquired, or of the site to be preserved and its historic features.
- Schedule B: Approved estimate project budget and description.
- Schedule C: Project application made to Trust Fund.
- Schedule D: Historic Preservation Restriction

SCHEDULE A

**Metes and Bounds Description
(to be provided upon
property acquisition, lease or
other agreement authorizing
preservation work)**

SCHEDULE B

**Approved Project Description
and Estimated Budget**

SCHEDULE B

APPROVED PROJECT DESCRIPTION AND ESTIMATED BUDGET

PROJECT NUMBER: _____

GRANTEE: _____

PROJECT NAME: _____

<u>BLOCK(S) AND LOT(S) OF PROJECT</u>	<u>ESTIMATED SQ. FEET</u>	<u>ESTIMATED COST</u>
---	-------------------------------	---------------------------

B: L:		\$
------------	--	----

STATE SHARE:

GREEN ACRES GRANT	\$
-------------------	----

GREEN ACRES LOAN	\$
------------------	----

OTHER (Specify):	\$
------------------	----

LOCAL SHARE:

FUNDS DIRECTLY FROM GRANTEE:	\$
------------------------------	----

DONATION THROUGH GRANTEE:	\$
---------------------------	----

OTHER (Seller gifts, donations, etc.):	\$
--	----

WARREN COUNTY OPEN SPACE, RECREATIONAL, AND FARMLAND AND HISTORIC PRESERVATION TRUST FUND GRANT	\$
---	----

- Note:
1. The estimated cost in this budget sheet includes cost of land acquisition based upon the information received from the Grantee. Actual grant award may vary depending upon formal independent appraisals and fair market value. Grant amounts will not be increased unless agreed upon through a formal amendment process. In instances where the approved amount is greater than the actual expenditures incurred by the Grantee, the grant will be adjusted by the County in order to reflect actual expenditures.
 2. The budget for preservation work must be presented in the format attached.

SCHEDULE C

**Project Application made
To Trust Fund**

SCHEDULE C

Historic Preservation Restriction