



Township Council
 1 Municipal Plaza
 Bloomfield, NJ 07003

Louise M. Palagano
 Municipal Clerk

<http://www.bloomfieldwpnj.com>

Meeting: 05/05/14 06:30 PM

2014 RESOLUTION GRANT AGREEMENTS

2014 LOCAL AID AGREEMENT

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Township Administrator to sign the agreement any and all documents necessary between the County of Essex and the Township of Bloomfield for the 2014 Local Aid agreement

......*

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on May 05, 2014.

Louise M. Palagano

 Municipal Clerk of the Township of Bloomfield

Michael Venezia

 Mayor of the Township of Bloomfield

| ✓ Vote Record - Resolution 3569 | | | | | |
|--|--------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| | | Yes/Aye | No/Nay | Abstain | Absent |
| <input checked="" type="checkbox"/> Adopted | | | | | |
| <input type="checkbox"/> Adopted as Amended | | | | | |
| <input type="checkbox"/> Defeated | | | | | |
| <input type="checkbox"/> Withdrawn | | | | | |
| <input type="checkbox"/> Tabled | | | | | |
| <input type="checkbox"/> Approved | | | | | |
| <input type="checkbox"/> Approved by Consensus | | | | | |
| <input type="checkbox"/> Not Discussed | | | | | |
| <input type="checkbox"/> Tabled with No Vote | | | | | |
| <input type="checkbox"/> Discussed | | | | | |
| <input type="checkbox"/> Veto by Mayor | | | | | |
| <input type="checkbox"/> Approved No Vote | | | | | |
| <input type="checkbox"/> Deferred | | | | | |
| | Elias N. Chalet | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Nicholas Joanow | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Carlos Bernard | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Wartyna Davis | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Joseph Lopez | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Carlos Pomares | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Michael J. Venezia | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

APPROVED AS TO FORM AND PROCEDURE
 ON BASIS OF FACTS SET FORTH

William J. Florio

 Director of Law - Township Attorney

LOCAL AID GRANT AGREEMENT

Agreement made _____, between the **County of Essex** with offices at the Hall of Records, Room 405, 465 Dr. Martin Luther King, Jr. Blvd., Newark, New Jersey 07102) (hereinafter referred to as the "**County**") and the **Township of Bloomfield with offices at 1 Municipal Plaza, Bloomfield, NJ 07003** (hereinafter referred to as "**Bloomfield**").

WHEREAS, the Essex County Recreation & Open Space Trust Fund Local Aid Program (hereinafter referred to as "the Open Space Trust") has awarded "**Bloomfield**" a \$150,000.00 grant to fund the **Clark Pond South – Athletic Field Lighting Improvements** (hereinafter referred to as "**the Project**"); and

NOW, THEREFORE THE PARTIES DO HEREBY AGREE AS

FOLLOWS:

1. "**Bloomfield**" will substantially complete their project by or before June 1, 2015. The County, at its sole discretion can extend this completion deadline.
2. Upon the substantial completion of the project the Municipal Engineer and/or their designee shall provide the County with a required certification from the municipal engineer certification providing that certifying all criteria set forth in the application has been met and accomplished will be provided.
3. Grant award funding will be provided to **Bloomfield** upon the successful submittal to the County of a certified Municipal resolution voted upon by a majority of the **Bloomfield** governing body of the municipality's resolution authorizing the successful vendor and/or bidder to proceed and start and complete the project or phases thereof.
4. Each site that receives funding must erect a sign measuring at least 3' x 4' and contain at minimum the following:

This project was supported by funding from the
Essex County Recreation & Open Space Trust Fund
2014 Local Aid Program

Joseph N. DiVincenzo, Jr.,

County Executive
and the Essex County Board of Chosen Freeholders

5. A maximum of Up to nineteen thousand five hundred dollars and zero cents (\$19,500.00) may be 13% of the grant award can be used for the design of the Project, purposes, provided the design is done by an outside firm.
6. The funds shall will be used solely and exclusively for the design (as provided) and construction of the Project. **Clark Pond South – Athletic Field Lighting, located in Bloomfield, NJ.**
7. **“Bloomfield”** shall procure contractors/professionals to design and construct the Project, in accordance with N.J.S.A. 40A:11-1, et seq., the (Local Public Contracts Law) and the rules and regulations adopted pursuant thereto. procure contractors/professionals to design and construct the Project.
8. **“Bloomfield”** shall comply with all federal and state laws, rules and regulations and, if applicable, all Green Acres Program requirements for the project.
9. **“Bloomfield”** shall be solely responsible for the design, construction, maintenance, operation and repair of the project area. The County shall have no responsibility for the Project design, construction, maintenance, operation and/or repair of the Project.
10. At it’s sole discretion, the County may extend the project period as necessary to complete the approved project.
11. In the event that any portion of the grant or matching funds remain at the completion of the above mentioned project, those funds will be used for improvements of the project consistent with **“Bloomfield’s”** initial application to the Open Space Trust for funds and subject to County approval.
12. **“Bloomfield”** assumes all risk and responsibility for and hereby agrees to indemnify, defend and savehold harmless the County of Essex and its agents, officials and employees from and against any and all damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claimed to arise from acts of omissions during design, construction, maintenance, operation and/or repair of the Project of **“Bloomfield”** itsits officials, employees, agents, contractors or subcontractors. **Bloomfield’s** duty to indemnify, defend and save harmless the County extends to any and all claims for damages, claims, demands, liability, judgments, losses, expenses, or costs arising or claims to arise from any acts or omissions of the County and its agents, officials and employees.

“Bloomfield” shall also, at its own expense, appear, defend and pay all

reasonable charges for attorney's fees and all reasonable costs and other expenses arising from and incurred in connection with such claims.

"Bloomfield" shall within twenty-four hours of any notice of claim, or injury of any type, immediately notify the County of any notice of claim, damage or claim for which it or the County might be liable pursuant to this Agreement.

"Bloomfield's" liability shall be limited to acts or occurrences arising during its period of ownership. However, its duty to indemnify, defend and hold harmless the County for such acts and omissions shall continue after the termination or expiration of this Agreement.

"Bloomfield" shall include, or cause to be included a provision in all contracts executed for the purpose of carrying out the project a requirement that the contractors and subcontractors provide the County with indemnification, defense and hold harmless protection at least as broad as set forth above. Further, the County shall be named as an Insured under all contracts of insurance for the Project whether held by **Bloomfield** or contractors and subcontractors.

13. In the event **Bloomfield** grant awardees does not comply with this Local Aid Grant Agreement project agreement, the County, without waiving any other actions at law or equity, may take any of the following actions: a) issue written notice of noncompliance and directing corrective action in 30 days; b) if corrective action is not taken or cannot be taken for whatever reason, is inadequate in the judgment of the County, the County may; (i) withhold reimbursement (ii) terminate project agreement; (iii) require **Bloomfield** within thirty (30) days of notice demand to repayment the full amount of all Open Space Trust funds paid hereto that the awardee has received. **Bloomfield** agrees to make this payment even if it objects to or disagrees with the County regarding the need for corrective action and/or the ability to take corrective action. Nothing contained herein shall act as a waiver of Belleville's rights at law or in equity regarding the repayment.
14. The County may terminate this Agreement, at any time, if any representations or warranties made herein or in any certifications, reports, plans, financial statements or other information furnished by **"Bloomfield"** in connection with this Agreement shall prove to be knowingly or intentionally and materially false or misleading. Within thirty (30) days of notice by the County, **Bloomfield** shall repay the full amount of all Open Space Trust Funds paid hereto. **Bloomfield** agrees to make this payment even if it objects to or disagrees with the County. Nothing contained herein shall act as a waiver of **Bloomfield's** rights at law or in equity regarding the termination or repayment.
15. **"Bloomfield"** may rescind this project agreement at any time prior to initial acceptance of any Open Space Trust funds. **"Bloomfield"** may not terminate this agreement after accepting Open Space Trust funds without written approval from

the County and without repayment in full of all Open Space Trust Funds paid hereto.

16. This Local Aid Grant Agreement project agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof. Neither party shall rely on any verbal or oral representations.
17. This Agreement shall remain in effect until the completion of the Project. However "**Bloomfield's**" obligations under paragraphs 9, 11 & 12 of this Agreement shall continue after completion of the Project and termination of this Agreement.
18. This Agreement shall not be assigned, without the prior written consent of the County.
19. This Agreement shall be construed and enforced under the laws of the State of New Jersey

IN WITNESS WHEREOF the parties hereto have signed and sealed the agreement the date and year first above written.

ATTEST:

The County of Essex

Deborah Davis Ford, Clerk to the
Essex County Board of Chosen
Freeholders

by: _____
Joseph N. DiVincenzo, Jr.
County Executive


ATTEST

by: 
Township of Bloomfield

This Agreement was approved on _____, 2014 by Resolution
No. _____ of the Essex County Board of Chosen Freeholders.

Deborah Davis Ford, Clerk to the
Essex County Board of Chosen
Freeholders