KIDS RECREATION TRUST AGREEMENT

This AGREEMENT made and entered into this _____day of _____, 2005, by and between the COUNTY OF UNION, a Body Politic of the State of New Jersey, having its principal place of Business at Union County Administration Building, Elizabethtown Plaza, Elizabeth, New Jersey 07207 (hereinafter the "County") and _____ (hereinafter the "Municipality").

WHEREAS, the Board of Chosen Freeholders of the County desires to implement a program known as the Kids Recreation Trust grant program (hereinafter referred to as the "Program").

WHEREAS, the Program will consist of three components: recreational scholarships; purchase of sporting equipment; and field improvements and reaction programming; and

WHEREAS, the creation of the Program is permitted and authorized by N.J.S.A. 40:48-2.56; and

WHEREAS, the parties hereby desire to set forth the terms and conditions under which the parties will participate in the Program:

Now in consideration of the mutual covenants and agreements the parties do hereby agree as follows:

1. The parties do hereby acknowledge that the Program application by the Municipality, attached hereto and made a part hereof as Appendix 1, has been submitted, reviewed and approved by the County.

2. The parties further acknowledge that the matching contribution of the Municipality has been/will be satisfied by in kind services and/or cash. All matching funds must be specifically related to the proposed Program.

3. The Municipality acknowledges and agrees to comply with the guidelines of each and all components of the Program.

4. The Municipality acknowledges and agrees that it will comply with all relevant requirements of the Local Fiscal Control Law and the Local Public Contracts Law together with all relevant rules and regulations.

5. Upon execution of this agreement, the Municipality consents to adhere to the proposed Program timelines. Upon execution of this agreement the grant period shall commence.

6. On a bi-annual basis the Municipality shall provide the County with a Fiscal Report/Analysis of all its expenditures as to this Program.

7. In the event the Municipality determines not to move the Program to completion, it shall notify the County which reserves the right to request a return of the grant funding paid by the County.

8. Upon the execution of this agreement the County will disburse fifty percent (50%) of the grant funds for the purposes of the field improvement and recreational equipment portion. The remaining fifty percent (50%) will be disbursed in coordination with the progress of the grant Program.

9. Upon execution of this agreement, the Municipality consents to the placement of a sign that reads, “Kids Recreation Trust Grant Program.

A Service of the Union County Board of Chosen Freeholders. Your Trust Fund Dollars at Work For You!" Signage shall be designed and installed by Union County's Bureau of Traffic and Maintenance.

10. The Municipality consents and submits to monitoring visits by the Office of the Trust Fund staff.

11. At completion of the Program, the County reserves the right to examine the Program to determine its overall conformance with the application submitted and approved.

12. The Municipality shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting from the performance of any work related to the Program, which is attributable to personal injury, including bodily injury, property damage, including the work itself, and the loss of use resulting therefrom, or the loss of use of tangible property, which has not been physically injured, or destroyed, and is caused in whole or in part by an act or omission of the Municipality, or any contractor, subcontractor, or vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

13. The Municipality shall assure that any vendor performing work on the Program, or any ancillary work, is not listed on the New Jersey, Department of Labor Debarment List for failing to pay prevailing wages. The Municipality shall assure vendor complies with all requirements of the Prevailing Wage Law.

14. The County's Compliance Officer shall serve as monitor/inspector of all work in reference to this Program.

15. The Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers are, for all purposes arising out of this Agreement, independent parties and not employees of the County. It is expressly understood and agreed that the Municipality, as a grantee, and its employees, agents, representatives, contractors, subcontractors, vendors and suppliers shall in no event, as a result of this Agreement, be entitled to any benefit to which County employees are entitled, including but not limited to, overtime, retirement benefits, workers' compensation benefits and injury leave or other leave benefits.

16. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The wavier of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach.

17. The headings of articles, paragraphs and sections in the Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

18. It is expressly agreed that the provisions set forth in the Municipality's Program application, and this Agreement constitute the entire understanding and agreement between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth here or in the Program application are of no force and effect.

19. The Municipality agrees to comply with all applicable laws and regulations relating to Exhibit A.

20. In addition to the requirements of Paragraph 19 above, the Municipality agrees to comply with all other applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and year first above written.

WITNESS

_____

Clerk, Board of Chosen Freeholders

COUNTY OF UNION

_____

County Manager

WITNESS

_____

_____

MUNICIPALITY REPRESENTATIVE

_____

APPROVED AS TO FORM:

_____

County Counsel