



GREEN ACRES

LOCAL AND NONPROFIT ASSISTANCE PROGRAM

Partnership Agreement Checklist – Park Development

Revised 6/20/2024

Green Acres recognizes the value of partnerships in helping to make certain park development projects possible. The terms of such partnerships must be formalized in a partnership agreement document that lays out the rights and responsibilities of the parties. To assist our applicants, Green Acres has prepared the following checklist for use in preparing partnership agreements for Green Acres-funded park development projects. Partnership agreements that contain all these elements will, in most cases, benefit from fast-track review and approval.

Please complete and return this checklist with the partnership agreement document. We strongly recommend submitting the agreement for review in draft form as early in the process as possible to allow time for review and, if necessary, revisions to the document. If one or more of the parties is a local government, time should also be allotted for governing body review and approval of a resolution authorizing execution of the agreement.

Required elements of the partnership agreement include:

1. ____ Green Acres project name and number
2. ____ Project site street address
3. ____ Project site block and lot numbers and municipal location
4. ____ Property owner and Green Acres funding recipient(s) identified as parties to the agreement
5. ____ Reference to any additional agreements, such as leases or Memoranda of Agreement, that exist between the partners for the subject property and/or project
6. ____ Description of the project scope, e.g., "a playground, spray park, and landscaping"
7. ____ Confirmation that the property will be subject to Green Acres restrictions through listing on the partner's Recreation and Open Space Inventory (if owner is a local government) or through the granting of a Deed of Conservation Restriction (if the owner is a nonprofit organization or private party), or both

8. ____ Confirmation that the project will be managed in conformance with all applicable local, state and federal laws, including but not limited to the Local Public Contract Law and Prevailing Wage Act
9. ____ Explanation of which partner(s) will be responsible for project design, construction oversight, payment of bills, and submission of Green Acres deliverables
10. ____ Explanation of which partner(s) will be responsible for site remediation, historic review, structure demolition, solid waste removal, well testing, well and/or septic tank decommissioning, as applicable
11. ____ Statement specifying that funding will be disbursed to the Green Acres funding recipient(s), and the process by which reimbursement to the other partner will be made, if applicable
12. ____ Explanation of which partner(s) will be responsible for operating, maintaining, repairing and/or replacing the funded project after construction is completed and the facilities are open to the public
13. ____ Statement specifying that the funded facilities will be available for use by the public, regardless of place of residence, at all times of year and during all reasonable hours of the day, consistent with the type of recreational activity occurring and/or the facility being used
14. ____ Statement that a Use Schedule will be posted, advising the general public of the specific use arrangements and the availability of the facilities to the general public
15. ____ Statement that a permanent Green Acres sign will be posted after construction is complete
16. ____ The term (length) of the agreement
17. ____ Statement that NJDEP shall be a third-party beneficiary to the Agreement and shall have the right to enforce it
18. ____ Language to “indemnify, protect and save harmless NJDEP, its officers, agents, servants and employees against and from any and all claims, demands, actions, judgements and executions, which may be made by an individual(s) and may arise out of use of the funded facilities”
19. ____ For any partner that is a nonprofit organization, affirmation that the organization is a qualified nonprofit under N.J.A.C. 7:36-2.1 and will comply with state and federal reporting and auditing requirements