



19 Boonton Avenue
Boonton, NJ 07005
Ph: (973)541-1010
Fax: (973)541-1131
Web: tlc-nj.org

AGREEMENT

BY AND BETWEEN

TOWNSHIP OF TEANECK, County of Bergen
A Municipal Corporation of the State of
New Jersey, with offices located at
818 Teaneck Road
Teaneck, New Jersey 07666

Hereinafter referred to as "Township"

AND

THE LAND CONSERVANCY OF NEW JERSEY
Open Space and Farmland Preservation Advisors
with offices located at
19 Boonton Avenue
Boonton, New Jersey 07005

Hereinafter referred to as "Conservancy"

WITNESSETH:

WHEREAS, with the identification of lands for natural resource, recreation, and cultural protection, a need exists to retain the services of an open space preservation consultant whose staff members have technical expertise and experience in the field of open space preservation and stewardship; and

WHEREAS, The Land Conservancy of New Jersey is a nonprofit organization whose mission is to preserve and protect open space for natural, historic, agricultural and recreational purposes and to assist municipalities in the stewardship of open space lands; and

WHEREAS, the Township of Teaneck desires to develop an updated Open Space and Recreation Plan ("Plan") and

WHEREAS, The Land Conservancy of New Jersey is qualified to prepare an updated Open



Space and Recreation Plan;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Scope of Services:** The Land Conservancy of New Jersey shall provide the Township of Teaneck, Bergen County, with the following services as outlined in Schedule A.
2. **Maps:** Maps will be developed for this project, as determined by The Land Conservancy, in consultation with the Township, and described in Schedule A. The maps will be formatted to be 8 ½ x 11 inches in size.
3. **Meeting Attendance:** The Land Conservancy may attend up to four (4) meetings in the Township of Teaneck as part of this project, as determined by The Land Conservancy, in consultation with the Township. If the Township requests attendance at additional municipal-based meetings, The Land Conservancy reserves the right to charge a fee on top of the currently approved fee of \$125 per hour, plus cost of travel.
4. **Schedule:** The term of the agreement shall be for a twelve (12) month period commencing on June 15, 2017 and ending on June 14, 2018. The Land Conservancy will present the Township with the draft Plan Update by December 1, 2017. The Land Conservancy will deliver a final draft of the Plan Update to the Township by June 14, 2018, dependent upon municipal review and comments. In order to complete the Plan by this date, The Land Conservancy needs to receive the informational materials and documents, as identified by The Land Conservancy from the Township, no later than July 31, 2017. If needed, Township representatives and municipal officials involved in the development of the Plan will meet six (6) weeks prior to the delivery of the final version of the Plan to determine if there are any deficiencies due to the lack of information requested by The Land Conservancy but not delivered from the Township.
5. **Deliverables:** The Plan will be produced using the format created by The Land Conservancy for these documents. The Land Conservancy will complete one (1) Draft for Township review. The Township will provide its comments to The Land Conservancy on the Draft report. Following review by the Township boards, committees and staff, one (1) Revised Draft will be produced for review by the Planning Board. Upon approval by the Planning Board a Final Plan Update will be issued. No further draft reports will be produced, if the Township requests an additional draft reports it will be completed at an agreed upon fee between the Township and The Land Conservancy. Upon completion of the final report, The Land Conservancy will provide the Township one (1) hard copy, in color, of the final version. An electronic copy of the Draft and Final reports will be sent via an internet link so it may be downloaded directly to the user's computer.

6. **Delivery of Final Product:** Upon delivery of the Final report to the Township, The Land Conservancy will include a cover letter stating that the report is now complete.
7. **Term of Agreement:** The term of the agreement shall be for a twelve (12) month period commencing on June 15, 2017 and ending on June 14, 2018.
8. **Total Compensation:** Payment shall be made by the Township to The Land Conservancy for a fee of ten thousand dollars (\$10,000.00). Payments will be processed through the Township Council as follows:

- Attendance at Kick-Off meeting..... \$2,000
- Completion of draft Open Space Map \$2,000
- Submittal of Draft Plan Update..... \$2,000
- Submittal of Final Plan Update\$4,000

The Land Conservancy is able to keep the costs for these services low thanks to a generous grant from the Geraldine R. Dodge Foundation which underwrites this program.

9. **Payment Procedures:** The Land Conservancy shall be responsible in submitting to the Chief Financial Officer a voucher with specific charges. Method of payment shall comply with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-16, which prohibits the governing body of any local unit from paying out any of its monies "unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct."
10. **Ownership of Records:** All records, maps, plans and data pertaining to any Township open space issue and any other information utilized or gathered by The Land Conservancy on behalf of the Township shall be surrendered to the Township upon expiration of this Agreement. The Land Conservancy may retain copies as it determines and will not disclose any information known to it to be non-public.
11. **Work Product:** All material and work product, researched, created and pursuant to this agreement belong solely to The Land Conservancy. The text of the report may not be modified by the Township or anyone on its behalf without the prior written consent of The Land Conservancy. If requested by the Township, The Land Conservancy will include the ArcGIS shape files for the data used to create the maps, upon completion of the final report.
12. **Cancellation of Agreement:** Both the Township and The Land Conservancy reserve the right to cancel this Agreement without reason upon thirty (30) calendar days written notice. However, both parties agree that any pending business will be completed to the best of The Land Conservancy's abilities, and that an orderly transition of the project will be made in cooperation with the Township Clerk.

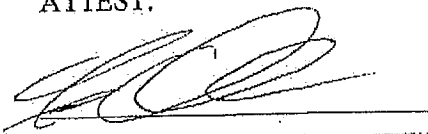
13. Mandatory Affirmative Action Compliance. During the term of this agreement, the parties agree to comply with the Affirmative Action requirements set forth in N.J.A.C. 17:27, and hereby incorporate by reference the mandatory Affirmative Action language set forth in Exhibit "A" which is attached and made a part of this Agreement.

14. Arbitration. This Agreement is the entire agreement of the parties on the subject matter, superseding all prior written or oral understandings or agreements, and may be amended only by a writing signed by both parties. All disputes in respect of this Agreement not settled by negotiation within 30 days of written notice thereof by either party to the other shall be submitted by one party or the other to non-binding mediation by a mutually agreed upon mediator and if not settled within 60 days of such notice shall be finally resolved by confidential binding arbitration in Morristown, New Jersey under the rules then in effect of the American Arbitration Association (other than its Administrative Rules) by a panel of three arbitrators, one selected by each party and the third by the two so selected. Any decision by a majority or more of the arbitrators may be entered as a judgment in any court having jurisdiction. The arbitrators shall have no authority to amend this Agreement. One-half of the expenses of the mediator of any mediation and the arbitrators in any arbitration shall be borne by each party.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this

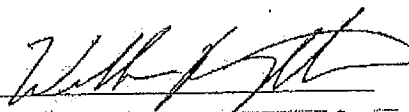
21st day of September 2017.

ATTEST:

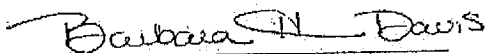


Township Clerk

TOWNSHIP OF TEANECK

By 
Mayor *Twp. Manager*

WITNESS:


Barbara N. Davis

THE LAND CONSERVANCY OF NEW JERSEY

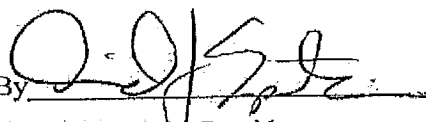
By 
David J. Epstein, President

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the

use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

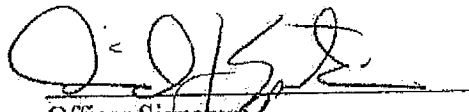
Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The Land Conservancy of New Jersey

Company Name



Officer Signature

David J. Epstein, President.

5/31/17
Date

(973) 541-1010

Telephone Number

(Rev. 4/2010)



THE LAND CONSERVANCY
OF NEW JERSEY

19 Boonton Avenue
Boonton, NJ 07005
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SCHEDULE A – TOWNSHIP OF TEANECK **OPEN SPACE AND RECREATION PLAN UPDATE**

The Land Conservancy of New Jersey follows the NJDEP Green Acres Program requirements for format and content for a municipal Open Space and Recreation Plan (OSRP). Green Acres requires that an OSRP must have been re-examined within the past 10 years and adopted as an amendment to the Master Plan. The Land Conservancy completed Teaneck Township's Open Space and Recreation in March 2007.

The 2017 Update to Teaneck Township's OSRP will be a comprehensive review of the Township's open space program. Our staff will work with the Township administration and finance departments to integrate a complete history of the open space program including grants received and expenditures from the Township's Open Space Trust Fund. Through in-person meetings, site visits, and review of existing Township documentation, the plan will be updated to provide a reexamination of the needs, goals and objectives of the Township's open space program. All reports completed by our staff meet not only state guidelines, but the requirements and recommendations of the Sustainable Jersey program and the Association of the New Jersey Environmental Commissions (ANJEC). The Township can submit the updated Plan to Sustainable Jersey as a qualifying action. If requested by the municipality, the Plan Update will include recommendations for stewardship of the open space property currently owned by the municipality. The Open Space and Recreation Plan Update will include the following sections:

1. Executive Summary
2. Open Space Goals and objectives of the community are evaluated and updated.
3. Inventory of the currently protected open space and undeveloped lands.
4. History of the Open Space Program including expenditures made and grants received.
5. Community Meeting to determine the goals and public need for open space preservation, recreation.
6. Planning Review of new and updated state, county, and local plans for program information.
7. Preservation and Stewardship Recommendations and strategies.
8. Maps using ArcGIS to determine priority lands for preservation and restoration.
9. Action program for open space protection and stewardship over a period of five years.

Our staff will facilitate up to two (2) public meetings for the Plan Update. Staff will attend up to four (4) meetings in the Township, including the public meetings. Maps done by The Land Conservancy are on an ArcGIS 10.5 mapping platform and include:

- ✓ Natural and Cultural Resource Maps (up to 4), Open Space Map and Greenway Map
- ✓ Preserved and Public Lands Map identifying recreation and cultural features

A draft will be ready for review within six months. Following review by the Township boards, committees and staff, a revised draft will be produced for review by the Planning Board. Upon approval by the Planning Board a final document will be issued. The Land Conservancy will deliver one hard copy of the final report. An electronic copy the draft report, revised draft, and final plan will be sent via an internet link so it may be downloaded directly to the user's computer.



TOWNSHIP OF TEANECK

818 TEANECK RD, Purchasing Dept

TEANECK, NJ 07666

TEL (201)837-1600 EXT. 1300

FAX (201)837-5212

REQUISITION	
NO.	R7-02283

SHIP TO	Teaneck Recreation Department Rodda Center 250 Colonial Court Teaneck, NJ 07666
VENDOR	VENDOR #: THELA010 THE LAND CONSERVANCY OF NEW JERSEY 19 BOONTON AVENUE BOONTON, NJ 07005

ORDER DATE: 09/20/17
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Open Space & Recreation Plan Develop an Updated Open Space & Recreation Plan as per proposal dated September 24	C-04-55-999-010-501	10,000.0000	10,000.00
			TOTAL	10,000.00

 REQUESTING DEPARTMENT DATE