RESOLUTION 46-13

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER

WHEREAS, the County of Gloucester and the Borough of Clayton have agreed to enter into an Agreement for the Alliance to Prevent Alcoholism and Drug Abuse; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the County of Gloucester and the Borough of Clayton.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on February 14, 2013.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, February 14, 2013.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, hereinafter referred to as the "COUNCIL" and on behalf of the **Borough of Clayton** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will there have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the County to the Grantee under this agreement shall not exceed the amount of $10,122.00.

THIS AGREEMENT is made effective the _____day of _____, **2013.**

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administration Code had executed this Agreement and Contractor's authorized representative has executed this agreement on the date indicated herein.

ATTEST:

COUNTY OF GLOUCESTER

_____

ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST

_____

PETER M. MERCANTI,
PURCHASING DIRECTOR

ATTEST:

Christine Newcomb

BOROUGH OF CLAYTON

_____

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2EBB-1 et seq. and N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

-demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and

-incorporate broad based, community efforts; and

-illustrate a broad base of service as determined by local needs; and

-be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and

-be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and

-deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period

of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed $500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

A. Hospitals subject to OME Circular A-110

B. Colleges and universities that are part of a state entity

C. GRANTEE(s) receiving less than $25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

A) Local Governments	OMB Circular A-87
B) Educational Institutions	OMB Circular A-21
C) Private nonprofit organizations	OMB Circular A-122

Other than:

1. institutions of higher education
2. hospitals

3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other that;

1. hospitals

2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily is the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION.**

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer.

All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2013 (1st quarter), July 15, 2013 (2nd quarter), October 15, 2013 (3rd quarter) and January 15th 2014,

(4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

A. Final reports shall be due forty-five days after the expiration or termination of the LOA.

B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR(s) adhere to the following statement:

"No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds."

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 – et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace. The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination clause.

The contractor or sub-contractor, 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented form time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its sub-contractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

   Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of $500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F

Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.

B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.

C. Report Number – Reports should be numbered consecutively within the budget period.

D. Revision of Report Number – Complete this section only if a revised report of grant activity is being submitted.

E. Final Report – Indicate on this line if the final report of grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.

F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more municipalities indicate the name of the local Agency who will be responsible for the accounting of funding.

G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.

H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.

I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.

J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,

K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

"Hold Harmlesss" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Municipality shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Municipality shall deliver certifications of said Insurance to County.