

**RESOLUTION 96-2015**

**RESOLUTION AUTHORIZING AGREEMENT WITH THE COUNTY OF GLOUCESTER**

**WHEREAS**, the Borough of Woodbury Heights seeks participation within the Alliance to Prevent Alcoholism and Drug Abuse with the County of Gloucester as the Grant Administrator for the Governor's Council on Alcoholism and Drug Abuse; and

**WHEREAS**, the annexed Letter of Agreement memorializes the terms and conditions of participation which includes a grant sum not exceeding **TEN THOUSAND NINETY-SEVEN (\$10,097.00) DOLLARS**;

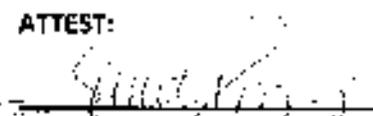
**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the annexed Letter of Agreement with the County of Gloucester be and is hereby authorized and approved and the proper Officers of the Borough are authorized and directed to endorse such Agreement on behalf of the Borough of Woodbury Heights.

**BOROUGH OF WOODBURY HEIGHTS**

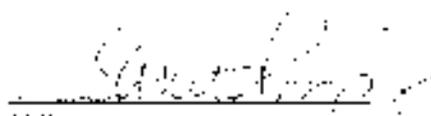
BY: 

**ROBBIE J. CONLEY, MAYOR**

ATTEST:

  
**JANET PIZZI, BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of the Borough of Woodbury Heights at a Regular Meeting held on the 24<sup>th</sup> day of November, 2015.

  
**JANET PIZZI, BOROUGH CLERK**



November 4, 2015

Borough of Woodbury Heights  
Attn: Ms. Janet Pizzi  
500 Elm Avenue  
Woodbury Heights, NJ 08097

RE: Alliance to Prevent Alcoholism and Drug Abuse

Dear Ms. Pizzi,

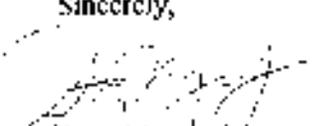
Enclosed please find one (1) agreement between the Borough of Woodbury Heights and the County of Gloucester for the above mentioned program. The agreement provides that funds issued by the County shall not exceed the amount of \$10,097.00 for said program. Please sign and return the agreement to the Gloucester County Purchasing Dept., Attn: Mr. Peter Mercanti, PO Box 337, Woodbury, NJ 08096.

Please follow the steps listed below in order to expedite this agreement:

- Affix your signature in blue ink and have same attested to
- Please do not date the Agreement

Upon execution by the County, a copy will be returned to you for your files.  
Thank you for your cooperation in this matter.

Sincerely,

  
Peter Mercanti,  
Purchasing Director

BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLD DIRECTOR  
Robert M. Damminger



DEPARTMENT OF  
PURCHASING

DIRECTOR  
Peter M. Mercanti

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.855.3470  
Fax: 856.251.6777

[contracts@co.gloucester.nj.us](mailto:contracts@co.gloucester.nj.us)

[www.gloucestercounty.nj.gov](http://www.gloucestercounty.nj.gov)

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 15-05516

Pg 1

**SHIP TO**

GLouc. CO DISABILITY SERVICES  
115 BUDD BLVD.  
WEST DEPTFORD, NJ 08096  
856 384 6842

**VENDOR**

WOODBURY HEIGHTS, BORO  
500 ELM AVENUE  
WOODBURY HEIGHTS, NJ 08097

VENDOR #: WOODB011

ORDER DATE: 07/01/15  
REQUISITION NO: R5-05744  
DELIVERY DATE:  
STATE CONTRACT:  
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE FIFTH OF AGREEMENT WITH THE BOROUGH OF WOODBURY HEIGHTS FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/15 AND ENDING 6/30/16.	G 02 15-385-331-20299 Other outside services	10,097.0000	10,097.00
			TOTAL	10,097.00

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of the claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

*[Signature]* 7/1/15  
VENDOR SIGN HERE DATE  
216001371

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; and certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**

*[Signature]*  
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT**

**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 the **Borough of Woodbury Heights** 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 July 1, 2015 to June 30, 2016 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 \$10,097.00.

**THIS AGREEMENT** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

**ATTEST:**

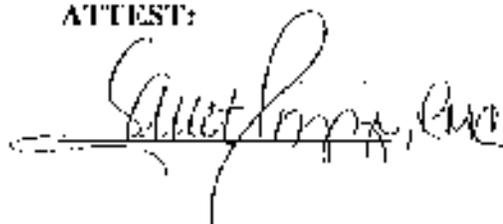
**COUNTY OF GLOUCESTER**

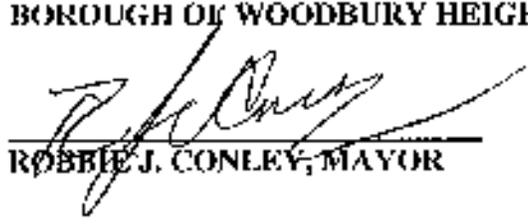
\_\_\_\_\_  
**ANDREA LOMBARDI,**  
**PRINCIPAL CLERK**

\_\_\_\_\_  
**PETE MERCANTI, PURCHASING**  
**DIRECTOR**

**ATTEST:**

**BOROUGH OF WOODBURY HEIGHTS**

  
\_\_\_\_\_  
**ANDREA LOMBARDI,**  
**PRINCIPAL CLERK**

  
\_\_\_\_\_  
**ROBBIE J. CONLEY, MAYOR**

## 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. 26:2E3B-1 bet 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 2015 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 D

### 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. Monies 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 approved 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, 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 OMB Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE(s) receiving less than \$25,000 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(s) 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 than:

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 be 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: October 15, 2015 (1st quarter), January 15<sup>th</sup> 2016, (2nd quarter), April 15, 2016 (3<sup>rd</sup> quarter),

and July 15, 2016 (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.*

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 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative of 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 from 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 statutes 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 statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors 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 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 Harmless"** - 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.