

**RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK ACCEPTING FUNDS FROM THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE
FISCAL GRANT CYCLE JULY 2015-JUNE 2016**

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, The Township Council of the Township of North Brunswick, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

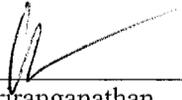
WHEREAS, the Township Council has applied and accepts funds from the Governor's Council on Alcoholism and Drug Abuse through the County of Middlesex;

Now Therefore be it Resolved, by the Township Council of the Township of North Brunswick, County of Middlesex, State of New Jersey hereby recognizes the following:

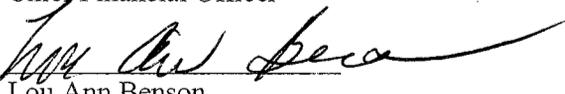
1. The Township Council does hereby authorizes acceptance of funds for the North Brunswick Municipal Alliance grant for fiscal year July 2015-June 2016 in the amount of:

TOTAL DEDR	\$41,482.00
Cash Match	\$ 10,370.50
In-Kind	\$31,111.50

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.



Kala Sriranganathan
Chief Financial Officer



Lou Ann Benson
Director of Parks, Recreation, and Community Services

Robert Lombard
Business Administrator

Ronald Gordon
Township Attorney

Ronald G. Rios
Freeholder Director

Carol Bellante
Deputy Director

Kenneth Armwood
Charles Kenny
H. James Polos
Charles E. Tomaro
Blanquita B. Valenti
Freeholders



Blanquita B. Valenti
Chairperson, Community
Services Committee

John A. Pulomena
County Administrator

Gerry Mackenzie
Department Head

Melyssa Lewis
Director

**COUNTY OF MIDDLESEX
DEPARTMENT OF COMMUNITY SERVICES**

Office of Human Services

MEMORANDUM

TO: Municipal Alliance Coordinator

FROM: Anne Lori Dillon, Division Director
Roulla Castanos-Beaton, County Alliance Coordinator

RE: **MUNICIPAL ALLIANCE CONTRACTS – FY2016**

DATE: July 2, 2015

Enclosed please find an original and two (2) copies of your FY2016 Municipal Alliance Agreement.

Please sign, seal and attest **ALL THREE (3) COPIES** of your Alliance Agreement. The County will not execute the Agreement unless ***the original and TWO (2) copies are signed, sealed and attested.***

These documents must be returned to the Middlesex County Division of Addictions and Mental Health Planning along ~~with a resolution from your community accepting the funds no later than August 10, 2015~~. If we do not receive them on or before this date, your Agreement will be delayed, thereby delaying your Alliance funding.

Please keep in mind the importance of spending your Municipal Alliance funding allocation. As you are aware, Middlesex County does not receive any carry over funds, therefore unexpended funds can't be utilized for services in the upcoming year. Per contract agreement and GCADA Guidelines, activity should be reported on a quarterly basis. The Middlesex County Fiscal Division, CASS and Municipal Alliance Coordinator will track local Alliance spending. ~~After Third Quarter, expenditures will be reviewed and recommendations will be made to reallocate funding.~~

We look forward to working with you and your Alliance to continue to deliver successful substance abuse prevention programs in your community. If you have any questions on the above, please do not hesitate to contact us at 732.745.4065.

As always, thank you for your assistance in this matter.

cc: Blanquita B. Valenti, Freeholder
Melyssa Lewis, Office Director
Jennifer Grzankowski, Fiscal Director
Francis Womack III, Mayor

Middlesex County... "The Greatest County in the Land"

75 Bayard Street New Brunswick, NJ 08901
732-745-4186 • FAX: 732-296-7971 • www.co.middlesex.nj.us

THIS AGREEMENT, made this day of , 2015,

between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New Jersey, having its principal office at One J.F.K. Square, in the City of New Brunswick, County of Middlesex, State of New Jersey, hereinafter called the "County" and the Township of North Brunswick, a municipal corporation of the State of New Jersey, having its principal offices at 710 Hermann Road, North Brunswick, County of Middlesex, State of New Jersey.

WITNESSETH:

WHEREAS, the County has received a grant from the State of New Jersey – Governor's Council on Alcoholism and Drug Abuse, and has established a trust account in the amount of \$750,101 to be used for alcoholism and drug abuse prevention and education services to Middlesex County residents; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(2), any contract or agreement may be made with, inter alia, any Township of North Brunswick without public advertisements for bids; and

WHEREAS, it is in the best interest of the County to contract for said services with the appropriate governmental agencies; and

WHEREAS, the County desires to provide the sum of \$41,482 from State funds, to Township of North Brunswick to be used for municipal alliance activities; and

WHEREAS, Township of North Brunswick must provide matching funds in the amount of \$41,482 cash and in-kind services to receive the aforementioned sum; and

WHEREAS, an agreement is necessary to set forth the terms and conditions under which the County will pay said monies.

NOW, THEREFORE, in consideration of the payment of said monies and the said services to be rendered, the parties hereto do mutually promise, covenant and agree as follows:

- (1) The County shall pay to the Township of North Brunswick the said sum of \$41,482 in quarterly installments and the County Treasurer shall be authorized to issue a draft in accordance with this paragraph, upon the approval and execution of this agreement. It being understood that said funds shall be utilized to foster and aid the program hereinafter enumerated. Said payments shall be made in accordance with the Uniform Claims Procedure of the County of Middlesex.

- (2) Township of North Brunswick does further agree to provide the program services in accordance with the approved Alliance Plan accepted by the Local Advisory Committee on Alcoholism and Drug Abuse County Alliance Steering Subcommittee and adopted by the Board of Chosen Freeholders.
- (3) Township of North Brunswick does further agree to make the program expenditure in accordance with the budget section of the aforementioned approval plan. Any modifications to said budget must receive prior written approval from the Office of the County Alliance Coordinator.
- (4) Township of North Brunswick does further agree to submit a final billing statement, showing in detail the total of funds received and disbursed during the contract period. Said statement to be submitted prior to the disbursement of the final payment.
- (5) Township of North Brunswick agrees to arrange for an annual audit of its fiscal transaction and fund balances, to be conducted by an independent certified public accountant firm. The cost of the said audit shall be paid by Township of North Brunswick, and a certified copy of the same shall be forwarded to the Board of Chosen Freeholders. Said audit should be submitted no later than ninety (90) days following the end of the contract period.
- (6) Any equipment purchased with the funds provided by this contract, with a value of \$500 or more, shall revert to the County in the event Township of North Brunswick ceases to provide the services outlined in the approved plan. Property acquired through this grant shall be considered to have a useful life of ten (10) years.
- (7) Township of North Brunswick also agrees to contribute a portion of its Alliance Funding, for the purpose of supporting Alliance related training/education programs to be conducted during the course of the period year indicated.
- (8) Township of North Brunswick agrees to permit an authorized County representative to visit its facilities and operations for fiscal and service evaluation purposes.
- (9) Township of North Brunswick agrees to establish, in cooperation with the County, an acceptable fiscal and programmatic monitoring system for the utilization of alliance funds. This system will entail the submission of a completed GCADA quarterly report according to a prescribed schedule. Failure to submit said report on a timely basis to the County Alliance Coordinator will void the terms and conditions of this agreement, and subject the vendor to possible de-funding.

- (10) Township of North Brunswick agrees to participate in any State and/or County management information system that may be implemented.
- (11) Township of North Brunswick agrees to provide the said social services without regard to the race, religion, color, gender, age, disability, sexual orientation, national origin of the applicant or recipient of services.
- (12) Title II of the Americans with Disabilities Act (ADA) requires that all programs, services and activities, which are contracted out by a governmental entity, must be accessible to a person with disabilities. The Township of North Brunswick will comply with the provisions of Title II of the ADA. The Township of North Brunswick will submit a written plan to the County, which describes the method in which County funded programs, activities or services will be provided to a disabled individual as defined in the Act. Said plan must be submitted prior to the execution of this contract. The Township further ensures that it will not discriminate against disabled persons in any aspect of employment, inclusive of the application process, hiring, training, advancement and wages, benefits or employer sponsored social activities.
- (13) By executing this contract, Township of North Brunswick certifies that it will neither utilize any portion of the contract funds or technology to support or promote violence, terrorist activities or related training of any kind, either directly or indirectly, including support of other organizations or persons engaged in such activities.
- (14) The Township of North Brunswick agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Furthermore, the agency agrees to initiate HIPAA Business Associate Agreements (BAAs) with the County regarding certain protected health information, if deemed necessary under the provisions of overall service agreement.
- (15) Township of North Brunswick shall conform to all regulations and requirements with regard to Affirmative Action as evidenced by the New Jersey Certificate of Employee Report.
- (16) The obligations of the County are subject to the appropriation and the availability of sufficient funds.
- (17) Alliance funding is for a period of one (1) year. Future alliance funding will be based on positive recommendations by the County's Alliance Steering Subcommittee and the Governor's Council, after review of program goals, objectives, activities and reporting requirements.

- (18) Township of North Brunswick shall defend, indemnify and otherwise save harmless the County of Middlesex, its agencies, departments, bureaus, board officials and employees from any and all claims or actions at law whether for personal injury, property damage or liabilities, including the cost of defense (a) which arise from acts or omissions, whether negligent or not, of Township of North Brunswick, or its officials, agents, employees, servants, subcontractors, materials suppliers or others working for Township of North Brunswick, or (b) which arise from any failure to perform the Township of North Brunswick's obligations under this contract or improper performance.
- (19) This agreement shall be for the period of July 1, 2015 through June 30, 2016.
- (20) Failure to comply with the above conditions, terms and obligations, as well as terms in the current GCADA Letter of Agreement, GCADA Municipal Alliance Program Guidelines and Middlesex County Municipal Alliance Requirements shall be considered a material breach of this contract and may result in termination of said contract and reduction of future funding.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested by their proper corporate officers and affixed with their corporate seals on the day set forth above.

ATTEST:

COUNTY OF MIDDLESEX:

Clerk of the Board
Board of Chosen Freeholders

Ronald G. Rios, Director
Board of Chosen Freeholders

ATTEST:

TOWNSHIP OF NORTH BRUNSWICK:
