

**INTERLOCAL SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
BOROUGH OF MERCHANTVILLE**

This document constitutes an Interlocal Services Agreement pursuant to N.J.S.A.

40:8A-1 et seq. Entered into between the County of Camden, a body politic and corporate of the State of New Jersey with the offices located at the 14th Floor, 520 Market Street, Camden, New Jersey 08102, hereinafter referred to as GRANTEE and the Borough of Merchantville, a body politic and corporate of the State of New Jersey with offices located at 1 W. Maple Avenue, Merchantville, NJ 08109 hereinafter referred to as SUB-GRANTEE :

THIS AGREEMENT, made and entered into this day of , 2008.

WITNESSETH :

WHEREAS, the GRANTEE and the SUB-GRANTEE are desirous of entering into an agreement to provide the SUB-GRANTEE funds provided by the Governor's Council on Alcoholism and Drug Abuse and authorized by resolution of the Board of Chosen Freeholders of the County of Camden on FEBRUARY 21, 2008. ; and

WHEREAS, pursuant to said program, the SUB-GRANTEE, with funds received from the GRANTEE, shall provide a comprehensive and coordinated effort to establish prevention and early intervention programs to fight alcoholism and drug abuse as detailed herein.

Now therefore,

In consideration of the mutual promises set forth herein the GRANTEE and the SUB-GRANTEE agrees as follows :

1. TERM

This agreement shall commence January 1, 2008 and end December 31, 2008. It is specifically understood between the GRANTEE and the SUB-GRANTEE that the Governor's Council on Alcoholism and Drug Abuse as outlined in the fiscal requirements for said funds, "requires that all funds awarded through this letter agreement will be expended during the agreement period. Monies carried forwarded must have the written permission of the Executive Director of the Council. "

2. SCOPE OF SERVICES

The SUB-GRANTEE shall perform all services set forth in the scope of services attached hereto as Exhibit A and hereby incorporated into this agreement by reference. The SUB-GRANTEE agrees to provide all services in compliance with all applicable federal, state and local statutes, rules and regulations.

3. FUNDING OF AGREEMENT

(a) The GRANTEE shall provide to the SUB-GRANTEE funds designated to the SUB-GRANTEE as follows :

Borough of Merchantville \$ 7,713

The SUB-GRANTEE may only use these funds for the purpose of conducting the activities or providing the materials as set forth in Exhibit "A", the Scope of Services of this agreement

(b) The GRANTEE shall provide said funding to the SUB-GRANTEE in four installments representing four (4) quarterly payments, provided all required expenditure reports and County Vouchers are submitted in a timely manner.

(c) The GRANTEE and the SUB-GRANTEE specifically understand and agree that both the GRANTEE and the SUB-GRANTEE are bound by all rules and regulations promulgated by the Governor's Council on Alcoholism and Drug Abuse, specifically attachments A, which is hereby made a part of this agreement. Attachment A outlines programmatic requirements, fiscal requirements, "other compliance requirements" and "general conditions", for municipal alliance grants. The GRANTEE and the SUB-GRANTEE recognizes that N.J.A.C. 17:4-1 et seq requires the SUB-GRANTEE to produce a 100% match of grant funds. The State of New Jersey Governor's Council on Alcoholism and Drug Abuse requires the SUB-GRANTEE to provide the 100% match funds as follows : **A minimum 25% cash match, the remaining 75% in kind match for the period of this agreement.**

4. TERMINATION OF AGREEMENT

- (a) This Agreement may be terminated in whole or in part by the GRANTEE for any reason upon thirty (30) days written notice to the SUB-GRANTEE ;
- (b) Upon receipt of the Notice of Termination, the SUB-GRANTEE shall promptly discontinue all services affected unless otherwise directed by the GRANTEE. The GRANTEE shall not be liable for funding any services continued by the SUB-GRANTEE after the effective date of the termination of this agreement.

5. COMPLIANCE WITH THE LOCAL PUBLIC CONTRACT LAW

The SUB-GRANTEE shall comply with the Local Public Contract Law with respect to the award of any Contract for the performance of services or the purchase of any goods to be provided under this agreement.

6. REPORTING REQUIREMENTS / AUDIT

The SUB-GRANTEE shall comply with and submit all reports and audits as outlined in Attachment A to this agreement which are hereby incorporated into this agreement,

Pursuant to the Single Audit Act of 1984 the SUB-GRANTEE agrees to permit the GRANTEE and/or its agents to examine any and all records relevant to this agreement and shall make the same available upon demand at a reasonable time and place for the purposes of auditing the records, reports and documents to this agreement.

7. RIGHT TO INSPECT

The SUB-GRANTEE shall permit the GRANTEE or its authorized representative to make visits to the site or sites where specified services are being provided for the purposes of assuring the SUB-GRANTEE compliance with the terms of the Agreement.

8. INDEMNIFICATION

The SUB-GRANTEE shall defend, indemnify and hold harmless the State of New Jersey, the Governor's Council on Alcoholism and Drug Abuse and the GRANTEE, their officers, agents and/or employees from any and all suits and actions 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 or omissions of the SUB-GRANTEE, its officers and/or its employees under this agreement.

9. INSURANCE

The SUB-GRANTEE shall provide and maintain during the term of the agreement adequate insurance coverage for the services to be performed pursuant to this agreement. Said insurance coverage shall include, but not limited to, general liability and workers compensation insurance.

10. NOTICE

All notice hereunder shall be in writing and mailed postage paid, certified mail, return receipt requested to the Office of County Counsel, 14th Floor, Courthouse, 520 Market Street, Camden, NJ 08102.

11. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement :

A. CONSTRUCTION OF THIS AGREEMENT

The parties acknowledge that this agreement was prepared under New Jersey Law and shall therefore be interpreted under the Laws of the State of New Jersey.

B. AMENDMENTS

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

C. HEADINGS

This section and any other headings contained in this agreement are for reference only and shall not affect the meanings or interpretation of this contract.

D. INVALID CLAUSE

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

E. ENTIRE AGREEMENT

This agreement together with all attachments shall consist of the entire agreement of the parties and it is acknowledged that there are no other outstanding agreements regarding to this undertaking.

F. ASSIGNABILITY

This agreement and all rights, duties and obligations herein may not be assigned by the SUB-GRANTEE.

G. NON-DISCRIMINATION

The parties to this Agreement agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and 10:5-40, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and binding upon them.

H. FUNDING

In accordance with the provision of N.J.S.A. 40 A:1-1-15 this contract is subject to the availability and appropriation of sufficient funds in the year in which it is in effect and the receipts of said funds from the State of New Jersey.

I. INTERPRETATION OF DOCUMENTS CONSTITUTED IN THIS AGREEMENT

If the language of this agreement is ambiguous with the language outlined in attachment A of this agreement the language contained in attachment A of this agreement shall prevail.

**IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly
executed on this day and year mentioned on the first of this agreement.**

ATTEST :

COUNTY OF CAMDEN

Clerk of the Board

**Ross G. Angilella,
COUNTY ADMINISTRATOR**

ATTEST :

**Borough Clerk
Borough of Merchantville**

**Steven Volkert , Mayor
Borough of Merchantville**

EXHIBIT A

Borough of Merchantville

2008 DEDR: \$ 7,713 Cash Match \$ 3,275 In-kind \$ 9,825

1. Substance Awareness Coordinator - Will coordinate Red Ribbon Week, will facilitate fall and Spring Rainbows support group, and will coordinate substance awareness assemblies, parent workshops and teacher in-service on substance abuse -

Risk Factor: Availability of ATOD

CSAP Strategy: Education

Funding: DEDR \$ 4,000 Cash Match \$ 0 In-kind \$ 1,300

2. D.A.R.E. Program - (4) visitation sessions for grades pre-kindergarten to eighth grade during the school year. Continue (17) week program targeting 5th grade -

Risk Factor: Availability of ATOD

CSAP Strategy: Prevention Education

Funding: DEDR \$ 3,500 Cash Match \$ 1,700 In-kind \$ 1,400

3. D.A.R.E. Parent Program -Twelve hour program targeting parents who have students in Drug Abuse Resistance Education -

Risk Factor: Availability of ATOD

CSAP Strategy: Education

Funding: DEDR \$ 500 Cash Match \$ 400 In-kind \$ 600

4. Health Fair- SAC and Alliance Members will coordinate and schedule a Health fair to inform and educate the community on health issues including ATOD.

Risk Factor: Health Programs

CSAP Strategy: Education

Funding: DEDR \$ 0 Cash Match \$ 300 In-kind \$ 2,600

5. Peer Mediation Program- SAC will train students and will coordinate all mediation throughout the year.

Risk Factor: School Transitions

CSAP Strategy: Alternatives

Funding: DEDR \$ 0 Cash Match \$ 275 In-kind \$ 1,825

6. Red Ribbon Week- SAC will coordinate: Assembly, Poster Contest, Writing Contest, Awareness Activities, and N.A. Speaker

Risk Factor: Availability of ATOD

CSAP Strategy: Alternatives

Funding: DEDR \$ 0 Cash Match \$ 0 In-kind \$ 0

7. Speaker on ATOD- SAC will coordinate and schedule a speaker for the senior lunch. The speaker will discuss over the counter drug use and also ATOD.

Risk Factor: Favorable Attitude Toward Drug Use

CSAP Strategy: Education

Funding: DEDR \$ 0 Cash Match \$ 0 In-kind \$ 0

8. Big Brother/Big Sister- SAC will coordinate and schedule High School Students to mentor younger students weekly.

Risk Factor: Early First Use

CSAP Strategy: Alternatives

Funding: DEDR \$ 0 Cash Match \$ 0 In-kind \$1,300

9. Drug Awareness- Incorporate “making Smart Decisions about Drugs” with health curriculum.

Risk Factor: Early First Use

CSAP Strategy: Education

Funding: DEDR \$ 0 Cash Match \$0 In-kind \$ 0

10. Foster Grandfather Program-SAC will coordinate and schedule all Foster grandparents in the classroom, cafeteria, and library and on the playground.

Risk Factor: Early First Use

CSAP Strategy: Alternatives

Funding: DEDR \$ 0 Cash Match \$ 300 In-kind \$ 400

11. Teacher Mentoring Program-SAC will train, coordinate, and schedule teacher mentors who meet with students on a one to one basis for an extended period of time.

Risk Factor: Early First Use

CSAP Strategy: Alternatives

Funding: DEDR \$ 0 Cash Match \$ 0 In-kind \$ 0