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Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 09/04/12 07:00 PM

2012 RESOLUTION GRANT AGREEMENTS

MUNICIPAL ALLIANCE GRANT ALCOHOLISM AND DRUG ABUSE

WHEREAS, the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey recognize that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and

WHEREAS, the Mayor and Council further recognize 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 Mayor and Council have applied for funding from the Governor's Council on Alcoholism and Drug Abuse through the County of Essex.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby recognize the following:

1. The Mayor and Council does hereby authorize submission of an application for the Bloomfield Municipal Alliance grant from the Governor's Council on Alcoholism and Drug Abuse for the calendar year 2013 in the amount of \$36,000.00.
2. The Mayor and Council acknowledge the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

* * * * *

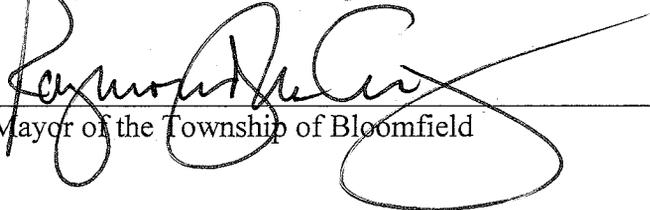
APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH

Director of Law - Township Attorney

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on September 04, 2012.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 2032		Yes/Aye	No/Nay	Abstain	Absent
<input type="checkbox"/> Adopted	Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Withdrawn	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved by Consensus	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Not Discussed					
<input type="checkbox"/> Tabled with No Vote					
<input type="checkbox"/> Discussed					
<input type="checkbox"/> Veto by Mayor					

INSTRUCTIONS FOR THE **THREE** CONTRACTS FOR YOUR

MUNICIPAL ALLIANCE

Original Signatures and/or *Notarization* needed on *all three* sets of documents.

Directions for appropriate pages are as follows -

Please have **Three** sets of contracts fully completed and return to, Essex County's Office of Community Health Services, 50 South Clinton Street, Suite 4300 East Orange, New Jersey 07018 on or before **Friday February 15, 2013, along with your town's proof of insurance, as mandated in contract page 2, part 6, INSURANCE: INDEMNIFICATION **if your town is self-insured, a letter stating so on town letter head from authorized personnel is needed**.**

~~Page 4~~ Page 4 – Lower Right Subgrantee (Mayor/Township Manager). Lower Left (*Witness*), dates on both.

Page 6 – Appendix A, Lower Right, Mayor/Township Manager, Alliance Chairperson and both dated.

Page 7 – Appendix B, Affidavit, signature of Applicant (Mayor/Township Manager), their title. Lower Left Notarization.

Page 8 – Appendix C, Affirmative Action Affidavit, 51 employees or more or page 9, 50 employees or less. Completed in full, Proposer Signature (Mayor/Township Manager). Lower Left Notarization.

Page 10 – Appendix D, Proposer (your town), signature (Mayor/Township Manager) and print name of signatory.

Page 11 – Appendix E, name of contractor (your town), signatures needed on **RIGHT side** of page: **Mayor/Township Manager; Financial Officer and Municipal Alliance Chairperson / Coordinator, NEED ALL THREE (3) signatures.**

If you have any questions, please contact John Christadore at (973) 395-8454 /email www.johnchristadore@yahoo.com

CONTRACT

AGREEMENT entered into by and between the County of Essex, a body politic and corporate of the State of New Jersey through the Office of Alcoholism, Drug Abuse and Addiction Services, (hereinafter referred to as the "County") and the Township of Bloomfield Municipal Alliance, herein referred to as the "Subgrantee"

WHEREAS, the County has received grant funding from the Governor's Council on Alcoholism and Drug Abuse to provide Alcoholism/Drug Services; and

WHEREAS, the County proposes to contract with Subgrantee to provide said services for prevention, education and intervention for preschoolers through senior citizens.

WHEREAS, in response to the County's Request For Application dated July 2, 2012.

WHEREAS, the Subgrantee has submitted to the County its Application dated August 17, 2012 for the performance of such services (hereinafter referred to as the "Application"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with said R.F.A., the Subgrantee's Application, and the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse Guidelines (Attachments A, B, C and D) for the performance of such services;

WHEREAS, the Subgrantee has agreed that funds for services provided under this grant will not be used for any other purpose other than those listed in this contract.

NOW, therefore, it is agreed as follows:

1. TERM

This agreement shall begin on January 1, 2013 and shall terminate on December 31, 2013.

2. SERVICE TO BE PERFORMED BY SUBGRANTEE

Prevention, education and intervention of alcohol/drug abuse for citizens in the entire community from preschoolers through senior citizens in accordance with the approved R.F.A.

3. COMPENSATION

The County agrees to reimburse the Subgrantee for its services, in the amount of \$ 36,000 in accordance with the fee schedule set forth in its Application and approved program activities. Subgrantee shall submit quarterly reports, which shall serve as the basis of reimbursement and shall comply with the County's standard billing and payment procedures.

4. COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS

- A. Subgrantee shall comply with all applicable government codes and regulations (such as electrical, building, plumbing, fire, fire prevention, health and environmental codes).
- B. Subgrantee shall provide any assistance as requested by the County in relation to any appearances before any municipal or other forum.

5. TIME FOR PERFORMANCE OF SERVICES

Subgrantee shall proceed with due diligence and shall complete such work within the time required by the R.F.A., County of Essex program requirements and the Governor's Council on Alcoholism and Drug Abuse requirements.

6. INSURANCE: INDEMNIFICATION

Subgrantee shall maintain comprehensive general liability insurance of at least \$1,000,000.00 per occurrence naming the County as an additional insured in any such policy of insurance therefore, and shall provide the County with a Certificate of Insurance as evidence of said policy upon execution of this Agreement. Subgrantee shall ensure that the County always has a current Certificate of Insurance throughout the term of this agreement.

Subgrantee hereby indemnifies and holds the County harmless from all liability claims arising out of the acts or omissions of its agents, servants, employees and/or subcontractors, including the cost of defense and/or attorney's fees.

7. AFFIRMATIVE ACTION

The parties to this Agreement agree that incorporated herein is the mandatory language of N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c127, 25 as amended and supplemented from time to time, and the Subgrantee agrees to comply fully with the terms, provisions and obligations of said N.J.A.C. 17:27-3.4 (a) and N.J.A.C. 17:27-5.3 provided that N.J.A.C. 17:27-3.4. (a) shall be applied subject to the terms of N.J.A.C. 17:27-3.4 (d).

8. NON-DISCRIMINATION

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

9. EFFECTIVE DATE

This Agreement shall not be effective and binding upon the parties unless and until it is executed by the Essex County Executive and approved by the Essex County Board of Chosen Freeholders by resolution.

10. GOVERNING LAW

This Agreement shall be construed, governed by and interpreted in accordance with the laws of the State of New Jersey.

11. SUBCONTRACTING

Subgrantee represents that it has not secured the services of any other consultant or associate as subcontractor. In the event Subgrantee seeks to subcontract any part of the services specified herein above, then before such subcontractor is approved, the County shall have the absolute right to review the qualifications of any subcontractor, and if any such subcontractor, in the sole and absolute discretion of the County, is unsatisfactory to the County, then in that event, the County may disaffirm and cancel this Agreement by so notifying the Subgrantee in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County. The qualifications of any such subcontractor shall be presented to the County in accordance with the County's Standard Operating Practice and Procedures. Approval of such subcontracting by the County shall not relieve Subgrantee of its responsibility to perform all aspects of the Project covered by this Agreement. Upon approval, any such subcontractor shall be retained and secured by the Subgrantee at the expense of the Subgrantee.

Subgrantee further represents that it and any subcontractor hereunder have obtained all necessary approval to conduct business in the State of New Jersey. To the extent that this representation is inaccurate or cannot be corrected within a reasonable time, the County shall have the absolute right, in its discretion, to disaffirm and cancel this Agreement, which shall be null and void upon the County so disaffirming in writing.

12. INCORPORATION

The following documents are attached hereto and made a part hereof:

- A. Appendix A - Grant Award Conditions
- B. Appendix B - Affidavit
- C. Appendix C - Affirmative Action Affidavit
- D. Appendix D - Statement of Political Contributions

E. Appendix E - Recommendation for Approval

F. Appendix F - Attachments A, B, C and D of Governor's Council Guidelines

To the extent, if any, that there is a conflict between the provisions in the Appendices and those in this Agreement, those provisions, which grant the County the broadest rights and provides it with the most protection shall control and govern the relationship between the parties. Without limiting the generality of the foregoing, the provisions in the Appendices shall be construed, where appropriate, as supplementary of and complimentary to all other provisions in this Agreement and the Appendices hereto shall be cumulative and recourse to one shall not bar the County from relying on any other right or remedy hereunder. References in Appendices to the "Contractor", "Engineer" or similar designations shall be deemed to be Subgrantee herein. The Subgrantee shall submit, on or before the effective date of this Agreement, fully completed Appendices. To the extent that the information disclosed in the Appendices reveals a disability on the part of the Subgrantee which would constitute a ground upon which the County could have rejected the Application, or contains material and/or inaccurate statements regarding the Subgrantee's qualifications, then the County shall have the absolute right to disaffirm and cancel this Agreement, in writing, in which case this Agreement shall be null and void and of no effect as if never executed by the County.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the dates set forth below:

ATTEST:

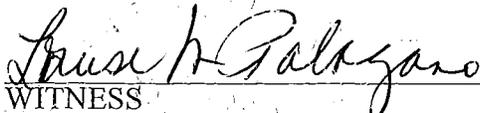
THE COUNTY OF ESSEX

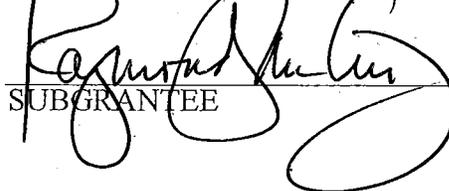
CLERK
ESSEX COUNTY BOARD OF
CHOSEN FREEHOLDERS

ESSEX COUNTY EXECUTIVE

DATE: _____

DATE: _____


WITNESS


SUBGRANTEE

DATE: 1/29/13

This Agreement was approved on _____
by Resolution No. _____ of the Essex County
Board of Chosen Freeholders.

ESSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM:

COUNTY COUNSEL

Appendix A

**GRANT AWARD
MUNICIPAL ALLIANCE**

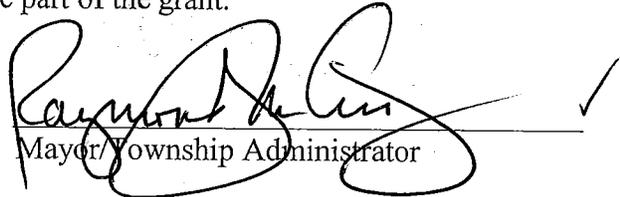
The Grant Award is subject to the following conditions:

1. The program assures that funds provided through this subgrant will not duplicate payment from any other sources.
2. Grantee must attend all Essex County Municipal Alliance meetings.
3. Grant period runs from January 1, 2013 through December 31, 2013.
4. Grantee must submit financial and programmatic reports every three (3) months before any payments are received. Reports must be submitted even if there have not been any activities during the quarter.
5. The County may conduct programmatic and fiscal monitoring without advanced notification.
6. Failure to submit quarterly reports on a timely basis may result in significant delays in reimbursement or denial of reimbursement.
7. If the award request is different from the award received, a new budget must be submitted.
8. If programs proposed in the approved Request For Application (RFA) are changed, amended or revised, a programmatic revision/modification request form must be submitted to the Essex County Office of Alcoholism, Drug Abuse and Addiction Services and approved in writing prior to the new program being implemented.

The above terms are acceptable and we are willing to comply with them as set forth:

By our signatures, these conditions are made part of the grant.

Date: _____

 ✓

Mayor/Township Administrator

Date: _____

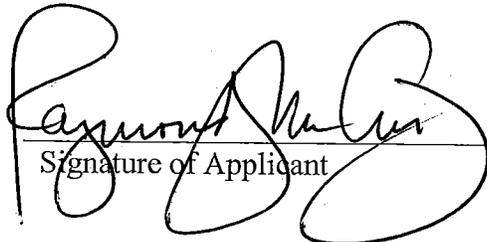
Municipal Alliance Chairperson

Appendix B

AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF ESSEX

The undersigned hereby certifies to the truth and accuracy of all statements, answers and data contained in this Application and application, and hereby authorizes the County of Essex to make any necessary examination or inquiry in order to make a determination as to his qualifications and responsibility. The undersigned has examined all parts of the Request For Application and understands that it is completely discretionary with the County officials whether to accept, reject or negotiate its Application submitted pursuant thereto.

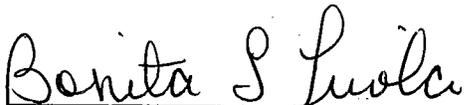


Signature of Applicant

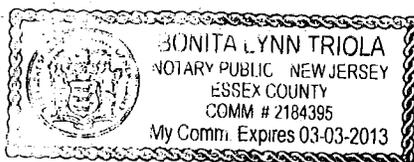
Mayor

Title

Sworn To Before Me This
29 Day of
January, 2013.



Notary Public or Commissioner of Deeds



Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF ESSEX

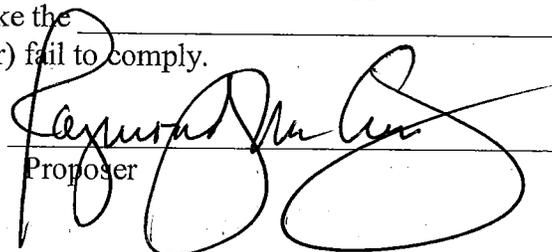
51 employees or more

I, _____, of full age, being duly sworn according to law, upon my oath, depose and say:

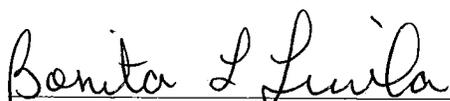
1. I am the employee and/or officer of the handling of the _____ (Proposer) in charge of the handling of this bid and/or grant and am fully familiar with the operations of _____ (Proposer) and also with the provisions of the New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.

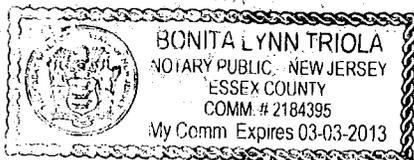
2. The _____ (Proposer) is in compliance with the provisions of the aforementioned P.L. 1975, Chapter 127, and the rules and regulations formulated pursuant to it relating to the filing of affirmative action programs with the New Jersey State Treasurer.

3. The _____ (Proposer) is aware that any failure to comply with P.L. 1975, Chapter 127, approved June 23, 1975, shall be a breach of grant and will make the _____ (Proposer) fail to comply.


Proposer

Sworn and subscribed to before me this
29 day of January, 2013.


Notary Public



Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY... 50 employees or less
SS:
COUNTY OF ESSEX

I, _____, of the (City, Township, Borough) of _____, in the County of Essex, State of New Jersey, of full age, being duly sworn according to law on my oath, depose and say that:

- 1. I am (president, partner, owner) of the firm of a bidder making a Application upon the above-named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, Chapter 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. _____ as complies with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, Chapter 127 and of the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if _____ does not comply with P.L. 1975 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Essex until an affirmative action plan is approved.

I am also aware that the grant may be terminated and the _____ (Proposer) may be debarred from all public contracts or grants, for a period of five (5) years.

Proposer

Subscribed and sworn to before me, this _____ day of _____, 2013.

Notary Public

Appendix D

**STATEMENT OF CERTAIN POLITICAL CONTRIBUTIONS
MADE AFTER NEGOTIATED CONTRACTS**

(This statement is part of the Application packet)

Ordinance Number 0-86-0007 adopted by the Board of Chosen Freeholders of the County of Essex requires that all Applications for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex, shall contain a statement setting forth each political contribution by them of \$500.00, or made within five years next preceding the date of said contract or commencing _____, whichever period is less, either directly or indirectly to any County elected official, County political party and/or County official or political organization.

Name of County Elected Official, County Political Party and/or County Official or Political Organization to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof. If none, write "none".

NAME

AMOUNT

Proposer

By

Signature

Print or Type Name of Signatory:

Blossomfield
[Handwritten Signature]

Appendix E

RECOMMENDATION FOR APPROVAL

Pursuant to the Application evaluation process as outlined in this RFA, the following recommendations are made for appropriate final County approval:

County of Essex

Name of Contractor

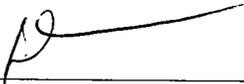
By: _____
Joseph N. DiVincenzo, Jr.
County Executive

By: 

Mayor or Township Manager

Approved:

By: _____
Lynda Arnold
Single County Alcoholism Authority

By: 

Financial Officer

Recommended:

By: _____
Chairperson
Essex County LACADA

By: _____
Municipal Alliance
Chairperson/Coordinator

APPROVED AS TO FORM:

County Counsel

This Municipal Alliance Grant is approved by the Board of Chosen Freeholders by Resolution on

_____ 2013

Clerk, Essex County Board of Chosen Freeholders