

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 West Orange** 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 to senior citizens.

WHEREAS, in response to the County's Request for Application dated July 7, 2020.

WHEREAS, the Subgrantee has submitted to the County its Application dated August 7, 2020 for the performance of such services (hereinafter referred to as the "Strategic Plan"); and

WHEREAS, the parties propose hereby to enter into an agreement in accordance with said "Strategic Plan", 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 October 1, 2020 and shall terminate on June 30, 2021.

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 Strategic Plan.

3. COMPENSATION

The County agrees to reimburse the Subgrantee for its services, in the amount of **\$17,685.60** in accordance with the fee schedule set forth in its Strategic Plan 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 Strategic Plan, 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 Strategic Plan, 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

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF
CHOSEN FREEHOLDERS

Joseph N. DiVincenzo, Jr.
ESSEX COUNTY EXECUTIVE OR
REPRESENTATIVE

DATE: _____

DATE:

WITNESS

SUBGRANTEE

DATE: _____

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

Deborah Davis Ford, Clerk
ESSEX COUNTY BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
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 October 1, 2020 through June 30, 2021.
 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 Strategic Plan 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.
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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 Strategic Plan, 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 Strategic Plan and understands that it is completely discretionary with the County officials whether to accept, reject or negotiate its Strategic Plan submitted pursuant thereto.

Signature of Applicant

Title

Sworn to Before Me This
_____ Day of
_____ day of _____, 20_____

Notary Public or Commissioner of Deeds

Appendix C

AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY
SS:
COUNTY OF ESSEX

51 employees or more

I, Robert D. Parisi, 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 Township of West Orange (Proposer) in charge of the handling of this bid and/or grant and am fully familiar with the operations of Township of West Orange (Proposer) and also with the provisions of the New Jersey P.L. 1975, Chapter 127, approved June 23, 1975.
2. The Township of West Orange (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 Township of West Orange (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 Township of West Orange (Proposer) fail to comply.

Proposer

Sworn and subscribed to before me this
_____ day of _____, 20_____

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 Strategic Plan 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 _____, 20_____

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:

Appendix E

RECOMMENDATION FOR APPROVAL

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

County of Essex	Township of West Orange Name of Contractor
By: _____ Joseph N. DiVincenzo, Jr. County Executive or Representative	By: _____ Mayor or Township Manager

Approved:

By: _____ Eileen Fishman Single County Alcoholism Authority	By: _____ Township Financial Officer
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Recommended:

By: _____ Essex County LACADA Chairperson	By: _____ Municipal Alliance Chairperson
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By: _____ Essex County CASS Chairperson	By: _____ Municipal Alliance Coordinator
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APPROVED AS TO FORM:

Courtney M. Gaccione, ESQ.
County Counsel

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

_____ 2020

Deborah Davis Ford, Clerk
Essex County Board of Chosen Freeholders