

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

This document constitutes an SHARED 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 12th day of June, 2018.

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 May 17, 2018; 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 July 1, 2018 and end June 30, 2018. 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 \$ 7,966.61

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. AUDIT

The Contractor shall permit the County and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:

Type of Contractor	Audit Requirements
Non-Profits and Institutions of Higher Education	State Funds- N.J.O.M.B. Circular Letter 15-08 Federal Funds- OMB's Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards
State and Local Governments	State Funds- N.J.O.M.B. Circular Letter 15-08 Federal Funds OMB's Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards
For-Profit	County's requirement of access as detailed above.

Copies of the above-referenced circulars are available upon request from the
Camden County Chief Financial Officer.

All non-profits, institutions of higher education, and state and local government contractors shall, annually, forward a copy of their Single Audit Report to the Camden County Chief Financial Officer, 9th Floor – Court House, 520 Market Street, Camden, New Jersey 08102-1375. Failure to comply with this procedure will result in the withholding of payment pursuant to this contract.

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:11-15 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.

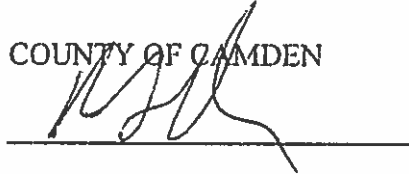
IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed on this day and year mentioned on the first of this agreement.

ATTEST :



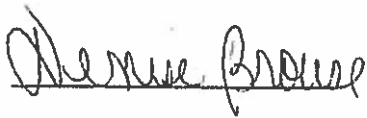
Karyn Gilmore, Clerk
Board of Chosen Freeholders

COUNTY OF CAMDEN



Ross G. Angilella,
County Administrator

ATTEST :



Dennis Brown
Borough Clerk
Borough of Merchantville



Edward Brennan, Mayor
Borough of Merchantville

EXHIBIT A

Merchantville

Drug Priority: illicit Drug Use

TOTALS: DEDR \$ 7,966,61

Cash Match \$ 1,991.65

In-Kind \$ 5,974.96

1. Alliance Coordination Janice Engelke

Program Funding: DEDR \$ 1,000

Cash match \$ 0

In-kind \$ 1,250

2. National Night Out

To prevent drug/alcohol use by educating school age kids before they become addicted. Benefits to "Say No to Drugs". Also, National Night Out is a community education night to educate the dangers of ATOD.

When/Where/How: NNO is the 1st Tuesday in August

CADCA Strategy/ies: Provide Information, Change Physical Design, Provide Support,

Program Funding: DEDR \$ 1,500

Cash match \$ 0

In-kind \$ 1,000

3. DARE/LEAD

To prevent drug/alcohol use by educating school age kids before they become addicted. Benefits to "Say No to Drugs".

When/Where/How: The Dare program will take place in the Spring. It is a 10-week program plus 2 weeks for bullying awareness education targeting 5th graders

CADCA Strategy/ies: Provide Information, Change Physical Design, Provide Support,

Program Funding: DEDR \$ 2,000

Cash match \$ 0

In-kind \$ 1,000

4. Summer Enrichment Program

When/Where/How: To provide instruction and support to at risk students who are struggling in school K-3rd grade.

CADCA Strategy/ies:

Program Funding: DEDR \$ 3,466.61

Cash match \$ 0

In-kind \$ 1,950.

5. Riversharks

To create a sense of community with families, police, school and the Riversharks organization in an effort to create a safe environment to have an open dialog about the dangers of drug use.

When/Where/How: This event will take place at the end of June

CADCA Strategy/ies: Provide Information, Change Physical Design, Provide Support,

Program Funding: DEDR \$ 0

Cash match \$ 1,991.65

In-kind \$ 774.96