

**RESOLUTION 2019 - 168**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING  
THE EXECUTION OF THE FY2020 MUNICIPAL ALLIANCE  
AGREEMENT**

**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.

**WHEREAS**, the Township Committee of Little Egg Harbor, County of Ocean, 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 Committee 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 Committee has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Ocean.

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Little Egg Harbor, County of Ocean, State of New Jersey hereby recognizes the following:

1. The Township Committee does hereby authorize submission of a strategic plan for the Eagleswood/Little Egg Harbor/Tuckerton Municipal Alliance grant for fiscal year July 1, 2019 through June 30, 2020 in the amount of:

DEDR	\$52,308.00
Cash Match	\$13,077.00
In-Kind	\$39,231.00

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

**CERTIFICATION**

**I, SUSAN M. FARRELL, RMC**, Deputy Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **8<sup>th</sup>** day of **August, 2019**.

  
**SUSAN M. FARRELL**, Deputy Township Clerk  
Little Egg Harbor Township

## MUNICIPAL ALLIANCE AGREEMENT

THIS AGREEMENT made this 1st day of **July 1, 2019** and to be effective through, **June 30, 2020**, by and between the OCEAN COUNTY BOARD OF HEALTH, Toms River, New Jersey hereinafter referred to as the BOARD and the **Township of Eagleswood** hereinafter referred to as MUNICIPALITY.

WHEREAS pursuant to a law enacted by the New Jersey Legislature known as the Alliance to Prevent Alcoholism and Drug Abuse, (Section 7a of P.L. 1989, Chapter 51) in which funds have been made available to counties to establish and maintain Municipal Alliance Committees and

WHEREAS it is the desire of the BOARD to establish and maintain Municipal Alliances; and

WHEREAS the MUNICIPALITY has shown prerequisite skills necessary to establish and maintain a Municipal Alliance Committee; and

WHEREAS the State of New Jersey, Governor's Council on Alcoholism and Drug Abuse has entered into a grant with the COUNTY OF OCEAN in which the monies for the P.L. 1989, Chapter 51 will be passed through the BOARD to the MUNICIPALITY; and

WHEREAS the BOARD and the MUNICIPALITY desire to enter into an agreement in which the principal terms and conditions will be the same as the terms and conditions set forth in the Municipal Alliance Grant which in its entirety is attached hereto and made a part hereof, and any approved changes to the approved grant shall be made part of this agreement

NOW THEREFORE, it is agreed that for the consideration hereafter set out, the MUNICIPALITY and the BOARD agree to the following terms and conditions:

1. The MUNICIPALITY will provide room and necessary assistance to the County Alliance Coordinator during programmatic and fiscal audits/evaluations. Said evaluations will be on the MUNICIPALITY site of service delivery on a bi-annual basis.

2. The terms of this agreement shall be from **July 1, 2019** through **June 30, 2020**, contingent upon full compliance to all Terms and Conditions herein and set forth through attachment A, B, C and D. Furthermore the MUNICIPALITY agrees that all funds awarded through this agreement will be expended during the agreement period.

3. The total reimbursement that the MUNICIPALITY will receive from the BOARD for providing these services shall not exceed **\$52,308.00**. These funds must be spent according to the problem sequence identified in the Logic Model. DEDR funds can only be spent on approved activities. Failure to spend these dollars in full and provide expenditure reports in a timely manner may impact current funding and future funding if it becomes available.

4. The total reimbursement for programs will be predicated upon the MUNICIPALITIES' actual expense of said service up to but not exceeding the grant award. These funds must be spent according to the problem sequence identified in the Logic Model. DEDR funds can only be spent on approved activities. Quarterly payments will be made on a reimbursement basis for expenses incurred during the respective quarter. This will occur only when the MUNICIPALITY has submitted all necessary documentation to allow for reimbursement. The BOARD will hold all reimbursements until the MUNICIPALITY has provided the correct documentation as required. The MUNICIPALITY may lose funding if required deadlines are not met as set forth within this agreement.

5. Expenditures for programs rendered, and documentation of these expenditures will be submitted quarterly to the County Alliance Coordinator, along with any other documentation requested by the County Alliance Coordinator.

6. If for any reason the Governor's Council on Alcoholism and Drug Abuse prime grant with the County of Ocean is terminated the BOARD shall terminate this grant on the same date as the cancellation of the prime grant.

7. ADDITIONAL COVENANTS: The MUNICIPALITY agrees to comply with all rules, regulations, statutes, resolutions, or ordinances of the State of New Jersey, the BOARD OF HEALTH and/or the municipality in which the alliance program is implemented. The MUNICIPALITY further agrees to comply with all relevant GCADA and Ocean County Health Department guidelines regarding Alliance programs.

8. The MUNICIPALITY shall comply with the Civil Rights Act of 1964, Pub. L 88-352, 42 U.S.C. subsection 2000 (d) and the regulations issued pursuant hereto 24 C.F.R. Part I which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, denied benefits of or otherwise be subject to discrimination under a program or activity for which the MUNICIPALITY receives funds from the BOARD.

9. The MUNICIPALITY will ensure that all Municipal Alliance meetings be open to the public as indicated in the Open Public Meetings Act (NJSA 10:4-1 et. seq.) and further in the NJAC 17:40 et. seq.

10. The MUNICIPALITY will ensure that all Alliance activities adhere to all Federal and State guidelines for a Drug Free Work Place.

11. Both parties have closely examined this grant and agree that they will adhere to all the terms and conditions of this agreement.

12. TERMINATION OF AGREEMENT FOR CAUSE: If, through any cause under its control, the MUNICIPALITY shall fail to fulfill in a timely and professional manner the obligations under this agreement, or if the MUNICIPALITY shall violate any of the covenants, provisions, or stipulations of this agreement, the Board shall thereupon have the right to terminate this agreement by giving written notice to the MUNICIPALITY of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

13. This agreement and its attachments shall constitute the entire understanding between the parties and any amendments to this agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the OCEAN COUNTY BOARD OF HEALTH has caused this instrument to be signed by its Chairman, attested and its corporate seal to be hereto affixed pursuant to a resolution first passed on the 6<sup>th</sup> of February, 2019, and caused its proper officer to execute same.

OCEAN COUNTY BOARD OF HEALTH

By: \_\_\_\_\_  
John J. Mallon, Chairman Date

ATTEST: \_\_\_\_\_

By: Michael J. Pasternak 7/22/17  
Mayor Michael J. Pasternak Date  
Township of Eagleswood

ATTEST: Karlchel Spive

By: Barbara Jo Crea 8/8/19  
Mayor Barbara Jo Crea Date  
Township of Little Egg Harbor

ATTEST: Susan M. Faull, PMC

By: \_\_\_\_\_  
Mayor Susan R. Marshall Date  
Borough of Tuckerton

ATTEST: \_\_\_\_\_

**OCEAN COUNTY  
MUNICIPAL ALLIANCE GRANT**

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1. Date Issued <b>07/01/19</b>	2. Grant Number <b>MAC-01-20</b>	3. Title of Grant Municipal Alliance
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4. MUNICIPALITY:

Name: Township of Eagleswood  
Street: 146 Division Street, PO Box 409  
Town: West Creek  
State: NJ      Zip: 08092      Telephone: 609-296-3040

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5. Budget Period Mo/Day/Yr From: <b>07/01/19</b> through: <b>06/30/20</b>	6. Project Period Mo/Day/Yr From: <b>07/01/19</b> through: <b>06/30/20</b>
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7. Approved Budget  
 Grant funds only       Total project costs including grant funds and all other financial participation.

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8. Source of Funds

Grant	<b>\$52,308.00</b>
non-County share	<b>\$52,308.00</b>
Total	<b>\$104,616.00</b>

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9. This grant is subject to the terms and conditions incorporated either directly or by reference in the following:

Attachment A- Additional Provisions  
Attachment B- Alliance Fiscal Reporting Requirements  
Attachment C- General Conditions of Funding  
Attachment D- Approved **FY 2020** Budget Summary (Form 8)

The MUNICIPALITIES' terms and conditions for administration of Health Service Grant are referenced in this subgrant.

Acceptance of the grant terms and conditions is acknowledged by the MUNICIPALITY when funds are obtained from the grant payment system.

**A GRANT BETWEEN THE BOARD OF HEALTH AND**

**Township of Eagleswood**  
**MUNICIPALITY**

**ATTACHMENT A**

**Additional Grant Provisions**

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Attachment A is hereby annexed to and provides for additional grant provisions and conditions between the BOARD OF HEALTH and the **Township of Eagleswood** as detailed below.  
MUNICIPALITY

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I. The MUNICIPALITIES' terms and conditions for administration of Health Service Grants are hereby made part of this award and contain the following requirements:

- A. Administrative Requirements
  - B. Compliance Requirements
  - C. Audit Requirements
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II. BUDGET REVISION AND MODIFICATION (See attachment B)

All budget revisions and modifications must be approved in writing by the County Alliance Coordinator. Funds cannot be spent by a municipality prior to receiving approval from the BOARD.

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III. METHOD OF REIMBURSEMENT (See Attachment B)

This grant will be reimbursed on the following basis:

- A.  Reimbursement basis
  - B.  First quarterly payment in advance and then, progress payments shall be made by the BOARD on a quarterly basis upon submission of expenditure and programmatic reports.
- Quarterly payments will be made on a reimbursement basis for expenses incurred during the respective quarter. This will occur only when the MUNICIPALITY has submitted all necessary documentation to allow for reimbursement. The BOARD will hold all reimbursements until the MUNICIPALITY has provided the correct documentation as required.
  - The final payment will be withheld pending receipt and examination of the final reports.
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IV. FINANCIAL AND PROGRAMMATIC REPORTING (See Attachment B)

A. Expenditures, documentation of these expenditures and programmatic reports shall be submitted on a quarterly basis. These reports, certified by the MUNICIPALITIES' chief financial officer, shall be submitted no later than:

1 <sup>st</sup> Quarter	October 15, 2019
2 <sup>nd</sup> Quarter	January 15, 2020
3 <sup>rd</sup> Quarter	April 15, 2020
4 <sup>th</sup> Quarter	July 15, 2020

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## ATTACHMENT A

### Additional Grant Provisions - continued

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#### IV. FINANCIAL AND PROGRAMMATIC REPORTING (continued)

- B. Final report shall be submitted by the MUNICIPALITY no later than July 15, 2020 or termination of the grant.
- C. The MUNICIPALITIES' financial reports shall be prepared in a manner consistent with the MUNICIPALITIES' normal accounting records, which is:  
 Cash Basis \_\_\_ Accrual Basis \_\_\_ Other \_\_\_\_\_  
(Specify)
- D. The MUNICIPALITY assures that funds provided through this subgrant will not duplicate payment from any other source.
- E. The MUNICIPALITY shall forward to the County Alliance Coordinator any findings or comments from their Annual Audit Report that pertain to the Municipal Alliance Program. In the event that there are findings, a corrective action plan must be submitted to the County Alliance Coordinator.

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#### V. MISCELLANEOUS PROVISIONS

In addition, the MUNICIPALITY will ensure that the Municipal Alliance receiving funds derived from this Agreement must, as described in the "Governor's Council on Alcoholism & Drug Abuse Guidelines."

- Demonstrate coordination between the County Office on Alcoholism & Drug Abuse and the Municipal Alliance; and
  - Activities must be in line with the problem sequence identified in the Logic Model
  - Incorporate broad based, community efforts; and
  - Illustrate a broad base of service as determined by local needs; and
  - Be used for community based prevention efforts, early intervention services and/or education, support or outreach efforts; and
  - Be clearly denoted as an alcohol and drug prevention, education and/or public drug and alcohol awareness actively; and
  - Deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
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## ATTACHMENT B

### FY 2018 Municipal Alliance Fiscal Reporting Requirements

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1. All expenditure reports for the FY 2020 Grant cycle will be due quarterly.

2. All payments will be made quarterly on a cash reimbursement basis, pending the MUNICIPALITY has submitted all necessary documentation to allow for reimbursement. The BOARD will hold all reimbursements until the MUNICIPALITY has provided the correct documentation as required. The BOARD may also terminate a MUNICIPALITY'S funding if required deadlines are not met as set forth within this agreement.

3. The fiscal report schedule will be as follows:

Reports are due:

1 <sup>st</sup> Quarter	October 15, 2019
2 <sup>nd</sup> Quarter	January 15, 2020
3 <sup>rd</sup> Quarter	April 15, 2020
4 <sup>th</sup> Quarter	July 15, 2020

4. Grant (DEDR) funds must be expended in accordance with your FY2020 contract.

Grant funds can only be expended in FY2020 approved line items.

Grant funds can only be expended on FY2020 approved programs.

Grant funds not expended in accordance with your FY2020 contract will be considered an unallowable expense and will not be reimbursable by the BOARD.

5. The required match for FY2020 grant awards is as follows:

25% Cash Match

- All Cash Match funding must be utilized to address the problem sequence (problem statement, root cause and local conditions) identified in the logic model. The 25% Cash Match funding must be expended on approved activities.
- 75% In-kind Match is also required.

6. A Budget Revision Request is required to make any programmatic or fiscal changes to your approved FY2020 contract.

- Any expenditure made before the Budget Revision Request approval will be considered an unallowable expense.
- Modifications of approved DEDR programs/interventions that reallocate less than \$2,000 from a program, and that do not change the program intent, may be approved by the county without prior GCADA approval. Funds from multiple programs can be reallocated within the same budget modification.
- Removing \$2,000 or more from an approved DEDR program/intervention or establishing a new program must first be approved by the CASS and then forwarded to GCADA for its approval prior to implementation.

7. Your Fiscal Reporting History will be reviewed as part of your Future grant award process.

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ATTACHMENT C

**General Conditions of Funding**

With the propensity for the community as well as individuals to permit and foster denial of alcohol and drug use, the following must be included as part of the overall county municipal plan:

Provisions for training county and community alliance committee members; Provisions for training key alliance members;

The clear relationship of the proposed program's purpose and function to demonstrate the prevention of alcoholism and drug abuse through education, public awareness, or other proven strategies;

Indication that a consistent "no use" message will be delivered to those under legal smoking and drinking age, and that other drug laws of the State of New Jersey are reinforced;

An assurance that any materials developed for distribution, publication or advertisement using DEDR funds contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA logo. The BOARD has established an approval protocol to assure correct expenditure and use of funds. Please follow this protocol to assure reimbursement.

Demonstration of cooperation and coordination with the programs and services offered by local education, law enforcement, Addictions Professionals, business groups, and other community agencies.

For a proposed program to be acceptable as an alliance project it must:

1. Involve the full community alliance or subcommittee in planning and/or facilitation of the project;
2. Use community, county and/or state resources (exception only upon written approval from the Governor's Council);
3. Address needs or deficiencies as determined by the community needs assessment.
4. Provide education regarding the biopsychosocial model, and risk factors and basic information about chemical dependency.
5. Have a method for measuring the level of effectiveness through process, outcome and impact evaluations.
6. Demonstrate the inclusion of the community, in program development and implementation.

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