

# COUNTY OF MERCER

This Shared Services Agreement made and entered into on March 28<sup>th</sup> of 2013 between the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street in the City of Trenton and State of New Jersey, hereinafter referred to as the COUNTY, and

## HOPEWELL TOWNSHIP

having its principal office located at 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560 and hereinafter referred to as the "CONTRACTOR".

WHEREAS, the County desires that the Contractor perform services of a nature as hereinafter set forth; and,

WHEREAS, the County has determined, after investigation, consultation, and interview, the Contractor is fully qualified to perform and provide such services to and for the County; and,

WHEREAS, the Contractor has acknowledged its desire to provide such services to and for the County in a proper manner and under the terms and conditions as hereinafter set forth; now, therefore,

IN CONSIDERATION, of the mutual promises herein contained, and intending to be legally bound thereby, the parties have agreed as follows:

### ARTICLE I

#### GENERAL CONDITIONS OF PAYMENT

In consideration of the faithful performance by the Contractor of its agreements hereunder, and in conformity with the administrative procedures set forth herein, the County covenants and agrees to pay to the Contractor during the term of this Shared Service Agreement, a maximum sum of \$18,512.00 subject to this amount being included and approved in the 2013 Mercer County budget and the Alliance To Prevent Alcoholism and Drug Abuse Agreement. Payments are to be made in prorated amounts, on a quarterly basis and on receipt of expenditure reports as submitted by the Contractor and approved by the County.

- a. The Contractor hereby agrees to perform services described in the Program Specifications attached hereto as ATTACHMENT A, in the manner and upon the terms therein specified. ATTACHMENT A, Program Specifications, is hereby fully incorporated and made a part of this Shared Service Agreement.
- b. Contractor shall submit a budget to the County showing how Alliance funds will be utilized. The budget shall include in the grant, a 25% cash match and a 75% in kind match. The budget shall be incorporated into this Agreement as ATTACHMENT B.
- c. Maintain in accordance with acceptable practices including client confidentiality, etc. uniform records of services described herein and make such records available to the County at any time during the duration of the Shared Service Agreement or thereafter.
- d. Forward quarterly progress reports of services rendered from the inception of this Shared Service Agreement. These reports shall be submitted no later than

the tenth day of the month immediately following the end of the quarter concerned.

- e. Maintain adequate financial and/or personnel attendance leave records pertaining to all services described herein as may be rendered and make said records available for inspection by the County and any or all of its agents at any and all reasonable times during the term of this Shared Service Agreement.
- f. Submit expenditure report forms as prescribed and supplied by the County not later than the tenth day of the month immediately following the end of the quarter concerned. Payment by the County will be based on the quarterly expenditure reports submitted.

## ARTICLE II

### SPECIAL CONDITIONS

- a. The Contractor's status shall be that of an independent principal, and not as an agent or employee of the County.
- b. The Contractor agrees that in the performance of this Shared Service Agreement, it will obey, abide by and comply with all applicable Federal and State statutes and regulations.
- c. The Contractor agrees not to assign this Shared Service Agreement or any monies due hereunder without the prior written approval of the County.
- d. This Shared Service Agreement, and all rights and obligations of the parties, hereto shall be construed in accordance with the laws of the State of New Jersey.
- e. The Contractor hereby covenants and agrees to render and save harmless the County from any damages or fines for personal injury and/or property damage or otherwise arising out of the course of any of the activities or duties of the Contractor or their agents, servants or employees and that the Contractor will assume the cost, including the payment of legal fees for any judgment arising or resulting there from and burden of providing a good and sufficient defense or defenses, for any such claim, cause of action or law suits, if any.
- f. Any and all provisions of this Shared Service Agreement may be changed or modified by mutual consent of the parties hereto but any change and/or modification shall not be binding unless reduced to a written agreement, signed by the parties.
- g. The Contractor hereby covenants and agrees not to discriminate on the basis of race, color, national origin, marital status, sex, religion, personal ancestry, sexual orientation, age or disability in employment. The Contractor shall insert a similar provision in all subcontracts for service by this Shared Service Agreement.
- h. Exhibit A, Mandatory Affirmative Action Language is hereby incorporated into the standard language of the Shared Service Agreement.
- i. The Contractor and the County of Mercer do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 ET SEQ.) which prohibits discrimination on the basis of disability by public entities in all

services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Shared Service agreement. The Contractor further agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CRF, Parts 31, 32, and 34.

- j. Contractors shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations.

This Shared Service Agreement may be terminated by either party upon sixty (60) day written notice to that effect, forwarded to the other party by the party desiring to terminate the inter-local services agreement and thereupon payments under this Shared Service Agreement shall be paid to the terminal date based on the expenditure reports submitted.

In the event of the cancellation of this Shared Service Agreement, the Contractor agree to furnish to the County such reports as may be requested by it based upon work completed under the provisions of this Shared Services Agreement.

### ARTICLE III

#### TERMS OF SHARED SERVICES AGREEMENT

It is understood and agreed by and between the parties hereto upon signing that this Shared Services Agreement shall be deemed effective from January 1, 2013 and continuing until December 31, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this Shared Services Agreement by its duly authorized officers.

CONTRACTOR

By:   
Vanessa Sandom,  
Mayor, Hopewell

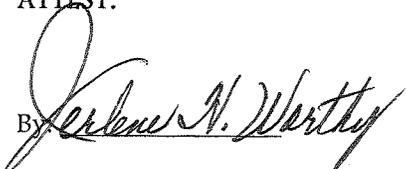
ATTEST:

By:   
Heidi Kahme,  
Municipal Alliance Chairperson

COUNTY OF MERCER

By:   
Brian M. Hughes,  
Mercer County Executive

ATTEST:

By:   
Jerlene H. Worthy,  
Clerk to the Board of Chosen Freeholders

**HOPEWELL TOWNSHIP  
MUNICIPAL ALLIANCE PROGRAM  
ATTACHMENT A**

The Municipal Alliance Committee and the governing body of the municipality shall adhere to the Rules of the Governor's Council on Alcoholism and Drug Abuse as set forth in Public Law 1989, Chapter 51, 17:40.

Proposed changes to this ATTACHMENT A must be forwarded in writing to the County Alliance Coordinator and approved by the County Alliance Steering Subcommittee prior to implementation.

The Contractor agrees to perform the following programmatic activities over the course of the Inter-Local Services Agreement period:

**PROGRAMMATIC ACTIVITIES**

**D.A.R.E./Project Pride**

Hopewell Township Police will provide 4 officers to conduct D.A.R.E. programs in the four (4) elementary schools, and at Titusville Academy for 350 5<sup>th</sup> graders. They will conduct Project Pride for 300 8<sup>th</sup> graders and a Parent Seminar for the parents of 8<sup>th</sup> graders. A D.A.R.E. picnic is held in the spring for all student participants and their families.

Number of sessions: 240

Length of each session: 45 minutes

Other organizations that will participate: Police PBA, Hopewell Valley Regional School District, Titusville Academy

**Campfire Boys & Girls**

Ninety-six (96) sessions of self-esteem, ATOD prevention programming will be presented to sixteen (16) first grade classes at four (4) Hopewell Valley Elementary schools. The storyboard, roleplaying and discussion presentations include 350 children & focus on age appropriate ATOD topics such as refusal skills. Program will strengthen antidrug use attitudes and norms.

Other organizations that will participate: Hopewell Valley Regional School District

**NJ Middle School Peer Leadership Initiative**

Three adult mentors (2 school personnel and 1 community volunteer) will be trained by the Princeton Center for Leadership Training to work with 21 8<sup>th</sup> graders. They will meet with the students for 60 minutes per week for mentoring and training. The peer leaders will provide peer education to 300 6<sup>th</sup> graders for 40 or more 60 minute sessions on topics such as healthy choices, ATOD use/abuse and peer pressure. Other organizations that will participate: Timberlane Middle School, Princeton Center for Leadership Training.

**Project Post Prom**

An ongoing program beginning with correspondence from elementary students providing anti ATOD messages to prom-going students. To provide a guest speaker to students targeting ATOD prevention information. To provide a substance-free post prom event for all graduating students and their guests.

To encourage all parents to pledge not to host prom parties where alcohol and other drugs are available. ATOD prevention information will be provided to parents through mailings and newspaper editorials. All event participants will also receive prevention information. Program will strengthen anti-drug use attitudes and norms. Number of sessions: Monthly planning meetings and 2 events with approximately 350 participants. Other organizations that will participate: Parent Teacher Organization, local businesses and community organizations.

**TATU-Teens Against Tobacco Use**

Hopewell Valley Central High School Staff will train 40 high school students in tobacco education and prevention. These students will conduct 40 classroom sessions, 45 minutes each in four (4) elementary schools to over 300 4<sup>th</sup> graders. This program strengthens social bonding, antitobacco use attitudes and norms, in addition to refusal skills.

**Teen Leadership Conference**

Provide registration fees for 46 students to attend a leadership/ATOD conference that will train them in prevention programming and asset development. These students will utilize the information they receive to provide prevention and education programs to their peers throughout the school year. Such activities include, but are not limited to National Smoke out Day, alcohol and drug awareness monthly activities, and transitional programs for high school freshman.

Other organizations that will participate: Hopewell valley Central High School

**Healthy Community/Healthy Youth Initiative**

Minimum of 10 sessions/events that will continue to build and develop a collaborative network of individuals and community organizations that offer support, and provide structure and appropriate boundaries for our youth. Community values, commitment and competencies that youth need to succeed are emphasized. One major event involving all HCHY sectors and the general public to encourage HCHY program and implementation, and several ongoing programs throughout the year for each sector, as needed. Adult and student participation at community events such as Pennington Day,

the Hopewell Harvest Fair, Hopewell Valley's Night Off, and Hopewell Valley Night at Waterfront Park. Organizations that participate include Hopewell Valley Regional School District, Faith Communities, local businesses, community organizations, parents, youth organizations and community members.

**Parenting Workshops**

Four (4) to five (5) groups of up to 15 parents each will meet for six (6) 90minute sessions for a substance abuse prevention program. Groups will be offered in the fall and spring. The curriculum includes improving parent/adolescent communication, ATOD education, managing stress, and supporting healthy practices. Participants will be invited to join Safe Home which is a pledge to not allow unsupervised adolescent/teen parties or gatherings, and to not serve or allow underage youth to consume alcohol and/or other drugs in their homes. This program strengthens anti-drug and alcohol use attitudes and norms. It reduces risk and enhances protection in families.

**PANDA-Prevent Alcohol and Drug Abuse**

Fifteen high school freshmen will meet with the Student Assistance Counselor (SAC) once a week to plan and implement ATOD education and prevention activities at the high school and to 325 7<sup>th</sup> grade students. Some of their activities include "Red Ribbon Week", classroom skits and presentations to all 7<sup>th</sup> grade health classes, and "Grim Reaper" to highlight the number of students who die in ATOD related car accidents. Program strengthens social bonding and drug refusal skills.

**Youth Activity Programs**

These year round after school programs will promote anti drug and alcohol use, provide healthy, safe drug free activity programs for middle school and high school students. The programs will promote positive youth development by providing career opportunities, life skills training and social bonding as well as leadership opportunities. Programs will be offered in the Hopewell Valley Youth Activity Center on a monthly basis. The anticipated number of participants is 150 students from both middle and high schools.

**FORM 6**

**Municipal Alliance Budget Summary**  
*Summary of all expenditures proposed by the Alliance*

**Alliance Name:** Hopewell Valley

**County:** Mercer

**Grant Year:** 2013

ACTIVITY NAME	DEDR REQUEST	DEDR FUNDING							CASH MATCH	IN-KIND	PROGRAM TOTAL
		PERSONNEL	CONSULTANT	TRAVEL/ TRAINING	SUPPLIES	PRINTING/ POSTAGE	EQUIPMENT	RENT			
DARE	3,000.00				3,000.00					20,000.00	23000.00
Camp Fire USA	3,900.00		3,900.00								3900.00
Youth Anti Tobacco Programs (TATU)	300.00				300.00						300.00
Teen Leadership & Education	1,000.00			1,000.00							1000.00
Youth Anti Alcohol & Drug (PANDA)	300.00				300.00						300.00
Project Post Prom	1,000.00				1,000.00						1000.00
Parenting Workshops	200.00				200.00						200.00
Middle School Peer Leaders	300.00				300.00						300.00
Youth Activity Programs	1,000.00				1,000.00						1000.00
Healthy Communities/Healthy Youth	7,512.00	2,777.00			3,235.00	1,000.00	500.00		10,150.00	1,500.00	19162.00
	0.00										0.00
	0.00										0.00
<b>TOTAL</b>	<b>18,512.00</b>	<b>2,777.00</b>	<b>3,900.00</b>	<b>1,000.00</b>	<b>9,335.00</b>	<b>1,000.00</b>	<b>500.00</b>	<b>0.00</b>	<b>10,150.00</b>	<b>21,500.00</b>	<b>50162.00</b>

Approved as to Form and Legality

Date

*[Signature]*  
 .....  
 County Counsel

March 28, 2013  
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COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF MERCER AND HOPEWELL TOWNSHIP FOR THE PROVISION OF MUNICIPAL ALLIANCE PROGRAMMING FOR DRUG AND ALCOHOL PREVENTION. PERIOD: JANUARY 1, 2013 THROUGH DECEMBER 31, 2013. AMOUNT NOT TO EXCEED: \$18,512.00 (NO COUNTY FUNDS)

WHEREAS, Hopewell Township and the County of Mercer are interested in entering into a Shared Services Agreement, as per N.J.S.A. 40A:65-1, et. seq., the Uniform Shared Services and Consolidation Act, for Municipal Alliance Programming; and,

WHEREAS, it is mandated by the Governor's Council on Alcohol and Drug Abuse; and,

WHEREAS, it is understood that the County of Mercer and Hopewell Township are entering into this Agreement in an effort to maximize benefits and improve municipal and County drug and alcohol prevention and education; and,

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 Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	NV.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	NV.	Abs.	Res.	Sec.
Cannon	X				✓		Koontz	X					
Carabelli	X						Walter	X					✓
Colavita	X						Cimino	X					
Frisby	X												

X—Indicates Vote      Abs.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

WHEREAS, pursuant to the authority of N.J.S.A. 40A:65-1, et. seq., the County of Mercer and Hopewell Township have agreed to have the Mercer County Office of Addiction Services provide drug and alcohol prevention and education programming; and,

WHEREAS, Hopewell Township accepts the obligation to monitor quarterly costs of activities; and,

WHEREAS, Hopewell Township acknowledges that all equipment received as a result of this Agreement shall be owned by the Township, and they will be responsible for future maintenance of said equipment operated by them; and,

WHEREAS, in exchange for receiving the within service, Hopewell Township agrees to indemnify and hold harmless the County of Mercer for any liabilities which may arise out of using the services provided by the County's Office on Addiction Services; now, therefore;

BE IT RESOLVED, that:

1. The County Executive and Clerk to the Board are hereby authorized to execute a Shared Services Agreement between the County of Mercer and Hopewell Township for the provision of municipal alliance programming for drug and alcohol prevention, in an amount not to exceed \$18,512.00, for the period of January 1, 2013 through December 31, 2013 (No County funds).
2. The Clerk to the Board shall forward a certified copy of this Resolution, along with an executed copy of the Agreement, to: Laurie Gompf, Hopewell Township Clerk, Hopewell Valley Municipal Alliance, 201 Washington Crossing-Pennington Rd., Titusville, New Jersey 08560; the Governor's Council on Alcoholism and Drug Abuse, 185 West Hanover Street, CN 345, Trenton, New Jersey 08625-0845; the Mercer County Department of Human Services Contract Unit; and to the Chief of the Office of Addiction Services.

I hereby certify this to be a true copy of the original.

*Debra N. Douthett*  
Mercer County Board of Freeholders

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*Clerk to the Board*