

RESOLUTION NO. 2016- _____

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM FOR 2016 SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

(SEE ATTACHED RESOLUTION)

Adopted:

President of Council

ATTEST:

City Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY.

WHEREAS, the City of Vineland Police Department wishes to apply for
Applicant's Unit of Government/Non Profit Organization

funding of approximately \$ 90,000.00 with a match of \$ -0- for an approximate project total cost of \$ 90,000.00 for a project under the State of New Jersey

Safe & Secure Communities Grant Program, and
Fill In Name of Program

WHEREAS, the City Council of the City of Vineland has reviewed the
Applicant's Governing Body/Board of Directors

accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and City of Vineland Police Department for the purpose described in the application;
Applicant's Unit of Government/Non Profit Organization

THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that
Applicant's Governing Body/Board of Directors

1. As a matter of public policy City of Vineland wishes to
Applicant's Unit of Government/Non Profit Organization
participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the

City Council of the City of Vineland held on the
Applicant's Governing Body/Board of Directors

_____ day of _____, 20____ and duly recorded in my office;
that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20____

SEAL

Signature of Certifying Officer

**Title (Mayor, Freeholder-Director,
County Executive, Agency Head,
President, Chairperson of the Board)**

Name of Certifying Officer

STATE OF NEW JERSEY

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



PART I

**APPLICATION DOCUMENTS
TO BE COMPLETED AND RETURNED**



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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APPLICATION DOCUMENTS TO BE COMPLETED AND RETURNED

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Program Application Narrative (Provided by Applicant)

Project Budget Detail Form

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION CHECK LIST

SUBGRANTEE: City of Vineland Police Department

INSTRUCTIONS: The Application Check List is a guide to file a complete application. Return 1 original (with original signatures) and 1 copy of the completed application.

APPLICATION:

PART I

- Applicant Information Form
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

PART II

- Application Authorization (Signed by Mayor and Project Director)
- General Conditions and Special Conditions (Signed by Mayor)
- Resolution of Participation and Certification of Recording Officer

NOTE: **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. ALL OF THE ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION.**

Applicant Information Form

Safe and Secure Communities Program

| | |
|--|----------------------|
| Requested Project Duration Period (when to when): 8/15/15 – 8/14/16151 | Grant No.: P-6465-16 |
|--|----------------------|

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|--------------------------------|
| Municipality: CITY OF VINELAND |
|--------------------------------|

| |
|--|
| Address: 640 E. WOOD STREET, PO BOX 1508 |
|--|

| | | | |
|----------------|-----------|--------------------------|--------------------|
| City: VINELAND | State: NJ | Zip Code + 4: 08362-1508 | County: CUMBERLAND |
|----------------|-----------|--------------------------|--------------------|

| |
|---|
| Name and Title of Chief Executive/Mayor: Ruben Bermudez |
|---|

| |
|---|
| Street Address, City, State, Zip Code + 4: (if different from above): |
|---|

| | | | |
|--------------------------|-----------|-----------------------------------|--------------------|
| Telephone: (856)794-4000 | Ext. 4010 | Email: rbermudez@vinelandcity.org | Fax: (856)405-4600 |
|--------------------------|-----------|-----------------------------------|--------------------|

| |
|---|
| Police Department: Vineland Police Department |
|---|

| |
|------------------------------|
| Address: 111 N. Sixth Street |
|------------------------------|

| | | | |
|----------------|-----------|---------------------|--------------------|
| City: Vineland | State: NJ | Zip Code + 4: 08360 | County: Cumberland |
|----------------|-----------|---------------------|--------------------|

| | | |
|--|---|-------------------------------|
| Agency Website: http://vpd.vinelandcity.org | Start of Fiscal Year: January (i.e., Jan, July, Oct) | Federal ID Number: 21-6001670 |
|--|---|-------------------------------|

| |
|---|
| Name and Title of Project Director: Chief Timothy Codispoti (co-signer on financial reports) |
|---|

| |
|---|
| Street Address, City, State, Zip Code + 4: (if different from above): |
|---|

| | | | |
|--------------------------|-----------|------------------------------------|--------------------|
| Telephone: (856)691-4111 | Ext. 4199 | Email: tcodispoti@vinelandcity.org | Fax: (856)405-4634 |
|--------------------------|-----------|------------------------------------|--------------------|

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|--|
| Name and Title of Contact Person: Sgt. Christopher Fulcher (Person directly responsible for project operations) |
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| |
|---|
| Street Address, City, State, Zip Code + 4: (if different from above): |
|---|

| | | | |
|--------------------------|-----------|----------------------------------|--------------------|
| Telephone: (856)691-4111 | Ext. 4106 | Email: cfulcher@vinelandcity.org | Fax: (856)405-4634 |
|--------------------------|-----------|----------------------------------|--------------------|

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|---|
| Name and Title of Chief Financial Officer: Jackie Muccirelli (Person who co-signs financial reports) |
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| |
|---|
| Street Address, City, State, Zip Code + 4: (if different from above): |
|---|

| | | | |
|--------------------------|-----------|-------------------------------------|--------------------|
| Telephone: (856)794-4000 | Ext. 4640 | Email: jmuccirelli@vinelandcity.org | Fax: (856)405-4605 |
|--------------------------|-----------|-------------------------------------|--------------------|

SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBGRANTEE: City of Vineland Police Department

GRANT NUMBER: P-6465-16

PROJECT DURATION: 8/15/15 to 8/14/16

Total Number of Sworn Law Enforcement Officers: 153

Number of Officers funded by the grant: 4

Number of Civilians funded by the grant: 0

GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

- a. Officers Al Vargas, Carolina Gonzalez, Julio DeJesus, and Dion Colvin are assigned to the Vineland Police Department Juvenile Unit. Juvenile Unit officers concentrate on issues within the city schools in our community. These officers work to deter criminal activity, gang activity, and other offenses, taking enforcement action when necessary. They also supervise and coordinate several juvenile programs. Activities performed by these officers during the grant term include, but were not limited to;
 - i. Patrol duties within city schools, school sporting events, graduation, and other events.
 - ii. Assist school administrators and students on issues affecting the schools.
 - iii. Investigate criminal activity and other offenses by juveniles and adults in the schools and community. Officers make arrests, as viewed or requested, for various offenses during the grant term.
 - iv. Monitor gang activity and maintain gang intelligence.
 - v. Conduct Gang Resistance Education and Training (GREAT) classes in the schools.
 - vi. Manage the Police Athletic League (PAL). PAL includes sports programs, summer camps, and other events for juveniles.
 - vii. Oversee the Police Explorer Program which is a scout type program for juveniles interested in law enforcement. Explorers hold monthly meetings and take part in community and police related activities throughout the year such as parades, community events, etc.

- viii. Organize Police Youth Week in cooperation with other law enforcement agencies within the county. Police Youth Week is a weeklong overnight boot-camp style program for juveniles interested in law enforcement.
- ix. Administer the Safety Patrol Program and escort the school Safety Patrols on their annual trip to Washington, DC.
- x. Supervise the School Crossing Guards and staff crossing guard posts as necessary.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

- a. The named Officers are all assigned to the Vineland Police Department Juvenile Unit whose primary responsibility is the investigation of crimes involving juveniles. Officers perform patrol duties within the schools, work with school administration on issues affecting the schools and its staff, conduct investigations, monitor and maintain gang intelligence, work with at risk juveniles, and sponsor a number of programs for juveniles to participate in.
- b. Officers supervise several juvenile programs including Gang Resistance Education and Training (GREAT), Police Athletic League (PAL) which included sports programs and summer day camps, Police Explorers, Police Youth Week, and school Safety Patrols. All of these programs provide juveniles with positive activities to participate in. Involvement in these programs and interaction with these officers is a positive influence in the juveniles' lives.

Officer participation and supervision of these activities in the school system, and community, has had a positive impact on crime, gang activity, and quality of life issues.

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

- a. See above.

Budget Detail Form

| COST ELEMENT | State Share | Local Match | Project Total |
|--|-------------|-------------|---------------|
| A. Salaries and Wages | | | |
| Rank and Name of Each Grant Funded Person | | | |
| List the names and salaries of personnel assigned to the grant: | | | |
| Pt1. Albert Vargas | 22,500.00 | 74,800.00 | 97,300.00 |
| Pt1. Julio DeJesus | 22,500.00 | 59,603.00 | 82,103.00 |
| Off. Carolina Gonzalez | 22,500.00 | 59,103.00 | 81,603.00 |
| Pt1. Dion Colvin | 22,500.00 | 51,452.00 | 73,952.00 |
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| A-1. Fringe Benefits | 0 | 151,190.00 | 151,190.00 |
| Health Benefits, Presc. Dental: 60,352.00 | | | |
| Medicare : 4,855.00 | | | |
| Pension : 85,983.00 | | | |
| | 90,000.00 | 396,148.00 | 486,148.00 |

STATE OF NEW JERSEY

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



PART II

**APPLICATION DOCUMENTS
TO BE COMPLETED, SIGNED
AND RETURNED**



**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

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- ✓ General Conditions and Special Conditions
- ✓ Resolution of Participation and Certification of Recording Officer

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Division of Criminal Justice to participate in the State's Safe and Secure Communities Program

at an estimated total project cost of \$ 90,000.00.

On behalf of the unit of government, the undersigned certifies and agrees that:

1. The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Grantee's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. As the duly authorized representative of the Grantee, I ensure that the Grantee will use these grant funds to carry out the project and activities specifically described in the application.
4. As the duly authorized representative of the Grantee, I am responsible for authorizing expenditures and disbursements of grant funds.
5. As the duly authorized representative of the Grantee, I ensure that the Grantee will comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
6. All grant funds shall be used exclusively for the purposes specified in the grant award.
7. The Grantee shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.
8. The Grantee shall pay all fringe benefit expenses and all costs in excess of the grant award.

9. The Grantee will comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.
10. As of the date of this document, the Grantee municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

153 Police Officers 0 Other Law Enforcement Personnel
 (non-police employees who enhance a project's law enforcement capacity)

This application consists of the following attachments in addition to this form:

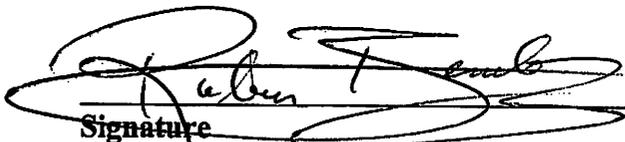
1. Applicant Information Form.
2. Program Application Narrative.
3. Budget Detail.
4. General Conditions and Special Conditions.
5. Resolution of Participation and Certification.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment pursuant to N.J.S.A. 2C:28-3.

Vineland
 Grantee Municipality

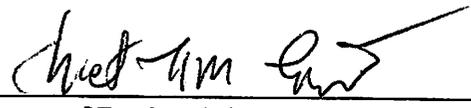
Grant # P- 6465-16

Ruben Bermudez
 Printed Name
 (Mayor, Chief Executive or Village President)


 Signature
 (Mayor, Chief Executive or Village President)

3/8/16
 Date

Chief Timothy Codispoti
 Printed Name of Project Director


 Signature of Project Director

3/3/2016
 Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE**

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS

1. The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circular Letters (State Circular Letter) generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
4. The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.
5. The Grantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. §42.301 et seq., it will maintain a current plan on file. The Grantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Grantee will forward a copy of the finding to DCJ.

6. The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
9. The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
10. The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as DCJ may prescribe.
11. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Grantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Grantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to DCJ any changes in its fiscal year.
12. The Grantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Grantee (e.g., Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.
13. The Grantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this grant. The

State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

14. The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, DCJ and the State of New Jersey.
15. The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of \$100 from the approved budget or extensions in the grant period require prior approval via DCJ Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
 - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
 - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
 - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Grant Adjustment Request Form.
16. The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. State Circular Letter Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds. The use of program income must be shown on the detailed cost statements.
17. The Grantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall

include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

18. The Grantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
19. Unless otherwise directed by DCJ, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
20. Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
21. The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of DCJ and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
22. If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.
23. If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.
24. When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
25. The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
26. L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
27. L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
28. The Grantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Grantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.

- iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
- i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
- i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
29. The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
30. The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

31. The Grantee agrees that it shall be solely responsible for and shall defend, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Division of Criminal Justice (DCJ), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of

complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
9. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final DCS and Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.*
10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

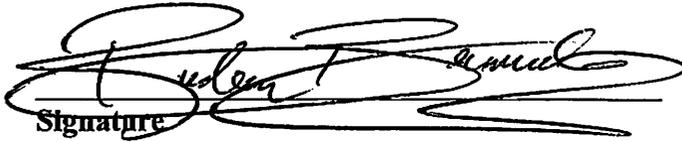
CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Vineland
Grantee Municipality

Grant # P- 6465-16

Ruben Bermudez
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

3/2/16
Date