

RESOLUTION NO. 2024- 190

A RESOLUTION APPROVING PARTICIPATION IN THE 2024 SAFE AND SECURE COMMUNITIES GRANT PROGRAM ADMINISTERED BY THE STATE OF NEW JERSEY, DEPARTMENT OF LAW AND PUBLIC SAFETY, OFFICE OF ATTORNEY GENERAL.

WHEREAS, the City of Vineland Police Department is seeking authorization to submit an application for personnel grant (Grant 24-0614) funding for a project under the Safe and Secure Communities Program; and

WHEREAS, the Police Department is applying for funds in an amount of \$67,725.00, to provide for additional law enforcement personnel to address crime in a focused community-oriented manner, for a grant period from August 15, 2023 through August 14, 2024; and

WHEREAS, the total project cost of \$200,004.00 includes the state fund amount of \$67,725.00 and the in-kind match of \$132,279.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that:

1. The City of Vineland Police Department is authorized to accept the 2024 Safe and Secure Communities Grant Program Administered by the State of New Jersey, Department of Law and Public Safety, Office of Attorney General.
2. The City of Vineland accepts the state grant funding in the amount of \$67,725.00 for the Police Department's additional law enforcement personnel project, under the Safe and Secure Communities Program.
3. The Mayor is hereby authorized and directed to execute such grant documents required for the participation in the above program.

Adopted:

President of Council

ATTEST:

City Clerk

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**PROGRAM ADMINISTRATION
AND FUNDING GUIDELINES**

December 2023

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STATE OF NEW JERSEY
SAFE AND SECURE COMMUNITIES GRANT PROGRAM

PROGRAM ADMINISTRATION AND FUNDING GUIDELINES

I. ADMINISTRATION

This document has been compiled to assist in the application, program development, and implementation processes, as well as the reporting and state compliance requirements, of the Safe and Secure Communities Grant Program (Safe and Secure Grant Program).

In 1993, the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq., was designed to provide municipalities with funding to increase its law enforcement personnel, with the goal of enhancing the effectiveness of police operations and other crime reduction strategies needed by the community. The Act established a Safe Neighborhood Services Fund to support the Safe and Secure Grant Program. This fund is supported by a \$75.00 assessment imposed upon any criminal conviction.

Under the Safe and Secure Communities Act, municipalities are eligible to receive grant funding if they meet the following requirements:

- (1) they have a police department and their number of violent and nonviolent crimes per police officer exceeds 70 percent of the state wide average (as reported in the 1991 *Uniform Crime Report, Crime in New Jersey* (UCR)),
- (2) they applied for this program within the first two years, and
- (3) they received a subaward for a personnel grant, pursuant to their application.

Participation in the Safe and Secure Grant Program requires municipalities to not reduce their regular complement of officers and other law enforcement personnel during any given grant period. The regulations for the program calculate the complement of officers based on the data published in the 1993 UCR. A reduction in the complement of officers below the full required complement (those added with grant funds) will result in a proportionately reduced subaward amount or the total loss of the subaward.

Funding allocations are based on a formula that takes into account a participating municipality's police need or workload, measured by the number of violent and nonviolent crimes, divided by that municipality's number of police officers. N.J.A.C. 13:79-3.5. **Municipalities that receive a subaward for a law enforcement project shall be responsible for paying the fringe benefits of all police officers or other law enforcement personnel hired under the subaward, which shall be deemed the local cash match. Requests for overtime funds will not be considered.** N.J.A.C. 13:79-3.1.

Funding for the Safe and Secure Grant Program depends on program revenues in the Safe Neighborhoods Services Fund. Future budgetary shortfalls are likely, and applicants are encouraged to identify alternative funding sources in the creation of a sustainability plan. Additionally, receipt of these grant funds is contingent upon the timely filing of grant applications, as well as the timely submission of all financial and programmatic reports.

Please Note:

- **Municipalities that receive funding are required to notify the Office of the Attorney General (OAG) staff in writing if their complement of officers drops below the full required complement (those added with grant funds).**
- **Applicants and Subrecipients are required to report their total complement of officers each quarter on the financial reports (Detailed Cost Statements).**
- **Applicants and Subrecipients are bound by changes made in State law and policy regardless of inclusion in these guidelines.**
- **OAG reserves the right to decline any application for funding and to award funding in amounts that may be other than offered or requested.**

The OAG awards, administers, and monitors subawards made under the Safe and Secure Grant Program. Staff from OAG is available to provide technical assistance during the application process and subaward period.

All inquiries concerning the grant application process should be addressed to:

Office of the Attorney General
Grant Operations
25 Market Street, 4th Floor, West Wing
P.O. Box 085
Trenton, N.J. 08625-0085
E-mail address: grants@njoag.gov

II. APPLICATION REQUIREMENTS

A. SUBMISSION

Applications are due within sixty (60) days of the issuance of the notification letter from the Office of the Attorney General. One copy of the application must be submitted via e-mail to grants@njoag.gov. *Unless otherwise noted, the head of the Subrecipient local unit of government (Mayor, Chief Executive or Village President) should sign required grant documents.*

B. GRANT APPLICATION

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

Effective October 2018, a consolidated application and award process was implemented to streamline processing of a fully-executed subaward.

Applicants must complete and return the following:

1. The Applicant Information Form
2. The Application Authorization (Signed by Mayor and Project Director)
3. The Program Application Narrative (Provided by Applicant)
4. The Budget Detail Form
5. Subaward Contract
6. Governing Body Resolution & Certification
7. General and Special Conditions

III. BUDGET AND FISCAL GUIDELINES

A. ALLOWABLE COSTS

Under the Safe and Secure Grant Program, allowable costs are limited to offset 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.

B. PROHIBITION AGAINST SUPPLANTING

Funds received from the Safe and Secure Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.

C. UNALLOWABLE COSTS

The Safe and Secure Grant Program specifically prohibits the use of grant funds to pay for fringe benefit expenses associated with the salary of personnel funded under the program. Grant funds cannot be used to make any overtime payments. Costs incurred outside the project period (before or after) are not allowable.

D. BUDGET CATEGORIES

The budget categories appearing on the Budget Detail Form are explained below. Note that applicants should only use whole dollars when itemizing costs.

SALARIES AND WAGES, FRINGE BENEFITS

List each position for which funds are requested (i.e., police officer or other law enforcement personnel), indicate the total annual salary of each, the amount funded by the program, and the local match for fringe benefit expenses, (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), fringe rate, other related costs, and any authorize expenses above the grant award.

*****FYI:** Pursuant to statute, the officers' fringe benefit is your match for this grant. Therefore, **your contract will reference "fringe benefits" as the match amount, and so your resolution may also reference "fringe benefits" as the match amount for the grant.**

IV. APPLICATION AUTHORIZATION

The submission of any grant application requires the signature of the applicant unit of government's mayor, chief executive or village president (see **Application Authorization Form**) and Project Director indicating that the application is authorized by the municipal government. Signature indicates that the information provided within the application is truthful, accurate, and complete; the applicant intends to comply with all requirements regarding the use of grant funds; and the applicant will use the grant funds to carry out the project as described in the application.

The Project Director and Chief Executive Officer also acknowledge that they are responsible for authorizing expenditures and disbursing grant funds. The Applicant certifies that all grant funds will be used exclusively for the purposes specified in the grant award; it will not reduce its regular complement of police officers and other law enforcement personnel during the grant period; it will pay all fringe benefit expenses and all costs in excess of the grant award; and it will comply with the provisions of 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. The Applicant also identifies the number of regular, sworn, municipal appointed officers, who have the full power to arrest, exercise police powers and enforce New Jersey criminal and motor vehicle laws.

V. RESOLUTION

Applicants, except State Agency applicants, must return a certified Resolution with their Consolidated Application and Award Package.

The Resolution must contain all data requirements listed on the Required Resolution & Certification Checklist which is provided as a reference document in the Consolidated Application and Award Package.

Also note, in reference to the match amount, pursuant to statute is equal to the officers' **fringe benefits**.

- It is sufficient to reference “fringe benefits” as the match in your resolution, as fringe benefits will be referenced in your contract under the match amount.

The Resolution must be certified by the recording officer and should contain the official seal.

VI. CIVIL RIGHTS COMPLIANCE

Applicants and their contractors are required to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. Applicants are expected to comply with all applicable New Jersey regulations, policies, and guidelines.

VII. DEBARMENT

Applicants and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey.

Applicants are also expected to comply with state Executive Order No. 34 (March 17, 1976), and state circular letter OMB 93-13-GSA regarding debarments, suspensions & disqualifications. The State Department of Treasury has an online, searchable database of those individuals, corporations, and agencies who are debarred from conducting business with the State of New Jersey: <http://www.state.nj.us/treasury/revenue/debarment/index.shtml>. In the performance of any grant, Subrecipients cannot conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

VIII. NEW JERSEY PENALTIES FOR CORRUPTION OF PUBLIC RESOURCES

While enacting ethics and government corruption reforms, the New Jersey Legislature enacted Public Law 2007, Chapter 158, which makes knowingly misusing public resources for an unauthorized purpose a crime. N.J.S.A. 2C:27-12. Under the Crime of Corruption of Public Resources, an individual commits a crime if (1) the public resource is subject to an obligation to be used to perform or facilitate the performance of a governmental function or public service, (2) a person knowingly uses a public resource for an unauthorized purpose, or (3) a person makes a material representation that is false to a government agency . . . to obtain or retain a

public resource, or with the purpose to mislead or deceive any person as to the use or disposition of a public resource. Id. The Legislature defines a public resource as including grants awarded by the government. Id. Convictions under this act could result in a 20-year prison term and \$200,000 fine. Id. The Legislature also enhanced public corruption penalties under the Public Corruption Profiteering Penalty Act, N.J.S.A. 2C:30-8, which subject individuals convicted under public corruption laws, including N.J.S.A. 2C:27-12, to fines up to \$500,000. Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey's False Claims Act.

IX. SUBRECIPIENT OFFICIAL FILE

Subrecipients are required to maintain a master file for grant documents. The following documents must be available for on-site review by OAG program monitors and auditors:

- A. Copy of approved application for the grant including: Grant contract; Applicant Information Form; Program Application Narrative; Budget Detail; Application Authorization; General Conditions and Special Conditions; and OAG budget; copy of award letter; copies of all project modification requests; grant adjustments; and related written approvals from OAG.
- B. Copies of all Detailed Cost Statements and the Final Grant Narrative Report.
- C. Personnel information: Copies of all payroll evidence, staff assignment forms, and time reports and certifications.
- D. Banking Information: Cash verification, receipts documentation, check register, canceled checks, and bank statements.

X. REPORTING PROCEDURES

Subrecipients are required to submit timely quarterly financial reports or Detailed Cost Statements and a Final Grant Narrative Report to OAG. *If these reports are not submitted as required, OAG may, at its discretion, suspend payments and possibly reduce or terminate the grant award.*

A. PROGRAMMATIC REPORTS

Subrecipients are required to submit a Final Grant Narrative Report to OAG which assesses the overall impact of the program and determines whether the program accomplished its goals. The report should be submitted to OAG

summarizing project activities and program impact within fifteen (15) days of the end of the grant period.

B. FINANCIAL REPORTS

The Subrecipient is required to submit financial expenditure reports or Detailed Cost Statements (DCS) comparing actual expenditures with the approved budget.

Each Subrecipient is required to report its complement of officers on the quarterly Detailed Cost Statement.

Subrecipients are required to submit **quarterly** Detailed Cost Statements (DCS). One (1) DCS form with original signatures should be sent, *via email*, to the OAG within **fifteen (15)** days after the end of each quarter. For each funding request, a separate State of New Jersey Payment Voucher must be submitted.

NOTE: If a Subrecipient is submitting its application near the end of its project grant period, the Subrecipient should submit the quarterly DCS reports with its application.

XI. BUDGET REVISION AND MODIFICATION

The grant budget is the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process.

- A. Subrecipients are required to report deviations from the approved budget and receive prior written approvals for budget revisions and modifications in excess of one percent of the total subaward amount. To request a budget revision, Subrecipients should submit a written explanation and complete OAG Grant Adjustment Request Form.
- B. The Subrecipient shall request approval in writing, from OAG, when there is reason to believe a revision or modification will be necessary for the following reasons:
 - 1. Changes in the scope, objective, key personnel, timing of the project or program, or deviations from the approved budget.
 - 2. The need to extend the grant period.

3. Reduction in police officer complement below the full required complement based on the 1993 Uniform Crime Report listing the number of police officers plus those added with grant funds.

XII. SUBRECIPIENT FISCAL RESPONSIBILITY

The Subrecipient must maintain a bookkeeping system, records, and files to account for all grant monies spent and all matching funds contributed to the project. While a preferred system is not specified, Subrecipients are expected to conform to accepted accounting standards.

A. FINANCIAL MANAGEMENT SYSTEM

The Subrecipient is responsible for maintaining an adequate financial management system and will immediately notify OAG when it cannot comply with these requirements.

1. The Subrecipient's financial management system shall provide for:
 - a. **Financial Reporting:**
Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.
 - b. **Accounting Records:**
Records that accurately and timely identify the source and application of funds for grant supported activities. These records must contain information pertaining to the receipt of grant funds by source, authorizations, obligations, unobligated and unexpended balances, assets, liabilities, outlays or expenditures and income.
 - c. **Internal Controls:**
Effective internal and accounting controls over all funds, property and other assets. The Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes. Controls must be established to ensure that expenditures charged to grant activities are readily available to certify that such charges are accurate.
 - d. **Budget Controls:**
Comparison of actual expenditures or outlays with budgeted amounts for grant funds and required non-state expenditures.

Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information.

- e. **Allowable Costs:**
Procedures for determining reasonableness, allowability, and allocation of costs generally consistent with the provisions of Federal and State requirements.
- f. **Source Documentation:**
Accounting records are supported by source documentation.
- g. **Cash Management:**
Procedures to minimize the time elapsing between the advance of funds from OAG and the disbursement by the Subrecipient, whenever funds are advanced by OAG.

B. AUDIT REQUIREMENTS

The Subrecipient must comply with audit requirements located in the State Treasury Department, State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08- OMB, 2 CFR Part 200, Subpart F, Audit Requirements (2 C.F.R. § 200.500, et seq.), and the Government Accountability Office's Generally Accepted Government Auditing Standards (also known as the Yellow Book).

- 1. Applicants that expend Federal and/or State financial assistance of \$100,000 or more, but less than \$750,000 of Federal or State financial assistance during their fiscal year (including federal pass-through funds), must have either:
 - a. A financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.
- 2. For applicants that expend Federal or State financial assistance, (including funds received from the Federal Government or federal funds passed through state agencies) of \$750,000 (**this is an increase in the previous threshold of \$500,000**) or more during their fiscal year must have:
 - a. A single audit performed or
 - b. A program specific audit performed in accordance with 2 C.F.R. § 200.500, et seq., and state policy.

3. For applicants receiving less than \$100,000 of State and/or Federal financial assistance, no audit is required.

C. GENERAL AND SPECIAL CONDITIONS

Special consideration should be given to the following general conditions pertaining to the administration of subawards:

1. RETENTION OF RECORDS

All grant records, including books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records, must be retained for a period of at least seven years. The retention period starts from the date of the receipt of the final expenditure report.

Records must be retained beyond the seven-year period if an audit is in progress and/or findings of a completed audit have not been resolved satisfactorily. Also, records must be retained beyond seven years if there is any litigation, claim, negotiation, or action started before the end of the seven-year period.

2. FUND PAYMENT

All payments made to the Subrecipient will be recorded by the Subrecipient in **accounting records separate from all other fund accounts**, including funds derived from other grant awards. Amounts paid shall be available for expenditure by the Subrecipient in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.

3. USE OF GRANT FUNDS

Funds granted may be used only for the purpose required to carry out the grant as approved and identified in the OAG Approved Project Budget and Grant Award.

4. PROJECT INCOME (MONIES RECEIVED AND EXPENDED)

All interest or other income earned by the Subrecipient with respect to grant funds or as a result of conduct of the program (sale of publications, registration fees, service charges on fees, etc.) is deemed program income.

According to State Circular on Grant Agreements - Agency Contracts, 07-05-OMB, program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds.

Program income must be added to funds committed to the program to further eligible program objectives.

In addition, the amount of these funds expended during the current reporting period must be reported. All program income must be accounted for and the use of program income must be shown on the **detailed cost statements**.

5. OBLIGATION OF GRANT FUNDS

Grant funds must be used only for expenditures taking place during the grant award period. Expending or obligating grant funds occurs when funds are encumbered (e.g., purchase order, requisition) for an approved project budget item during the grant period. Funds that are not obligated within the grant award period will lapse and revert back to OAG. Obligations outstanding at the end date of the grant period must be liquidated within forty-five (45) days. Subrecipients will be required to submit additional monthly DCS during the liquidation period.

6. EMPLOYEE TIME REPORTS

Applicants must keep detailed time reports showing actual time worked on a grant. The reports should reflect the actual activity of each grant funded personnel and signed by the employee. These reports should be reviewed and approved on a regular basis by a supervisor having first-hand knowledge of the work performed.

The Applicant 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.

D. FISCAL REQUIREMENTS

1. A separate account for the grant project with separate accountability of receipts, expenditures, and balances for each fiscal budget period.

2. Itemization of all supporting records of grant receipts, expenditures and state/local contributions (if applicable) in sufficient detail to show exact nature for each fiscal budget period.
3. Provision of data and information for each expenditure and state/local contributions with proper reference to a supporting voucher or bill properly approved.
4. Maintenance of payroll authorizations and vouchers.
5. Maintenance of an **hourly** time-reporting system for personnel charged to the grant and state/local contributed services (if applicable).
6. Maintenance of records supporting charges for fringe benefits.
7. Provisions for payment by check.

XIII. MONITORING OF PROGRAM PERFORMANCE

- A. The Subrecipient must assure that performance goals are being achieved.
- B. The Subrecipient shall inform OAG of the following types of conditions which affect program objectives and performance as soon as they become known:

Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any OAG assistance required to resolve the situation.

- C. OAG may, at its discretion, make site visits to:
 1. Review program accomplishments and management control systems.
 2. Provide such technical assistance as may be required.
 3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

XIV. REQUIREMENTS FOR LOCAL UNITS OF GOVERNMENT

The following budgetary and accounting procedure issued by the Director, Division of Local Government Services, Department of Community Affairs, should be observed in the development of grant budgets for local units of government which receive grant awards administered through OAG.

- A. All OAG grants shall be processed through the budget of the local unit at the time of the adoption of the budget or by a budget amendment utilizing N.J.S.A. 40 A:4-87. No such grants shall be accounted for through the Trust Fund as dedication by rider.
- B. All such grants shall be designated in the local budget as follows:

REVENUE:	OAG Grant No.	
APPROPRIATION:	State Grant:	
	OAG Grant No.	
- C. The appropriation shall be a separate line item without a designation as to Salaries and Wages and Other Expenses and shall not be made a part of any existing appropriation.
- D. The revenue, when anticipated at the time that the budget of a local unit is introduced, shall be a Special Item of Revenue with Prior Written Consent of the Director of Local Government Services.
- E. Since most OAG grants, cover a fiscal year other than as provided by statute for New Jersey local units, the appropriation as budgeted may be set up as a reserve@ from which commitments and charges can be made beyond the calendar year.

The revenue anticipated can be fully realized with any amount not received which is set up as a receivable and pledged to surplus. However, it is the determination of the Director of Local Government Services that the portion of non-cash surplus attributed to the receivable will not be allowed to be anticipated in the following year's budget as surplus. This requires prior written consent of the Director of Local Government Services, Department of Community Affairs, P.O. Box 803, Trenton, N.J. 08625-0803, (609) 292-6613, www.nj.gov/dca/lgs.



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD

PROJECT TITLE 2024 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT STATE \$ 67,725 MATCH \$ <u>Fringe Benefits</u> TOTAL \$ 67,725
IMPLEMENTING AGENCY Vineland Police Department	DATE OF AWARD January 29, 2024
SUBRECIPIENT City of Vineland	STATE ACCOUNT NO. 24-100-066-1020-232

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-0MB and 07-05-0MB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

**FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:**

Signature of Authorizing Official

Attorney General or Designee

Anthony Fanucci, Mayor
Typed Name of Authorizing Official and Title

Date

5/6/24
Date

Subaward Number: 24-0614

Subaward Period: 08/15/23 - 08/14/24

Subrecipient Fiscal Year Start Date: January

Contact:

Erin Zippel, Chief Administrative Officer
Office of the Attorney General
Department of Law and Public Safety
(609) 376-2445
grants@njoag.gov

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**



**CONSOLIDATED APPLICATION
AND
AWARD DOCUMENTS
TO BE COMPLETED AND RETURNED**

December 2023

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

CONSOLIDATED APPLICATION AND AWARD PACKAGE CHECKLIST

SUBGRANTEE: City of Vineland

INSTRUCTIONS: The Consolidated Application and Award Documents Checklist is a guide for filing all required documents, at one time, to streamline processing of a fully-executed subaward. Return 1 copy of the Consolidated Application and Award package via e-mail to grants@njoag.gov.

APPLICATION:

PART I

- Applicant Information Form
- Application Authorization (Signed by Mayor and Project Director)
- Program Application Narrative (Provided by Applicant)
- Project Budget Detail Form

AWARD DOCUMENTS:

PART II

- Subaward Contract
- Governing Body Resolution & Certification [see Resolution and Certification Checklist for specific information requirements]
- General and Special Conditions
- State Single Audit Requirements & Certification

NOTE: ALL OF THE ABOVE ITEMS ARE REQUIREMENTS AND PROCESSING WILL NOT OCCUR WITHOUT ALL DOCUMENTATION.

Applicant Information Form**Safe and Secure Communities Program**

Requested Project Duration Period (when to when): 8/15/2023 to 8/15/2024	Grant No.: 24- 0614
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Municipality: City of Vineland			
Address: 640 East Wood Street			
City: Vineland	State: NJ	Zip Code + 4: 08360	County: Cumberland

Name and Title of Chief Executive/Mayor: The Honorable Anthony Fanucci			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: (856)794-4011	Ext.	Email: afanucci@vinelandcity.org	Fax:

Police Department: Vineland Police Department			
Address: 620 East Plum Street			
City: Vineland	State: NJ	Zip Code + 4: 08360	County: Cumberland
Agency Website: https://police.vinelandcity.org/	Start of Fiscal Year: (i.e., Jan, July, Oct)		Federal ID Number:

Name and Title of Project Director: Sergeant Owen Flores (co-signer on financial reports)			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: (856)691-4111	Ext. 4676	Email: oflores@vinelandcity.org	Fax:

Name and Title of Contact Person: Sergeant Owen Flores (Person directly responsible for project operations)			
Street Address, City, State, Zip Code + 4: (if different from above):			
Telephone: (856) 691-4111	Ext. 4676	Email: oflores@vinelandcity.org	Fax:

Name and Title of Chief Financial Officer: Susan Baldosaro, CMFO (Person who co-signs financial reports)			
Street Address, City, State, Zip Code + 4: (if different from above): 640 East Wood Street, Vineland, NJ, 08360			
Telephone: (856)794-4000	Ext. 4271	Email: sbaldosaro@vinelandcity.org	Fax: (856) 405-4605

APPLICATION AUTHORIZATION

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Office of the Attorney General, to participate in the State's Safe and Secure Communities Program at an estimated total project cost of \$ 200,004.00.

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

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.

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 Applicant's legal counsel as considered appropriate or necessary, and shall be responsible for undertaking the programs and activities described in the application.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall use these grant funds to carry out the project and activities specifically described in the application.

As the duly authorized representative of the Applicant, I am responsible for authorizing expenditures and disbursements of grant funds.

As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.

All grant funds shall be used exclusively for the purposes specified in the grant award.

The Applicant shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.

The Applicant shall pay all fringe benefit expenses and all costs in excess of the grant award.

The Applicant shall 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.

As of the date of this document, the Applicant 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:

167 Police Officers 5

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 Form
4. Subaward Contract
5. Governing Body Resolution and Certifications
6. General and Special Conditions
7. State Single Audit Requirements & 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.

City of Vineland
Applicant Municipality

Grant # 24- 0614

Anthony Fanucci
Printed Name
(Mayor, Chief Executive or Village President)


Signature
(Mayor, Chief Executive or Village President)

5/6/24
Date

Sergeant Owen Flores
Printed Name of Project Director

Sergeant Owen Flores #3250
Signature of Project Director

02-20-2024
Date

SAFE AND SECURE COMMUNITIES GRANT PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBRECIPIENT: City of Vineland

GRANT NUMBER: 24-0614

PROJECT DURATION: 8/15/2023 to 8/15/2024

Total Number of Sworn Law Enforcement Officers: 167

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:

Sergeant Nicholas Sterchele, Officers Julio Dejesus, Dion Colvin, Ashley Arocho, along with Special Class Two Officers Donald Felice, William Burris, Brian Elliott, and Michael Cassady are assigned to the Vineland Police Department Juvenile Unit. Juvenile Unit personnel 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:

- Patrol duties within city schools, school sporting events, graduation, and other events.
- Assist school administrators and students on issues affecting the schools.
- 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.
- Monitor gang activity and maintain gang intelligence.
- Conduct Gang Resistance Education and Training (GREAT) classes in schools.
- Assist in the Police Athletic League. PAL includes sports programs, summer camps, and other events for juveniles.
- Oversee the Police Explorer Program which is a scout type program for juveniles who are interested in law enforcement. Explorers hold monthly meetings and take part in community and police related activities throughout the year, such as parades and other community events.
- 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.
- Administer the Safety Patrol Program and escort the school Safety Patrols on their annual trip to Washington, D.C.
- 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:

- The Officers assigned to the Vineland Police Department Juvenile Unit have a primary responsibility to investigate 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.
- Officers supervise several juvenile programs including Gang Resistance Education and Training (GREAT), Police Athletic League (PAL) which includes 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, reduced gang activity, and has improved quality of life issues.

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

N/A

Applicant: City of Vineland

Grant # 24-0614

Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
A. Salaries and Wages			
List the names, ranks, and salaries of all personnel assigned to the grant.			
Sgt. Nicholas Sterchele \$135,000	16,931.25	0	16,931.25
Officer Julio DeJesus \$110,571	16,931.25	0	16,931.25
Officer Dion Colvin \$105,777	16,931.25	0	16,931.25
Officer Ashley Arocho \$69,257	16,931.25	0	16,931.25
Total: \$420,605.00			
 A-1. Fringe Benefits			
Include your agency's fringe benefit rate.			
	67,725.00		67,725.00
Health Benefits; Pension; Unemployment; Worker's Comp; Medicare Total 52%			
Local Match:			
Medicare 1.45% \$ 6,098.00			
Pension 30% 126,181.00	0	132,279.00	132,279.00
	67,725.00	132,279.00	200,004.00

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY24 SAFE AND SECURE COMMUNITIES
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** 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. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars 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.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** 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.
5. **Anti-Discrimination/Affirmative Action:** 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.

6. **Debarments and Suspensions:** 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. **Minimum Wage/Maximum Hours:** 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.
8. **Financial Management System:** 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.
9. **Accounting Records:** 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 OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will 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.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG 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 OAG 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 OAG via a OAG Grant Adjustment Request Form.

14. **Program Income:** 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. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG 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.

16. **Records Retention:** Unless otherwise directed by OAG, 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.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG 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.
18. **Grant Fund Availability:** 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.
19. **Subcontracts and Assignments:** 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 OAG 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.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** 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.

22. **Grant Termination:** 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.

23. **L&PS Termination of the Grant:** 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.

24. **Mutual Termination of the Grant:** 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.

25. **Grant Termination for Convenience:** 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.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. 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.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. 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.

27. **Corruption of Public Resources Act:** 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.
28. **Prohibition Against State Employee Status:** 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.
29. **Indemnification by non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, 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 Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient'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 Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.
30. **Release by State Agencies:** The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

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 Office of the Attorney General (OAG), 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 1. 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 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.


City of Vineland

 Grantee Municipality

Grant #: 24-0614

Anthony Fanucci

 Printed Name
 (Mayor, Chief Executive or Village President)



 Signature
 (Mayor, Chief Executive or Village President)

5/6/24

 Date