

RESOLUTION 169-17
RESOLUTION ACCEPTING THE STATE OF NEW JERSEY'S
DETECTIVE MATTHEW L. TARENTINO COMMUNITY
POLICING GRANT PROGRAM FUNDING

A Resolution approving participation with the State of New Jersey in a Detective Matthew L. Tarentino Community Policing Grant Program administered by the Office of the Attorney General.

WHEREAS, the Borough of Clayton was approved for funding of \$9,724.00 with a match of zero for a project under the State of New Jersey Detective Matthew L. Tarentino Community Policing Grant Program, Sub-award Number CP-8-18, and

WHEREAS, Sub-award Period is for August 1, 2017 through December 31, 2017; and

WHEREAS, the Borough of Clayton Council has reviewed the approved funding and has approved and accepted said grant funding, and

WHEREAS, the project is a joint effort between the Office of the Attorney General and the Borough of Clayton Police Department for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Borough of Clayton Council that:

1. As a matter of public policy the Borough of Clayton Police Department wishes to participate to the fullest extent possible with the Office of the Attorney General.
2. That Mayor and Borough Council accepts the sub-award funding of \$9,724.00 for the purposes described in the application.

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the Borough of Clayton Council held on the 10th day of August, 2017 and duly recorded in my office. 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 10th day of August, 2017



Thomas Bianco, Mayor



Christine Newcomb, Municipal Clerk

SEAL



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

PROJECT TITLE DETECTIVE MATTHEW L. TARENTINO COMMUNITY POLICING GRANT PROGRAM <i>Clayton Night Out/Police Chaplain/Coffee With a Cop</i>	AWARD AMOUNT State \$ 9,724 Match \$ N/A Total \$ 9,724
IMPLEMENTING AGENCY OFFICE OF THE ATTORNEY GENERAL	DATE OF AWARD 8/1/17
GRANTEE Clayton Police Department	STATE ACCOUNT NO. 18-100-066-1000-177

The Department of Law and Public Safety hereby awards to the above named Grantee, an award in the amount specified for the purposes set forth in the approved application.

This award is subject to all applicable Federal and State statutes and regulations, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and all general and special conditions attached to the grant program. This award is also subject to all applicable 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-OMB and 07-05-OMB, as amended.

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

FOR THE GRANTEE:

CHIEF Andrew Davis
Signature of Authorizing Official

Chief Andrew Davis
Typed Name of Authorizing Official and Title

08/02/17
Date

Award Number: CP-8-18

Award Period: 8/1/2017-12/31/2017

Grantee Fiscal Year Start Date:

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

Attorney General or Designee

Date

Contact:
Jennifer Stonerod, DAG
Chief of Staff
Division of Criminal Justice
CommunityPolicingGrant@njaoag.gov

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

**DETECTIVE MATTHEW L. TARENTINO
COMMUNITY POLICING 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. **Certified Required Resolution:** County and local governmental agencies must submit a certified resolution authorizing the acceptance of the award amount as well as the required match, if applicable.
3. **Prohibition of Supplanting:** The Grantee must ensure that funds do not replace (supplant) funds that have been budgeted for the same purpose.
4. **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 all Federal, State, municipal laws and regulations and New Jersey 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. The Grantee is bound by changes made in law regardless of inclusion in these conditions.
5. **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.
6. **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.

7. **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.
8. **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.
9. **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.
10. **Performance Period:** The Grantee agrees that all work will be performed within the performance period. The Grantee may charge only costs resulting from obligations incurred during performance period.
11. **Payment:** Payments will be made to the Grantee in the manner determined by L&PS and after receipt of a properly executed copy of this award.
12. **Financial Accounting:** The Grantee agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
13. **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.
14. **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 Request for Reimbursement Reports, have procedures to determine allowable costs, and provide source documentation for financial records.

15. **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 L&PS may prescribe.
16. **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, 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 L&PS any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to L&PS any changes in its fiscal year.

17. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles located in State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB, and the specific Grant program requirements. All costs must be necessary and reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
18. **Source Documentation:** All costs must be adequately documented with source documentation indicating proof of purchase and payment (*i.e.* receipts, timesheets, purchase orders, receiving documents, invoices, paid vouchers). For time and attendance records, the Grantee must maintain documentation that reflects an after the fact distribution of the actual activity of each employee working on the grant. Records must account for the total activity of each employee; be prepared at least monthly; coincide with one or more pay periods; and be signed by the employee. These reports must be reviewed and approved on a regular basis by a supervisory official having first-hand knowledge of the work performed. The approving official should document the review and approval by signing or initialing each employee's time and/or effort report.
19. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS 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.

20. **Budget Revisions/Grant Extensions:** The Grantee agrees that budget changes or modifications will not be permitted absent extraordinary circumstances.
- a. 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.
 - b. 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.
 - c. The Grantee agrees that should circumstances affecting the grant-funded project change, it will immediately contact L&PS 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 L&PS.

21. **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 Request for Reimbursement Reports.

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.

22. **Licensing and Publishing:** The Grantee agrees that L&PS reserves 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.
23. **Records Retention:** Unless otherwise directed by L&PS and/or 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.

24. **Bonding and Insurance:** Bonding and insurance, as applicable, shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee.
25. **Monitoring, Reporting, and Auditing:** The Grantee agrees to give L&PS, 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. L&PS may make site visits to conduct audits and reviews.
26. **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.
27. **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 grant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of 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.
28. **Purchase of Equipment, Consumable Supplies, and Services:** The Grantee agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13). The Grantee agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.

Adherence to the standards contained in the applicable State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurement. The Grantee is the responsible authority, without recourse to L&PS, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

29. **Non- 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.
30. **Indemnification:** 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.
31. **Fund Recovery:** L&PS reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
32. **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.
33. **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.

34. **Termination for Non-Compliance:** 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.
35. **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.
36. **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.
37. **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:
 - 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 terminating the current award for the Grantee's program.
 - viii. Withholding 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.
38. **Problems Affecting Grantee Performance:** The Grantee shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
- a. 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 or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
 - b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

SPECIAL CONDITIONS

1. **Use of Funds:** Grant funds must support community based programs that may not have an obvious law enforcement purpose, but provide a clear benefit to a citizen's quality-of-life. Funds shall not be used to defray the costs of a community based program unless law enforcement personnel are substantially involved in the program.
2. **Compliance with Program Guidelines and Requirements:** The Grantee will follow all applicable Detective Matthew L. Tarentino Community Policing Grant Program requirements, procedures, guidelines, and instructions as outlined in the solicitation, application, award, and other letters sent to the Grantee.

CERTIFICATION

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

CHIEF Andrew Davis
Grantee

Grant Number CP-8-18

Tom Bianco, Mayor
Printed Name
(Mayor, Chief Executive, Village President)

[Signature]
Signature
(Mayor, Chief Executive, Village President)

8-10-17
Date