

**RESOLUTION 80-20**  
**SAFE AND SECURE COMMUNITIES PROGRAM**  
**RESOLUTION ACCEPTING GRANT**

A Resolution approving participation with the State of New Jersey in a Safe and Secure Communities Program administered by the Division of Criminal Justice, Department of Law and Public Safety.

WHEREAS, the Borough of Clayton was approved for funding of \$60,000 with a match of \$322,776.08 for a project under the State of New Jersey Safe and Secure Communities Grant Program, Sub-award Number 20-0801, and

WHEREAS, Sub-award Period is for January 18, 2020 through January 17, 2021; 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 Department of Law and Public Safety 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:

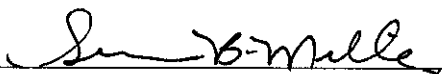
1. As a matter of public policy the Borough of Clayton Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

**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 9th day of April, 2020 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 9th day of April, 2020

  
\_\_\_\_\_  
Thomas Bianco, Mayor

  
\_\_\_\_\_  
Christine Newcomb, Municipal Clerk

SEAL

**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**

June 2019

**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:**     Borough of Clayton

**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

**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):	1/18/20 – 1/17/21	Grant No.: 20-0801
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<b>Municipality: Borough of Clayton</b>			
Address: 125 North Delsea Dr.			
City: Clayton	State: NJ	Zip Code + 4: 08312-1650	County: Gloucester

<b>Name and Title of Chief Executive/Mayor:</b> Thomas Bianco			
Street Address, City, State, Zip Code + 4: (if different from above): S/A			
Telephone: 856-881-2301	Ext.	Email: tbianco@claytonnj.com	Fax: 856-881-0153

<b>Police Department:</b>			
Address:			
City:	State	Zip Code + 4:	County:
Agency Website:	Start of Fiscal Year: (i.e., Jan, July, Oct)		Federal ID Number:

<b>Name and Title of Project Director:</b> (co-signer on financial reports)				Chief Andrew Davis	
Street Address, City, State, Zip Code + 4: (if different from above): S/A					
Telephone: 856-881-2301	Ext. 4	Email: adavis@claytonnj.com	Fax: 856-881-5859		

<b>Name and Title of Contact Person:</b> (Person directly responsible for project operations)				Chief Andrew Davis	
Street Address, City, State, Zip Code + 4: (if different from above): S/A					
Telephone: 856-881-2301	Ext. 4	Email: adavis@claytonnj.com	Fax: 856-881-5859		

<b>Name and Title of Chief Financial Officer:</b> (Person who co-signs financial reports)				C.F.O. Donna Nestore	
Street Address, City, State, Zip Code + 4: (if different from above): S/A					
Telephone: 856-881-2882	Ext.	Email: dnestore@claytonnj.com	Fax: 856-881-0153		

## **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 \$ 60,000.00.

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:

14 (Full Time) Police Officers

2 SLEO Class 3 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

**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.**

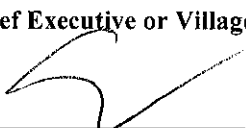
Borough of Clayton

Grant # 20- 0801

\_\_\_\_\_  
Applicant Municipality

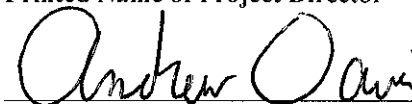
Mayor Thomas Bianco

\_\_\_\_\_  
Printed Name  
(Mayor, Chief Executive or Village President)

  
\_\_\_\_\_  
Signature  
(Mayor, Chief Executive or Village President)

Chief of Police Andrew Davis

\_\_\_\_\_  
Printed Name of Project Director

  
\_\_\_\_\_  
Signature of Project Director

4/9/2020  
Date

3/27/20  
Date

**SAFE AND SECURE COMMUNITIES GRANT PROGRAM**  
**PROGRAM APPLICATION NARRATIVE**

**SUBRECIPIENT:**            **Borough of Clayton**

**GRANT NUMBER:**        **20-0801**

**PROJECT DURATION:**    **01/18/20 to 01/17/21**

Total Number of Sworn Law Enforcement Officers: **14**

Number of Officers funded by the grant: **03**

Number of Civilians funded by the grant: **00**

**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:**

Ptln. Edward Hyder is in charge of our Community Crime Watch. He is responsible for attending and scheduling guest speakers to attend the monthly meetings. He is also responsible for organizing our town's National Night Out event. Ptln. Hyder is also a liaison to the Office of Emergency Management and provides Action Plans for any large scale events / investigations.

Sgt. John Dick is a traffic supervisor. He is responsible for reviewing and approving the officer's crash reports. He is also a radar instructor and is responsible for the training and certification of our officer's radar Certification and Vehicular Pursuit training. In addition Sgt. Dick is a Field Training Officer, Supervisor of the Internal Affairs Unit, and Supervisor of the Bicycle Unit.

Patrolman Nicolas Carr is a Patrolman that helps combat the illegal sale of narcotics and investigates other major crimes. Ptln. Carr is a member of the Child Abduction Response Team. He is a L.E.A.D. (Law Enforcement Officer Against Drugs) Instructor, so that he can educate children at our schools about the dangers of drug use and bullying. Ptln. Carr is also a member of our County's Emergency Response Team.

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

All Officers covered under this grant have police powers and will enforce both criminal and traffic offenses. In addition each officer has special assignments.

Ptln. Hyder is in charge of the crime watch and works with civilians educating them on how to assist police with keeping the community safe. Ptln. Hyder as member of the Office of Emergency Management, will help formulate Actions Plans which will keep citizens and police safe in complex events/investigations.

Sgt. Dick as a Field Training Officer will pass his knowledge down to new officers developing their skills and abilities to fight crime in the next generation. Sgt. Dick is also in charge of the Traffic Unit, where he monitors dangerous location in town and suggests targeted traffic enforcement areas. Sgt. Dick leads our bicycle unit which allows for more personnel interaction between the police and the citizens of Clayton. Sgt. Dick is also the supervisor of the Internal Affairs Unit. The unit provides citizens with the opportunity to lodge their grievances with the police so that we can address any training deficiency or other behavior problem.

Ptln. Carr investigates any reports of illegal narcotics distribution and other major crimes. Ptln. Carr is member of the Child Abduction Response Team who is specifically trained to respond to missing/abducted/endangered children. In addition he is a member of the Emergency Response Team which is a County Police Task Force which responds to any major complex police situation. Ptln. Carr is trained and certified as a L.E.A.D. instructor and is teaching anti-drug and bullying messages to children at our schools. It is hoped that children will learn the real dangerous of drugs and violence and will choose not to walk down those paths.

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

Does not apply.



Applicant: Borough of ClaytonGrant # 20-0801

## Budget Detail Form

COST ELEMENT	State Share	Local Match	Project Total
<b>A. Salaries and Wages</b>			
List the names, ranks, and salaries of all personnel assigned to the grant.			
<u>Sgt. John Dick</u>	\$20,000.00	\$76,042.04	\$96,042.04
<u>Ptlm. Edward Hyder</u>	\$20,000.00	\$72,149.75	\$92,149.75
<u>Ptlm. Nicolas Carr</u>	\$20,000.00	\$72,149.25	\$92,149.75
<b>A-1. Fringe Benefits</b>			
Include your agency's fringe benefit rate.			
<u>Fringe Benefits Total = \$102,435.04</u>			
<u>Health Insurance Total = \$54,927.96</u>			
<u>Social Security Total = \$21,446.13</u>			
<u>SDI Total = \$275.34</u>			
<u>Holiday, Education, etc. = \$25,785.61</u>			
<u>Fringe Benefit Rate = 37%</u>			



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

<b>PROJECT TITLE</b> 2020 Safe and Secure Communities Grant Program	<b>SUBAWARD AMOUNT</b> State     \$ 60,000 Match     \$ <u>Fringe Benefits</u> Total     \$ 60,000
<b>IMPLEMENTING AGENCY</b> Clayton Police Department	<b>DATE OF AWARD</b> March 17, 2020
<b>SUBRECIPIENT</b> Borough of Clayton	<b>STATE ACCOUNT NO.</b> 20-100-066-1020-232

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-OMB and 07-05-OMB (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:**

Andrew Davis  
Signature of Authorizing Official  
CHIEF ANDREW DAVIS  
Typed Name of Authorizing Official and Title  
3/25/20  
Date

Subaward Number: 20-0801  
Subaward Period: 1/18/20 to 1/17/21  
Subrecipient Fiscal Year Start Date: January

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

\_\_\_\_\_  
Attorney General or Designee  
  
\_\_\_\_\_  
Date

**Contact:**

William H. Cranford, Acting Administrator  
Office of the Attorney General  
Department of Law and Public Safety  
609-376-2445  
grants@njoag.gov

**DEPARTMENT OF LAW & PUBLIC SAFETY  
REQUIRED RESOLUTION & CERTIFICATION**

To participate in the State grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of State funds and your participation in the State grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

**Resolutions developed by your agency or jurisdiction for your exclusive use may be used;<sup>1</sup> however, your Resolution must include the following data elements:**

The name of the Subrecipient's Unit of Government/Non-Profit Organization;

The name of the State Grant Program;

The Subaward number;

The Subaward period;

The total amount of the award which must **include and specifically identify** the State amount and any required in-kind or cash match (if applicable, also identify any required local match);

Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and

Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

**Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.**

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<sup>1</sup> If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



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

**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 I. 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.

**Borough of Clayton**  
\_\_\_\_\_  
Grantee Municipality

**Grant # 20-0801**  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name  
(Mayor, Chief Executive or Village President)

\_\_\_\_\_  
Signature  
(Mayor, Chief Executive or Village President)

4/9/2020  
\_\_\_\_\_  
Date