

RES. j 92-10



TOWNSHIP OF WEST ORANGE

66 Main Street, West Orange, NJ 07052

ADMINISTRATION AND FINANCE

John F. McKeon

Mayor

EDWARD J. COLEMAN

Chief Financial Officer

Tel: 973-325-4070

Fax: 973-736-9182

E-mail: ecoleman@westorange.org

MEMORANDUM

8-Apr-10

TO: Richard Trenk, Municipal Attorney

FROM: Edward J. Coleman, Chief Financial Officer

RE: **Resolution - Participation-Safe and Secure Communities Program**

The following Resolution has been given to the Municipal Clerk for placement on the agenda for the next Council meeting. A Copy is attached for your review as to form and legality.

cc: Mayor Mc Keon
John K. Sayers, Business Administrator
Karen Carnevale, Municipal Clerk

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

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

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

WHEREAS, the Township of West Orange wishes to
(Applicant's Local Unit of Government)

apply for a project under the Safe and Secure Communities Program, and

WHEREAS, the Township Council has reviewed the
(Applicant's Governing Body)

application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Applicant Local Unit of Government, for the purpose described in the application;

THEREFORE, BE IT RESOLVED by the Township Council of the
Township of West Orange that
(Applicant's Governing Body)

1. As a matter of public policy the Applicant's Unit of Government wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General of New Jersey 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 the applicant as authorized by law.

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

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Township Council of the Township of West Orange held on (Local Governing Body/board of Finance of Unit of Government) the 13th day of April, 20 10 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED: This 13th day of April, 20 10

SEAL

Signature of Certifying Officer

Title of Certifying Officer

Karen Carnevale
Name of Certifying Officer

Grant # P- 4677

SAFE AND SECURE COMMUNITIES APPLICATION CHECK LIST

SUBGRANTEE: Township of West Orange

GRANT NUMBER: P- 4677

INSTRUCTIONS: The Application Check List is provided to serve as a guide to ensure the submission of a complete application.

Return two (2) copies of the completed application; ONE (1) copy must contain original signatures.

APPLICATION:

SUBGRANTEE TO SUBMIT:

- ☒ Applicant Information Form
- ☒ Program Application Narrative
- ☒ Budget Detail
- ☒ Application Authorization (Signed by Mayor)
- ☒ Grant Agreement Certification (Signed by appropriate official)
- ☒ General Conditions and Assurances (Signed by Mayor)
- ☒ Special Conditions (Signed by Mayor)
- ☒ Resolution of Participation, and Certification of Recording Officer with ORIGINAL RAISED SEAL

NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.

[S&S rev'd 11/19/09]

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

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICANT INFORMATION FORM

Two (2) copies of the entire application are required, one (1) with original signatures.

1. Municipality: Township of West Orange

2. Police Department: West Orange Police Department

3. Address: 60 Main Street

West Orange, New Jersey Zip Code: 07052

4. Project Duration: From 7/19/09 To 7/18/10
(Requested Starting and Concluding Dates)

5. Project Director (Person listed on financial reports):

Name Edward J. Coleman Title Chief Financial Officer

Address 66 Main Street Telephone No. 973-325-4070

West Orange, NJ 07052 Fax No. 973-736-9182

Email Address ecoleman@westorange.org (Required)

6. Contact Person (Person directly responsible for project operations):

Name James P. Abbott Title Police Chief

Address 60 Main Street Telephone No. 973-325-4030

West Orange, NJ 07052 Fax No. 973-736-9182

Email Address policechief@westorange.org (Required)

7. Fiscal Officer (Person who co-signs financial reports):

Name Edward J. Coleman Title Chief Financial Officer

Address 66 Main Street Telephone No. 973-325-4070

West Orange, NJ 07052 Fax No. 973-736-9182

Email Address ecoleman@westorange.org (Required)

[Ss rev'd 11/19/09]

SAFE AND SECURE COMMUNITIES PROGRAM
PROGRAM APPLICATION NARRATIVE

SUBGRANTEE: Township of West Orange

GRANT NUMBER: P-4677

PROJECT DURATION: 7/19/09 TO 7/18/10

Total Number of Sworn Law Enforcement Officers: 119

Number of Officers funded by the grant: (2)

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:

Officers assigned to Watchung Heights area as well as the Valley Section of the Township . Both Areas are a combination of business and residential properties.

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

Juvenile Delinquency.
Auto-Related Crimes.
Other Property Crimes.

Strategy is walking post, address inappropriate juvenile behavior and take corrective action, walking posts (foot patrol), target hardening, directed patrols.

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

Grant # P- 4677

COST ELEMENT

Project
Total

Current Annual Salary

\$183,071.00

List the names and salaries of personnel assigned to the grant:

\$92,380

\$90,691

Sub-Total Salaries and Wages

183,071

Sub-Total Fringe Benefits

54,921

Total Salaries & Fringe Benefits

5237,992

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

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization to submit an application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled:

Safe and Secure Communities

at an estimated total project cost of \$ 237,992.

The undersigned agrees upon approval of this project on behalf of the unit of government, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants 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. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

Complement of Officers and Other Law Enforcement Personnel:

The undersigned certifies that, as of the date of this document, the staffing of the applicant police department with respect to the number of actively employed personnel is as follows:

119 Police Officers

17

Other Law Enforcement Personnel

(non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)

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

1. Applicant Information Form,
2. Program Application Narrative,
3. Budget Detail,
4. Grant Agreement Certification,

5. General Conditions and Assurances,
6. Special Conditions,
7. Resolution of Participation and Certification for local units of government.

The Subgrantee certifies that all grant funds shall be used exclusively for the purposes specified in the grant award. As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. 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.

Signature

John F. McKeon

Printed Name

Mayor

Title (Mayor or Chief Executive
Director)

Township of West Orange

Name of Local Unit of Government

4/12/10

Date

Grant#P- 4677

[ss rev'd 11/19/09]

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

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

Edward J. Coleman, being over the age of 18 years old,
(Name)

hereby certifies:

1. I am Chief Financial Officer of the Township of West Orange
(Title) (Name of entity receiving grant funds)

(hereafter "municipal grant recipient"). I am submitting this certification in conjunction with the provision of grant funds in the amount of \$60,000
(Dollar amount of funds)

to the recipient entity by the Division of Criminal Justice under the Safe and Secure Communities Program. In making this certification, I understand that the Division of Criminal Justice will rely upon the statements made herein in processing this application and with making provision of the grant funds in question.

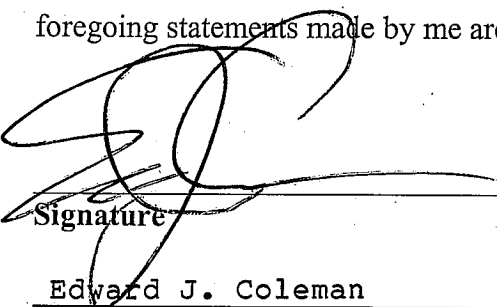
2. I have reviewed the contents of the application which have been submitted by the municipal grant recipient for such funding and hereby certify that the factual statements and data set forth in the application are true to the best of my knowledge and belief.

3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and activities; and that I have sought and obtained legal advice from the municipal grant recipient's legal counsel as I have considered appropriate or necessary in this regard.

4. I further certify that I will ensure that the municipal grant recipient shall use all grant funds exclusively for the purposes specified in the grant award.

5. I further certify that I will ensure that the municipal grant recipient will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

6. 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 wilfully false, I am subject to punishment.



Signature

Edward J. Coleman
Printed Name

Township of West Orange
Name of Local Unit of Government

Chief Financial Officer
Title

4/12/10
Date

Grant # P- 4677

[SS rev'd 11/19/09]

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

SAFE AND SECURE COMMUNITIES PROGRAM

SPECIAL CONDITIONS

Subgrantee: Township of West Orange

Project Title: Safe and Secure Communities

Subgrant Number: P- 4677

Project Duration: 7/19/09 - 7/18/10

1. **Prohibited Use of Funds:** The Subgrantee 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. **No Supplanting of Local Funds:** The Subgrantee agrees that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds.
3. **Compliance with Program Laws and Regulations:** Subgrantee 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., and as outlined in letters sent to the applicant.
4. **Baseline Regular Complement:** The Subgrantee 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 Subgrantee certify 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 Subgrantee 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 above the grant award. The Subgrantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Subgrantee 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 supervisor and project director.
9. **Financial and Performance Reporting:** The Subgrantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within **fifteen (15) days after the end of each quarter**. The Subgrantee also agrees to file a timely Final DCS within **thirty (30) days** after the end date of the grant period and a Final Grant Narrative Report. The Final Grant Narrative Report is a grant narrative describing the past year's activities and accomplishments.
10. **Availability of Grant Funds:** The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that full funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.
11. **Timely Return of Completed Application:** The Subgrantee agrees to complete and return the Application Package (Applicant Information Form, Program Application Narrative, Budget Detail Form, Application Authorization, Grant Agreement Certification, General Conditions and Assurances, Special Conditions, and Resolution of Participation and Certification of Recording Officer with original raised seals) and to return an executed contract within **sixty (60) days** of mailing from DCJ. The Subgrantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Subgrantee's 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.

Township of West Orange

Grant # P- 4677

Subgrantee Municipality

John F. McKeon

Name of Mayor

4/12/10

Signature of Mayor

Date

07/19/09 to 07/18/10

Subgrantee's Fiscal Year

[Start date/End date]

[SS revd 11/19/09]

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

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that it possesses legal authority to apply for the grant; 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 Subgrantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Subgrantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Subgrantee agrees to comply and to require its contractors to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all federal, State, municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in the performance of this Subgrant. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subgrant.
4. The Subgrantee agrees that it will comply and to require its contractors to comply with the requirements of the Federal and 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, et al., and P.L. 1975, c. 127 and all implementing regulations. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subaward.
5. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. § 42.301 et seq., it will maintain a current plan on file. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Subgrantee will forward a copy of the finding to DCJ.
6. The Subgrantee understands and agrees to comply with State Treasury Circular Letter OMB 93-13-GSA regarding Debarments, Suspensions & Disqualifications. Subgrantee and it

subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

7. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq.
8. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee 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 Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in the OJP's Financial Guide, Part III, Chapter 19 (2005) (available on the web at: <http://www.ojp.usdoj.gov/FinGuide/>), Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
10. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-87, A-122, A-21, etc.), according to the OJP's Financial Guide, Part III, Chapter 7, Allowable Costs (2005), and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
11. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other State agencies until the required reports have been submitted.
12. The Subgrantee agrees to provide information required for any evaluation conducted by L&PS, DCJ and the State of New Jersey.
13. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
 - a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form. Subgrantee

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 Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
 - c. If the Subgrantee 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 Subgrantee. If, after consultation, the Subgrantee 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 Subgrantee, 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 Subgrantee'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 Subgrantee, the reduced amount will be remitted to L&PS.
 - d. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Form 108, Grant Adjustment Request Form.
14. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. Program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives.
15. The Subgrantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
16. The Subgrantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.

17. The Subgrantee agrees to retain all grant records for a period of seven years, unless otherwise directed by DCJ, state, or federal statute. The Subgrantee agrees that this period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records started before the end of the seven-year period.
18. Subgrantee 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. The Subgrantee 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.
20. If applicable, the Subgrantee agrees that it will deposit advances of State grants in interest bearing accounts.
21. If the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee'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. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs,

which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.

23. The Subgrantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. L&PS shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee 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. L&PS and the Subgrantee 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 Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
25. The Subgrantee agrees that under certain instances it may be considered "High Risk":
 - a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - 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 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
 - 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 Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee 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 Subgrantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee 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.
26. The Subgrantee 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.
27. The Subgrantee agrees that it shall be solely responsible for and shall 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 Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee'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 Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee'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.

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.

Township of West Orange
Subgrantee Municipality

Grant # P- 4677

John F. McKeon
Name of Mayor

Signature of Mayor

April 12, 2010
Date

[SS revd 11/19/09]



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CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO BOX 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

March 8, 2010

PAUL T. DOW
Attorney General

STEPHEN J. TAYLOR
Director

James P. Abbott, Chief of Police
Township of West Orange Police Department
60 Main Street
West Orange, New Jersey 07052

Received
3/15/2010
Capt. Cali
Re: CSU Staffing
FWD to CSU.
FOR completion
TH

Re: Safe and Secure Communities Program Continuation Funding
Grant Number P-4677

Dear Chief Abbott,

The Division of Criminal Justice is accepting applications for the Safe and Secure Communities Act Grant Program. The State Fiscal Year 2010 allocation plan includes funding to continue the personnel grant to your municipality. Your previous grant number was P-4377 and this grant number is P-4677.

As you know, funding for the Safe and Secure grant program is derived from fines imposed on criminal convictions. This year's funding level has been restored and your grant award will be in the amount of **\$60,000** and your municipality must pay all fringe benefit costs and all costs in excess of the grant award. This grant must operate a minimum of one year from the end date of the previous award. The Safe and Secure Communities Program requires that a municipality not reduce its baseline complement of police officers and other law enforcement personnel (as increased by personnel funded with this award) during the grant period.

Please note that a Safe and Secure Program Administration and Funding Guidelines booklet has been compiled to assist you with the application process, reporting requirements and state compliance issues. The booklet contains all of the required application documents. Please ensure that all items on the enclosed application checklist are completed prior to submitting your application. Two copies of the completed application (one with **original** signatures) must be submitted to the Program Development Section by **May 10, 2010**.

The receipt of grant funds may be contingent upon the timely filing of your grant application



and financial reports. Your application cannot be finalized until all required reports are received and the file of your current grant is officially closed. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed.

Due to the uncertainty of future funding, you are encouraged to identify alternative funding sources to supplement potential reductions in grant funds.

The Program Development Section is available to assist you in the preparation of this application and with any other technical assistance that may be required. Please feel free to contact Trisha Chavis at (609) 777-3154 for any additional information.

Very truly yours,



Heddy Levine-Sabol, Chief
Program Development Section

Encl.

c: Edward J. Coleman, Chief Financial Officer
Terri Riccitiello, DCJ Financial Operations
Trisha Chavis, DCJ Program Analyst