

AUTOMATED LICENSE PLATE READER TECHNOLOGY

Problem Statement

Violent crime in many of New Jersey's urban population centers is unacceptably high. Using data reflecting the number of shootings per capita, fourteen cities across the state have been identified as the most violent. Much of the violence is fueled by gang members involved in the street-level narcotics trade. Disagreements over drug turf and narcotics sales often escalate into gunplay, which leads to retaliatory attacks. The situation quickly erodes into an unending cycle of violence that runs along the lines of gang affiliation. A high number of these shootings are committed with guns purchased outside of New Jersey and illegally brought across the state line. Weapons Trafficking, a major contributing factor to violent crime, threatens the safety of New Jersey residents and the vitality of its cities and towns. Criminal gangs, fueled by the revenues of drug distribution and armed with guns illegally obtained, contribute significantly to this threat and expose too many of the State's residents to actual or threatened violence. Guns flowing illegally into New Jersey exact an unacceptable toll on our citizens and our young people. Criminal street gangs and illegal firearms make a lethal combination, and require a law enforcement response on both fronts..

New Jersey's proximity to New York also makes it convenient location for terrorists to convene/live while providing attractive targets. For instance, some of the terrorists that were involved in both the 1993 World Trade Center bombing and the 9/11 attacks lived and planned their terrorist activities in our state. And a foiled 2007 terrorist attack on Ft. Dix military base had been planned by Islamic extremists living in New Jersey.

New Jersey is also an attractive target for terrorist attacks due to numerous potential attractive targets: the Atlantic City casinos, nuclear power plants, oil refineries, pharmaceutical companies and bridges and tunnels spanning to and from New York City.

Project Description

In the January 2008 issue of The Police Chief magazine, author Richard J. Ashton writes "it is generally accepted that 70 percent of all serious crime involves a motor vehicle, and law enforcement agencies across the United States acknowledge that license plates are critical crime-fighting tools used to track and identify...offenders." The process of identifying vehicles of interest involving violent crime has immense inherent value to the citizens of New Jersey. Automated License Plate Reader (ALPR) technology is currently used by law enforcement to fight violent crime by identifying stolen vehicles, vehicles associated with wanted individuals, vehicles with outstanding traffic offenses, and many other applications. One of the major benefits of ALPR's is the collection of data that can be mined during an investigation. In some law enforcement circles, this is being viewed with even greater interest than identification of known suspect vehicles. Under traditional methods, in a mobile setting a detective would typically check no more than 20 to 50 license plates in a standard 8-hour shift. In contrast, some ALPR's are capable of reading several hundred license plates *per hour*. One company (ELSAG North America) even claims their latest, most advanced model "captures up to 3,600 plate 'reads' per minute." Using an ALPR frees the detective to focus on his/her driving and look at other things

outside the vehicle, while automatically checking every vehicle he or she encounters; the system is limited only by the number of plates that are able to pass in front of the camera. Fixed location

ALPR cameras operate continually, and can be deployed in known high-crime areas, or in areas with high traffic throughput such as interstate overpasses. Known vehicles of interest can be brought to the attention of a detective via a software application in the vehicle, to a central dispatch location or emergency operations center, or sent to one or more individuals via email or text message. This automated, near real-time notification allows for quick decisions to be made relative to interdiction. The ALPR's will assist the Intelligence Section with investigations or initiatives aimed at reducing violent crime.

ALPR's can also prove to be beneficial because data, such as the date and time the license plate was read— in conjunction with the GPS coordinates of the vehicle bearing those plates— can be reviewed at a later time. This has the potential to lead to major breaks in an investigation. This is especially true if a license plate is not revealed to be of any relevance to an investigation until several months after it has been scanned and stored by an ALPR. Accordingly, the ALPR's can be of great assistance to investigating traditional crimes and assisting in our counter terrorism efforts.

Primary Goal(s), Objectives, and Action Strategy

- a. Project Goal(s)
 - Reduce the flow of illegal guns and narcotics into New Jersey, diminish gun violence in urban population centers, and utilize data in efforts to thwart terrorist attacks.
- b. Objectives
 - ALPR equipment will assist in the gathering of intelligence data to be used to further criminal investigations and conduct counter terrorism investigations.
 - ALPR equipment will be utilized to enhance surveillance efforts.
 - ALPR equipment will be utilized to enhance officer safety.
- c. Action Strategy

- Project Director, in cooperation with the Information Technology Bureau, to craft a Request for Proposal within the first three months of the award.
- Project Director, in cooperation with the Information Technology Bureau, to ensure a legal review of license plate reader technology is undertaken within the first six months of the award..
- Project Director, in cooperation with the Information Technology Bureau, to craft an Operations Instruction to provide protocols and guidance for usage of the license plate reader technology within the first nine months of the award.
- Project Director, in cooperation with the Information Technology Bureau, to establish training guidelines for the license plate reader technology as well as purchasing and receiving the equipment within the first twelve months of the award.
- Project Director, in cooperation with the Information Technology Bureau, to oversee the field implementation of the license plate reader technology within a year of the award.

Management Structure

- Detective I Dennis Talavera #5410,
Project Director
- Detective Sergeant First Class Cris McIlvaine #4202,
Assistant Project Director
- Information Technology Bureau personnel
- Intelligence Section enlisted personnel
- Intelligence Section civilian analysts

Evaluation

- Develop an accounting process to evaluate the impact the application of the license plate reader technology has on reducing violent crime and assisting with counter terrorism efforts.
- Identify areas of violent crime and potential acts of terrorism across the state and have analysts conduct bi-annual comparisons of all available statistical data to measure the achievement of the goals and objectives of this program.
- Bi -annually identify the number of surveillance man hours saved through the application of the license plate reader technology.

Grant # RJAG 1-2-09

Budget Detail Form

[illegible]

Applicant: New Jersey State PoliceGrant # RJAG 1-2-09

Budget Detail Form

COST ELEMENT	Federal Share	Match Share	Project Total
Live Scan Initiative			
B. Purchase of Services			
1. Contracting of Service Organizations and Associations (list each by type with fee basis and amount of time devoted).			\$0.00
2. Instructional costs for training seminars.			\$10,000.00
3. Other Costs for professional services, i.e., psychological/social services.			\$0.00
Total Purchase of Services			<u>\$10,000.00</u>
C. Travel, Transportation, Subsistence			\$0.00
Total Travel - 6099 -			<u>\$0.00</u>

Applicant: New Jersey State PoliceGrant # RJAG 1-2-09

Budget Detail Form

COST ELEMENT	Federal Share	Match Share	Project Total
Live Scan Initiative			
D. Consumable Supplies, Postage, Printing.			\$0.00
Total Consumable Supplies			
E. Facilities, Office Space, Utilities, Equipment Rental.			\$0.00
Total Facilities			<u>\$0.00</u>
F. Equipment List: (or explain in attached budget narrative)			
Automatic License Plate Readers 14 @ \$25,000.00 each			
Applicable Software 40000			
Total Equipment 390,000.00			<u>\$390,000.00</u>
G. Indirect Costs (Applies only to State Agency Grants)			\$0.00
Total Indirect Costs (@ _____ % rate)			
Total Project Costs			<u>\$400,000.00</u>

Automated License Plate Reader Technology

BUDGET NARRATIVE

1. SALARIES AND WAGES
2. PURCHASE OF SERVICES
\$10,000.00 estimated cost for consultant training/instruction
3. TRAVEL, TRANSPORTATION, SUBSISTENCE
4. CONSUMABLE SUPPLIES
5. FACILITIES, UTILITIES, AND EQUIPMENT RENTAL
6. EQUIPMENT
\$25,000.00 x 14 ALPR units = \$350,000.00
\$40,000.00 estimated cost for applicable software

Applicant Information Form

JAG Recovery Grant Program

Project Duration Period (when to when): October 1, 2009 - September 30, 2013		Grant No.: RJAG 1-2-09	
Official Name of Applicant Agency: New Jersey State Police			
Address: PO Box 7068			
City/State: West Trenton, New Jersey		Zip Code: 08628	County: Mercer
Implementing Agency (if different than applicant):			
Agency Website:		Fiscal Year Start Date:	Federal ID Number:
Charitable Registration Number (if non profit & not exempt):			
Have there been any findings filed against the agency in regard to its charitable status? ☐ Yes ☐ No If yes, please explain on a separate sheet.			
Name and Title of Chief Executive/Agency Director: Colonel Joseph Fuentes			
Street Address, City, State, Zip Code (if different from above): PO Box 7068 West Trenton, New Jersey 08628			
Telephone: (609) 882-2000	Ext. 6500	Email: LPP3190@gw.njsp.org	Fax:
Name and Title of Project Director: Tpr. I. Dennis Talavera			
Street Address, City, State, Zip Code (if different from above): PO Box 7068, Wes Trenton New Jersey 08628			
Telephone: (609) 882-2000	Ext. 2641	Email: lpp5410@gw.njsp.org	Fax: (609) 882-6242
Name and Title of Contact Person: Tpr. I. Dennis Talavera			
Street Address, City, State, Zip Code (if different from above):			
Telephone:	Ext.	Email:	Fax:
RECEIVED SEP 14 2009			
Name and Title of Chief Financial Officer: Captain Andrew Greaney			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 882-2000	Ext. 2558	Email: lpp4969@gw.njsp.org	Fax: (609) 883-2585
Name and Title of Fiscal Contact Person: Captain William Hower			
Street Address, City, State, Zip Code (if different from above):			
Telephone: (609) 882-2000	Ext. 6058	Email: lpp3977@gw.njsp.org	Fax: (609) 883-4267

STATE OF NEW JERSEY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT PROGRAM

APPLICATION AUTHORIZATION

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

License Plate Readers For Investigations Initiative

at an estimated total project cost of \$ 400,000 . Grant # RJAG 1-2-09

The undersigned agrees upon approval of this project on behalf of the unit of government, agency or non-profit organization, 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 to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), the Anti-Drug Abuse Act of 1986 and regulations, as amended, and the Omnibus Crime Control and Safe Streets Act of 1968 and regulations, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program, 42 U.S.C. §3750 *et seq.*, and regulations, as amended. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

This application consists of the following additional attachments for all applicants:

1. Program Narrative,
2. Project Budget,
3. Budget Narrative,
4. Certification of Equal Employment Opportunity Plan,
5. General Conditions & Assurances,
6. Grant Agreement Certification,
7. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements,
8. Resolution of Participation and Certification of Recording Officer, and
9. Federal Financial Accountability and Transparency Act Information Form.

RECEIVED

SEP 14 2009

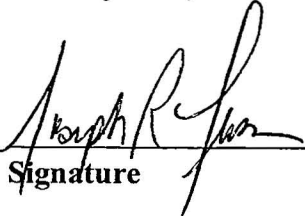
PROGRAM DEVELOPMENT SECTION

For nonprofit applicants, this application consists of the following additional attachments:

1. Proof of nonprofit status,
2. New Jersey Charitable Registration,
3. New Jersey Business Registration,
4. Applicable Licenses, Certifications and Permits,
5. Accounting System and Financial Capability Questionnaire,
6. Income Sources Form,

7. Applicable list of Officers/Directors/Trustees,
8. Mandatory Waiver from Local Units of Government, and
9. Single Audit, Form 990-Income Tax Return or audited financial statements.

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

Joseph R. Fuentes, Colonel
Printed Name

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

Governing Body

9-15-09

Date

Grant # RJAG 1-2-09

[JAGR rev'd 7/13/09]

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SEP 14 2009

PROGRAM DEVELOPMENT SECTION

STATE OF NEW JERSEY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that funds made available under the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Program (JAG Recovery) will not be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of grant funds, be made available for law enforcement activities.
2. The Subgrantee agrees to comply and assure the compliance of its contractors with the financial and administrative requirements set forth in the current edition of U.S. Department of Justice, Office of Justice Programs', OJP Financial Guide (available on the web at <http://www.ojp.usdoj.gov/financialguide/index.htm>) (OJP Financial Guide) and the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the Edward Byrne Memorial Justice Assistance Grant Program Act, 42 U.S.C. §3750 et seq., as amended, the current edition of the U.S. Department of Justice, Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1 as supplemented and amended; and all other applicable federal laws, OMB circulars, and regulations.
3. The Subgrantee agrees to comply with all requirements imposed by the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), New Jersey Attorney General, Department of Law and Public Safety (L&PS), and the Division of Criminal Justice (DCJ) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives and requirements (including licenses, certificates, permits and background checks) that are generally applicable to the activities in which the subgrantee is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
4. The Subgrantee assures 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 assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
5. The Subgrantee agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Subgrantee agrees to comply with provisions of the Hatch Act, the federal law which limit certain political activities of employees of a state or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal grants. 5 U.S.C. §1501-08 and §7324-28.
7. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs (OJP).
8. The Subgrantee understands and agrees to comply with the federal Executive Order 12549 on Debarment and Suspension, implemented at 28 C.F.R. Part 66.35, and state Executive Order 34 (1976), and state OMB 93-13-GSA circular letter regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
9. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
10. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
11. The Subgrantee agrees to give the United States General Accounting Office, DOJ, OJP, BJA, 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.
12. The Subgrantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. 4321, and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of

1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.

13. The Subgrantee agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. The Subgrantee agrees to assist DOJ, OJP, and BJA in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470; Executive Order 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.
15. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, BJA, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Administrative, Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Program Activities; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 46 and all Office of Justice Program Policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Flood plain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirement for Grants and Cooperative Agreements (including Subawards) with institutions of Higher Education, Hospitals and Non-profit Organizations.
16. The Subgrantee understands that OJP reserves the right to unilaterally terminate this award, without penalty for a violation of the Trafficking Victims Protection Act 2000, 22 U.S.C. §7104(g), as amended. The Award Terms in 2 C.F.R. §175.15(b) are incorporated herein. Federal funding recipients or their employees may not engage in trafficking in persons, procure a commercial sex act or used forced labor in the performance of this award.
17. The Subgrantee agrees to comply and assure the compliance of its contractors, with any applicable statutorily imposed non-discrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c); the

Victims of Crime Act, 42 U.S.C. §10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. §5672(b); the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000d et seq.; the Rehabilitation Act of 1973, as amended; 29 U.S.C. §794, the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12131-34; the Education Amendments of 1972, 20 U.S.C. §1681, 1683, 1685-86; the Age Discrimination Act of 1975, 42 U.S.C. §6101-07; the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. §12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. §290 dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 39; and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

18. 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, it will forward a copy of the finding to OJP's Office for Civil Rights and DCJ.
19. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 C.F.R. § 42.301 et seq., it will maintain a current one on file, and where the proposed subgrant is for \$500,000 or more (or receives an aggregate of \$1,000,000 in federal grant funds in an 18-month period), the Subgrantee will provide a copy of the EEO to OJP's Office for Civil Rights.
20. The Subgrantee acknowledges that failure to submit an acceptable EEO (if required to submit pursuant to 28 C.F.R. §42.302), that is approved by the Office of Civil Rights, OJP, is a violation of its General Conditions and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice (DOJ) grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOJ funded program, and participation in such

activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faithbased organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

22. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under the program(s). National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
23. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by BJA in the program guidance for the Edward Byrne Memorial Justice Assistance Grant Program, and as required by L&PS and DCJ.
24. The Subgrantee agrees that DOJ, OJP, BJA, 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.
25. The Subgrantee assures that it shall submit one (1) copy of all reports and proposed publications resulting from funding under this grant, sixty (60) days prior to public release. The Subgrantee agrees that any written, visual, or audio publications, with the exception of press releases, whether published at the Subgrantee's or government's expenses, shall contain the following statement:

"This project was supported by Grant Number _____ (if applicable, contact grant analyst for Grant Number) awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

The Subgrantee agrees to follow the current edition of the OJP Financial Guide for allowable printing activities.

26. The Subgrantee agrees to assist the Bureau of Justice Assistance (BJA) in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the Subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the Subgrantee agrees to contact BJA.

The Subgrantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The Subgrantee further understands and agrees to the requirements for implementation of a Mitigation Plan for programs relating to methamphetamine laboratory operations.

27. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. §3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. The Subgrantee agrees to use the National Information Exchange Model (NIEM) specifications and guidelines for this subgrant available at <http://www.niem.gov/> to support public safety and justice information sharing. The Subgrantee agrees to publish and make available without restriction all schemas (extensions, constraint, proxy) generated as a result of this subgrant to the component registry as specified in the guidelines.

29. To avoid duplicating existing networked or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Subgrantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
30. If a project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to L&PS and DCJ of the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to L&PS and DCJ explaining the implementation delay. Upon receipt of the 90-day letter, L&PS and DCJ may cancel the project and request the federal agency approval to redistribute the funds to other project areas. L&PS and DCJ may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.
31. Subgrantee agrees, to the greatest extent practicable, that all equipment and products purchased with grant funds should be American made.
32. Pursuant to Executive Order 13043, 62 Fed. Reg. 19217 (1997), each recipient agency of Federal contracts, subcontracts, and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles.
33. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of federal funds to verify that persons employed by the recipient are eligible to work in the United States.
34. The Subgrantee 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, et al., and P.L. 1975, c. 127, as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
35. 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.
36. The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable and, in addition, if the Subgrantee's program is deemed a priority by the New Jersey Attorney General. A failure of the Department

to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department 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 the Department beyond the duration of the award period set forth in the Grant/Loan Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant/Loan Agreement.

37. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP Financial Guide, Part III Chapter 4: Program Income, and as applicable, either (1) 28 C.F.R. part 66 or (2) 28 C.F.R. part 70 and federal OMB Circular A-110, on the use, disposition, accounting and reporting for program income. (The use of program income must be shown on the detailed cost statements). State 07-05-OMB Circular defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
38. If applicable, the Subgrantee agrees that it will deposit advances of state grants in interest bearing accounts.
39. The Subgrantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting and bank account records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.
40. 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.
41. 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 Financial Guide, Part III Chapter 19, 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.

42. 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-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to the OJP Financial Guide, Part III Chapter 7: Allowable Costs, and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
43. The Subgrantee agrees that property furnished by L&PS or acquired in whole or in part with federal or L&PS funds or whose cost was charged to a project supported by federal or L&PS funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements.
44. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee 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.
45. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic progress 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.
46. Unless otherwise directed by DCJ, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records is started before the end of the seven year period.
47. 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 Division of Criminal Justice (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. If the revision requested will result in a change to the Subgrantee's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subgrantee's request.
48. 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.
49. 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.
50. 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.
51. 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.

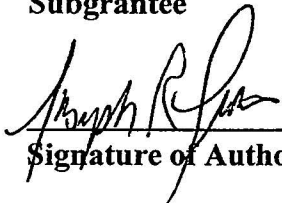
52. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
 - i. Has a history of unsatisfactory performance.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to 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. 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. Additional project monitoring.
 - v. Requiring the Grantee to 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 L&PS and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
53. 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.
54. The Subgrantee understands and agrees that persons performing services in connection with a subgrant 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.
55. 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 American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Program and all other applicable federal and state laws, regulations, and guidelines.

New Jersey State Police
Subgrantee


Signature of Authorized Official

Joseph R. Fuentes
Printed Name of Authorized Official

Grant # RJAG 1-2-09

Colonel
Title of Authorized Official
(Freeholder-Director, County
Executive, Agency Head, President,
Chairman of the Board)

9-15-09
Date

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SEP 14 2009

[JAGR rev'd 7/23/09]

PROGRAM DEVELOPMENT SECTION

STATE OF NEW JERSEY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

RECOVERY ACT CONDITIONS

1. The Subgrantee agrees to comply and assure the compliance of its contractors with all applicable provisions of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) ("ARRA" or "Recovery Act"), as amended.
2. The Subgrantee as a recipient of Recovery Act funds understands and agrees that all other terms and conditions contained in this grant, or in applicable Office of Justice Programs (OJP) grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 requirements. The Subgrantee is responsible for contacting its program analyst for any needed clarifications.
3. The Subgrantee understands and agrees that DOJ (including OJP and the Office of the Inspector General, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor. The Subgrantee also understands and agrees that DOJ and GAO are authorized to interview any officer or employee of the Subgrantee (or of any subrecipient, vendor, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
4. The Subgrantee understands and agrees that awards under the Recovery Act may be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.
5. The Subgrantee agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.) Accordingly, the accounting systems of the Subgrantee and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.
6. The Subgrantee agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.
7. The Subgrantee agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The Subgrantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients.

8. The Subgrantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
9. The Subgrantee agrees to work with the New Jersey Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) to ensure that, no later than the due date of the Subgrantee's second monthly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.
10. The Subgrantee will comply with Recovery Act requirements to post transactions:
 - a. The Subgrantee agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 C.F.R. 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
 - b. The Subgrantee agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Subgrantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.
 - c. The Subgrantee agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a Subgrantee awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
 - d. The Subgrantee agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the Subgrantee SEFA described above. This information is needed to allow the Subgrantee to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.
11. The Subgrantee agrees to comply with the Recovery Act's Section 1512 Reporting and Registration Requirements:
 - a. This award requires the Subgrantee to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

- b. The reports by the 7th day of the following month after the Subgrantee receives the assistance award funded in whole or in part by the Recovery Act.
 - c. Subgrantees and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
 - d. The Subgrantee shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided by L&PS and DCJ.
12. The Subgrantee understands that section 1512(c) of the Recovery Act provides as follows:
- a. Recipient Reports- By the 7th day of the following month, each recipient that received recovery funds shall submit a report to that agency that contains:
 - i. the total amount of recovery funds received from that agency;
 - ii. the amount of recovery funds received that were expended or obligated to projects or activities; and
 - iii. a detailed list of all projects or activities for which recovery funds were expended or obligated, including:
 - (1) the name of the project or activity;
 - (2) a description of the project or activity;
 - (3) an evaluation of the completion status of the project or activity;
 - (4) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
 - (5) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
 - iv. Detailed information on any subcontracts or subgrants awarded by the Subgrantee to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
13. The Subgrantee must promptly refer to DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:
- | | |
|---|--|
| mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W., Room 4706
Washington DC 20530 | e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish) |
|---|--|
- For additional information visit DOJ OIG's website at www.usdoj.gov/oig.

14. The Subgrantee recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.
15. The Subgrantee agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
16. The Subgrantee agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the Subgrantee decide to use funds for infrastructure investment subsequent to award, the Subgrantee must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the Subgrantee shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.
17. The Subgrantee understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the Subgrantee provides advance written notification to L&PS and DCJ and receives prior approval from the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been: (1) Processed into a specific form and shape; or (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims' shelters, police facilities, or other similar projects will likely trigger this provision.

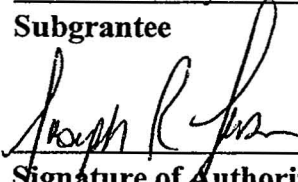
18. The Subgrantee agrees to comply with federal wage rate requirements under Section 1606 of the Recovery Act:
 - a. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
 - b. For additional guidance on the wage rate requirements of section 1606, contact BJA. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
19. The Subgrantee understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Subgrantee agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the Subgrantee plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The Subgrantee also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
20. The Subgrantee 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 federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
21. The Subgrantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

22. The Subgrantee acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. A failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to: (a) preclusion from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Program and all other applicable federal and state laws, regulations, and guidelines.

New Jersey State Police
Subgrantee


Signature of Authorized Official

Joseph R. Fuentes
Printed Name of Authorized Official

Grant # RJAG 1-2-09

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

9-15-09
Date

[JAGR rev'd 8/21/09]

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SEP 14 2009

PROGRAM DEVELOPMENT SECTION

STATE OF NEW JERSEY
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009:
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT PROGRAM

GRANT AGREEMENT CERTIFICATION

I, Joseph R. Fuentes, am eighteen years of age or older, and certify:
(Name)

1. I am Colonel of the New Jersey State Police
(Title) (Name of agency)

, hereafter referred to as the "Subgrantee."
receiving grant funds)

2. I am submitting this certification in conjunction with the provision of grant funds in the
amount of \$400,000 to the Subgrantee by the Division
(Dollar amount of funds)

of Criminal Justice under the American Recovery and Reinvestment Act of 2009: Edward Byrne
Memorial Justice Assistance Grant Program.

3. In making this certification, I understand that the Division of Criminal Justice will rely
upon the statements made herein in the processing of this application and with the provision of
the above grant funds.

4. I have reviewed the contents of the application which have been submitted by the
Subgrantee for funding and hereby certify that the factual statements and data set forth in the
application and attachments are true to the best of my knowledge and belief.

5. 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 Subgrantee's legal counsel as I have considered appropriate or necessary in this regard.

6. I further certify that I will ensure that the Subgrantee will utilize the funds provided by the Division of Criminal Justice to carry out the programs and activities specifically described in the application.

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

8. I certify that the Subgrantee does not intend to use any portion of any funds received under this Recovery Act Grant Program for any infrastructure investment. Should this intention change, the Subgrantee will promptly notify Department of Justice, Office of Justice Programs (OJP), and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act Program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

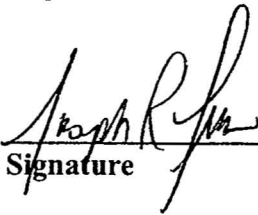
9. I have personally read and reviewed the section entitled American Recovery and Reinvestment Act of 2009 Mandatory Requirements” and “Reporting Procedures: Recovery Act Reporting” in the Program Administration and Funding Guidelines for the State of New Jersey, JAG Recovery Grant Program. I have also read and reviewed section 1512(c) of the American

Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. (Included in Appendix VI).

10. I agree that the Subgrantee will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act Grant Program identified above.

11. 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.

12. I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.


Signature

Joseph R. Fuentes
Printed Name

Governing Body/Agency

Colonel
Title

9-15-09
Date

Grant # RJAG 1-2-09

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PROGRAM DEVELOPMENT SECTION

[JAGR rev'd 8/13/09]

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

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PROGRAM DEVELOPMENT SECTION

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

New Jersey State Police

P.O. Box 7068 West Trenton, New Jersey 08628

2. Application Number and/or Project Name:

License Plate Readers for Investigations Initiative

3. Grantee IRS/Vendor Number EIN 216006929

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4. Type/Print Name and Title of Authorized Representative

PROGRAM DEVELOPMENT SECTION

Colonel Joseph R. Fuentes



5. Signature

9-15-09

6. Date

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.
OFFICE OF JUSTICE PROGRAMS BJA NIJ OJJDP BJS OVC

CERTIFICATION FORM

Recipient Name and Address: New Jersey State Police P.O. Box 7068 West Trenton, New Jersey 08628

Grant Title: License Plate Readers for Investigations Grant Number: RJAG 1-2-09 Award Amount: \$400,000

Contact Person Name and Title: Colonel Joseph R. Fuentes Phone Number: (609) 882-2000

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. Please check all the boxes that apply.

- | | |
|--|---|
| ☐ Recipient has less than 50 employees, | ☐ Recipient is an Indian tribe, |
| ☐ Recipient is a non-profit organization, | ☐ Recipient is an educational institution, or |
| ☐ Recipient is a medical institution, | ☐ Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title

Signature

Date

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Colonel Joseph R. Fuentes [responsible official], certify that the New Jersey State Police [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Recruiting & Equal Opportunity Bureau [organization], at PO Box 7068 West Trenton, New Jersey 08628-0068 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Joseph R. Fuentes, Colonel

Print or type Name and Title

Signature

9-15-09

Date

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