

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 134-2024

TITLE: A RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF CORRECTIONS IN THE AMOUNT OF \$100,000 FOR THE FY23 NEW JERSEY LOCAL, EMPOWERED, ACCOUNTABLE AND DETERMINED (NJLEAD) REENTRY INITIATIVE, CATEGORY A: REINTEGRATION SERVICE COORDINATION IN URBAN COMMUNITIES IN NEW JERSEY

WHEREAS, the New Jersey Department of Corrections offers the New Jersey Locally Empowered Accountable and Determined (NJLEAD) grant; and

WHEREAS, the City of Orange Township recognizes the need for re-entry services in the City of Orange Township; and

WHEREAS, the City of Orange Township further recognizes that it is incumbent upon the Orange Police Department to staff and maintain an adequate number of people dedicated to serving individuals returning home to the City of Orange Township; and

WHEREAS, the City of Orange Township has completed and submitted an application from the New Jersey Department of Corrections for the NJLEAD grant; and

WHEREAS, the City of Orange Township has received an award notification from the New Jersey Department of Corrections to fund two (2) part-time Re-Entry Coordinators positions through the 2023-2024 NJLEAD grant program for one year in the budgeted amount of \$72,000; and

WHEREAS, the City of Orange Township has received an award notification from the New Jersey Department of Corrections to fund employment and training for residents returning home \$28,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange Township that the City Council has authorized the application and acceptance of funds for the 2023-2024 New Jersey Department of Corrections NJLEAD grant program.

Adopted: **March 5, 2024**

Joyce Lanier
Municipal Clerk

Tency Eason
Council President


A. W. BROWN



**NEW JERSEY DEPARTMENT OF CORRECTIONS
SUBAWARD CONTRACT**

PROJECT TITLE		SUBAWARD AMOUNT	
FY 2023 New Jersey Local, Empowered, Accountable, and Determined (NJLEAD) Reentry Initiative, Category A: Reintegration Service Coordination in Urban Communities in New Jersey		STATE	\$100,000
IMPLEMENTING AGENCY NJ Department of Corrections		MATCH	\$ No Match
SUBRECIPIENT City of Orange		TOTAL	\$100,000
STATE ACCOUNT NO. FY23-100-026-7025-346		DATE OF AWARD January 1, 2023	

In accordance with the provisions of P.L. 2009 c. 329, (C.30:1B-6.2), P.L. 2007, c. 327 (C.2A:168A-7, and P.L. 1968, c. 282 (C.2A:168A-1 et seq.) and based on the program application, the Department of Corrections hereby awards to the above-named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

The subaward is subject to all applicable federal and state statutes and the requirements set forth in the general conditions, special conditions, approved budget, application authorization, and certifications attached to this program. The subaward is also subject to all applicable federal, state, and local financial accounting requirements, including the filing of single audits as required by 2 C.F.R. Part 200.500 et seq. and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). Lastly, this Subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds.

FOR THE SUBRECIPIENT

Chris Hartwyk
Signature of Authorizing Official

Chris Hartwyk Business Administrator
Typed Name and Title of Authorizing Official

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF CORRECTIONS

Commissioner or Designee

Date

Subaward Number: NJLEAD-Cat A-23-01

Subaward Period: January 1, 2023 – June 30, 2024

Subrecipient Fiscal Year Start Date: July 1

Date Application Received: November 15, 2022

**STATE OF NEW JERSEY
DEPARTMENT OF CORRECTIONS**

**FY 2023 New Jersey Local, Empowered, Accountable, and Determined (NJLEAD)
Reentry Initiative
Category A
Reintegration Service Coordination in Urban Communities in New Jersey**

General Conditions

1. **Legal Authority for the Application:** The Sub-recipient agrees that it possesses legal authority to apply for the FY 2023 New Jersey Local, Empowered, Accountable, and Determined (NJLEAD) Reentry Initiative, Category A: Reintegration Service Coordination in Urban Communities in New Jersey; 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 Sub-recipient 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. **Prohibition Against Personal Enrichment:** The Sub-recipient 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. **Prohibition Against Conflicts of Interests:** The Sub-recipient 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.
4. **Compliance with State and Federal Laws:** The Sub-recipient agrees to comply with all requirements imposed by the Department of Corrections (DOC) concerning special requirements of all federal, State, municipal laws and regulations and Department of Treasury, State Circular Letters (State Circulars) generally applicable to the activities in which the Sub-recipient is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
5. **Anti-Discrimination/Affirmative Action:** The Sub-recipient assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Findings of Discrimination:** The Sub-recipient 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 Sub-recipient will forward a copy of the finding to DOC.
7. **Debarments and Suspensions:** The Sub-recipient understands and agrees to comply with state Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Sub-recipient will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
8. **Financial Management System:** The Sub-recipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Sub-recipient 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 Sub-recipient shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide adequate source documentation for financial records.
9. **Accounting Records:** The Sub-recipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Sub-recipient in accordance with the provisions of the grant subject to such conditions as DCJ may prescribe.
10. **Audit Requirements:** The Sub-recipient agrees to comply with State Circular Letter Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Sub-recipient agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Sub-recipient immediately will report to DCJ any changes in its fiscal year.
11. **Data Collection and Reporting Requirements:** The Sub-recipient agrees to provide information required for any reporting, data collection, and evaluation conducted by DOC and the State of New Jersey. The Sub-recipient also agrees that it will submit timely reports, including programmatic and financial reports, as DOC may require. If reports are not submitted as required, DOC may, at its discretion, request a return of funds on this grant. The State of New Jersey may, at its discretion, withhold payments to the Sub-recipient on this or any grant with other State agencies until the required reports have been submitted.
12. **Budget Revisions/Grant Extensions:** The Sub-recipient agrees to report any Budget Revisions as follows:
 - a. Deviations in excess of **\$500** from the approved budget in the grant period require prior approval via DOC Grant Budget Revision Extension Request Form. Sub-

recipient should be aware that approved budget revisions may result in the imposition of additional special conditions.

- b. DOC may request changes in the scope of services of the Sub-recipient to be performed hereunder. Such changes, which are mutually agreed upon by and between DOC and the Sub-recipient must be incorporated in written amendments to this grant.
 - c. If the Sub-recipient is making program expenditures at a rate which, in the judgment of DOC, will result in substantial failure to expend the grant amount, DOC may so notify the Sub-recipient. If, after consultation, the Sub-recipient is unable to develop to the satisfaction of DOC a plan to rectify its low level of program expenditures or grant services, DOC may upon thirty (30) days' notice to the Sub-recipient, 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 Sub-recipient's budget and shall establish the committed level of expenditures for the program element of the grant at the reduced grant amount. If such a determination is made by DOC subsequent to the awarding of the grant and the funds already received by the Sub-recipient, the remaining amount will be remitted to DOC.
 - d. The Sub-recipient agrees that should circumstances affecting the grant-funded project change it will immediately contact DOC 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 DOC via a DOC Grant Budget Revision Extension Request Form.
13. **Access to Records:** The Sub-recipient agrees to give the New Jersey Attorney General, and DOC 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 Sub-recipient's operations. DOC reserves the right to have access to all work papers produced in connection with audits made by the Sub-recipient or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Sub-recipient to perform such audits.
14. **Records Retention:** Unless otherwise directed by DOC, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven year period.
15. **Grant Fund Availability:** Sub-recipient recognizes and agrees that the provision of funding under this grant is expressly dependent upon the availability to DOC of funds appropriated by the State Legislature from State revenue or such other funding sources as may be applicable. A failure of DOC 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 DOC or an event of default under the agreement and DOC 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 DOC 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 DOC to expend funds beyond the termination date set in the grant agreement.

16. **Subcontracts and Assignments:** The Sub-recipient may subcontract any of the work or services covered by this grant as specified in their application, and within the scope as may be provided for in this grant or with the express written approval of DOC. No rights or obligations of the Sub-recipient under this sub-grant, in whole or part, may be assigned to another entity for any reason without the prior written approval of DOC. The Sub-recipient may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
17. **Failure to Comply with Award Conditions:** If the Sub-recipient 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 Sub-recipient agrees that DOC 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 Sub-recipient 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 Sub-recipient's program.
 - d. 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.
 - e. Take other remedies that may be legally available.
18. **Grant Termination:** When the Sub-recipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Sub-recipient agrees that DOC may suspend the grant and withhold further payments; prohibit the Sub-recipient from incurring additional obligations of grant funds pending corrective action by the Sub-recipient; or decide to terminate the grant in accordance with the below paragraph. DOC shall allow all necessary and proper costs, which the Sub-recipient could not reasonably avoid during the period of suspension, provided they meet State requirements.
19. **Grant Termination – Notification and Due Process:** The Sub-recipient agrees that DOC may terminate the grant in whole or in part whenever it is determined that the Sub-recipient has failed to comply with the conditions of the grant. DOC shall notify the Sub-recipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Sub-recipient or recoveries by DOC under the grant terminated shall be in accord with the legal right and liability of the parties. In taking an enforcement action, DOC may provide the Sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Sub-recipient is entitled under any statute or regulation applicable to the action involved.

20. **Mutual Termination of the Grant:** DOC and the Sub-recipient 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 Sub-recipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
21. **Termination of the Grant for Convenience:** DOC may terminate this grant for convenience, upon 60 days written advance notice to the Sub-recipient, for any reason whatsoever, including lack of funding available to DOC. Upon receipt of a notice of termination for convenience, the Sub-recipient shall cease incurring additional obligations of grant funds. However, DOC shall allow the Sub-recipient to incur all necessary and proper costs which the Sub-recipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
22. **High Risk Sub-recipients:** The Sub-recipient agrees that under certain instances it may be considered "High Risk":
- a. If DOC determines that a Sub-recipient:
 - i. Has a history of unsatisfactory performance.
 - ii. Has not filed its financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - iii. Is not financially stable.
 - iv. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - v. Has not conformed to terms and conditions of previous awards.
 - vi. Is otherwise not responsible; and 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 Sub-recipient is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Sub-recipient 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 Sub-recipient obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Sub-recipient's program.

- viii. Require return of funds awarded for the program.
- c. If DOC decides to impose such special conditions, DOC will notify the Sub-recipient 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 DOC and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.
23. **Corruption of Public Resources Act:** The Sub-recipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Sub-recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from state grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
24. **Prohibition Against State Employee Status:** Sub-recipient understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
25. **Indemnification:** The Sub-recipient agrees that it shall be solely responsible for and shall defend, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Sub-recipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Sub-recipient'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 Sub-recipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Sub-recipient. The Sub-recipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Sub-recipient'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.

Program Specific Special Conditions

1. The Sub-recipient understands that funding for the FY 2023 New Jersey Local, Empowered, Accountable, and Determined (NJLEAD) Reentry Initiative, Category A: Reintegration Service Coordination in Urban Communities in New Jersey is a one-time distribution of funding. The Sub-recipient accepts this award on the condition that if sufficient funds are not available, the Sub-recipient may not receive its entire state award.
2. **No Cost Extension:** A No Cost Extension of NJLEAD FY 2023 State funding has not yet been approved by the New Jersey Department of the Treasury, Office of Management and Budget. Should an extension to the grant period be approved, as a Sub-recipient organization, and provided you are in good standing with all required programmatic and fiscal requirements, you will be informed and given the information needed to request an extension to expend and obligate your Sub-grant award. All General Conditions and Program Specific Special Conditions will remain in force through any extended grant period date. Any NJLEAD funds awarded to the Sub-recipient that are not spent by the end of the extended forty-five (45) day grant liquidation period will be due back to the State of New Jersey. Signature on the Certification page of this document by the Sub-recipient organization signifies acceptance of and adherence to an extension clause of this Agreement.
3. **Continuation Funding:** Continuation Funding of NJLEAD FY 2023 State funding has not yet been approved by the New Jersey Department of the Treasury, Office of Management and Budget. Should an extension to the grant period be approved, as a Sub-recipient organization, and provided you are in good standing with all required programmatic and fiscal requirements, you will be informed and given the information needed to request additional funding for a new project under your current Sub-grant award. All General Conditions and Program Specific Special Conditions will remain in force through any extended grant period date. Any additional NJLEAD funds awarded to the Sub-recipient that are not spent by the end of the Continuation Funding fifteen (15) day grant liquidation period will be due back to the State of New Jersey. Signature on the Certification page of this document by the Sub-recipient organization signifies acceptance of and adherence to an extension clause of this Agreement.
4. The Sub-recipient agrees that the NJLEAD FY 2023 State funding has been approved by the New Jersey Department of the Treasury, Office of Management and Budget as quarterly reimbursements of grant funding. The Sub-recipient will provide their organization's NJSTART vendor information and bank account information to the NJDOC Office of Financial Management (OFM) for the disbursement of grant funding as determined by OFM and Grant Management Unit (GMU).
5. The Sub-recipient agrees that all grant expenditures will be made only for NJLEAD resources that are consistent with the provisions of N.J.A.C. 30:1B-6.2, 2A:168A-7, and 2A:168A-1, et seq., and for NJLEAD resources that are approved under the grant.

6. **Budget and Budget Narrative:** The Sub-recipient agrees that the project budget will include all anticipated expenditures on participant-related reintegration services. All budgets must allocate service gap dollars to support emergency reentry needs and family engagement and reintegration events in the community. The Reintegration Coordinator's salary shall be proportionate to the total budget request. Indirect Costs cannot be more than 10% of the grant amount awarded. Indirect Costs may include marketing materials, flyers, brochures, and video production specific to the NJLEAD initiative. If the budget includes planned consultant/contracted services, an explanation of the consultants' existing relationship with the applicant will be included and forwarded to NJDOC. The budget will not include the following costs: Mortgage costs, Building Improvements, and Fringe Benefits for part-time employees.
7. The Sub-recipient agrees to follow all applicable requirements and procedures as required by the Department of Corrections (DOC), the State of New Jersey, and as outlined in the notification, application, award, and other letters sent to the Sub-recipient which are hereby incorporated by reference. The Sub-recipient also agrees to follow all applicable requirements and procedures as required by statute, N.J.S.A. 30:1B-6.2, 2A:168A-7, and 2A:168A-1, et seq.
8. The Sub-recipient agrees to provide timely and accurate monthly Programmatic Narrative reports and Detailed Cost Statements (DCSs) during the grant period as follows: 2/1 – 2/28/2023; 3/1 – 3/31/2023; 4/1 – 4/30/23; 5/1 – 5/31/2023; 6/1 – 6/30/2023; 7/1 – 7/31/2023; 8/1 – 8/31/2023; 9/1 – 9/30/2023; 10/1 – 10/31/2023; 11/1 – 11/30/2023; 12/1 – 12/31/2023; 1/1 – 1/31/2024; 2/1 – 2/29/2024; 3/1 – 3/31/2024; 4/1 – 4/30/24; 5/1 – 5/31/2024 and 6/1 – 6/30/2024, as well as one Final Programmatic Narrative report and DCS. All monthly reports will be due by the 5th of the month after the report month end. The Final reports will be due on 7/15/2024 in accordance with a 15-day grant closeout period.
9. The Sub-recipient agrees that after the closeout period submission to the NJDOC and review of the Final Detailed Cost Statement (DCS) by the NJDOC, Grants Management Unit, they will adhere to the return of any and all of their organization's unexpended FY 2023 NJLEAD Grant funding to the NJDOC OFM according to the instructions and process as set forth per State of New Jersey requirements.
10. The Sub-recipient agrees that only their employees who(m) are NJLEAD 100% grant-funded personnel will be eligible as allowable costs for Fringe Benefits under FY23 NJLEAD funding. The Sub-recipient acknowledges the Fringe Benefits costs for their employees working Part-time, or whose activities represent less than 100% of their Full-time wages, are the responsibility of the Sub-recipient organization, and are not allowable expenditures for the purposes of FY23 NJLEAD funding. The Sub-recipient agrees to provide NJDOC all reporting and documentation for NJLEAD employee(s) fiscal expenditures and employee(s) time certifications and monthly reporting per NJLEAD grant requirements.

11. The Sub-recipient certifies their organization will attend a minimum of 60% percent of all NJDOC NJLEAD Reentry Information Fairs at various facilities throughout the State during the NJLEAD grant period. Of these mandatory events attendances, the Sub-recipient certifies they will attend a minimum of one (1) event at each of the designated facilities.

CERTIFICATION

I certify that the programs proposed in the applicant's application meet all the requirements of the FY 2023 New Jersey Local, Empowered, Accountable, and Determined (NJLEAD) Reentry Initiative, Category A, Reintegration Service Coordination in Urban Communities in New Jersey; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

City of Orange
Sub-recipient Agency

Grant # NJLEAD-Cat A-23-01

Chris Hartwyk, Business Administrator
Printed Name of Chief Executive Officer

Chris Hartwyk
Signature of Chief Executive Officer

5/31/23
Date