

RESOLUTION NO. 2022-556

A RESOLUTION AUTHORIZING A GRANT AGREEMENT
WITH THE VINELAND REVOLVING LOAN FUND, LLC
FOR PAYROLL PROCESSING FOR THE CORPORATION
FOR C.Y. 2023.

WHEREAS, the City of Vineland desires to continue services provided to Vineland Revolving Loan Fund, LLC for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the Vineland Revolving Loan Fund LLC agrees to provide funding through a grant award in the amount of \$20,950.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Loan Fund for said period; and

WHEREAS, the City agrees to utilize the funding provided to process the Loan Fund's payroll based upon the Loan Fund's budget for said employee(s) and other related costs such as taxes and pension benefits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and City Clerk are hereby authorized and directed to execute an agreement with the Vineland Revolving Loan Fund, LLC accepting funding through a grant award in the amount of \$20,950.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Loan Fund for the period January 1, 2023 through December 31, 2023.

Adopted:

President of Council

ATTEST:

City Clerk

CONTRACT AGREEMENT

BY AND BETWEEN
THE CITY OF VINELAND
AND
VINELAND REVOLVING LOAN FUND, LLC

THIS AGREEMENT, entered into as of this _____ day of _____, 2023, by and between the CITY OF VINELAND, NEW JERSEY, hereinafter sometimes called "City", and the VINELAND REVOLVING LOAN FUND, LLC, hereinafter sometimes called "Loan Fund;"

WITNESSETH THAT:

WHEREAS, the parties desire to enter into an agreement providing for the payment of the salaries and wages and associated fringe benefits of employee(s) of the Loan Fund effective January 1, 2023; and

WHEREAS, the funding as identified in this Agreement is for the specific purpose of meeting budgeted items of expense as identified on Exhibit "A " attached hereto and made a part hereof;

NOW, THEREFORE, THE PARTIES TO THE CONTRACT DO MUTUALLY AGREE TO THE FOLLOWING:

1. The Vineland Revolving Loan Fund, LLC agrees to provide funding through a grant award in the amount of \$20,950.00 to the City to cover the salaries and wages and associated fringe benefits of employee(s) of the Loan Fund for the period January 1, 2023 through December 31, 2023. The City agrees to utilize the funding provided to process the Loan Fund's payroll based upon the Loan Fund's budget for said employee(s) and other related costs such as taxes and pension benefits, as shown on Exhibit "A" attached hereto.
2. The Loan Fund assumes the duties and responsibilities as Appointing Authority for its employees. The care and custody of Loan Fund personnel records is the responsibility of the Loan Fund as Appointing Authority. The City shall maintain informational files only.
3. The Loan Fund is responsible for implementation of employee policies of the Loan Fund including vacation, personal and sick days and for certifying the earned and eligible time of employees and informing the Personnel Office of such. The Loan Fund shall furnish a complete set of its policies to the City of Vineland. Receipt of policies is necessary to insure that the payroll is processed according to said policies (i.e. sick leave, vacation schedules, etc.).
4. If applicable, the Loan Fund shall be responsible for advising the Personnel Office of the City in a timely manner of an employee who is eligible for pension enrollment, holding the City harmless for any errors or delays in such notification to the Personnel Office.
5. The Loan Fund shall obtain its own insurance coverage, including but not limited to: General Liability, Automobile Insurance, Workers Compensation, Disability Insurance, etc.
6. Any penalties as a result of errors or omissions by the Loan Fund shall be the sole responsibility of the Loan Fund. Any over-expenditure or retroactive pay requirement shall also be the responsibility of the Loan Fund.
7. If the payroll is presented with any inconsistencies with said policies, the payroll will be disallowed for processing until resolved to the satisfaction of the City.

8. The Loan Fund agrees to hold the City harmless from any errors in or delays in time documentation required for appropriate processing of either wages or benefits.
9. Upon the expiration of this agreement, the City shall transfer to the Loan Fund any funds on hand at the time of expiration and any accounts receivable attributable to the use of the funds granted hereunder.
10. Notices pursuant to this Agreement shall be given in writing by ordinary mail to the parties at the following addresses:

A. If to the City, c/o:

Robert E. Dickenson, Jr., Business Administrator
City of Vineland
City Hall
P. O. Box 1508
640 E. Wood Street
Vineland, New Jersey 08360-1508

B. If to the Loan Fund, c/o:

Sandy Forosisky, Economic Development Director
City of Vineland
City Hall
P. O. Box 1508
640 E. Wood Street
Vineland, New Jersey 08360-1508

C. Or to such other address as the parties may hereafter designate by notice given in accordance with the terms and conditions of this Section.

IN WITNESS WHEREOF, the City of Vineland and the Loan Fund have executed this Agreement as of the date and year first above written.

CITY OF VINELAND

By _____
Mayor

ATTEST:

City Clerk

VINELAND REVOLVING LOAN
FUND, LLC

By _____

ATTEST:

CY 2023 Grants to the City of Vineland

Grants	CY 2022 Budget	CY 2023 Budget
Economic Development	\$ 806,626.00	\$ 590,888.00
Enterprise Zone Development Corporation Millville	\$ 62,803.00	\$ 20,950.00
Vineland Marketing	\$ 150,000.00	\$ 150,000.00
Vineland Downtown Improvement District	\$ 100,000.00	\$ 100,000.00
Total - Expenses	\$ 1,119,429.00	\$ 861,838.00

Revised
1-20-22