

RESOLUTION NO. 2024-641

RESOLUTION APPROVING A GRANT IN THE AMOUNT OF \$150,000.00 TO VINELAND CODE BLUE TO FIT OUT 726 E. WOOD STREET FOR THE PURPOSE OF PROVIDING COMMUNITY SERVICES TO AT RISK POPULATIONS.

WHEREAS, Code Blue requires participating municipalities to provide, among other things, community services to at-risk individuals when a County's Office of Emergency Management issues a Code Blue alert;

WHEREAS, the City of Vineland is a participating municipality and has available \$150,000.00 in funding through the American Rescue Plan State and Local Fiscal Recovery Fund which can be used to provide community services to at-risk individuals and which needs to be allocated in calendar year 2024.

WHEREAS, on August 23, 2024 the City of Vineland purchased 726 E. Wood Street for the purpose of helping the City provide community services to at-risk individuals when a Code Blue Alert is issued.

WHEREAS, 726 E. Wood Street requires renovations for the purpose of bringing the property up to the standards imposed by Code blue and/or other regulations.

WHEREAS, Vineland Code Blue is a nonprofit organization, organized and existing for among other things, the purpose of providing community services to at risk populations during Code Blue alerts.

WHEREAS, it is anticipated that the City will be entering into a formal agreement with Vineland Code Blue to provide community services at 726 E. Wood Street to at risk populations during Code Blue alerts.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Vineland hereby approves and awards a grant of \$150,000.00, from funds allocated to the City through the American Rescue Plan State Local Fiscal Recovery Fund to be used for the purpose of fitting out 726 E. Wood Street to provide community services to at risk populations during Code Blue alerts, in accordance with all standards imposed by Code Blue and/or other regulations.

BE IT FURTHER RESOLVED that the Mayor of the City of Vineland is authorized to execute a Grant Agreement with Vineland Code Blue in the form and substance of the Grant Agreement attached hereto.

Adopted: December 23, 2024

\_\_\_\_\_  
President of Council eaa

ATTEST:

\_\_\_\_\_  
Deputy City Clerk rgf

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**GRANT AGREEMENT**  
**AMERICAN RESCUE PLAN ACT FUNDS**

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This is a Grant Agreement (“Agreement”), dated as of \_\_\_\_\_, 2024, by and between **Vineland Code Blue** (“Grantee”) and the City of Vineland, New Jersey (“Grantor”). The Grantee is a non-profit entity under Section 501(c)(3) of the Internal Revenue Code. The Grantor is a local government entity under the laws of the State of New Jersey. This Agreement was approved by Grantor’s on \_\_\_\_\_, 2024.

The Grantor desires to support Grantee by making a grant consistent with the requirements of ARPA (as defined herein). The Grant Plan is attached as **Exhibit A**.

The Grantee and Grantor agree as follows:

**1. CORE TERMS**

**1.1 Grant.** Grantor will make a grant (the “Grant”) to Grantee in the maximum amount of **\$150,000**, subject to the terms and conditions and in accordance with the schedule set out in the Grant Plan. The Grant Plan and attachments there to are specifically incorporated herein. The funding of the full amount of the Grant is conditioned upon Grantee complying with all statutory requirements and the requirements of this Agreement. The Grant is being funded with funds received by Grantor from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF Funds”) under the American Rescue Plan Act of 2021 (“ARPA”).

**1.2 Use of Grant.** Grantee will use the Grant, and any income earned on the Grant funds, for the project set out in the Grant Plan (as further described in the Grant Plan, the “Project”). Grantee represents that it has the intention, willingness and capability to complete the Project in a competent and timely manner and acknowledges that Grantor is relying on this representation as a material inducement to enter into this Agreement.

**1.3 Grant Period; Term.** The grant period (“Grant Period”) is set out in the Grant Plan. The term of this Agreement shall be from the date first indicated above to the end of the Grant Period including any continuing obligations of Grantor following the completion of the Project.

**2. COMMUNICATION; REPORTS; RECORDS**

**2.1 Contact Persons.** The Grantee and Grantor will each appoint one individual to act as principal contact person for notices and notices and other communications under this Agreement. The initial appointees are identified in the Grant Plan. Each of Grantee and Grantor may change its contact person at any time by written notice to the other party.

**2.2 Reporting.** Client will provide Grantor with narrative and/or financial reports as set out in the Grant Plan and in accordance with the requirements of ARPA as the Grantor establishes. In the event of a conflict between this Agreement and ARPA, the requirements of ARPA shall take precedence.

**2.3 Recordkeeping.** The Grantee will maintain its books and records in a manner that will provide Grantor with sufficient detail to review Grantee’s receipts and expenditures relating to the Grant. Grantee will make such records available for review by Grantor upon reasonable notice during the Grant Period and for five (5) years after all funds have been expended or returned to the Grantor, whichever is later. The Grantee shall also provide access to records as required to support review under ARPA and the Grantor’s annual auditing requirements (as established by its Controller).

**3. DONOR RECOGNITION; PUBLICITY.** Grantee may announce and publicize the Grant in recognition of Grantor's support but may not use Grantor's logo without further written consent.

#### **4. GRANT ADMINISTRATION**

**4.1 Funds Management.** Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Grantee may combine the Grant funds with other assets and funding sources for the execution of the Project. Grant funds will be used as described in the Grant Plan.

**4.2 Changed Circumstances.** Grantee will notify Grantor if the Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible for the Grant to serve its original purpose. In that case, the Grantee will promptly return all unspent or unallocated funds with the Grantor assuming a primary position among all creditors. Grantee agrees that the Grantor reserves all rights to reassess the Grant award and approval, refuse to disburse Grant funds and/or require additional documentation and assurances or indemnification, all in Grantor's sole discretion.

**4.3 Overpayments.** Grantee agrees to reimburse Grantor for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments, or non-compliance with applicable policies and procedures.

**5. COMPLIANCE.** Grantee agrees to adhere to all Federal, State, County and Municipal laws, codes, and regulations applicable to the Project. Grantee represents and warrants that it is a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code. Grantee will promptly notify Grantor of any changes in such status. Grantee will comply with all applicable Internal Revenue Code provisions.

#### **6. GENERAL PROVISIONS**

**6.1 Entire Agreement.** This Agreement, together with the Grant Plan and the attachments thereto, expresses the final, complete, and exclusive agreement between Grantee and Grantor, and supersedes any and all prior or contemporaneous written and oral agreements, communications, or course of dealing between Grantee and Grantor relating to its subject matter. If there are any inconsistencies between the Grant Plan and this Agreement, this Agreement will control.

**6.2 Amendment; Assignment.** This Agreement may be amended only as stated in writing and signed by both Grantor and Grantee which recites that it is an amendment to this Agreement. Neither this Agreement nor any of Grantee rights hereunder (including the right to receive grant funds) shall be assigned by Grantee without the prior written consent of Grantor.

**6.3 Third Party Beneficiaries.** This Agreement is for the exclusive benefit of Grantee and Grantor, and not for the benefit of any third party, including, without limitation, any board member, employee, or volunteer of Grantee; provided, that funding will be provided to certain Partner Organizations as described in the Grant Plan.

**6.4 Governing Law.** This Agreement shall be governed in all respects by the laws of the State of New Jersey without giving effect to its rules relating to conflicts of laws. Grantee irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Cumberland County, New Jersey in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably

agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

**6.5 Force Majeure.** Grantee will not be required to perform or be held liable for failure to perform if nonperformance is caused by labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, quarantines, natural disasters, power failures, or any other causes beyond its control. Grantee will notify and consult with Grantor regarding the event and how to minimize its impact, and in all cases will make commercially reasonable efforts to address the problem and carry out its obligations.

**6.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

**6.7 Indemnification; Insurance.** Grantee shall indemnify and hold harmless Grantor, its Council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) (i) arising from, in connection with or caused by any act or omission of Grantee or (ii) arising from or in connection with the Project. Grantee shall maintain, at its sole cost and expense, comprehensive general liability and property damage insurance for the Project in such amounts as are reasonably required for its ongoing operations, as well as any required workers' compensation insurance. The provisions of this Section shall survive the expiration or termination of this Agreement, and the obligations of Grantee hereunder shall apply to losses or claims whether asserted prior to or after the expiration or termination of this Agreement.

## **7. TERMINATION**

Grantor shall have the right to : (1) immediately, without prior notice, withhold undisbursed Grant funds; and/or (2) terminate this Agreement, in whole or in part, by giving not less than 30 days' prior written notice to the Grantee specifying the effective date of termination ; in each case, for any of the following reasons:

1. Failure of Grantee to comply with the terms of this Agreement.
2. Misuse of funds, gross mismanagement, criminal activity, or malfeasance in the implementation of this Agreement.
3. Loss of Grantee's status (or any Partner Organization, as defined in the Grant Plan) as an organization described in Section 501(c)(3) of the Internal Revenue Code.
4. Loss by Grantee of any material portion of the other sources of funds for the Project described in the Grant Plan, if any.

In the event of a termination of this Agreement pursuant to the provisions above, all unused Grant funds shall promptly be returned to Grantor together with any accrued interest. In the event that Grantor gives notice to withhold funding or terminate this Agreement (except as described in clause 2 above), Grantee shall have the right to cure any default within 30 days of receipt of notice of termination if such default is capable of being cured.

The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights under this Agreement.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Agreement by their properly authorized officers or officials to be effective as of the date stated in its first paragraph:

**Grantee**

**Grantor**

By: Catherine Gardner

By: \_\_\_\_\_

\_\_\_\_\_  
Name: **Vineland Code Blue**

Title:

Title:

Attested by: \_\_\_\_\_

Title:

**Grantee UEI Number:** ZN7DZ2PWJ373 \_\_\_\_\_

Grantee listed in SAM.gov  Yes  No

EIN # 85-3380548

## EXHIBIT A – GRANT PLAN

**Background.** On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Treasury allows recipients to award SLFRF funds to provide assistance through grants or other mechanisms to households, small businesses, and nonprofits to respond to the public health emergency or negative economic impacts of the pandemic. As such **Vineland Code Blue** is an eligible non-profit that “has been serving for over a decade dedicated to the homeless. We provide a warming center for the homeless when overnight temperatures drop to 32° from November 1 through April 15. We run solely on volunteers from the community to serve those less fortunate, take part in fellowship with them, and provide them with unconditional love & kindness!” The mission of Vineland Code Blue serves a population that Treasury specifically intend the funds to assist, those who were impacted or disproportionately impacted by the pandemic.

Treasury recognizes the following populations impacted and/or Disproportionately Impacted. See **EXHIBIT B**.

**Use of Grant Funds.** Grantee will detail particular populations served detailed in **EXHIBIT B**. Grantee will utilize funds consistent with Eligible Uses detailed in the U. S. Department of Treasury’s Final Rule.

**Supporting Documentation.** Grantee shall provide all documentation the Grantor reasonably requires. Grantee recognizes that the Grantor is a public entity and the right to restrict distribution to this information is limited by state and federal law.

**Funding.** The Grant will be provided from the Grantor’s receipt of funds under ARPA under the terms and conditions the U.S. Treasury has established for the uses of these public funds.

**Grant Period.** The Grant will finance costs incurred by Grantee after the grant agreement has been signed in its sole discretion. It is currently anticipated that the Project will be completed by 2026.

**Reporting .** Grantee does not anticipate starting the project until 1/1/2025. Grantee will provide reports within 30 days of the end of each calendar quarter, starting in April 2025, consisting of updates on the Project including funds spent, costs incurred and percent completion. The Grantee will further provide quarterly and annual reporting as reasonably required by the Grantor to meet the purposes of ARPA and the Grantor’s annual reporting and audit requirements.

**ARPA.** The grant is being funded by Grantor with SLFRF Funds received pursuant to ARPA to respond to the COVID-19 public health emergency by assisting an impacted nonprofit, benefiting a disproportionately impacted community and improving the provision of mental health services. Further requirements for use of SLFRF Funds are attached hereto as Attachment 1.

**Funding.** The City of Vineland will grant VINELAND CODE BLUE a lump sum payment, and may request project and performance reports as necessary to ensure transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21.

Grantor will fund any properly completed invoice within forty-five (45) days of the date of submission.

**Contact Information.** The contact information for the designated Contact Persons is provided below:

**Grantor:** Chief Administrative Officer

**Grantee:** \_\_\_\_\_

## EXHIBIT B – IMPACTED/DISPORTIONATELY IMPACTED POPULATIONS

Recipients will select from the following options:

	<b>Impacted</b>	<b>Disproportionately Impacted</b>
Public Health	<ul style="list-style-type: none"> <li>• General Public</li> </ul>	
Assistance to Households	<ul style="list-style-type: none"> <li>• Low- or-moderate income households or populations<sup>12</sup></li> <li>• Households that experienced unemployment</li> <li>• Households that experienced increased food or housing insecurity</li> <li>• Households that qualify for certain federal programs<sup>13</sup></li> <li>• For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time</li> <li>• Other households or populations that experienced a negative</li> </ul>	<ul style="list-style-type: none"> <li>• Low-income households and populations<sup>14</sup></li> <li>• Households and populations residing in Qualified Census Tracts</li> <li>• Households that qualify for certain federal programs<sup>15</sup></li> <li>• Households receiving services provided by Tribal governments</li> <li>• Households residing in the U.S. territories or receiving services from these governments</li> </ul>

<sup>12</sup> Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

<sup>13</sup> For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

<sup>14</sup> Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

<sup>15</sup> For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.



## Attachment 1

### Additional ARPA Provisions

- a. Grantee agrees to comply with the requirements of Section 602 of the Social Security Act, regulations adopted by Treasury pursuant to Section 602(f) thereof, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders. Such compliance includes, but is not limited to, compliance with: (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; (b) 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19; (c) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); and (d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.).
- b. Grantee understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Grantee must disclose in writing to the Grantor any potential conflict of interest affecting the Grant funds in accordance with 2 C.F.R. § 200.112.
- c. In furtherance of the above requirements, Grantee shall specifically comply with Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- d. Grantee shall maintain records and financial documents sufficient to evidence compliance with ARPA, U.S. Treasury's regulations implementing ARPA, and guidance issued by the U.S. Treasury regarding the foregoing. The U.S. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the Grantor, whichever is later.
- e. Grantee will fully cooperate with the Grantor in responding to any audit of the Grantor related to the SLFRF Funds and shall maintain records to allow the Grantor to demonstrate that the SLFRF Funds have been used in accordance with the Agreement and ARPA.
- f. Any procurement using SLFRF Funds must be consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Grantee must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Grantee must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- g. In furtherance of the above requirements, Grantee shall provide the appropriate single or Program-Specific Audit in accordance with the provisions outlined in 2 CFR § 200.501.