A-1402

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement"), dated as of the 2nd day of July, 2020, by and between the **CASINO REINVESTMENT DEVELOPMENT AUTHORITY**, a public body corporate and politic established in, but not of, the Department of the Treasury of the State of New Jersey and existing under and by virtue of the laws of the State of New Jersey, having its offices at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey, 08401 (the "Authority"), and the **CITY OF ATLANTIC CITY,** having its mailing address at 1301 Bacharach Blvd, Atlantic City, New Jersey 08401 (the "Recipient") (referred individually as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Coronavirus disease 2019 ("COVID-19") is a contagious, and at times fatal, respiratory disease caused by the SARS-CoV-2 virus; and

WHEREAS, COVID-19 is responsible for the 2019 novel coronavirus outbreak, which was first identified in Wuhan, Hubei Provence, China beginning in December 2019, and quickly spread to multiple other countries; and

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak a "public health emergency of international concern"; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency for the United States in response to the COVID-19 pandemic; and

WHEREAS, on March 9, 2020, Governor Phil Murphy issued Executive Order 103 which declared a State of Emergency and Public Health Emergency in the State of New Jersey in response to the impact of the COVID-19 pandemic in this State; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National State of Emergency; and

WHEREAS as a result of COVID-19, Governor Murphy issued restrictions as to public gatherings and residents of the State have been urged to stay home; and

WHEREAS, Governor Murphy eased some previously issued restrictions in May 2020; and

WHEREAS, on May 14, 2020, Governor Murphy signed Executive Order 143, which set forth several guidelines for municipalities to adhere to upon the initial stages of reopening certain areas to the public; and

WHEREAS, these guidelines now require municipalities to develop and implement a continuous public outreach campaign to communicate restrictions, set expectations, and emphasize the importance of social distancing and hygiene during the transition period in which the State allows access to public spaces; and

WHEREAS, given the new guidelines, the City of Atlantic City ("City") requested support from CRDA to create a public outreach campaign to ensure public safety specific to beach and boardwalk access ("Campaign"); and

WHEREAS, the City submitted a grant application seeking financial assistance in the form of a $45,873.20 grant to support the Campaign, and also submitted a budget in support thereof; and

WHEREAS, the Authority understands that FEMA will pay or reimburse the City for all or some of the costs associated with the Campaign; and

WHEREAS, the Authority further understands that the City has and/or will submit the costs associated with the Campaign to FEMA for payment or reimbursement; and

WHEREAS, pursuant to Resolution 20-70, adopted on June 16, 2020, the Authority awarded a grant in an amount not to exceed $45,873.20 to cover any amount not paid or reimbursed by FEMA with regard to the Campaign; and

WHEREAS, the City will provide the Authority with a copy of the request for payment/reimbursement to FEMA when submitting for payment; and

WHEREEAS, the City understands that should it receive payment or reimbursement from FEMA or other public/private entity for any cost related to the Campaign that was already paid by the Authority, the City will refund the Authority that amount; and

WHEREAS, payment(s) made with regard to this grant will be provided on a draw down method.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and agreeing to be bound, the Parties hereto mutually agree as follows:

1. Recitals.

The foregoing recitals of this Grant Agreement are hereby specifically incorporated herein by reference.

2. Amount of Grant and Conditions Precedent to Grant.

(a) Subject to, and in consideration of, the terms and conditions herein, and in accordance with Resolution 20-70, the Authority shall provide a grant of funds to the Recipient in an amount not to exceed FORTY FIVE THOUSAND, EIGHT HUNDRED SEVENTY-THREE DOLLARS and TWENTY CENTS ($45,873.20) (the "Grant Funds").

(b) The Recipient has and/or will submit all costs associated with the Campaign to FEMA for payment and/or reimbursement.

(c) The Recipient will provide the Authority with a copy of the request for payment/reimbursement to FEMA when submitting for payment. If the Recipient has already submitted for reimbursement, the Recipient will provide the Authority with all cop(ies) of the request upon execution of this Agreement.

(d) The Recipient understands that should it receive payment or reimbursement from FEMA or other public/private entity for any cost related to the Campaign that was already paid by the Authority, the Recipient will refund the Authority that exact amount.

3. Use of Funds.

(a) Recipient shall use the Grant Funds only to pay for eligible costs incurred by Recipient in connection with the public safety specific to beach and boardwalk access, as determined by the Authority in its sole and unreviewable discretion (the "Eligible Costs"), with such costs set forth in the Budget contained in the Recipient's proposal, attached hereto and made a part hereof as Exhibit "A" (the "Grant Application").

(b) Recipient shall return to the Authority any amount of the Grant Funds not used for Eligible Costs. Nothing contained in this Agreement imposes upon the Authority any obligation to monitor, verify, or otherwise account for the use of Grant Funds by Recipient.

(c) Recipient shall provide such documentation as the Authority may request to determine whether a request for reimbursement qualifies as an Eligible Cost.

4. Requisitions by Recipient to the Authority.

(a) Recipient shall submit to the Authority requisitions requesting the Authority to make payment to Recipient for the Eligible Costs incurred by the Recipient (the "Requisitions").

(b) Each Requisition shall be in a form satisfactory to the Executive Director/Deputy Executive Director of the Authority and accompanied by copies of invoices, cancelled checks or such other backup documentation substantiating the Eligible Costs and evidence of all expenditures for the Project, as reasonably requested by the Authority.

(c) Nothing contained in this Agreement imposes upon the Authority any obligation to see to the proper application of any advances by Recipient.

(d) If no Requisition has been submitted to the Authority within 1 year of the date of this Agreement, this Agreement shall be considered terminated without any action required by the Authority, and the Authority shall have no further obligation to Recipient by reason of this Agreement or otherwise.

5. Payments to Recipient.

The Authority shall review, approve and make payment to Recipient pursuant to a Requisition consistent with Section 4 herein within forty-five (45) days of receipt of the Requisition and approval thereof by the Executive Director/Deputy Executive Director of the Authority.

6. Inspection of Records.

The Authority, upon reasonable notice, shall have the right to inspect Recipient's books and records maintained and retained in accordance with applicable laws related to the costs incurred for which Recipient is seeking reimbursement under this Agreement.

7. Representations by Recipient.

Recipient hereby represents, certifies and guarantees with respect to this Agreement and the Grant Funds allocated hereunder that:

(a) The Grant Funds fairly and reasonably reflect all Eligible Costs anticipated to be incurred by Recipient in connection with the Project;

(b) Recipient possesses the legal authority to apply for the Grant and to enter into and execute this Agreement;

(c) Recipient has the legal authority to accept the Grant and to commence and complete the Project contemplated hereunder;

(d) Recipient will comply with all applicable New Jersey, Federal and local laws, regulations, executive orders, policies, guidelines and other such requirements, and will cooperate with all governmental agencies (if any) having jurisdiction over the Authority;

(e) Recipient will utilize the Grant Funds in accordance with the terms and purposes of this Agreement and Resolution 20-70 of the Authority;

(f) The execution and delivery by Recipient of this Agreement and any other document, and the performance of the transactions contemplated herein, are within Recipient's powers, have been duly authorized by all necessary action and do not and will not violate any provision of law, or result in the breach of, or constitute a default or require any consent under any indenture or other agreement or instrument to which Recipient is a party; and

(g) No consent or approval from, or notice to or filing with, any federal, state or other regulatory authority is required in connection with the execution of, or performance under this Agreement by Recipient; and

8. Limitations on Payment.

No payment shall be made by the Authority while there is any default of any term or condition under this Agreement.

9. Misused or Unspent Funds.

The Grant Funds shall be used only for the Eligible Costs. In the event that the overall costs do not rise to the level of the budget presented in the application as more fully set forth in the grant application attached as Exhibit "A" hereto, the Grant will be reduced in proportion to the reduction in cost. In the event that the Grant is not needed for the Eligible Costs, the Grant shall be returned to the Authority and Recipient shall release the Authority from the obligations of this Agreement.

10. General Conditions.

In addition to any other conditions contained in this Agreement, the obligation of the Authority to make any disbursements hereunder is expressly conditioned, contingent upon and subject to the following:

(a) compliance by Recipient with all applicable federal, state and local laws, and the receipt of all required approvals from any federal, state or local governments or their respective agencies (if applicable);

(b) compliance in all material respects (as determined by the Authority and its Counsel) with the statements, representations and agreements set forth in Recipient's application to Authority for the subject grant; and

(c) adherence to the Grant requirements.

11. Assignment.

Recipient shall not assign any interest in this Agreement and shall not transfer any interest in same without the prior written approval of the Authority.

12. Third Parties.

Nothing contained in this Agreement shall create any express or implied contractual obligation on the part of the Authority toward any third party retained by Recipient to perform any services to be paid for, in whole or in part, out of the appropriated funds.

13. Notices.

All notices, consents, and other communications hereunder may be given by telephone and confirmed in writing and delivered by registered or certified mail, return receipt requested, to the following addresses:

(a) To the Authority at:

CasinoReinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Telephone: (609) 347-0500
Facsimile: (609) 348-3121
Attn: Executive Director

(b) To Recipient at:

The City of Atlantic City
1301 Bacharach Blvd
Atlantic City, New Jersey 08401
Telephone: 609-347-5540
Attn: City Solicitor's Office

Either party may, by notice given hereunder, designate further or different addresses or telephone numbers to which subsequent notices, consents and communications should be made or delivered.

14. Termination.

Notwithstanding anything to the contrary contained herein, this Agreement, the Grant Funds, and the covenants and obligations of the Authority hereunder may be terminated by the Authority for any reason upon thirty (30) days written notice to Recipient excepting any Grant Funds already approved and/or in process of approval for Project expenses incurred through the execution of a contract and/or release of a purchase order by Recipient and dated prior to Recipient's receipt of the termination notice.

15. Miscellaneous.

(a) This Agreement shall be governed by the laws of the State of New Jersey.

(b) If one or more of the provisions of this Agreement shall be determined to be invalid or ineffective for any reason, such determination shall not affect the validity or enforceability of the remaining provisions.

(c) This Agreement shall not be modified by any oral agreement, or by any implied agreement or custom, and no waiver by the Authority of these provisions shall be deemed to have been made, unless in writing.

(d) This Agreement constitutes the entire Agreement between the parties hereto with respect to the matters covered herein. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby cancelled.

(e) No consent or waiver, express or implied, by the Authority to or of any breach or default by Recipient in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by Recipient hereunder. Failure on the part of the Authority to complain of any act or failure to act of Recipient or to declare Recipient in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by the Authority hereunder.

(f) Except as otherwise set forth herein, the covenants contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and their successors in interest.

(g) This Agreement may be executed in any number of counterparts, including facsimile counterparts (with originals to follow via regular mail), each of which

shall be deemed an original, but such counterparts shall together constitute both one and the same agreement.

IN WITNESS WHEREOF, the Authority and Recipient have caused this Agreement to be executed all as of the date first above written.

WITNESS

By: _____

Date: 11.24.20

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

By: _____
Executive Director

Date: 11.24.20

Approved as to form by the Authority Law Department

By: _____

WITNESS

By: Paula Geletei
Paula Geletei, City Clerk

Date: 11/13/2020

THE CITY OF ATLANTIC CITY

By: _____
Marty Small, Sr., Mayor

Date: 11/13/2020

The within Agreement approved as to form and execution.

Date: 11/9/20

By: _____
Matthew D. Sykes
Assistant City Solicitor

EXHIBIT "A"

"Grant Application (containing budget)"

ALL REPORTING REQUIREMENTS MUST BE SENT TO THE ATTENTION OF:

Rosa Farias
Deputy Executive Director
Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Telephone: (609) 347-0500 E-
mail: rfarias@njcrda.com

Resolution of the City of Atlantic City

No. 279

Approved as to Form and Legality on Basis of Facts Set Forth

Assistant City Solicitor /s/ Karl Timbers

Factual contents certified to by

Chief Scott Evans, Atlantic City Fire Department

Prepared by City Solicitor's Office

Council Member TIBBITT presents the following Resolution:

RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF GRANT FUNDED INTERGOVERNMENTAL AGREEMENT WITH THE CASINO REINVESTMENT DEVELOPMENT AUTHORITY TO FUND SIGNAGE ON THE BOARDWALK AND BEACH TO COMMUNICATE COVID-19 RESTRICTIONS, EXPECTATIONS AND EMPHASIZE THE IMPORTANC OF SOCIAL DISTANCING

WHEREAS, the Casino Reinvestment Development Authority ("CRDA") has identified a funding need for signage on the Boardwalk and Beach to communicate COVID-19 restrictions, expectations and emphasize the importance of social distancing; and

WHEREAS, through Executive Order 143, the Governor has required that municipalities implement restrictions at all public beaches, boardwalks, lakes and lakeshores pertaining to capacity restrictions, social distancing, and the development and implementation of continuous public outreach to communicate restrictions, set expectations and emphasize the importance of social distancing, among other restrictions; and

WHEREAS, in furtherance of the initiatives referenced above, the City desires to make application and enter into an intergovernmental agreement with the CRDA to accept grant funding or signage on the Boardwalk and Beach to communicate COVID-19 restrictions, expectations and emphasize the importance of social distancing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Atlantic City authorizes to make grant application and to accept grant funding and the Mayor to execute and the Clerk to attest to an Intergovernmental Agreement with the CRDA to accept grant funds from account G-02-41-612-020-399, in a form to be approved by the City Solicitor, to fund signage on the Boardwalk and Beach to communicate COVID-19 restrictions, expectations and emphasize the importance of social distancing in an amount not to exceed **FORTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS and TWENTY CENTS ($45,873.20);** and

cr November 9, 2020 10:39 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO	X						MORSHED	X					X
DUNSTON	X						RANDOLPH	X				X	
FAUNTLEROY	X						SHABAZZ	X					
KURTZ	X						ZIA	X					
							TIBBITT, PRESIDENT	X					

X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 20, 2020

Paula Geletei

/s/ Paula Geletei, City Clerk