

Grant Agreement
Between City of Trenton and _____
for American Rescue Plan Act (ARPA) Funding

This Agreement is made this ____ day of _____, 202x, by and between the City of Trenton, 319 East State Street, Trenton, New Jersey (“City” or “Trenton”) and _____, a [not-for-profit] organization located at [Address], Trenton, New Jersey (“Grantee” or “Subrecipient”).

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA) into law to provide immediate and emergent aid to, among others, metropolitan cities adversely affected by the COVID-19 pandemic and as part of ARPA, the Coronavirus Local Fiscal Recovery Fund was established (CLFRF) from which Trenton received a total of \$72,913,998.00 in aid; and

WHEREAS, the Grantee is a [not-for-profit] enterprise located in Trenton, New Jersey, and exempt from taxation under the Internal Revenue Code Section 501(c)(3), engaged in [describe primary purpose]; and

WHEREAS, the Grantee has applied for a subaward (grant) from Trenton’s CLFRF funds to be used for [describe project] in accordance with the terms and conditions of ARPA and has provided all required information and documentation; and

WHEREAS, the City has reviewed Grantee’s application and finds that the project and use of grant monies proposed by the Subrecipient will be for eligible purposes under the ARPA and consistent with the City’s response to the impact of the COVID-19 public health emergency.

NOW, THEREFORE, the parties agree as follows:

GENERAL PROVISIONS

1. Subject to approval of the Trenton City Council, the City will appropriate to Subrecipient a grant amount from Trenton’s CLFRF funds in a total amount not to exceed \$xx,xxx (“grant funds”), and to be released to Grantee on a reimbursement basis and only to be paid after review of proper receipts or invoices by the City.
2. Subrecipient will only seek reimbursement for eligible costs related to the proposed project and obligations incurred by the subrecipient not earlier than March 3, 2021, or the period of performance start date (whichever is later), and not later than December 31, 2024.
3. Subrecipient will ensure that any purchase of equipment or real property with grant funds is consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D, and that any procurement of property or services using grant funds is consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, including providing full and open competition, consistent with the standards outlined in 2 CFR 200.320, unless otherwise allowed under one of the exceptions provided in 2 CFR 200.320.
4. Subrecipient will maintain oversight over any contractors or subcontractors it utilizes relating to the project, including adherence to the federal prohibition on dealing with suspended or disbarred parties.

5. Subrecipient will meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

REPORTING

6. To ensure compliance with the abovementioned provisions, Subrecipient will report to a designated representative of the City not later than seven (7) days following the end of each calendar year quarter the following:

- a. Project status in one of the below four (4) categories:
 - i. Not started
 - ii. Completed less than 50 percent
 - iii. Completed 50 percent or more
 - iv. Completed
- b. Expenditures:
 - i. Current period obligation
 - ii. Cumulative obligation
 - iii. Current period expenditure
 - iv. Cumulative expenditure
- c. For any contract, transfer or direct payment greater than or equal to \$50,000, Subrecipient shall provide the following information for each recipient, contractor or payee:
 - i. Identifying and demographic information (e.g., DUNS number and location)
 - ii. Award number (e.g., Award number, Contract number, Loan number)
 - iii. Award date, type, amount, and description
 - iv. Award payment method (reimbursable or lump sum payment(s))
 - v. Primary place of performance
 - vi. Related project name(s)
 - vii. Related project identification number(s)
 - viii. Period of performance start date
 - ix. Period of performance end date
 - x. Quarterly obligation amount
 - xi. Quarterly expenditure amount

RECOUPMENT PROCESS

7. If the City determines that Subrecipient has failed to comply with the obligations set forth in this Agreement or has provided incorrect or inaccurate information in support of its application for ARPA funds, whether knowingly false or not, the City may seek recoupment from Subrecipient for up to the total amounts released to Grantee at the time of such determination and may nullify this Agreement and cease any future grant releases.

8. Calculation of amounts subject to recoupment

- a. In general. Except as provided in paragraph (b) of this section, the City will calculate any amounts subject to recoupment resulting as the amounts used in violation of such restrictions.
- b. (2) Violations of § 1.1. Trenton will calculate any amounts subject to recoupment resulting from a violation of § 1.1 (use of funds for other than eligible expenditures), equal to the amount of funds received by such recipient.

9. Notice. If The United States Department of Treasury (Treasury) calculates an amount subject to recoupment that differs from the amount determined by the City under paragraph 8 above, Trenton and Subrecipient agree to be bound by Treasury's calculation. The City will provide Subrecipient with a copy of the written notice provided by Treasury of the amount subject to recoupment along with an explanation of such amounts.

10. Request for reconsideration. within sixty (60) calendar days of receipt of a notice of recoupment provided under paragraph 9 of this section, Subrecipient may submit a written request to the City requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, Subrecipient must submit to Trenton a written request that includes:

- a) An explanation of why Subrecipient believes all or some of the amount should not be subject to recoupment; and
- b) A discussion of supporting reasons, along with any additional information.

11. Final amount subject to recoupment. within 60 calendar days of receipt of the Subrecipient's request for reconsideration provided pursuant to paragraph (d) of this section, Subrecipient will be notified of the City's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the Subrecipient's supporting reasons and consideration of additional information provided.

12. Repayment of funds. Unless the City withdraws or modifies the notice of recoupment, Subrecipient shall repay to Trenton any amounts subject to recoupment in accordance with instructions provided by the City: (1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph 8 or paragraph 9, in the case Subrecipient that does not submit a request for reconsideration in accordance with the requirements of paragraph 10 of this section; or (2) Within 120 calendar days of receipt of the City's decision under paragraph 11 of this section, in the case Subrecipient submits a request for reconsideration in accordance with the requirements of paragraph 10 of this section.

As indicated by her/his signature below, Subrecipient agree to use funding received pursuant to this Agreement solely for the purposes identified in the application approved by the City of Trenton and the federal guidance stated under, *inter alia*, the Final Rule, 31 CFR Part 35, and the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance. Any funds used improperly will be subject to be recouped by the City. The undersigned Subrecipient further certifies that the statements and information set forth in this instrument, Subrecipient's application and any supporting documentation are true and correct.

The undersigned certify by their respective signatures that they have read and understand the conditions of this Agreement and understand their responsibilities under this Agreement and related documents, including, without limitation, the Trenton American Rescue Plan CLFRF Funding Application.

SUBRECIPIENT

SIGNATURE _____ DATE _____

PRINT NAME _____

FOR THE CITY OF TRENTON

BY: _____ DATE _____

NAME AND TITLE _____