

COUNTY OF UNION
CARES ACT – CORONAVIRUS RELIEF FUNDS SCHOOL DISTRICT GRANT
SUBAWARD AGREEMENT

Schedule 1

Sub-Recipient Name	Union County Educational Services Commission School District
Sub-Recipient Address	45 Cardinal Drive, Westfield, NJ 07090-1099
Sub-Recipient Responsible Person	Michael J. Kowalski
Sub-Recipient Responsible Person Telephone	908-233-9317
Sub-Recipient Responsible Person Email	<u>mkowalski@ucesc.org</u>
Federal Grant Name	CARES Act State and Local
Subaward Period of Performance Start and End Date	July 1, 2020 through December 18, 2020
Amount of Federal Funds Obligated by this Grant Agreement	\$15,521.20
Project Description	Union County School District Grant
Last Date of Adoption of School district Budget	03/04/2020
DUNS Number	100605526
Date of this Grant Agreement	08/14/2020

THIS GRANT AGREEMENT is entered into by the County of Union, with headquarters at County of Union, Administration Building, Department of Finance – 5th Floor, 10 Elizabeth Plaza, Elizabeth, New Jersey 07207 (hereinafter referred to as the "County"), and the party set forth on Schedule 1 and the signature page, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Grant Agreement, the County serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS GRANT AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Coronavirus Aid, Relief, and Economic Security (the "CARES") Act, in part, amends the Social Security Act (42 U.S.C. 301 et seq), by inserting "Title VI – Coronavirus Relief Fund." In general, "out of any money in the Treasury of the United States not otherwise appropriated, there are appropriated for making payments to States, Tribal governments, and units of local government under this section, \$150,000,000,000 for fiscal year 2020." §Sec 601, (a)(1).

B. The Sub-Recipient represents and warrants that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

C. The Sub-Recipient, by its decision to participate in the Coronavirus Relief Funds Program of the CARES Act, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County or any other State and Federal agencies with audit, regulatory, or enforcement authority.

D. The County of Union received these grant funds from the Federal government, and the County has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

E. The County, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible.

F. The County has authority to disburse the funds under this Grant Agreement.

THEREFORE, the County and the Sub-Recipient agree to the following:

(1) APPLICATION OF FEDERAL LAW TO THIS GRANT AGREEMENT

Section 5001(d) of the CARES Act provides the eligible purposes for which Coronavirus Relief Fund payments may be used. Specifically, it allows state and local governments to make payments for programs that:

- (1) are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
- (2) were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the State or government; and
- (3) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The CARES Act requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

(2) SUBAWARD REQUIREMENTS

a. Performance under this Grant Agreement is subject to Audit Requirements for Federal awards.

b. Any balance of unobligated funds which has been paid must be refunded to the County.

c. Any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of this Grant Agreement must be refunded to the County.

d. In addition to the foregoing, the Sub-Recipient and the County shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Grant Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

e. Sub-Recipient represents and warrants that it has and shall not make any changes, amendments or revisions to any collective bargaining agreement, employment agreement, or other salary or wages pursuant to any ordinance or resolution after March 1, 2020.

(3) CONTACT

a. The County’s Department of Finance, Director of Division of Reimbursement, Cathy Campanella, hereinafter the “Grant Manager,” shall be responsible for enforcing performance of this Grant Agreement’s terms and conditions and shall serve as the County’s liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Grant Agreement is set forth on Schedule 1.

c. In the event that different representatives or addresses are designated by either party after execution of this Grant Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

(4) TERMS AND CONDITIONS

This Grant Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Grant Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

The County may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Sub-Recipient accepts Grant Funds following receipt of the updated letter. The parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant Agreement, properly executed and approved by the parties. In addition, the County may modify the current award listed in Schedule 1 by issuance of a Grant Funding Change Letter.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work and its other obligations as described in the Grant Award Letter and this Grant Agreement on or before the expiration of the period of performance as provided in Paragraph (8) below. The County shall have no liability to compensate or reimburse Sub-Recipient for any goods or services that are not specifically set forth in the Grant Award Letter and this Grant Agreement. For purposes of this Grant Agreement, "work" shall mean the delivery of the goods and performance of services described in the Grant Award Letter and this Grant Agreement.

(8) PERIOD OF PERFORMANCE.

The Period of Performance is the timeframe during which the Sub-Recipient "may request funding from the County" pursuant to the terms of this Grant Agreement. The Sub-Recipient may receive reimbursement under this Grant Agreement only for "allowable costs incurred during the period of performance." The Sub-Recipient may expend funds authorized by this Grant Agreement "only for allowable costs resulting from obligations incurred during the specified agreement period." The period of performance for this Grant Agreement begins with the execution of this Grant Agreement and ends on December 18, 2020, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Grant Agreement. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the County of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Grant Agreement, subject to the availability of funds. The amount of total available funding available for this subgrant is limited to the amount obligated by the County for all projects approved.

b. The County of Union's performance and obligation to pay under this Grant Agreement is subject to any modification in accordance with the CARES Act or any other Federal or State requirement.

c. The County will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The County will provide funds on a cost reimbursement basis

to the Sub-Recipient for eligible activities approved by the County, as specified in the approved Request for Reimbursement in the form as attached herein as Attachment A and with deliverables and submittals as generally outlined in the "Deliverables and Submittals" included with this Grant Agreement as Attachment D, included herewith and made a part hereof. The maximum reimbursement amount is outlined in Schedule 1 and the Grant Award Letter.

d. Any request for payment under this Grant Agreement must include a Certification Regarding Debarment, included herein and made a part hereof as Attachment B, and a Certification of Use of Grant Funds, included herein and made a part hereof as Attachment C. The Sub-Recipient must designate at least one agent to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. After execution of this Grant Agreement, the authorized Agent may request changes to contacts by written correspondence to the County with appropriate documented authorization.

e. In the event the Sub-Recipient contact has not been updated regularly and the Agent has separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

(10) RECORDS

a. As required by the Federal awarding agency and the County, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. The County, the New Jersey Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Grant Agreement, in order to make audits, written and testimonial examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. The Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Grant Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Grant Agreement, for a period of ten (10) years from the date of submission of the final expenditure report. The following are exceptions to the ten (10) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the County or the Sub-Recipient is notified in writing by the United States Treasury, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the United States Treasury, other Federal agency or the County, the 5-year retention requirement is not applicable to the Sub-Recipient.

d. The Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the United States Treasury or the County designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

e. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Grant Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Grant Award Letter and this Grant Agreement and all other applicable laws and regulations.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F and all requirements of the State of New Jersey ("Audit Requirements").

b. In accounting for the receipt and expenditure of funds under this Grant Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Grant Agreement, the County shall use Generally Accepted Government Auditing Standards ("GAGAS").

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Grant Agreement, the Sub-Recipient shall be held liable for reimbursement to the County of all funds not spent in accordance with these applicable regulations and Grant Agreement provisions within thirty days after the County has notified the Sub-Recipient of such noncompliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor. The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the County no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of any management letter and the audits to the County at the County address provided in the recitals.

(12) REPORTS

a. The Sub-Recipient shall provide the County with monthly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Requests for Reimbursements and this Grant Agreement, in addition to any other information requested by the County.

b. Monthly reports are due to the County no later than 5 days after the end of each month of the program year and shall be sent each month until submission of the administrative closeout report.

c. The closeout report is due sixty (60) days after termination of this Grant Agreement or sixty (60) days after completion of the activities contained in this Grant Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the County or are not completed in a manner acceptable to the County, then the County may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the County" means that the work product was completed in accordance with the Grant Award Letter, this Grant Agreement, and all other documents required or requested by the County.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the County.

(13) MONITORING

a. The County shall monitor the performance of the Sub-Recipient under this Grant Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Grant Agreement, to ensure that time schedules are being met and the Project is being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in all Requests for Reimbursement, the Grant Award Letter and this Grant Agreement and reported in the monthly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the County. In the event that the County determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the County to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the State of New Jersey or the Federal Government. In addition, the County will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. The Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Grant Agreement; Sub-Recipient shall defend, indemnify and hold the County harmless against all claims of whatever nature by third parties arising from the work performance under this Grant Agreement, including, but not limited to, all legal fees and consultant fees, and all other fees that may be required, including, without limitation, accountants and auditors that may be required. For purposes of this Grant Agreement, Sub-Recipient agrees that it is not an employee or agent of the County, but is an independent contractor.

b. Sub-Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the County and agrees to be liable for

any damages proximately caused by the acts or omissions to the extent allowable by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or the County of Union to be sued by third parties in any matter arising out of any contract.

c. Paragraph (14) shall specifically survive termination of this Grant Agreement.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of funds shall terminate and the County has the option to exercise any of its remedies set forth in Paragraph (16); however, the County may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Grant Agreement or any previous agreement with the County is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Grant Agreement or any previous agreement with the County and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Grant Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Grant Agreement, and the Sub-Recipient fails to cure this adverse change within fifteen days from the date written notice is sent by the County;

c. Any reports required by this Grant Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Grant Agreement.

(16) REMEDIES

If an Event of Default occurs, then the County shall, after fifteen calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those fifteen days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Grant Agreement, provided that the Sub-Recipient is given at least fifteen days prior to written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Grant Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - iv. Require the Sub-Recipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the County from pursuing any other remedies in this Grant Agreement or provided at law or in equity. If the County waives any right or remedy in this Grant Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The County may terminate this Grant Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material.
- b. The County may terminate this Grant Agreement for convenience or when it determines, in its sole discretion, that continuing the Grant Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.
- c. The parties may agree to terminate this Grant Agreement for their mutual convenience through a written amendment of this Grant Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Grant Agreement.
- d. In the event that this Grant Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Grant Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the County because of any breach of Grant Agreement by the Sub-Recipient. The County may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the County from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Grant Agreement complies with all applicable Federal and State law.
- b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Grant Agreement, the Sub-

Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Monthly Report the contractor's progress in performing its work under this Grant Agreement.

(19) PAYMENTS

a. The maximum amount payable under this Grant to Sub-Recipient by the County is the Amount of Federal Funds Obligated by this Grant Agreement listed on Schedule 1 of this Grant Agreement and as provided in the Grant Award Letter. Payments to Sub-Recipient are limited to the unpaid, obligated balance of the Amount of Federal Funds Obligated by this Grant Agreement. The County shall not pay Sub-Recipient any amount under this Grant that exceeds the Amount of Federal Funds Obligated by this Grant Agreement shown on Schedule 1 and the Grant Award Letter.

b. Requests for Reimbursement serve as invoices for the purposes of this Grant Agreement and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof.

c. If the necessary funds are not available to fund this Grant Agreement, as a result of action by the Federal Government, the State of New Jersey or under subparagraph (9)b of this Grant Agreement, all obligations on the part of the County to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the County.

d. For purposes of this Grant Agreement, supporting documentation must be able to stand the test of audit. Supporting documentation may include, but is not limited to: payroll registers, accounts payable registers, copies of purchase order packets (i.e. signed purchase orders with invoices and packing slips, if applicable, attached to them), copies of applicable vendor history reports (i.e. check #, check date, check amount, appropriation account used and description of what's being paid), copies of cancelled checks (front and back) and copies of bank statements showing cancelled checks cleared.

(20) Intentionally Omitted

(21) REPAYMENTS

a. All refunds or repayments due to the County under this Grant Agreement are due no later than thirty (30) days from notification by the County of funds due.

b. As a condition of funding under this Grant Agreement, the Sub-Recipient agrees that the County may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the County upon a determination by the County that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Grant Agreement or any other funding agreement administered by the County. The Sub-Recipient understands and agrees that the County may offset any funds due and payable to the Sub-Recipient until the debt to the County is satisfied.

c. All refunds or repayments due to the County under this Grant Agreement are to be made payable to the order of "County of Union", must include the invoice number

and the applicable Project number(s) that are the subject of the invoice, and be mailed directly to the County.

d. If a check or other draft is returned to the County for collection, the Sub-Recipient shall pay the County a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Grant Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Grant Agreement, in any later submission or response to a County request, or in any submission or response to fulfill the requirements of this Grant Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the County and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Grant Agreement and the release of the County from all its obligations to the Sub-Recipient.

b. This Grant Agreement shall be construed under the laws of the State of New Jersey, and venue for any actions arising out of this Grant Agreement shall be in Union County. If any provision of this Grant Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Grant Agreement.

c. Any power of approval or disapproval granted to the County under the terms of this Grant Agreement shall survive the term of this Grant Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Grant Agreement, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal, State or County department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local)

transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Grant Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Grant Agreement.

h. In addition, the Sub-Recipient shall send to the County the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment B for the Sub-Recipient.

i. Sub-Recipient shall send to the County the completed "Certification Regarding Use of Grant Funds" – Attachment C.

j. The County reserves the right to unilaterally cancel this Grant Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material which the Sub-Recipient created or received under this Grant Agreement.

k. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Grant Agreement, any interest income shall either be returned to the County or be applied against the County's obligation to pay the contract amount unless otherwise governed by program specific waiver.

l. The County of Union will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Grant Agreement by the County.

(23) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Grant Agreement and that its governing body has authorized the execution and acceptance of this Grant Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Grant Agreement.

(24) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Grant Agreement. The Sub-Recipient is also subject to the requirements

in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(25) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Grant Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the County if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the County in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the County determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the County the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(26) ATTACHMENTS

a. All attachments to this Grant Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Grant Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Grant Agreement has the following attachments:

- i. Attachment A – Request for Reimbursement
- ii. Attachment B – Certification Regarding Debarment
- iii. Attachment C – Certification of Use of Grant Funds
- iv. Attachment D – Deliverables and Submittals

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

ATTEST:

COUNTY OF UNION

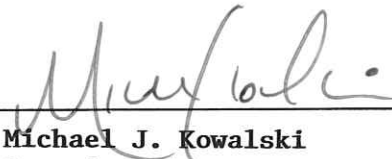
James P. Pellittieri
Clerk of the Board

Edward T. Oatman
County Manager

ATTEST:

**Union County Educational Services
Commission School District**

Helen Kirsch
UCESC Board President



Michael J. Kowalski
Superintendent

Attachment A

Request for Reimbursement

COUNTY OF UNION

CARES ACT – CORONAVIRUS RELIEF FUNDS SCHOOL DISTRICT GRANT

Administration Building, Department of Finance – 5th Floor, 10 Elizabeth Plaza, Elizabeth, New Jersey 07207

1. SUB-RECIPIENT NAME Union County Educational Services Commission School District	2. GRANT NAME CARES Act State and Local (School District)
3. DATE OF GRANT AGREEMENT 08/14/2020	
4. PROJECT DESCRIPTION Union County School District Grant	
5. TYPE OF PAYMENT <div style="display: flex; justify-content: space-around;"> REIMBURSEMENT <input checked="" type="checkbox"/> FINAL <input type="checkbox"/> </div>	

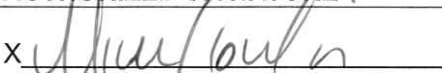
6. PAYMENT INFORMATION

a. Grant Amount	\$	15,521.20
b. Funds Received to Date	\$	0
c. Available Grant Amount (a-b)	\$	15,521.20
d. Amount of this Reimbursement Request (from 7 below)	\$	15,521.20
h. Remaining Funds available for this Grant Agreement (c. minus d.)	\$	0

7. REIMBURSEMENT REQUEST SUMMARY

a. Adhering to health monitoring and cleaning and disinfecting protocols (Exhibit A)	Total	\$ 0
b. Hiring staff and contractors to implement health and safety protocols (Exhibit B)	Total	\$ 0
c. Provide personal protective equipment to staff and students (Exhibit C)	Total	\$ 15,521.20
d. Purchase additional supplies and textbooks to facilitate distance learning (Exhibit D)	Total	\$ 0
e. Amount of this Reimbursement Request	a + b + c + d	\$ 15,521.20
(carry forward to Section 6, line "d")		

AUTHORIZED SIGNATURE

X 
 Name: **Michael J. Kowalski**
 Title: **Superintendent**

DATE

10/7/20

Payment requests without complete and accurate documentation will not be approved for payment until required information is received.

Exhibit A

Adhering to Health Monitoring and Cleaning and Disinfecting Protocols
(Funds not previously invoiced)

Sub-Recipient Name Union County Educational Services Commission School District

Grant Agreement Date _____

Payee	Date	Purchase Order	Description	Total	Check#
-------	------	-------------------	-------------	-------	--------

Total \$ _____

Exhibit B

Hiring Staff and Contractors to Implement Health and Safety Protocols
(Funds not previously invoiced)

Sub-Recipient Name Union County Educational Services Commission School District

Grant Agreement Date _____

Employee/ Payee	Date	Purchase Order	Description	Total	Check#
--------------------	------	-------------------	-------------	-------	--------

Total \$ _____

Exhibit C

Provide Personal Protective Equipment to Staff and Students
(Funds not previously invoiced)

Sub-Recipient Name Union County Educational Services Commission School District

Grant Agreement Date 08/14/2020

Payee	Date	Purchase Order	Description	Total	Check#
Aberson, Narotzy & White	9/22/2020	21-00303	PPE Equipment (see attached)	\$23,850	65874

Total \$ 23,850

NUMERICAL COPY

ABERSON NAROTZKY & WHITE
B R A N D E D P R O D U C T S

Remit Payment to:

3509 S. Peoria Suite 280, Tulsa, OK 74105

Invoice

Date	Invoice #
9/14/2020	50427

Bill To
UCESC
45 Cardinal Drive
Westfield, NJ 07090
aten: Hope Holt

Ship To

UCESC
attn: Maureen Wakeman
45 Cardinal Drive
Westfield, NJ 07090

Quote#	S.O. No.	P.O. No.	Terms	Due Date	Rep	Delivery Date
200901	50427		Due on receipt	9/14/2020	HN	9/11/2020

Description	Rate	Invoiced	Amount
KN95 Face Masks	0.90	7,500	6,750.00T
Reusable Splash Protective Face Shield	2.30	4,500	10,350.00T
3 Ply Disposable Face Mask	0.45	15,000	6,750.00T

Total	\$23,850.00
-------	-------------

1.5% SERVICE CHARGE IF NOT PAID WITH 30 DAYS OR WITHIN THE TERM TIME SET ABOVE - WHICHEVER IS GREATER.

Phone #	Fax	Email	Website
908-789-2700		orders@anwinc.com	anwinc.com

UNION COUNTY EDUCATIONAL SERVICES COMMISSION - WESTFIELD, NEW JERSEY 07090-1099

CHECK NUMBER : 0000065874

REMITTANCE ADVICE			
DATE	PO # / REF #	INVOICE / NOTES	AMOUNT
SEP-22-2020	21-00303	50427	
SEP-22-2020	21-00303	50427	2,861.00
SEP-22-2020	21-00303	50427	3,816.00
SEP-22-2020	21-00303	50427	4,531.00
SEP-22-2020	21-00303	50427	5,247.00
SEP-22-2020	21-00303	50427	7,395.00

VENDOR NUMBER : 7547

TOTAL CHECK AMOUNT : 23,850.00

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY



UNION COUNTY
EDUCATIONAL SERVICES COMMISSION
45 CARDINAL DRIVE
WESTFIELD, NEW JERSEY 07090-1099

COLUMBIA BANK

55-7193
2212

ACCOUNTS PAYABLE

Check Date	Check Number	Check Amount
SEP-22-2020	0000065874	\$23,850.00

PAY Twenty-Three Thousand Eight Hundred Fifty Dollars and No Cents

VENDOR NUMBER : 7547

O THE
ORDER OF

ABERSON NAROTZY & WHITE
3509 PEORIA SUITE 280
TULSA, OK 74105

Helene Givast
Harold J. [Signature]
Eric Lawson

⑈0000065874⑈ ⑆221271935⑆ ⑈80⑈01828778⑈

Attachment B
Certification Regarding Debarment

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions

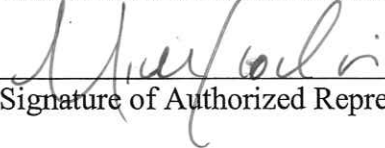
READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.

THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Union County Educational Services Commission
Name of Provider Agency

Michael J. Kowalski, Superintendent
Printed Name and Title of Authorized Representative


Signature of Authorized Representative

10/7/20
Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.

Attachment C

COUNTY OF UNION
CARES ACT – CORONAVIRUS RELIEF FUNDS SCHOOL DISTRICT GRANT
SUB-RECIPIENT CERTIFICATION REGARDING USE OF GRANT FUNDS

I, (name), of full age, hereby certify under penalty of perjury and say:

1. I am the (title) of Union County Educational Services Commission School District (the “Sub-Recipient”). I have served in this position since (date).

2. I have been duly authorized by resolution of the Sub-Recipient governing body to make this Certification and have full authority to act on behalf of and bind the Sub-Recipient. (See Resolution attached hereto as Exhibit “A”).

3. I make this Certification on behalf of the Sub-Recipient as required by the CARES ACT – CORONAVIRUS RELIEF FUNDS GRANT SUBAWARD AGREEMENT (“Agreement”), between the Sub-Recipient and the County of Union. I further make this Certification in support of Sub-Recipient’s grant application request submitted to the County of Union for funds made available to State and local governments through the Coronavirus Aid, Relief, and Economic Security (“CARES Act”) (hereinafter, the “Grant Request”).

4. I understand and acknowledge that this Certification is made pursuant to the Agreement, and that where the provisions of this Certification may conflict with the Agreement, the Agreement shall control.

5. Sub-Recipient shall at all times comply with all terms of the Agreement, the CARES Act, and any State, County, or local rule or law that may be applicable to the Grant Request and the use of any funds distributed to Sub-Recipient resulting from the Grant Request.

6. Sub-Recipient shall only use any funds resulting from the Grant Request for the permitted purposes under the CARES Act. The CARES Act allows state and local governments to make payments for programs that:

- a. are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of the date of enactment [March 27, 2020] of this section for the State or government;
- c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

7. Sub-Recipient is fully qualified and eligible for the Grant Request as required by the Agreement.

8. Sub-Recipient will comply with all federal, state, county, and local laws and rules that may be in any way applicable to the Sub-Recipient’s Grant Request and the use of any funds paid to Sub-Recipient pursuant to the Grant Request as required by the Agreement.

9. Sub-Recipient will return any unobligated Grant Request funds to the County of Union as required by the Agreement.

10. Sub-Recipient will return any excess Grant Request funds to the County of Union as required by the Agreement.

11. Sub-Recipient has not since March 1, 2020 made any change to any CBA, employment contract, or other salary/wage expense as required by the Agreement.

12. Sub-Recipient will not make any change to any CBA, employment contract, or other salary/wage expense during the term of the Agreement as required by the Agreement.

13. Sub-Recipient will perform all work and projects using any Grant Request funds in accordance with the work described in the Agreement – Attachment A as required by the Agreement.

14. Sub-Recipient will retain sufficient records to demonstrate compliance with the CARES Act and the Agreement for a five (5) year period as required by the Agreement.

15. Sub-Recipient will take reasonable measures to ensure confidentiality and security of any confidential data related to the Grant Request as required by the Agreement.

16. Sub-Recipient will comply with all federal audit requirements as required by the Agreement.

17. Sub-Recipient will provide monthly reports to County and additional reports as requested detailing the status of projects and work for which Grant Request funds are used as required by the Agreement.

18. Sub-Recipient will provide the County a close-out report when all funds issued resulting from the Grant Request have been exhausted as required by the Agreement.

19. Sub-Recipient will comply with all monitoring requirements as required by the Agreement, including but not limited to permitting the County to inspect relevant records and interview school district employees.

20. Sub-Recipient will indemnify, defend, and hold the County harmless with respect to the use of any funds resulting from the Grant Request as required by the Agreement.

21. Sub-Recipient will comply with any applicable procurement laws with respect to the use of any funds resulting from the Grant Request, including but not limited to, the Local Public Contracts Law, as required by the Agreement.

22. Sub-Recipient will include a clause in agreements with contractors and sub-contractors, if any, that contractors and sub-contractor must indemnify, defend, and hold harmless the Sub-Recipient, County, and Federal government with respect to the use of any funds resulting from the Grant Request, as required by the Agreement.

23. Sub-Recipient will comply with ADA and all applicable requirements with respect to the use of any funds resulting from the Grant Request as required by the Agreement.

24. Sub-Recipient will reimburse County for any funding the Sub-Recipient receives that is duplicative of any funds resulting from the Grant Request as required by the Agreement.

25. To the best of my knowledge and belief, the Sub-Recipient and I:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions

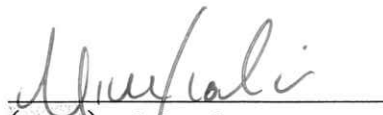
by a Federal, State or County department or agency;

- b. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- d. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are eligible for the purposes and objectives set forth in the terms and conditions of the award. Any funding by the County under this award shall not constitute an acknowledgement by the County that the use of such funds by are in in any way deemed eligible under the terms of the CARES Act. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

DATED:

Services Commission School District



(name) **Michael J. Kowalski**

(title), **Union County Educational**

Attachment D Deliverables and Submittals

<u>Deliverable or Submittal</u>	<u>Frequency</u>
Grant Agreement, Certification Regarding Debarment and Certification of Use of Grant Funds	Prior to first Request for Reimbursement
Resolution from Sub-Recipient accepting Award	Prior to first Request for Reimbursement
Request for Reimbursement with backup documentation	Prior to any funding by County
Reports	Monthly and Quarterly pursuant to the Grant Agreement
Final Report	At closeout of the Grant
Reimbursement Documentation Required: Supporting documentation must be able to stand the test of audit. Supporting documentation may include, but are not limited to: payroll registers, accounts payable registers, copies of purchase order packets, invoices and applicable vendor history reports, copies of cancelled checks, and copies of bank statements showing cancelled checks, and written explanation of the need for the funds requested	