



COUNTY OF UNION

DEPARTMENT OF FINANCE OFFICE
Bibi Taylor, Director/County Treasurer

October 16, 2020

**BOARD OF
CHOSEN FREEHOLDERS**

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ANGEL G. ESTRADA
Vice Chairman

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ANDREA STATEN

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EDWARD T. OATMAN
County Manager

AMY C. WAGNER
Deputy County Manager

BRUCE H. BERGEN, ESQ.
County Counsel

JAMES E. PELLETIERE, RMC
Clerk of the Board

Sent Via Regular Mail and Email gtatum@twpunionschools.org
Union Township School District
2369 Morris Avenue, Union, NJ 07083
Attn: Gregory Tatum, Superintendent

Re: CARES Act – Coronavirus Relief Funds School District
Notice of Award and Grant Subaward Agreement

Dear Superintendent Tatum:

On behalf of Chairman Al Mirabella and the Members of the Board of Chosen Freeholders, enclosed, please find an updated Notice of Award and, if an Agreement has not yet been executed an updated Grant Agreement or, if an original Grant Agreement has been executed, a First Amendment to Grant Agreement.

The Board of Chosen Freeholders has revised the Grant Agreement to (i) increase the grant award amount from \$42.18 per pupil up to \$50.00 per pupil and (ii) to streamline the process for reimbursement by requiring only a listing of eligible expenditures that have been incurred by the school district and a certification acknowledging the expenditures.

Please review and return five originals of the Agreement along with all other requirements provided in the Notice of Award and the Agreement.

Should you have any questions regarding this correspondence, please contact Cathy Campanella at (908) 527-4829 or via email UCCARESACT@ucnj.org

Sincerely,

Bibi Taylor, Director/County Treasurer

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

(908) 527-4200

www.ucnj.org

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COUNTY OF UNION

DEPARTMENT OF FINANCE
Bibi Taylor, Director/County Treasurer

October 15, 2020

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Sent Via Regular Mail and Email gtatum@twpunionschools.org
Union Township School District
2369 Morris Avenue, Union, NJ 07083
Attn: Gregory Tatum, Superintendent

Re: CARES Act – Coronavirus Relief Funds School District
Grant Subaward Agreement (the “Agreement”)

Dear Superintendent Tatum:

On behalf of Chairman Al Mirabella and the Members of the Board of Chosen Freeholders, please accept this letter as an updated conditional notice of approval of a Subaward not to exceed 358,550.00 for the period of July 1, 2020 through December 30, 2020 for the Union Township School District (hereinafter the “School District”).

The purpose of this Grant is to provide financial assistance to school districts throughout the County of Union to be used for expenses eligible under section 6.01(d) of the Social Security Act, and more specifically for the following limited purposes:

- A. Adhering to health monitoring and cleaning and disinfecting protocols;
- B. Hiring staff and contractors to implement health and safety protocols;
- C. Provide personal protective equipment to staff and students;
- D. Purchase additional supplies and textbooks to facilitate distance learning

The following documents and attachments are included with this letter:

1. The Agreement, including the following attachments:
 - a. Attachment A to Agreement – Request for Reimbursement
 - b. Attachment B to Agreement – Certification Regarding Debarment
 - c. Attachment C to Agreement – Certification of Use of Grant Funds
2. Deliverables and Submittals

ADMINISTRATION BUILDING

Elizabethtown Plaza

Elizabeth, NJ 07207

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Union Township School District
October 15, 2020
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In order to satisfy the conditions of this notice, the Agreement along with Attachment B and Attachment C must be executed and the school district must provide the County with a resolution accepting the award. In order to begin receiving reimbursements the Request for Reimbursement must be completed along with all submittal requirements as outlined in the Deliverables and Submittals document.

The School District understands that any approval or release of funds pursuant to this letter or the Agreement are subject to the terms and conditions of this letter and the Agreement.

Should you have any questions regarding this subaward notice, please contact Cathy Campanella at (908) 527-4829 or via email UCCARESACT@ucnj.org

Sincerely,

A handwritten signature in black ink that reads "Bibi Taylor". The signature is written in a cursive, flowing style.

Bibi Taylor, Director/County Treasurer

**FIRST AMENDMENT TO
COUNTY OF UNION CARES ACT – CORONAVIRUS RELIEF FUNDS SCHOOL
DISTRICT GRANT SUBAWARD AGREEMENT**

THIS FIRST AMENDMENT TO THE COUNTY OF UNION CARES ACT – CORONAVIRUS RELIEF FUNDS SCHOOL DISTRICT GRANT SUBAWARD AGREEMENT (“First Amendment”) is made as of this 15 day of October 2020 (the “Effective Date”), by and between COUNTY OF UNION, Administration Building, Department of Finance – 5th Floor, 10 Elizabeth Plaza, Elizabeth, New Jersey 07207 (the “County”) and the **Union Township School District**, whose address is 2369 Morris Avenue, Union, NJ 07083 (“Sub-Recipient”). The County and Sub-Recipient are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

- A. The County and Sub-Recipient previously entered into that certain Grant Agreement, dated September 15, 2020 (the “Grant Agreement”). Each capitalized term not defined in this First Amendment has the meaning ascribed to it in the Grant Agreement.
- B. The Grant Agreement contemplated that Sub-Recipient would receive \$302,452.60 in Federal Funds Obligated by the Grant Agreement.
- C. Since the execution of the Grant Agreement, the County has agreed to increase the amount of the Subaward to an amount not to exceed the amount as provided in the updated Grant Award Letter dated October 8, 2020.
- D. While Sub-Recipient shall include a listing of the requests for reimbursements pursuant to the Grant Agreement as amended herein and the Sub-Recipient shall remain liable and obligated for all information and documentation relative to each request for reimbursement, the Sub-Recipient is not required to provide all backup documentation with each request for reimbursement.
- E. Attachment A of the Grant Agreement, entitled Request for Reimbursement, is hereby revised in accordance with Attachment A hereto and included herein.
- F. Attachment D of the Grant Agreement, entitled Deliverables and Submittals, is hereby revised in accordance with Attachment D hereto and included herein.
- G. As such, the Parties desire to amend the Grant Agreement to accommodate these changed circumstances as provided herein.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, incorporating the above recitals, the Parties agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by this reference.
- 2. Grant Agreement; First Amendment. Except as expressly set forth in this First Amendment, the Grant Agreement shall remain unmodified and in full force and effect, and is hereby affirmed and ratified. In the event of any inconsistency between the terms of the Grant Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control in all respects. All references to the Grant Agreement shall be deemed references to the Grant Agreement as amended hereby.

3. Schedule 1 Amended. Schedule 1 of the Grant Agreement is hereby amended to reflect that the Amount on the Notice of Award dated October 8, 2020. Additionally, Schedule 1 is hereby amended to reflect that the End Date shall be December 30, 2020.
4. Section 8, Period of Performance, Amended. Section 8 of the Grant Agreement shall be deleted in its entirety and replaced with the following:

“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 30, 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. For purposes of this Grant Agreement, the Sub-Recipient shall have until March 15, 2021 to pay for costs incurred during the period of performance and the County shall reimburse such payments pursuant to the terms of this Grant Agreement.”

5. Attachment A Amended. Attachment A of the Grant Agreement is hereby amended consistent with the attached Exhibit A, which is incorporated herein by this reference.
6. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this First Amendment and shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope and breadth permitted by law.
7. Further Action/Amendment. The Parties shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this First Amendment.
8. Counterparts. This First Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.
9. Governing Law. This First Amendment shall be construed and enforced in accordance with the laws of the State of New Jersey.
10. No Third Party Beneficiary Rights. This First Amendment is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.
11. Authority. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this First Amendment.

[SIGNATURE PAGES FOLLOW]

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

ATTEST:

COUNTY OF UNION

James P. Pellittieri
Clerk of the Board

Edward T. Oatman
County Manager

ATTEST:

Union Township School District
