



State of New Jersey

DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
PO Box 334
TRENTON NJ 08625-0334

PHILIP D. MURPHY
Governor
SHEILA Y. OLIVER
Lt. Governor

DOUGLAS H. FISHER
Secretary

January 11, 2021

Mr. Frank Rizzo, Business Administrator
Black Horse Pike Regional Board of Education
580 Erial Road
Blackwood, NJ 08012

Agreement #00700390

Dear Mr. Rizzo:

Congratulations! We are pleased to inform you that the ***Black Horse Pike Regional Board of Education*** will receive funding from the FY 2020 NSLP Equipment Assistance Grant allocated to the State of New Jersey from the US Department of Agriculture (USDA). Listed below is the final, non-negotiable determination of the grant award for your district/school(s) as specified:

<u>Equipment</u>	<u>Price</u>	<u>School</u>
Walk-in Cooler	\$18,800.00	Highland Regional High School

TOTAL AWARD: \$18,800.00

The signed Agreement is due to this office by February 15, 2021. A scanned copy should be emailed to Melissa.pajak@ag.nj.gov. A fully executed copy of the agreement will be returned to you.

After the equipment is purchased, all detailed invoices documenting the expenditures for approved equipment for the specific schools noted above must be emailed to the Division of Food and Nutrition office. Documentation guidelines are enclosed. As soon as the documentation is received and approved by this office, a reimbursement will be disbursed to the School Food Authority (SFA). All equipment grant reimbursements will be issued by ACH (electronic funds transfer) in the same manner that school lunch/breakfast funds are provided and will be noted as "EquipGr2020". All grant funds must be expended no later than June 30, 2021.

Please keep in mind you are required to comply with the terms of this award letter and the attached agreement. Failure to do so will result in loss of funds.

Both the signed Agreement and the purchase documentation should be emailed to Melissa Pajak, Assistant Division Director at the email address provided above. **Documents need to be clearly identified with the district name and the Child Nutrition Program Agreement number.**

Thank you for your interest in improving the infrastructure of the school lunch program and for providing healthier and safer meals to New Jersey's students. Feel free to contact the office at 609-984-0692 with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Rose Tricario", with a long horizontal flourish extending to the right.

Rose Tricario, Director
Division of Food and Nutrition

Enclosures

Cc: Food Service Director



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NEW JERSEY National School Lunch Program Equipment Assistance GRANT AGREEMENT

This Agreement is between the New Jersey Department of Agriculture (hereinafter, the "NJDA") and the **Black Horse Pike Regional Board of Education**, a School Food Authority, CN Agreement #00700390 (hereinafter, the "SFA").

NJDA received an award from the United States Department of Agriculture (hereinafter, the "USDA"), under the authority of the FY 2020 Agriculture Appropriations Act, to be used to provide Equipment Assistance grants to eligible SFA's participating in the National School Lunch Program (NSLP). The SFA herein meets all eligibility requirements, and is awarded a National School Lunch Program Equipment Assistance grant properly titled "CNP School Meals Equip" CFDA No. 10.579.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

A. NJDA SHALL:

1. Award the SFA an amount not to exceed dollars **\$18,800.00** to cover the cost of obtaining program equipment, described more fully in the award letter attached hereto, that improves the quality of school meals. Additionally, the equipment may improve the safety of food served in the school meal programs, and/or improve the overall energy efficiency of the school food service operations, and/or assist in the presentation and arrangement of foods to entice healthier selections, and/or improve or expand participation in the NSLP and/or School Breakfast Program while serving healthier meals that meet the new nutritional standards for schools as required by the Healthy, Hunger-Free Kids Act of 2010.
2. Reimburse the actual cost of equipment expenditures within thirty (30) days of NJDA's receipt of documentation from the SFA verifying the cost of the equipment, but not later than July 30, 2021. The total amount distributed to the SFA by NJDA shall not exceed the maximum grant award as specified in this Agreement and the award letter. **Costs incurred prior to the date of this Agreement or after June 31, 2020, will not be reimbursed.**

B. SFA SHALL:

1. Return the signed Agreement with original signatures to NJDA at the address specified in the award letter **no later than February 15, 2021.**
2. Conduct a non-profit food service as required under Section 19 of the Richard B. Russell National School Lunch Act.
3. Expend all grant funds in accordance with applicable federal, state, and local procurement laws and regulations **no later than June 30, 2021.**
4. Refund to NJDA any grant funds received that are in excess of actual expenses or the total cost of the equipment **no later than July 30, 2021.**
5. Submit to NJDA one progress report that details the types of equipment purchased for each school site, the accomplishments and challenges in expenditure activities, the impact on the school food service operation from the purchased equipment, reasons for any unliquidated funds, potential return of equipment, and serial/model numbers of the equipment **no later than June 30, 2021.**
6. Submit to NJDA only "paid in full" invoices and purchase receipts for reimbursement.
7. The SFA agrees to provide funds to the approved school(s) listed below, under its jurisdiction, to be used in connection with school lunch programs operated under the Child Nutrition Act of 1966 (the Act), Section 23 (42 U.S.C. 1793), as amended by Section 105 of the Healthy Hunger-Free Kids Act of 2010 (Public Law 111-296).

Highland Regional High School

8. Ensure that the school(s) identified in Item 7 above purchase only the approved equipment in accordance with the quotes provide by the SFA in their application and the award letter.
9. Maintain full and accurate financial, labor, maintenance and inventory records, and keep such records for on-site inspection for a period of seven (7) years after the end of the fiscal year to which they pertain. This includes warranty and service information and documentation provided by the manufacturer, as well as serial numbers, model numbers, and operation and service manuals provided upon delivery for all equipment purchased and/or installed.
10. Make available to NJDA for examination and audit, at any reasonable time and place, all accounts and records pertaining to the operations and equipment purchase activities conducted pursuant to this Agreement and allow access to its facilities by NJDA employees, auditors, inspectors and agents during normal business hours for on-site inspection of equipment and records.
11. Have and retain sole responsibility of ensuring compliance with the terms and conditions of this Agreement.
12. Report any and all loss, theft or vandalism of equipment to the local law enforcement agency and file a police report and/or complaint. Notify NJDA immediately in writing of the specific details and circumstances surrounding the damage or loss, regardless of the reason for the damage or loss, and any and all steps taken by the SFA to mitigate and/or prevent the damage or loss. If it is determined that the SFA did not take reasonable precautions to safeguard the equipment in its possession, the SFA may be barred from future school grant funding opportunities. Lost equipment will not be replaced.
13. Comply with all reporting instructions and guidance from either NJDA or the USDA.
14. Notify NJDA of its intention to terminate participation in the National School Lunch and Breakfast Program in order to ensure proper disposition of any and all equipment or tangible items purchased with this Equipment Assistance Grant award.

C. INDEMNIFICATION:

The SFA hereby agrees to indemnify and hold harmless the State of New Jersey, its officers, agents, departments, agencies and employees from any and all liabilities, claims, demands, suits, losses, damages, costs, fines, expenses, attorneys' and witnesses' fees, actions and causes of action arising out of any act or occurrence pertaining to the performance of this Agreement, including, but not limited to the storage, use, handling, installation and distribution of any FY 2020 NSLP Equipment Assistance Grant funds provided hereunder to or by the SFA, its officers, agents and employees. This indemnification shall survive the termination of this Agreement, as hereinafter provided, as to any acts or occurrences performed or to be performed hereunder.

D. COMPLIANCE:

The SFA agrees that the distribution and use of the FY 2020 NSLP Equipment Assistance Grant funds shall be in accordance and compliance with all Federal, State, County, and Municipal laws, rules, policies and regulations applicable to the activities in which the SFA is engaged in the performance of this Agreement. The SFA understands that it is responsible for any improper distribution or use of these grant funds and in the event of non-compliance, the SFA may be required to return to NJDA all funds distributed pursuant to this Agreement.

E. TERMINATION:

This Agreement shall be in effect from the date of execution by both parties until June 30, 2021, unless terminated sooner.

This Agreement may be terminated upon ten (10) days written notice by either party.

NJDA may terminate this Agreement immediately upon receipt of evidence that the SFA has not complied with the terms and conditions of this Agreement.

In either event, the SFA must return to NJDA all grant funds that have not been issued or used as of the date of termination. These funds must be returned to NJDA within ten (10) days of the notice of termination. Additionally, the SFA shall maintain all records in accordance with sections B (8) and B (9) above.

All obligations of the SFA which expressly, or by their nature, survive the termination of this Agreement shall continue in full force and effect subsequent to, and notwithstanding, the termination and until they are satisfied or by their nature expire.

IN WITNESS WHEREOF, NJDA and the SFA agree to comply with all the requirements stated herein and have caused this Agreement to be executed on the day(s) and year below:

Name of SFA (as registered in SAM**)

County

Address (as listed in SAM**)

DUNS Number

City, State, Zip Code

Signature on behalf of the SFA

Signature on behalf of NJDA

Name of School Business Administrator

Rose Tricario

Director, Division of Food and Nutrition

Signature

Signature

Date Signed

Date Signed

**According to the Federal Funding Accountability and Transparency Act (P.L. 109-282) all recipients of federal funding must obtain and maintain current and updated System for Award Management System Registration (SAM):

I hereby certify that the _____ (SFA) has a valid SAM Registration. The expiration date of this registration is _____.