



C000073983

SUBRECIPIENT AGREEMENT

**COUNTY OF LYCOMING
OFFICE OF THE COMMISSIONERS
COVID-19 COUNTY RELIEF BLOCK GRANT**

THIS SUBRECIPIENT AGREEMENT made and entered into this _____ day of _____,
2020,

BY

AND

BETWEEN

County of Lycoming, hereinafter referred to as "COUNTY", with its principal place of business at:

48 W 3rd St,
Williamsport, PA 17701

AND

Montoursville Area School District, hereinafter referred to as "SUBRECIPIENT", with its principal place of business at:

50 N. Arch Street
Montoursville, PA 17754

WITNESSETH:

WHEREAS, the COUNTY has been awarded a COVID-19 County Relief Block Grant (CRBG) as further prescribed under the provisions of the Coronavirus Aid, Relief, and Economic Security Act, 2020 Enacted H.R.748, 116 Enacted H.R. 748, (the "CARES Act") the U.S. Department of the Treasury is authorized to transfer funds to the Commonwealth to cover costs of the Commonwealth that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Commonwealth or government; (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the COUNTY wishes to financially assist the SUBRECIPIENT in carrying out the activity(ies) hereinafter defined; and

WHEREAS, the SUBRECIPIENT desires said financial assistance and acknowledges that they shall comply with federal and state regulations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

ARTICLE I THE SERVICES OF SUBRECIPIENT

Subject to the terms of this AGREEMENT, the COUNTY hereby grants to the SUBRECIPIENT out of CRBG funds appropriated to the COUNTY by DCED in accordance with the CRBG Program funds in the amount of three hundred and eighty-six thousand and six hundred dollars (\$386,600.00) or such portion thereof as may be required. Which said grant is made subject to the condition that it shall be used by the SUBRECIPIENT to carry out the following activity(ies): COVID-19 related expenditures for the safe reopening of schools and to adhere to and meet the Center for Disease Control (CDC) guidelines.

ARTICLE II COMPLIANCE WITH DCED, UNIFORM GUIDANCE, AND COUNTY REQUIREMENTS

All activities authorized by this AGREEMENT shall be performed in accordance with the CRBG Program Under Article I-C entitled Emergency COVID-19 Response, Subarticle D, Section 130-C entitled County Block Grant of the act of May 29, 303 (PL. 186, No. 24) amending the Fiscal Code (the "Act") and other applicable federal and state statutes and regulations and special conditions, relevant directives and guidelines provided by DCED and/or the COUNTY. The SUBRECIPIENT acknowledges that this AGREEMENT is subject to all requirements as set forth in the AGREEMENT and further agrees that it will comply with all future requirements determined by DCED or the COUNTY, as necessary.

The SUBRECIPIENT also agrees to comply with Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards," the following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

The SUBRECIPIENT further acknowledges and agrees as the "Contractor" to all terms and conditions in attachment "D."

ARTICLE III CONSULTANT

COUNTY has designated SEDA-Council of Governments' (SEDA-COG), 201 Furnace Road, Lewisburg, PA 17837, as its Agent for the implementation, oversight, and administration of this Program. SUBRECIPIENT hereby agrees to recognize this agency designation, engage SEDA-COG, cooperate fully, and accept direction from SEDA-COG's staff in the same manner as if provided by COUNTY. COUNTY acknowledges that SEDA-COG shall review and approve any and all release of CRBG funds due to SUBRECIPIENT under the terms of this AGREEMENT, and decisions of SEDA-COG and COUNTY shall be final.

ARTICLE IV EFFECTIVE DATE AND TERMINATION DATE

Subject to the provisions of this AGREEMENT and the availability of state and federal funds, the term of this AGREEMENT shall be effective on _____, and shall terminate on December 30, 2020. The SUBRECIPIENT acknowledges that failure to complete the project, assisted in whole or in part by

these funds, on or before this termination date, shall render the project ineligible and require repayment/surrender of all CRBG funds.

ARTICLE V FISCAL DUTIES OF THE SUBRECIPIENT

- A) The funds under this AGREEMENT will be requisitioned by the COUNTY on behalf of the SUBRECIPIENT upon receipt of copies of approved, eligible invoices. Payment to the SUBRECIPIENT or subcontractor shall be only due upon receipt of funds from the CRBG program by the COUNTY.
- B) In the case of direct costs incurred by the SUBRECIPIENT, payment will be made by the COUNTY upon receipt of a certified statement of said costs. Requests shall be on the form provided by the COUNTY.
- C) The SUBRECIPIENT agrees that it will use the funds granted hereunder or as much as may be necessary to complete the aforesaid activity(ies) in accordance with the terms proposed. If, after all or any part of the funds have been paid, the SUBRECIPIENT decides to terminate or alter the activities, the COUNTY, in its sole discretion, may require repayment or redirection of the funds theretofore paid.
- D) The SUBRECIPIENT agrees to avail all books and records to the COUNTY in order to facilitate any audit required by the COUNTY, its Agent and/or DCED.
- E) In the event the COUNTY shall be entitled to repayment or redirection of use of all, or a portion of the funds granted herein, the repayment or redirected use shall include, if any, all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal, or mixed) purchased with the funds granted herein. Upon request by the COUNTY for repayment, a check shall be written for the principal plus the total of any such interest, income, accumulations, or appreciation in value.
- F) Any income received by the SUBRECIPIENT resultant from the use of these CRBG funds must be transferred to the COUNTY. COUNTY shall document and report this income as required by DCED. Income shall include, but is not limited to, repayments of interest and/or principal on loans, interest on revolving funds, proceeds from the sale or lease of property or equipment purchased with CRBG funds, and as further delineated in 24 CFR, Part 570.500, excluding, however, any income received through special assessments of non-low and non-moderate-income residents which shall be retained and expended for the activities for which the SUBRECIPIENT received these CRBG funds as specified herein at ARTICLE I, Paragraph (A).
- G) The COUNTY shall report on all income earned during the reporting year.
- H) Budget and Costs
 - 1) The SUBRECIPIENT shall request disbursement of activity costs in accordance with the budget. No other request shall be made. In no event may the COUNTY'S share of the budget be increased unless and until a properly submitted budget revision proposal is considered, approved, and made a part hereof by the COUNTY.
 - 2) The SUBRECIPIENT shall charge to the account all approved costs of the activity. All such costs, including services contributed by the SUBRECIPIENT or others and charged to the account, shall be supported by properly executed payroll records, time records, invoices, contracts, vouchers or other records indicating, in proper detail, the nature and propriety of the charge.

**ARTICLE VI
TERMINATION FOR DEFAULT, CONVENIENCE
OR AVAILABILITY OF FUNDS**

A) Termination for Default

If, through any cause, the SUBRECIPIENT shall fail to fulfill, in a timely and proper manner, its obligations under this AGREEMENT, or in the event of violation of any of the covenants contained herein, the COUNTY shall thereupon have the right to terminate this AGREEMENT by giving written notice to the SUBRECIPIENT specifying the effective date of termination. Said notice shall be given in writing to the SUBRECIPIENT and will be effective upon receipt by the SUBRECIPIENT. In such event, all records and such grant monies as may have been expended contrary to the terms of this AGREEMENT, shall be turned over to the COUNTY.

B) Termination for Convenience

The COUNTY or SUBRECIPIENT may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

C) Any and all payment from the COUNTY to the SUBRECIPIENT under this AGREEMENT is conditioned upon receipt of appropriately budgeted funds from DCED's CRBG Program.

D) Termination of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**ARTICLE VII
TEMPORARY SUSPENSION OF PROJECT**

The SUBRECIPIENT shall suspend all or any part of its activities utilizing funds granted by the COUNTY, at any time during the period covered by this AGREEMENT, upon receiving written notice from the COUNTY or its Agent. The COUNTY or its Agent may give notice to suspend:

- 1) For violations of regulations, audit exceptions, misuse of funds or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity; or
- 2) When, in the opinion of the COUNTY, the activities cannot be continued in such manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster; or
- 3) When, for any reason, the DCED gives notice of termination or suspension to the COUNTY; or
- 4) Temporary suspension of this AGREEMENT shall be in accordance with 2 CFR 200, subpart D. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

**ARTICLE VIII
INTEREST OF THE SUBRECIPIENT**

- A) The SUBRECIPIENT covenants that it and its employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its activities hereunder. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT, it will not knowingly employ any person having any such interest.
- B) The SUBRECIPIENT will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**ARTICLE IX
INTEREST OF MEMBERS OF THE COMMONWEALTH AND OTHERS**

No officer, member or employee of the COMMONWEALTH and no member of its governing body who exercises any functions or responsibilities in the review or approval of services being performed under this AGREEMENT shall participate in any decision relating to this AGREEMENT which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the COMMONWEALTH and no member of its governing body have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

**ARTICLE X
ASSIGNMENT, TRANSFER, COLLATERAL USE**

The SUBRECIPIENT shall not assign any interest in this AGREEMENT, nor shall any interest be transferred by novation or assignment without prior written consent of the COUNTY or its Agent.

**ARTICLE XI
RESPONSIBILITIES OF SUBRECIPIENT**

- A) The SUBRECIPIENT shall perform the activities under this AGREEMENT as an independent SUBRECIPIENT and shall provide workmen's compensation insurance where the same is required, and shall accept full responsibility for the payment of premiums for workmen's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees who are performing services specified by this AGREEMENT.
- B) The SUBRECIPIENT shall hold the COUNTY and its Agent harmless and indemnify from any and all claims, demands, and actions based upon or arising out of any activities performed by its employees under this AGREEMENT in a manner which is contrary to the direction of the COUNTY or its Agent, and shall defend any and all actions brought against the COUNTY and its Agent based upon any such claims or demands. It is understood and agreed that the SUBRECIPIENT'S standard liability insurance policies protect, or shall be endorsed to protect, the COUNTY and its Agent from claims of bodily injury and of property damage arising out of any services performed by the SUBRECIPIENT or its employees or agents under this AGREEMENT, including business and non-business invitees and their property and all other property sustaining damage as a direct or indirect result of the execution of this activity when validly present on SUBRECIPIENT'S premises whether or not actually engaged in the activity at the time the claim inures.

ARTICLE XII RECORDS

The SUBRECIPIENT shall maintain full and accurate records at its principal office or place of business with respect to all matters covered by this AGREEMENT. The COUNTY, its Agent, or any designee, shall have full access thereto during regular business hours and at all times necessary to original instruments, including records or copies thereof in possession, custody or control of the SUBRECIPIENT. This shall include the right to examine and audit, the right to make transcripts therefrom, the right to inspect all activity data, documents, proceedings, records or notes of activities. It shall be the duty of the SUBRECIPIENT to retain all activity records for a period of three (3) years after the final audit and the DCED grant is closed, except in those cases where unresolved audit questions or litigation may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved. (2 CRF 200.333).

ARTICLE XIII PROGRESS REPORTS

The SUBRECIPIENT shall furnish to the COUNTY or its Agent such information as may be necessary for the COUNTY to report to DCED. These reports include, but are not limited to, status reports of the activity, activity accounts, statements, certificates, approvals, proposed budgets, copies of all contracts executed and proposed, employment placement, follow-up reports, any and all other information relative to the activity as may be requested by DCED.

ARTICLE XIV SUBCONTRACTS

- A) The COUNTY or its Agent reserves the right to require the SUBRECIPIENT to submit subcontracts for prior review and approval. If the COUNTY exercises such right by notifying the SUBRECIPIENT of the requirement, the SUBRECIPIENT shall not execute or enter into any subcontract with any person or entity in any respect concerning the activities herein without prior written approval of the COUNTY.
- B) If the COUNTY or its Agent does not notify the SUBRECIPIENT of the requirement of prior review and approval of subcontracts, the SUBRECIPIENT shall submit copies of executed subcontracts for informational and reporting purposes.
- C) The SUBRECIPIENT shall be responsible for the quantity and quality of the performance of any of its subcontracts.

ARTICLE XV AMENDMENTS

This AGREEMENT shall not be subject to any alterations, amendments, extensions, or revisions by any previous, contemporary, or subsequent purported written or oral statement or agreement, except by an AGREEMENT amendment properly executed by the parties. However, revisions to the scope of work, to the proposal or to the AGREEMENT budget may be proposed by the SUBRECIPIENT and approved and made a part hereof upon written notification from the COUNTY.

In addition, the SUBRECIPIENT is subject to COUNTY directives as stated in ARTICLE II of this AGREEMENT. Thus, a directive may be issued by DCED that would result in amending a requirement or provision of this AGREEMENT.

ARTICLE XVI PROJECT OFFICERS

The COUNTY and the SUBRECIPIENT shall each designate a Project Officer who shall be its authorized representative in all matters relating to this AGREEMENT. COUNTY hereby designates SEDA-Council of Governments', 201 Furnace Road, Lewisburg, PA 17837, as their Agent and authorized representative.

ARTICLE XVII ASSURANCES

- A) The SUBRECIPIENT, on behalf of the COUNTY and to the extent possible by its participation, makes assurances that it will carry out its responsibilities under this AGREEMENT in compliance with the following statutes, regulations or guidelines.
- 1) Office of Management and Budget 2 CFR 200, entitled "Uniform Administrative Requirements for Federal Awards." The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.
 - 2) Davis-Bacon Act, P.L. 86-624, as amended (40 U.S.C. 276a - 276a-5).
 - 3) Contract Work Hours & Safety Standards Act, P.L. 87-581 (40 U.S.C. 327 et seq).
 - 4) Copeland "Anti-kickback" Act (40 U.S.C. 276c). DOL regulations at 29 CFR Parts 1, 3, 5, 6 and 7. These regulations implement the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act.
 - 5) Title VII of the Civil Rights Act of 1964, Sexual Harassment.
 - 6) Age Discrimination Act of 1975, P.L. 94-135 (42 U.S.C. 6101 et seq).
 - 7) Section 504 of the Rehabilitation Act of 1973, P.L. 95-602 (29 U.S.C. 794).
 - 8) Executive Order 11246, Equal Opportunity in Federal Employment, September 24, 1965 (30CFR 12319), as amended by Executive Order 12086, October 5, 1978 (43CFR 46501). This Executive Order prohibits discrimination and directs affirmative action efforts in federally assisted programs.
 - 9) Pennsylvania Act 43 (May 11, 2006) prohibiting employment of illegal alien labor.
 - 10) Pennsylvania Human Relations Act P.L. 47 (43 P.S. 951 et seq.)
 - 11) Public Works Verification Act.
 - 12) Title IV of the Lead-Based Paint Poisoning Prevention Act P.L. 91-695, as amended (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
 - 13) Architectural Barriers Act of 1968 P.L. 90-480, as amended (42 U.S.C. 4151 et seq).

- 14) Section 6002 of the Resources Conservation and Recovery Act of 1976, P.L. 94-580, as amended (42 U.S.C. 6962), and regulations at 40 CFR Part 249. 24 CFR Part 39, Cost Effective Energy Conservation Standards.
- 15) Pennsylvania Steel Products Procurement Act P.L. 6 (73 P.S. 1881 et seq.).
- 16) Separate specifications for general construction, plumbing, HVAC, and electrical work: separate bids and contracts, P.L. 155 (71 P.S. 1618).
- 17) SUBRECIPIENT shall comply with the PA Prevailing Wage Act of 1962, as amended (43 PS 165-1 through 165-17), when applicable.
- 18) During the term of this AGREEMENT, SUBRECIPIENT agrees as follows:
 - a) SUBRECIPIENT shall not discriminate against any employee, applicant for employment, independent SUBRECIPIENT or any other person because of race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. SUBRECIPIENT shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. SUBRECIPIENT shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause, as included in Attachment A, hereto attached.
 - b) SUBRECIPIENT shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, gender identity, or sexual orientation.
 - c) SUBRECIPIENT shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. SUBRECIPIENT shall include the provisions of this sexual harassment clause in every subcontract, so that such provisions will be binding upon each subcontractor.
 - d) SUBRECIPIENT shall send each labor union or workers' representative, with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by SUBRECIPIENT.
 - e) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that SUBRECIPIENT had delegated some of its employment practices to any union, training program or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the SUBRECIPIENT was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
 - f) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that SUBRECIPIENT will be unable to meet its obligations

under this nondiscrimination clause, SUBRECIPIENT shall then employ and fill vacancies through other nondiscriminatory employment procedures.

- g) SUBRECIPIENT shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of SUBRECIPIENT'S noncompliance with the nondiscrimination clause of this AGREEMENT or with any such laws, this AGREEMENT may be terminated or suspended, in whole or in part, and SUBRECIPIENT may be declared temporarily ineligible for further COMMONWEALTH contracts, and other sanctions may be imposed and remedies invoked.
- h) SUBRECIPIENT shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If SUBRECIPIENT does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.
- i) SUBRECIPIENT shall actively recruit minority or subcontractors with substantial minority representation among their employees.
- j) SUBRECIPIENT shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- k) SUBRECIPIENT obligations under this clause are limited to the SUBRECIPIENT'S facilities within Pennsylvania or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

B) Access to Information

SUBRECIPIENT will provide reasonable access to citizens to all information regarding its CRBG-assisted activities and management.

C) Acknowledgment of Commonwealth Assistance

SUBRECIPIENT shall acknowledge the following:

Any publication concerning a project financed by DCED will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant
From the Commonwealth of Pennsylvania,
[insert name of Grantor]."

Any publication concerning a project financed by federal funds received under a grant administered by DCED will acknowledge Commonwealth grant administration as follows:

"This Project was financed *[in part]* by a grant
From the federal Department of *[Name]*, under the
Administration of the Commonwealth of Pennsylvania,
[insert name of Grantor]."

Signs acknowledging said Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of the Grant Agreement Contract. Acknowledgement of Commonwealth financial assistance may be combined with acknowledgement of other funding sources on project signs or in project publications.

D) Fire Protection and Safety Standards

COUNTY will comply with the provisions of the Fire Administration Authorization Act of 1992 (PL. 102-522).

E) Compliance with the State Contractor's Responsibility Program

- 1) SUBRECIPIENT certifies for itself that as of the date of the execution of this contract, it is not under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.
- 2) SUBRECIPIENT certifies for itself that as of the date of the execution of this contract, of any Commonwealth contract it has no unsatisfied tax liabilities or other Commonwealth obligations.

**ARTICLE XVIII
ADDITIONAL FEDERAL CONTRACTING PROVISIONS**

The SUBRECIPIENT shall have no direct responsibility for the environmental review required by the National Environmental Policy Act of 1969. Satisfaction of this review procedure shall be the responsibility of the federal awarding agency. The SUBRECIPIENT further certifies to the COUNTY that it has and will comply with the following:

Air Quality and Water Quality

The Clean Air Act, (42 U.S.C. 7410-7671q.), and Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended). The SUBRECIPIENT must comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to DCED. Subcontracts in excess of \$150,000 must contain this provision. (2 CFR Part 200 Appendix II (G)).

**ARTICLE XIX
PROHIBITION AGAINST POLITICAL ACTIVITIES**

The SUBRECIPIENT makes assurances that it will comply with the Hatch Act, P.L. 89-554 (5 U.S.C. 1501 et seq), which prohibits certain political activities by state or local officers or employees "whose principal employment is in connection with an activity which is financed, in whole or in part, by loans or grants made by the United States or a federal agency."

The SUBRECIPIENT makes assurances that it will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C 1352) when applying or bidding for an award exceeding \$100,000 file the required certification under the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal Appropriate funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to DCED. (2 CFR Part 200 Appendix II (I)).

ARTICLE XX SEVERABILITY

Should any section or any part of any section of this AGREEMENT be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this AGREEMENT.

ARTICLE XXI CONSTRUCTION

This AGREEMENT shall be interpreted and construed in accordance with federal law, where applicable, and with the laws of the COMMONWEALTH. All of the terms and conditions of this AGREEMENT are expressly intended to be construed as covenants, as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

ARTICLE XXII ENTIRE AGREEMENT

This AGREEMENT, when signed by all of the parties hereto, and Attachment A, B and C, constitutes the full and complete understanding and agreement of all parties and may not be, in any manner, interpreted or fulfilled in contradiction of its express terms as provided above.

ARTICLE XXIII PAYMENT PROVISIONS

The SUBRECIPIENT'S compensation, as stipulated in ARTICLE I, may be made based upon the determination of the SUBRECIPIENT'S needs. The SUBRECIPIENT must invoice the COUNTY for all payments in accordance with directives and on forms supplied by the COUNTY. This grant, or parts thereof, shall become payable under this AGREEMENT when the SUBRECIPIENT has complied all applicable provisions of this AGREEMENT.

ARTICLE XXIV AUDIT

This AGREEMENT is subject to audit by federal and state agencies or their authorized representatives in accordance with the auditing standards promulgated by the Comptroller General of the United States. SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

In the event that any audit of the program is required by any agency of government, the SUBRECIPIENT agrees to allow duly authorized examiners full access to and the right to examine any pertinent books, papers, documents and records within their custody or control.

In compliance with Uniform Guidance 2 CFR 200.330, COUNTY shall monitor the level of federal expenditures within a single year by the SUBRECIPIENT to ensure compliance with the Single Audit Act. In the event the SUBRECIPIENT expends more than \$750,000 of any federal funding within its fiscal year, the SUBRECIPIENT will be required to comply with the Single Audit Act, 2 CFR 200.501. To ensure compliance

with the Uniform Guidance, should the Single Audit Act be triggered by the SUBRECIPIENT, the COUNTY shall secure a copy of the SUBRECIPIENT'S single audit. The following applicable requirements of the Uniform Guidance (2 CFR Part 200): to include 2 CFR § 200.303 regarding internal controls, 2 CFR §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year aforesaid.

Program: COVID-19 County Relief Block Grant

Contract No.: C000073983

CFDA No.: 21.019

Federal ID Number: 24-6000733


ATTEST:

(Seal)

ATTEST:


Matthew A. McDermott,
Director of Administration/Chief Clerk

SUBRECIPIENT




David Shimmel, President

County of Lycoming



Scott L. Metzger, Chairman



Tony R. Mussare, Vice-Chairman



Richard Mirabito, Secretary

ATTACHMENT A
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The SUBRECIPIENT agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the SUBRECIPIENT shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the SUBRECIPIENT nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the SUBRECIPIENT nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The SUBRECIPIENT and each subgrantee, contractor and subcontractor represent that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The SUBRECIPIENT and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to

Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The SUBRECIPIENT, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The SUBRECIPIENT, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The SUBRECIPIENT and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the SUBRECIPIENT and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the SUBRECIPIENT, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

ATTACHMENT B CONTRACTING INTEGRITY PROVISIONS

Contractor Integrity Provisions:

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "Affiliate" means two or more entities where:
 - i. a parent entity owns more than fifty percent of the voting stock of each of the entities; or
 - ii. a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
 - iii. the entities have a common proprietor or general partner.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - i. Ownership of more than a five percent interest in any business; or
 - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees, and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - iii. had any business license or professional license suspended or revoked;
 - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation, or anti-trust; and
 - v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its

bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices, or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries

shall be created thereby.

- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

ATTACHMENT C
RIGHT TO KNOW LAW PROVISION

In the event the SUBRECIPIENT receives a request made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104, (RTKL") for records related to or arising out of the Agreement, the SUBRECIPIENT is to contact the COUNTY's designated Right-To-Know Officer for assistance. Given the required timeliness (five (5) business days), of Right-To-Know responses, the SUBRECIPIENT must make every effort to contact the COUNTY within twenty-four (24) hours or less of receipt of the request.

LYCOMING COUNTY COVID-19 PANDEMIC DISASTER RELIEF

SCHOOL DISTRICT GRANT APPLICATION

Please submit this application request by September 30, 2020 via email

Applicant Information:

Today's Date: Sept 28, 2020

School District Name: Montoursville Area School District

Employer Identification Number (EIN): 231667972 Also, attach copy of School District's W-9

FT Employees (as of 3/1/2020) 176 # PT Employees (as of 3/1/2020) 172

School Students within School District that are residents of Lycoming County for the 2020/2021 School Year: 1933
Total # Students in School District: 1933

Allocation Fund Allowance per School District is \$200 per student. The School District may only request a funding allocation for students that reside in Lycoming County.

Funding Allocation Request: \$386,600.00

Please list any other funding received by the School District for Covid Relief: Fed. Cares Act Funding

Organization's Location:

Street Name: 50 N Arch Street

City: Montoursville, PA

Zip Code: 17754

Mailing Address (if different from Organization's Location):

Street Name: _____

City: _____, State: _____ Zip Code: _____

Primary Contact:

First Name: Christina Last Name: Bason

Title: Superintendent of Schools Phone: 570-368-2491

Email: cbason@montoursville.k12.pa.us

Secondary Contact:

First Name: Brandy Last Name: Smith

Title: Business Manager Phone: 570-368-2491

Email: bsmith@montoursville.k12.pa.us

Certification by Applicant

The Applicant hereby certifies that:

1. All information and statements contained in this Application, and all documents and exhibits submitted with this Application, are to the best of Applicant's knowledge, true, accurate, complete and not misleading, as of the date of this Application. Any further information or documentation submitted by Applicant in connection with this Application shall also be subject to this certification, which shall be deemed to be remade as of the date submitted.
2. Applicant has and will continue to fully comply with, all federal, state and local laws and regulations (including Covid-19 restrictions (i.e. social distancing, wearing and requiring wearing of masks, large gathering capacity limits, etc.)) applicable to this grant and applicable to Applicant's business, assets and/or operations, and the Applicant is not currently under investigation with respect to any violation of, or other failure to comply with, any such applicable law or regulation. No funds will be used for any purpose or in any manner that violates federal, state or local laws or regulations. All funds will be utilized for purposes consistent with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").
3. The Application is based on the Applicant's reasonable estimate of financial need for, and all funds will be utilized by the Applicant solely for, working capital, operational costs or COVID-19 health or safety related expenses necessary to maintain or continue the Applicant's operations in Lycoming County, Pennsylvania, including payroll, rent, debt service, supplies, personal protective equipment and other operating expenses, and retrofitting capital costs, and all funds received from this program by Applicant shall be used for such purposes.
4. Applicant will submit additional information and documentation in support of this application and/or the grant requested or awarded with respect to this Application, in each case, upon request, and will permit the County of Lycoming or its representatives, designees or affiliates and Pennsylvania Department of Community and Economic Development (DCED) to inspect and/or audit the books, records, premises and operations of the Applicant to assure compliance with the requirements of this program. Applicant hereby acknowledges and agrees that all information may be shared by and with the County of Lycoming, Pennsylvania ("County"), SEDA-Council of Governments ("SEDA-COG"), their respective partners, designees, affiliates, employees, agents, volunteers and committees to the extent such disclosure is made in connection with the application and this grant program.
5. AVAILABLE FUNDS ARE LIMITED AND SIGIFICANT INTEREST IS ANTICIPATED. Applicant recognizes that there is no assurance that Applicant will be awarded any grant of any size, regardless of how well the Applicant may meet the criteria used for awarding these grants and regardless of what the Applicant may have been told or read with respect to this grant program. As a condition and in exchange for the consideration of receiving and reviewing this application, the Applicant hereby releases and will hold harmless the County, SEDA-COG, their respective partners, designees and affiliates in facilitating and administering this grant program and their respective Board of Commissioners, Boards of Directors, elected and appointed officials, officers, employees, representatives, volunteers and committees of and from any and all claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of this application and any information or documentation of or concerning the Applicant, (b) any decisions or recommendations with respect to this application, (c) the administration of this program and/or the award or denial of funds and/or the sufficiency thereof, and (d) any other matter or thing related to this program.
6. As a condition of Applicant's submission of the Application and receipt of any Benefits made available under the Program, the Applicant hereby releases the County, SEDA-COG, their respective partners, designees and affiliates in facilitating and administering this benefit program and their respective Board of Commissioners, Boards of Directors, officers, employees, representatives, volunteers and committees of and from any claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of the Application, (b) the administration of the Program and/or distribution or delivery of the Benefits available under the Program, (c) the benefits received by the Applicant, and (d) any other matter or thing related to the Program.
7. All decisions and recommendations with respect to this application and this grant are final when made and are non-appealable. The Applicant acknowledges that grant award determination will be made based on both objective and subjective analysis of information available and that award determinations need not follow strictly or consistently any scoring method(s) utilized. The Applicant also acknowledges that the identity of funding applicants and recipients, and award amounts may become public information.
8. Applicant certifies that expenses for which you are seeking grant funds were not used as a cost base against which your business/organization received funding from CARES Act Funds, US SBA PPP or EIDL loan programs, or the CDFI grant program. (Refer to the federal Stafford Act-Section 313 for additional guidance.) In the event DCED determines that the applicant previously received prior assistance from the above mention programs for costs that they already reimbursed themselves and they also used the County's assistance to pay for those same costs, it will be determine that a duplication of benefits have occurred . When such duplications of benefits have been determined, the applicants agrees to pay the full amount of such duplication back to the Lycoming County.
9. Applicant certifies the business/entity has not been cited by any government authority for violating any Covid-19 safety measures (i.e. social distancing, requiring masks, etc.) in the conduct of business since March 1, 2020.
10. The individual signing below is legally authorized by the Applicant to submit this application, to sign this certification and to legally bind the Applicant.

CLAWBACK PROVISION: I understand violation of any of these conditions may require repayment of all or a portion of the grant award, as determined by Lycoming County or assigns.

I hereby agree to all of the above requirements and agree that this Application is final and cannot be edited.

Applicant Signature: _____

Christina Baer

Date: Sept 28, 2020

Commissioners:

SCOTT L. METZGER
Chairman

TONY R. MUSSARE
Vice Chairman

RICHARD MIRABITO
Secretary

Telephone (570) 320-2124
Fax (570) 320-2127



COUNTY of LYCOMING
48 WEST THIRD STREET
WILLIAMSPORT, PA 17701

MATTHEW A. McDERMOTT
*Director of Administration
and Chief Clerk*

J. DAVID SMITH
Solicitor

www.lyco.org
county.commissioners@lyco.org

July 8, 2020

Dear Municipal and Community Officials:

The County of Lycoming Board of Commissioners is pleased to announce the availability of COVID-19 County Relief Block Grant funds. The Coronavirus Aid, Relief, and Economic Security Act (CARES ACT), through the PA Department of Community and Economic Development awarded Lycoming County \$10,231,903 in County Relief funding.

Eligible activities must be for the prevention, preparedness and response to the COVID-19 crisis. Funds may be utilized to assist municipalities, small business grants, and non-profits to pay for expenses and lost revenue among other costs associated with the current pandemic due to COVID-19.

The County is requesting information on any COVID-related expenses that your municipality or organization has spent since March 1st, 2020 or anticipates spending by December 30th, 2020. The County is also seeking information on any lost revenue or projected lost revenue in your budgets that stems from the COVID-19 crisis. The \$10 million CRBG funds may be able to assist in recouping these financial hardships but first we must be able to quantify these losses and expenses.

We want communities to be aware that it is possible that **sufficient funds may not be available for every need.**

Please reply to the initial assessment request no later than July 24th, 2020. This will help establish the need throughout the county. Should you have any questions, please contact Jenny Picciano, Community Development/Lead Planner, at jpicciano@lyco.org or 570-320-2136

Sincerely,

Lycoming County Commissioners


Scott L. Metzger, Chairman


Tony R. Mussare, Vice Chairman


Richard Mirabito, Secretary



**COUNTY OF LYCOMING
2020 COUNTY RELIEF BLOCK GRANT (CRBG)
CORONAVIRUS RESPONSE**

CARES ACT NEEDS ASSESSMENT

The County of Lycoming is requesting information from municipalities, non-profits, and other community-organizations impacted by COVID-19 to help determine how to allocate funds from the federal Coronavirus Aid, Relief, and Economic Security Act (CARES ACT). The County was awarded \$10,231,903 in CARES ACT County Relief Block Grant (CRBG) funds through the PA Department of Community and Economic Development (DCED) to address COVID-19 needs.

Please complete the needs assessment by **July 24th**. Additional information will be available once program guidelines are complete. Funds may be available to assist on any COVID-related expenses that your municipality or organization has spent since March 1st, 2020 or anticipates spending by December 30th, 2020. Information provided will be used to assess community need but does not guarantee that funding will be available to your organization.

CRBG funding must be used to prevent, prepare for, or respond to the impact of COVID-19 for expenses incurred or expected from March 1 – Dec. 30 2020.

To be submitted by July 24, 2020.

To: Jenny Picciano, Community Development/Lead Planner
Lycoming County Department of Planning & Community Development
48 West Third Street
Williamsport, PA 17701
Email: jpicciano@lyco.org

Person/Organization Submitting Funding Request:

Name of Organization _____
Contact Person: _____ Title: _____
Address: _____
Phone: _____ Fax: _____
Email: _____

Organization Type:

☐ Non-profit ☐ School ☐ Municipality ☐ Fire Dept. ☐ Other (specify) _____

ESTIMATED Project Cost:

Amount of CDBG funds requested: \$ _____

USE OF FUNDS*:

ITEM	Amount (\$)	Description
Personal Protection Equipment (PPE) (gloves, disinfectant)		
Lost revenue/ projected lost revenue (due to canceled fundraisers, donations, etc.)		
Internet access/ broadband deployment		
Other (specify: _____)		

Add additional lines as needed

*CRBG funds may be able to assist in recouping these financial hardships but first we must be able to quantify these losses and expenses.

Have other funds have been secured for this need? (List amount and source)

- Include what problem caused by COVID 19 is being addressed. Attach any citations or other documentation available describing the problem.
- Explain the problem in terms of magnitude and duration.
- What is the solution, what you propose to do, and how this action addresses the problem?
- Include who will benefit and why.

Jenny Picciano, Community Development/Lead Planner
570-320-2136
jpicciano@lyco.org

		<p>across multiple spaces. Over 480 students and 40 staff members will be served by this effort.</p> <p>\$3,600.00-Bottle filling stations for each building to replace water fountains as recommended by the CDC and other health organizations. Over 1,900 students and 350 staff members served by this effort along with any community member who enters our buildings.</p> <p>\$5,000.00-Additional filters for HVAC units. Normally we change our air filters in each HVAC unit on a quarterly basis. We now plan on changing the filters every two months or every time we have a reported case of COVID 19 present within one of our buildings. Over 1,900 students and 350 staff members served by this effort directly; their families and the community members who enter the buildings are also served.</p>
Lost revenue/ projected lost revenue <i>(due to canceled fundraisers, donations, etc.)</i>	\$56,000.00	Currently spectators are not allowed to come to any athletic events. The loss of these revenue sources will impact our athletic programs in the following year as the funds received are reinvested back into the extracurriculars annually.
Internet access/ broadband deployment	\$29,008.56	<p>\$12,000.00-The students of the Montoursville Area School District are in need of internet hotspots strategically placed at varying locations and possibly in the homes of students who have no other access should remote learning be determined to be the safest model of educational delivery.</p> <p>\$17,008.56-Should the district be forced into remote learning, it is an expectation that teachers will have to access the internet to deliver high quality academic materials for all students. We anticipate that the professional staff will be capable of doing this from their classrooms or from their homes if they are invoking the Families First Act. These monies support the Zito Media fiber out to Loyalsock Valley Elementary School and the fiber to our other school buildings. Those who do not have internet or have to share bandwidth with their family members or parents will have the ability to come to the school parking lots to download materials. Over 1,900 students and 150 staff members will be served by this effort not only to bring educational opportunities into the homes of our students, but to also allow possible teleworking capability to parents and telehealth opportunities to those who are in need of health care.</p>
Other (specify) Student and Teacher devices for remote education Social Distancing	\$17,640.00 \$1,400.00 \$254,100 \$1,000 \$15,000	<p>The elementary students in Kindergarten and 1st grade will need I pads to be able to access grade level content and applications. These devices will be used in the classroom as well as as the tool necessary to learn remotely. The district did purchase devices and did receive funds for the majority of the student devices, but the youngest learners' machines were not covered by any other grant funding. We are requesting \$294/machine and a total of 60 machines. This effort will serve 60 K/1st grade students.</p> <p>Computer Inventory System. In an effort to be as efficient as possible with funding, the district can utilize the library inventory software to inventory the new student machines. Over 1,900 students will be served by this effort.</p> <p>The professional staff need to be prepared to teach remotely. In order to be capable of connecting with students via the internet, the staff need a laptop, a camera and a wireless microphone. The district has already invested in the Google platforms, learning</p>

		<p>management systems, cyber curriculum and other software that help prevent students from accessing materials on student devices that would be inappropriate. The laptop cost is \$740; the camera cost is \$897; and the wireless microphone cost is \$57.00. We are seeking assistance in purchasing these materials for 150 staff members in order to serve 1,900 students.</p> <p>Directional Graphics-the hallways and corridors will need signage in order to maintain social distancing platforms. We will purchase floor guidance signage as well as wall signage.</p> <p>Furniture to maintain social distancing-The high school is in need of additional items such as cafeteria tables and student workstations to maintain appropriate social distancing guidelines. These items are far less costly than attempting to split up classes and hire additional personnel to serve the student populations. Plus hiring additional personnel would possibly result in future layoffs. Over 685 students will be served by this effort.</p>
Add additional lines as needed		

*CRBG funds may be able to assist in recouping these financial hardships but first we must be able to quantify these losses and expenses.

CRBG recipients must prevent duplication of benefits when carrying out eligible activities. A duplication occurs when a person, household, business, or other entity receives financial assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need.

Have other funds have been secured for this need? (List amount and source)

We are not duplicating items that have been funded by any other source of grants, CARES funds or federal monies.

PROJECT DESCRIPTION NARRATIVE:

Please describe the impact of COVID-19 to your organization and how CRBF funds can assist your organization.

- Include what problem caused by COVID 19 is being addressed. Attach any citations or other documentation available describing the problem.
- Explain the problem in terms of magnitude and duration.
- What is the solution, what you propose to do, and how this action addresses the problem?
- Include who will benefit and why.

Problem Caused by COVID 19 that is being addressed:

The problem being addressed is multifaceted:

- Preparing for Social Distancing guidelines as the government and parents expect schools to reopen in the fall
- Preparing for remote learning when and if those circumstances cannot be obtained due to COVID
- Assuring students will be brought back up to grade level content and mastery
- Providing social and emotional resources for students and families

Problem in terms of Magnitude and Duration:

On March 13, 2020, every student was uprooted from their regular routine. COVID forced them to remain outside our walls; without protection from abuse, without reinforcement of positive behaviors, or the ability to develop their critical thinking skills and mature with their peers. It robbed them of special moments like prom, scholarship awards ceremonies, field trips and graduation. Because we were not prepared for a long-term separation, we could offer only "enrichment and review" not "planned instruction." Therefore, students could cover no new material and lost valuable time. What we learned through it all was that many families in our district did not have reliable internet, teachers did not have the resources to instantly move to a cyber environment and students did not have a consistent device provided by the district that could be content filtered or regulated by the teacher in any way. What we lost in terms of time cannot be regained, but we have now prepared for the next level of expectation in our school culture.

As we anticipate and prepare for the next school year, we realize that academic "slide" will need to be addressed. All while living with the new normal of social distancing parameters as students return to the classroom or work more independently with an online platform. We have been updating our curriculum as students did not receive instruction on core competencies and specific PA Standards in 2019-2020. This will automatically require a more rigorous scope and sequence of activities to address all deficiencies and new materials to be covered in one school year. Remediation and counseling will be necessary to help our students move at such a pace in order to show growth on all standardized tests. Veering between in-person education and online education will need to be done with consistency, patience and professionalism. It is a daunting task, but we must not only ensure that our buildings can be upgraded for the new Department of Health mask order and CDC guidelines as legislators and parents expect school to be open in the fall but we also must be ready for an instant "flip" to online learning platforms should COVID fears increase within our community.

The Solution, What will be Done and Who will Benefit:

While the ultimate solution would be to have our students back in their buildings as "normal," we have prepared for and are ready to adapt to a "new normal" within our classrooms or a remote option for all of our students should the need arise. In just a short period of time, we have:

- Become a 1:1 district offering every student a Chromebook
- Provided sixty-three (63) hours of professional development for teachers focused on remote learning

- Purchased online learning management systems, software that coordinates student and teacher resources, video conferencing tools, online curriculum systems and additional web filtering
- Purchased temperature scanning systems, masks, gaitors and face shields for every person within the district including students, additional cleaning supplies and tools, fogging machines for educational spaces and busses, plexiglass desk shields for every student and plexiglass for every public office space
- Created an online learning platform
- Hired additional custodial staff
- Hired an additional IT staff person to manage the new 1,900 student machines
- Reallocated the time from one teacher to manage our Warrior Online Learning platform

The district has used this time wisely in assessing our shortcomings and ensuring a strengthen educational delivery system for all returning and incoming students. Should we be awarded the funds requested we will be able guarantee our preparedness for whatever COVID changes occur next. Your assistance ensures we meet the needs of nineteen hundred forty-five (1,945) students today who turn into a strong community tomorrow. **We appreciate the level of thoughtful communication you have had with our districts across the region and your willingness to be part of a solution. Thank you!**

Funds are not available for individual assistance through this program. Needs Assessment form submission does not guaranteed funds will be available.

Questions regarding the CRBG funding process should be directed to:

Lycoming County Department of Planning & Community Development
48 West Third Street, Williamsport, PA 17701

Shannon Rossman, Director
570-320-2132
srossman@lyco.org

Jenny Picciano, Community Development/Lead Planner
570-320-2136
jpicciano@lyco.org