



## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**County**”), and **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a domestic not-for-profit corporation with principal offices at 244 Fair Street, Kingston, New York 12401 (“**UCEDA**” or the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

### RECITALS

**WHEREAS**, the County’s Planning Department desires to enter into an agreement for certain economic development services which shall include but not be limited to marketing; education; the provision of resources to businesses, nonprofits and municipalities; and program management services; and

**WHEREAS**, the County has agreed to engage UCEDA, and UCEDA has agreed to contract with the County, to provide marketing; education; the provision of resources to businesses, nonprofits and municipalities; and program management, in accordance with the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the promises and covenants set forth below, the County and the Firm hereby agree as follows:

### ARTICLE 1 - SCOPE OF SERVICES

The Firm agrees to perform the services identified in Schedule A, the Scope of Services (the “**Services**”), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the County will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment, or Addendum to this Agreement, which is executed by the Ulster County Executive (the “**Executive**”) or the Ulster County Director of Purchasing (the “**Purchasing Director**”), after consultation with the head of the County Department responsible for the oversight of this Agreement (the “**Department Head**”), and upon review by the County Attorney’s Office.

### ARTICLE 2 - TERM OF AGREEMENT

UCEDA agrees to perform the Services **beginning January 1, 2018, and ending December 31, 2018.**

If, owing to the actions or neglect of the County, the Firm is prevented from completing the Services within the Term of this Agreement, then the Firm’s sole and exclusive remedy will be to request that a Change Order, Amendment, or an Addendum to this Agreement be issued by the Executive or the Purchasing Director, permitting an extension of time to perform the Services, equal to the time lost due to such delay. Such request must be based upon written notice only, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim, and stating the specific nature of the claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Firm, its subcontractors, agents, assignees, or any other person or entity, for damages arising out of or resulting from any such delays.

### ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified by a mutually agreed upon written Change Order, Amendment, or Addendum to this Agreement, the County agrees to compensate the Firm in accordance with Schedule B, “**Fees, Expenses, and Submissions for Payment,**” which is attached hereto and is hereby made a part of this Agreement. As directed in Schedule B, the Firm shall submit invoices to the County for the Services rendered. Each invoice

must be prepared in such form and supported by such documentation as the County may reasonably require. The County will remit payment to the Firm within sixty (60) days of approval of the invoice by the Department Head and County Comptroller. The County will notify the Firm in writing of its reasons, if any, for objecting to all or any portion of the Firm's invoice and/or supporting documentation.

A **fixed fee** amount of **ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$125,000.00) DOLLARS** has been established for the Services to be rendered by UCEDA. Costs in excess of the above amount may not be incurred without the prior written authorization of the Executive or the Purchasing Director, after consultation with the Department Head, and evidenced only by a written Change Order, Amendment, or Addendum to this Agreement. It is specifically agreed to by the Firm that the County will not be responsible for any additional costs, or costs in excess of the above cost, if authorization by the Executive or the Purchasing Director is not given in writing prior to the performance of any services giving rise to such excess or additional costs.

In the event that the Firm receives payments, from any source whatsoever, in consideration for the same Services provided to the County under this Agreement, the monetary obligation of the County hereunder will be reduced by an equivalent amount, provided, however, that nothing contained herein will require such reimbursement where additional similar services are provided and no duplicative payments are received.

If this is an Agreement for which Firm will, in whole or in part, be compensated with New York State funds, Firm agrees to comply with Executive Order Number 38, which sets limits on state-funded administrative costs and executive compensation contracts. Executive Order Number 38 can be found at the following website address: <https://www.governor.ny.gov/executiveorder/38>.

#### **ARTICLE 4 - EXECUTORY CLAUSE**

The County will have no liability under this Agreement to the Firm or to anyone else beyond funds appropriated and available for this Agreement. The County may terminate this Agreement at the end of any fiscal year if funds are not appropriated and available for this Agreement for the following fiscal year.

#### **ARTICLE 5 – PROCUREMENT OF AGREEMENT**

The Firm represents and warrants that no person or selling agent has been employed or retained by the Firm to solicit or secure this Agreement upon a separate agreement, or upon an understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation. The Firm further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the Parties. The Firm makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm shall neither make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

#### **ARTICLE 6 - CONFLICT OF INTEREST**

The Firm represents and warrants that neither it, nor any of its directors, officers, members, partners, or employees, have any interest, nor will they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the Services to be provided pursuant to this Agreement. The Firm further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest will be employed by it, and that no elected official or other officer or employee of the County, nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, or association in which such official, officer, or employee is directly or indirectly interested, will have any such interest, direct or indirect, in this Agreement, or in the proceeds thereof, unless such person (i) is required by the Ulster County Ethics and Disclosure Law, as amended from time to time, to submit a disclosure form to the County's Board of Ethics, and amends such disclosure form to include their interest in this Agreement, or (ii) if not required to complete and submit such a disclosure form, either voluntarily completes and submits said disclosure form, disclosing their interest in this Agreement, or seeks a formal opinion from the County's Board of Ethics, as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must not make claim for, nor be entitled to recover any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

## **ARTICLE 7 – REPRESENTATIONS BY THE FIRM**

The Firm represents that it is fully licensed (to the extent required by law), experienced, and properly qualified to perform the Services to be provided under this Agreement, and that it is properly permitted, equipped, organized, and financed to perform such Services.

The Firm understands that it may become necessary for the County to submit to governmental agencies and/or authorities, or to a court of law, part or all of the data, analyses, and/or conclusions developed as a result of its performance of these Services. The Firm is aware that there are significant penalties for submitting false information to governmental agencies, including the possibility of fines and imprisonment. The Firm shall be responsible for such penalties resulting from false information submitted to the County by the Firm.

By signing this Agreement, Firm is attesting to that fact that neither it nor any of its employees, agents, representatives, officers, subcontractors, or any other entity or individual providing Services pursuant to this Agreement has been sanctioned, excluded, or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. If Firm or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal, state, or local agency, municipality, or department during the Term of this Agreement, the Firm agrees to provide immediate and detailed notice to the County Attorney regarding such status. Any misrepresentation or false statement related to Firm's status in this regard, or any failure by Firm to immediately notify the County Attorney of any change in such status will result in immediate termination of this Agreement, in addition to such other remedies as may be provided by law, in equity, or pursuant to this Agreement.

## **ARTICLE 8 – CORPORATE COMPLIANCE**

The Firm agrees to comply with all federal, state, and local laws, rules, and regulations governing the provision of goods and/or Services under this Agreement. In particular, the Firm agrees to comply with the laws, rules and regulations of Ulster County, as well as with its Compliance Plan (the "Plan"). The Plan can be viewed at [www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf](http://www.co.ulster.ny.us/downloads/UlsterCountyCompliancePlan.pdf). Alternatively, a hard copy of the Plan will be provided upon Firm's request. The Plan relates to the County's compliance with relevant federal and state fraud and abuse laws. The Firm represents and warrants that it has read and understands the Plan and agrees to abide by its terms when delivering Services under this Agreement. The Firm shall ensure that each individual who provides such Services under this Agreement is provided with a copy of the Plan or given access to the Plan. The County strongly encourages all healthcare providers contracting with the County to implement their own compliance programs that address each of the elements of compliance recommended by the Office of the Inspector General, as well as the elements as recommended and/or mandated by the New York State Office of the Medicaid Inspector General.

The County will conduct appropriate screening of providers, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned and/or excluded by any federal or state law enforcement, regulatory, or licensing authority. The County will also verify that entities and businesses that provide and/or perform Services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

Firm understands that the County has established and implemented a Corporate Compliance Program and has developed "Standards of Conduct for Ulster County Vendors and Contractors" (the "Standards"). The Standards can be accessed electronically at any time by going to [www.co.ulster.ny.us/downloads/compliance.pdf](http://www.co.ulster.ny.us/downloads/compliance.pdf). The Firm represents that it has read, understands and agrees to comply with the Standards with respect to its performance pursuant to this Agreement. The hotline for reporting violations of the Standards is (877) 569-8777.

## **ARTICLE 9 - FAIR PRACTICES**

The Firm, and each person signing on behalf of the Firm, represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by the Firm without collusion, consultation, communication, or agreement with any other bidder, proposer, or with any competitor, as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition; and
- B. Unless otherwise required by law, the prices that have been quoted in this Agreement and on the proposal or quote submitted by the Firm have not been knowingly disclosed by the Firm prior to the communication of such quote to the County, or prior to the proposal opening, directly or indirectly, to any other bidder, proposer, or to any competitor; and
- C. No attempt has been made or will be made by the Firm to induce any other person, partnership, corporation, or other entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that the Firm (i) published price lists, rates, or tariffs covering the Services and/or items being procured, (ii) informed prospective customers of proposed or pending publication of new or revised price lists for such Services and/or items, or (iii) provided the same Services and/or items to other customers at the same prices being bid or quoted, does not constitute, without more, a disclosure within the meaning of this Article 9.

## **ARTICLE 10 - INDEPENDENT CONTRACTOR**

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent Firm, and must not act as agent for or on behalf of the County, nor will the Firm represent the County, or bind the County in any manner. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services, and shall have complete charge and responsibility for the Firm's personnel engaged in the performance of the same.

In accordance with such status as independent Firm, the Firm covenants and agrees that neither it, nor its employees or agents, will proclaim themselves to be officers or employees of the County, or of any department, agency, or unit thereof, by reason hereof, and that the Firm's employees or agents will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership, or joint venture, or any other fiduciary relationship.

## **ARTICLE 11 - ASSIGNMENT**

The Firm must not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement, without the prior express written consent of the Executive or the Purchasing Director, upon review by the Ulster County Attorney's Office. Any such assignment, transfer, conveyance, or other disposition without such prior consent will be void, and any Services provided thereunder will not be compensated. Any assignment properly consented to by the Executive or the Purchasing Director will be subject to all of the terms and conditions of this Agreement.

Failure of the Firm to obtain any required consent to any assignment will be grounds for termination for cause at the option of the County, and if this Agreement be so terminated, the County will thereupon be relieved and discharged from any further liability and obligation to the Firm, its assignees, or transferees; and all monies that may become due under this Agreement shall be forfeited to the County, except so much thereof as may be necessary to pay the Firm's employees for past Services.

The provisions of this clause must not hinder, prevent, or affect any assignment by the Firm for the benefit of its creditors made pursuant to the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept such assignment.

## **ARTICLE 12 – SUBCONTRACTING**

Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the County and the Firm, including, but not limited to, the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement will impair the rights of the County; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the County and the Firm, will create any contractual relation in law or equity, between the subcontractor and the County; and
- D. That the subcontractor specifically agrees to be bound by the confidentiality provision as set forth in Article 14 of this Agreement between the County and the Firm.

**Upon signing this Agreement, Firm shall provide the Department Head with the names and scope of work of any and all subcontractors to be used in the performance of Firm's obligations pursuant to this Agreement. Furthermore, upon the County's request, Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.**

The Firm agrees that it is fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm will not in any way be relieved of any responsibility under this Agreement by any subcontract.

## **ARTICLE 13 - PERFORMANCE**

The Firm shall perform the Services using its own equipment and facilities wherever and whenever possible. In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the County will be relying upon the accuracy, competence, and completeness of the Firm's performance in using the results achieved by Firm's performance of these Services. The Firm shall at all times comply with all applicable federal, New York State, and local laws, ordinances, statutes, rules, and regulations.

Health Insurance Portability & Accountability Act of 1996 ("HIPAA"). Under certain circumstances, federal law and regulations governing the privacy of certain health information requires a "Business Associate Agreement" (a "BAA") between the County and the Firm [45 C.F.R. Section 164.504(e)]. If HIPAA is applicable to this Agreement, the County and the Firm agree to enter into a separate BAA that complies with HIPAA, as that law may be amended from time to time. Unless Firm has previously executed a compliant BAA that is in effect and on file with the County, the BAA referenced in this provision must be executed simultaneously with this Agreement.

## **ARTICLE 14 - CONFIDENTIALITY**

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Firm from or through the County or any other person connected with the County, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information will include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.
- B. The term "Firm" as used herein includes all officers, directors, employees, agents, subcontractors, assignees, or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm's offices. The County will have the

right, but not the obligation, to enter the Firm's offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The County's inspection, or its failure to inspect, will not relieve the Firm of its responsibilities pursuant to this Article 14.

The Firm shall hold Confidential Information in trust and confidence, and must not disclose Confidential Information, or any portion thereof, to anyone other than the County without the prior written consent of the Executive or the Purchasing Director, and must not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the County immediately upon its receipt of any request by anyone other than the County for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant, or court order; provided, however, that in the event anyone other than the County requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the County in obtaining a protective order or other appropriate remedy, unless and until the Executive or the Purchasing Director, upon consultation with the Ulster County Attorney, in writing, waives compliance with the provisions of this Article 14, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the County waives compliance with this Article 14, or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the County, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

Prior to the performance of any of the Services in connection with this Agreement, Firm shall obtain from each of its subcontractors, a confidentiality agreement running to the benefit of the County that is substantively identical to this Article 14. Further, at any time, if requested by the County, Firm shall obtain such an agreement from the officers, directors, agents, representatives, or employees of the Firm and/or any of its subcontractors.

## **ARTICLE 15 – OWNERSHIP OF CONFIDENTIAL INFORMATION**

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 14, including all copies thereof, is the exclusive property of the County regardless of whether or not it is delivered to the County. The Firm shall deliver Confidential Information and all copies thereof to the County upon request.
- B. To the extent that copies of Confidential Information are authorized by the County to be retained by the Firm, such information shall be retained in a secure location in the Firm's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever occurs later, and thereafter disposed of at the County's direction.

## **ARTICLE 16 – INTENTIONALLY LEFT BLANK**

## **ARTICLE 17 – PUBLICITY**

The prior written approval of the County is required before the Firm or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Executive or the Purchasing Director which, unless otherwise agreed to in said written permission, will entitle the County to a royalty fee and a non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, such publication.

## **ARTICLE 18 – BOOKS AND RECORDS**

The Firm agrees to maintain separate and accurate books, records, documents, and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature

expended in the performance of this Agreement.

## **ARTICLE 19 - RETENTION OF RECORDS**

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever occurs later. The County, any New York State and/or federal auditors, and any other persons duly authorized by the County, will have full access and the right to examine any of said materials during said period.

## **ARTICLE 20 – AUDITING AND REPORTS**

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the County. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the County upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the Federal Government and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds, whether from the County, the State of New York, the Federal Government, private sources, or otherwise. The Firm will not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

## **ARTICLE 21 – NO DISCRIMINATION**

As required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm must not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

If this Agreement provides for a total expenditure in excess of \$25,000.00, Firm shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on County contracts, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action will mean recruitment, employment, job assignment, promotion, upgrade, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

Furthermore, in accordance with New York State Labor Law Section 220-e, if this is an Agreement for the construction or alteration of any public building or public work, or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement will be performed within the State of New York, the Firm agrees that neither it, nor its subcontractors, will, by reason of race, creed, color, disability, sex, or national origin: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. If this is a building service agreement as defined in the New York State Labor Law Section 230, then in accordance with New York State Labor Law Section 239, the Firm agrees that neither it, nor its subcontractors, will by reason of race, creed, color, national origin, age, sex or disability: (i) discriminate in hiring against any New York State citizen who is qualified and available to perform the Services, or (ii) discriminate against or intimidate any employee hired for the performance of Services under this Agreement. The Firm is subject to (i) a fine of Fifty and 00/100 (\$50.00) Dollars per person, per day, for any violation of the New York State Labor Law Sections 220-e or 239, and/or (ii) possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **ARTICLE 22 - INSURANCE**

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in Schedule C, which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and must be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers must be of recognized financial standing, satisfactory to the County. The County must be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) will be the sole obligation of the Firm and not those of the County.

Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the County for all losses, damages, claims, or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 22. The provision of insurance by the Firm will not in any way limit the Firm's liability under this Agreement.

**At the time Firm submits two (2) original executed copies of this Agreement, Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.**

Each policy of insurance must contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests, (ii) it must not be cancelled or materially amended without thirty (30) days prior written notice to the County, except in the case of cancellation for non-payment of premium which requires fifteen (15) days prior written notice, directed to the County's Insurance Department and the Department Head, and (iii) the County will have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance must be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it must be provided on a "claims made" basis, and all such "claims made" policies must provide that:

- A. Policy retroactive dates coincide with or precede the Firm's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and
- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the County an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. The Firm must give immediate notice to the County, through the Department Head, the Ulster County Attorney's Office, and the County's Insurance Department, of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

## **ARTICLE 23 - INDEMNIFICATION**

The Firm agrees to defend, indemnify, and hold harmless the County, including its officials, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the County, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act, or omission of the Firm or an employee, representative, subcontractor, assignee, or agent of the Firm, either within or without the scope of the respective employment, representation, subcontract, assignment, or agency, or arising out of the Firm's negligence, fault, act, or omission, then the County will have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover said claim or action. The rights and remedies of the County provided for in this clause will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

## **ARTICLE 24 - RESPONSIBILITY TO CORRECT DEFICIENCIES**

The Firm shall be responsible to correct, in a timely fashion and at the Firm's sole expense, any deficiencies in its Services resulting from the Firm's failure to act in accordance with the standards set forth in Article 13 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred-twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the County may elect to have others perform such corrections, and the County may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, will not constitute the sole or exclusive remedies afforded to the County for such deficiencies, nor will they constitute a waiver of the County's



right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

## **ARTICLE 25 - CURRENT OR FORMER COUNTY EMPLOYEES**

**The Firm represents and warrants that during the Term of this Agreement and for a period of one (1) year after its expiration or termination, it shall not retain the services of any County employee or former County employee in connection with this Agreement, or any other agreement that said Firm has or may have with the County, without the express written permission of the Executive or the Purchasing Director.**

For a breach or violation of such representations or warranties, the County will have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder, and the Firm must neither make claim for, nor be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, will not constitute the sole remedy afforded to the County for such breach or violation, nor will it constitute a waiver of the County's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity or pursuant to this Agreement.

## **ARTICLE 26 - PROTECTION OF COUNTY PROPERTY**

The Firm assumes the risk of and shall be responsible for any loss or damage to the County's property and equipment, whether owned, leased, or otherwise possessed by the County, used in the performance of this Agreement. Any such loss or damage caused, either directly or indirectly, by the acts, conduct, omissions, or lack of good faith of the Firm, its officers, directors, members, partners, employees, representatives, or assignees, or any person, firm, company, agent, or others engaged by the Firm as an expert, consultant, specialist, or subcontractor hereunder, will be the responsibility of the Firm.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County will have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The Firm agrees to defend, indemnify, and hold the County harmless from any and all liability or claim for loss, cost, damage, or expense (including without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article 26.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

## **ARTICLE 27 – FORCE MAJEURE**

Neither Party hereto will be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm's financial inability to perform will not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm's sole and exclusive remedy is to request that a Change Order, Amendment, or Addendum to this Agreement be issued by the County and signed by the Executive or the Purchasing Director, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the Department Head promptly, but not later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment, or Addendum to this Agreement, signed by the Executive or the Purchasing Director. In no event will the County be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

## **ARTICLE 28 - TERMINATION**

The County may, by written notice to the Firm, effective upon mailing, terminate this Agreement in whole or in part at any time (i) for the County's convenience, (ii) upon the failure of the Firm to comply with any of the terms or conditions of this Agreement, or (iii) upon the Firm becoming insolvent or bankrupt.

Upon termination of this Agreement, the Firm shall comply with any and all County closeout procedures, including but not

limited to:

- A. Accounting for and refunding to the County within ten (10) days, any unearned and/or unexpended funds that have been paid to the Firm pursuant to this Agreement; and
- B. Furnishing to the County within ten (10) days, an inventory of all equipment, appurtenances, and property purchased by the Firm through, or provided under this Agreement, and carrying out any County directive concerning the disposition thereof; and
- C. In the event that this Agreement is terminated for the convenience of the County, the Firm will be paid for all Services rendered through the date of termination in accordance with Schedule B.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article 28, the County may procure upon such terms and in such manner as deemed appropriate, Services similar to those so terminated, and the Firm shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for reasons other than the convenience of the County, the cost and expense of any Services procured by the County to complete the Services herein will be charged to the Firm and/or set off against any sums due to the Firm.

Notwithstanding any other provisions of this Agreement, the Firm will not be relieved of liability to the County for damages sustained by the County by virtue of the Firm's breach of this Agreement, or failure to perform in accordance with applicable standards. The County may withhold payments due to the Firm for the purposes of set-off until such time as the exact amount of damages due to the County from the Firm is determined.

The rights and remedies of the County provided herein will not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this Agreement.

## **ARTICLE 29 - SET-OFF RIGHTS**

The County will have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to the Firm (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the Term of this Agreement, or (iii) from the County by operation of law. The County will also have the right to withhold any monies otherwise due under this Agreement for the purposes of set-off against any amounts due and owing to the County for any reason whatsoever, including without limitation, tax delinquencies, fee delinquencies and/or monetary penalties or interest relative thereto.

## **ARTICLE 30 - NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Executive or the Purchasing Director, after consultation with the Ulster County Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

## **ARTICLE 31 - GOVERNING LAW**

This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

## **ARTICLE 32 – PREVAILING WAGE**

In accordance with New York State Labor Law Section 220-d, if this is an Agreement for the construction, reconstruction, maintenance and/or repair of any public work, the Firm agrees that all laborers, workers, or mechanics employed by the Firm and/or its subcontractors in contemplation of the performance of this Agreement will be paid not less than such hourly minimum rate of wage and shall be provided supplements not less than the prevailing supplements as designated by the New York State Commissioner of Labor.

## **ARTICLE 33 - WAIVER AND SEVERABILITY**

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such

provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County unless such waiver is explicitly given in writing by the Executive or the Purchasing Director. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Executive or the Purchasing Director.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision, or the application of any other provision of this Agreement.

#### **ARTICLE 34 - GENERAL RELEASE**

Acceptance by the Firm or its assignees of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative, or other means, will constitute and operate as a general release to the County from any and all claims of the Firm arising out of the performance of this Agreement.

#### **ARTICLE 35 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES**

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the County, for or on account of any act or omission in connection with this Agreement.

#### **ARTICLE 36 - ENTIRE AGREEMENT**

The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

#### **ARTICLE 37- SURVIVING OBLIGATIONS**

The Firm's obligations and those of the Firm's employees, representatives, agents, subcontractors, successors, and assignees, assumed pursuant to Article 7 (Representations by the Firm), Article 8 (Corporate Compliance), Article 13 (Performance), Article 14 (Confidentiality), Article 15 (Ownership of Confidential Information), Article 17 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), and Article 26 (Protection of County Property), will survive completion of the Services and/or the expiration or termination of this Agreement.

#### **ARTICLE 38 - NOTICES**

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

UCEDA:  
Ulster County Economic Development Alliance, Inc.  
Attn: President  
244 Fair Street, 6<sup>th</sup> Floor  
Kingston, New York 12401

County:  
County Of Ulster  
Attn: Director of Purchasing  
244 Fair Street  
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Department of Planning and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:  
County of Ulster  
Attention: County Attorney  
Post Office Box 1800  
Kingston, New York 12402

Physical Address:  
County of Ulster  
Attention: County Attorney  
244 Fair Street, 5<sup>th</sup> Floor  
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

### **ARTICLE 39 - MODIFICATION**

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement, and no payment will be due in connection therewith, unless prior to the performance of any such Services, the Executive or the Purchasing Director, after consultation with the Department Head, executes an Addendum, Amendment, or Change Order to this Agreement. The aforesaid Addendum, Amendment, or Change Order must specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement will apply with full force and effect to the terms and conditions contained in such Addendum, Amendment, or Change Order.

### **ARTICLE 40 - HEADINGS AND DEFINED TERMS**

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY PLANNING DEPARTMENT  
(Approved as to content)

By: \_\_\_\_\_  
NAME: Dennis Doyle  
TITLE: Director  
DATE: \_\_\_\_\_

COUNTY OF ULSTER

By: \_\_\_\_\_  
NAME: Marc Rider  
TITLE: Director of Purchasing  
DATE: \_\_\_\_\_

ULSTER COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

By: \_\_\_\_\_  
NAME: Julie Lonstein  
TITLE: Chair  
DATE: \_\_\_\_\_

**SCHEDULE A**  
**SCOPE OF SERVICES**

UCEDA shall provide marketing services; education services; resources to businesses, nonprofits and municipalities related to marketing and education; and program management services. UCEDA's services shall include but not be limited to the following:

- A. Marketing – UCEDA shall develop and execute a comprehensive yearly marketing plan for Ulster County in an effort to promote Ulster County and attract new businesses. Specifically, UCEDA shall:
  - 1. Continue to conduct strategic research that is designed to complement the County's attraction efforts;
  - 2. Analyze all media options and select those most suitable for the County's use;
  - 3. Create content and post on the County website, on Facebook and through other appropriate social media outlets as needed.
  
- B. Education – UCEDA shall develop and provide economic development-related educational programming for businesses, municipalities and nonprofits located in Ulster County. Specifically, UCEDA shall:
  - 1. Conduct presentations that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County's businesses;
  - 2. Host conferences that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County's businesses;
  - 3. Host webinars that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County's businesses; and
  - 4. Host and attend meetings that engage the business community; promote collaboration among businesses; and help the Office of Economic Development to become a trusted resource to Ulster County's businesses.
  
- C. Support Services – UCEDA shall provide municipalities, nonprofits and businesses located in Ulster County with access to needed resources and support services related to marketing and education.
  
- D. Program Administration – UCEDA shall provide administrative support for County programs including, but not limited to the Revolving Loan Fund, Shovel Ready and Ready-to-Go programs.
  
- E. UCEDA shall provide the Legislature's Economic Development Committee with reports of activity and expenditure quarterly or at the Committee meeting following the meeting of the Board of Directors of UCEDA.

**SCHEDULE B**  
**FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT**

1. UCEDA's fee for services shall not exceed the amount of **ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$125,000.00) DOLLARS** for the Term of this Agreement.
2. UCEDA shall invoice the County's Planning Department on a quarterly basis for Services performed at a rate of **THIRTY-ONE THOUSAND, TWENTY FIVE HUNDRED AND 00/100 (\$31,250.00) DOLLARS** per quarter.
3. UCEDA shall submit to the County original invoices for payment.
4. UCEDA shall submit its invoices by the tenth (10<sup>th</sup>) day of each quarter, for the Services performed during the previous quarter.
5. UCEDA's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the County, to verify the claim.
6. In no event shall claims be submitted in advance or accrued prior to expenditure.
7. UCEDA's final invoice under this Agreement shall be submitted by the tenth (10<sup>th</sup>) day of the month following the ending date contained in Article 2.
8. The County will remit payment to UCEDA within sixty (60) days of approval of the invoice by the Director of the County's Planning Department and the Ulster County Comptroller.
9. Notwithstanding any other term or provision of this Agreement, including this Schedule B, Firm's invoices, together with all documentation required, must be promptly and timely submitted. The County reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
10. UCEDA agrees to meet any additional invoicing requirements that the County may from time to time require, with reasonable notice to UCEDA.

**SCHEDULE C**  
**COUNTY OF ULSTER STANDARD CONTRACT INSURANCE REQUIREMENTS**

**CONDITIONS OF INSURANCE**

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the County.

**CERTIFICATES OF INSURANCE**

The Firm shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.

If the Firm's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

**WORKERS' COMPENSATION AND DISABILITY INSURANCE**

The Firm shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

**WORKERS' COMPENSATION REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" **or**
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund **or**
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured **or**
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

### **DISABILITY BENEFITS REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
  1. Contractual Liability
  2. Independent Contractors
  3. Products and Completed Operations
- c. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

### **UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE**

Umbrella Liability or Excess Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

### **AUTOMOBILE LIABILITY INSURANCE**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

### **PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE INSURANCE)**

If this box is checked, Professional Liability Insurance shall be provided by the Firm in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

### **CYBER LIABILITY INSURANCE:**

If this box is checked, Cyber Liability Insurance shall be provided by the Firm in an amount not less than **FIVE**



**MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate.