

Ulster County Economic Development Alliance
P.O. Box 1800, 244 Fair Street
Kingston, NY 12402-1800
Tel: 845.340.3556



BOARD OF DIRECTORS REGULAR MEETING

July 14, 2021, 4:30 PM

3 Development Court, Kingston, NY

Zoom Meeting

<https://us02web.zoom.us/j/88394254861>

Meeting ID: 883 9425 4861

- Call to Order and Roll Call
- Approval of Minutes for June 1, 2021 (01)
- **Officer's Reports**
 - CEO/President Report
 - i. Welcome New Members & Orientation Date
 - ii. Ulster County Recovery & Resilience Plan (ARPA Funding) (02)
 - iii. Enterprise West – Lease Updates & Building Addition (03)
 - iv. Enterprise West – Asbestos Project Updates (04)
 - v. Upcoming Blueprint Events – 7/16: Woodstock Film Festival Night, 7/17: Jazz at Lincoln Center Presents Grammy Award Winning Artist Steven Bernstein (with Bridge Arts & Education)
 - vi. Meeting Schedule for 2021 Remainder
 - vii. August Special Meeting Date
 - CFO/Treasurer Report
 - i. Financial Reports for May and June 2021 (05)
- New Business
 - Authorize Execution of Contract with Ulster County to Implement 2040 Objectives (06)
 - Authorize Steps to Prepare Bond Financing Package for Approval
 - Authorize Award for Asbestos Abatement & Air Quality Monitoring/Certification
- Old Business
 - Mad Batters Update
- Public Comment
- Adjournment

The next meeting of the Board of Directors of the Ulster County Economic Development Alliance is scheduled for August 3, 2021 at 4:30pm.

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MINUTES

Regular Meeting of the Board of Directors
June 01, 2021

A meeting of the Board of Directors of the Ulster County Economic Development Alliance was held at 4:30 P.M. on Tuesday, May 04, 2021 through a Zoom Meeting <https://us02web.zoom.us/j/88394254861>
Meeting ID: 883 9425 4861

The following Board Members were present by teleconference:

Sarah Haley
Herb Litts
Ward Todd
Brian Cahill
Zach Kleinhandler
Asheley Knox

Absent with notice: Todd Diorio

Also in attendance were:

President:

Tim Weidemann Director, Ulster County Office of Economic Development

Chief Financial Officer:

Christopher J. Rioux CPA, Deputy Commissioner of Finance

Ulster County Office of Economic Development Staff:

Kathryn Heidecker Deputy Director of Economic Development
Natalie Michael Confidential Secretary

Other Attendees

Dante DeLeo Ulster County Attorney's Office
Lindsay Simonson Ulster County Attorney's Office
March Galligher Ulster County Comptroller

The meeting was called to order by Chair Sarah Haley at 4:33 P.M.

EXECUTIVE SESSION

Motion: Ward Todd seconded by Herb Litts motioned to enter in Executive Session to discuss real estate prices and lease terms for Enterprise West.

This institution is an equal opportunity provider, employer, and lender.

Vote: The motion was adopted unanimously.

Entered into executive session @ 4:37pm.

Motion: Brian Cahill, seconded by Ward Todd to include Kate Heidecker, CJ Rioux, and County Attorney's office in executive session.

Vote: The motion was adopted.

Motion: Brian Cahill, seconded by Zach Kleinhandler motioned to come out of executive session.

Vote: The motion was adopted.

Exited executive session @ 4:49 pm with no action or resolution.

NEW BUSINESS

Lease agreement with Farmbridge

Motion: Ward Todd seconded by Brian Cahill motioned to authorize President of UCEDA to execute lease agreement with Farm Bridge subject to the approval of the County Attorney.

Vote: The motion was adopted.

Sarah Haley	Yes	Herb Litts	No
Ward Todd	Yes	Todd Diorio	Absent
Brian Cahill	Yes		
Zach Kleinhandler	Yes		
Ashley Knox	Yes		

Grant for Pre-Construction

Motion: Herb Litts seconded by Brian Cahill motioned to accept grant from NoVo Foundation for pre construction.

Vote: The motion was adopted.

Election of Officers

Motion: Herb Litts seconded by Sarah Haley nominate Ward Todd as Treasurer of Ulster County Economic development Alliance.

Vote: The motion adopted.

MINUTES

Motion: Ward Todd, seconded by Brain Cahill motioned to approve the minutes for May 4, 2021.

Vote: The motion was adopted.

OFFICER'S REPORT

CEO /President Report

Discussion: Tim Weidemann discussed contract between UCEDA and The County to implement programs from the 2040 report.

Tim Weidemann informs the Board that the transfer of the two parcels at Enterprise West were completed and filed.

Tim Weidemann informs the Board that he is searching for a 3rd party to fund a stipend for a summer intern.

CFO Report

Discussion: CJ Rioux discusses April financials.

OLD BUSINESS

Waive late fees and interest for Mad Batters

Discussion: Board would like to review Mad Batters financials before voting on waiving any late fees.

PUBLIC COMMENT

Nobody asked for the privilege of the floor.

ADJOURNMENT

Motion: Herb Litts., seconded by Brian Cahill moved to adjourn the meeting.

Vote: The motion was adopted.

The meeting was adjourned at 5:16 PM.

Ward Todd, Secretary

ULSTER COUNTY RECOVERY AND RESILIENCE PLAN

June 2021

This plan lays out the high-level priorities for Ulster County's Recovery and Resilience efforts, utilizing the American Rescue Plan funds. The plan's goal is to ensure Ulster County emerges from the pandemic stronger and more equitable, by smartly investing these funds in a way that will create lasting, generational impacts.

Ulster County expects to receive \$34.59 million dollars in Rescue Plan funding over the next two years. We have a once-in-a-generation opportunity – and an obligation – to lead our community out of this very dark period into a future that is bright and hopeful. With this plan, we envision a future for our community where we don't just return to the way things were before the pandemic, but instead seize this moment to take bold and transformative action.

This plan is the product of the Recovery and Resilience Working Group, which hosted four public hearings in June 2021, conducted a community survey that received nearly 300 responses, and received input from legislators and community organizations. The plan is aligned with and draws from strategic planning work done in several of these issue areas over the past two years, including the Housing Action Plan, the Ulster 2040 strategy, the Green New Deal, and the ongoing work of the Behavioral Health Task Force.

Because Rescue Plan funds are time-limited, we focus in this plan on capital expenditures – opportunities where we can make investments today that will continue to pay off for years to come in terms of community health, economic growth, and quality of life. Where we do recommend programs and services, they are either time-limited responses to the impact of the pandemic, or, in one case, continuing a crucial time-limited effort in order to allow more time to develop lasting programs and services.

This plan is designed to delineate high-level priorities and goals, along with a process within each funding category to develop and implement specific programs and expenditures. Every item in this plan will go through the usual budget or budget amendment process, and relevant contracts will go through the normal procurement and contract approval process. So there will be substantial and ongoing opportunities for Legislative-Executive collaboration as projects are developed and funds are deployed.

Additionally, we expect additional sources of funding for many of these efforts to become available over the coming months. For example, we believe New York State is planning to dedicate some of its Rescue Plan funds to mental health and housing efforts, and there may yet be federal infrastructure funding. An important component of this work will be to monitor and utilize these emerging sources of funds. The programs and plans we develop here will allow us to be ready to competitively access those funds.

Thus we should be thinking of this plan as a program agenda, rather than a strict funding budget, and look to leverage all available funds to pursue the goals we set.

ULSTER COUNTY RECOVERY AND RESILIENCE PLAN

The plan funds recovery and resilience in three areas:

- Ensuring we continue to provide care for every single one of our residents, especially the most vulnerable among us and those hit hardest by the pandemic,
- Accelerating our economic recovery in a way that builds a more resilient, robust, and equitable economy - an economy that everyone can do better in, and
- Directly responding to the public health threat from the pandemic, including funding for contact tracing and vaccination delivery.

The plan also uses five percent of Rescue Plan funds for administration, program development and management, and reporting, in order to make sure we make the best possible use of the funds. The administration team will also be responsible for seeking and securing additional funds to support and extend this work.

The pages that follow lay out high-level visions for what we aim to accomplish in each of these areas, along with a process for developing and implementing projects within each area, funding targets, and a summary of the public and Legislative input the Working Group received.

The funding targets for each program are summarized in the table below. (Again, these are funding *targets* for Rescue Plan dollars because we will look to leverage additional sources of funding wherever possible.)

Program	2021	2022	2023	2024	Total	Percent of Total
Care						
Mental Health and Addiction Recovery	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000	14.46%
Housing	\$1,900,000	\$1,200,000	\$1,200,000	\$200,000	\$4,500,000	13.01%
Non-Profit, Youth, and Community Programs	\$500,000	\$1,000,000	\$1,000,000	\$500,000	\$3,000,000	8.67%
Food Security and Access	\$50,000	\$100,000	\$100,000	\$100,000	\$350,000	1.01%
Economic Recovery						
Small Business and Economic Recovery	\$1,500,000	\$2,500,000	\$1,500,000	\$500,000	\$6,000,000	17.35%
Infrastructure and trails	\$1,000,000	\$2,500,000	\$2,500,000	\$0	\$6,000,000	17.35%
Green Home Retrofit and Workforce Development	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000	8.67%
Emergency Response						
COVID-19 Response	\$2,250,000	\$0	\$0	\$0	\$2,250,000	6.50%
Emergency Response and Preparedness	\$0	\$2,250,000	\$150,000	\$0	\$2,400,000	6.94%
Admin						
Fund Administration and Overhead	\$225,000	\$500,000	\$500,000	\$500,000	\$1,725,000	4.99%
TOTAL	\$8,200,000	\$12,550,000	\$8,450,000	\$3,300,000	\$34,225,000	98.94%
Fund Balance:					\$365,000	

Mental Health and Addiction Recovery

Vision: *In Ulster County, we are now able to treat mental health with the same level of seriousness and resources as we treat our traditional healthcare systems. We have built a state-of-the-art Mental Health and Addiction Recovery Center and are able to provide wrap-around mental health care, including outpatient mental health services, detox services, and other community care services to all our residents.*

Ulster County faces critical gaps in our mental health infrastructure. The Ulster County Behavioral Health Task Force is partnering with community leaders to identify ways to fill these gaps, including building out a location to support a stabilization center, detox services, and other outpatient mental health services. The Task Force has been meeting monthly since May and is expected to present a draft report with recommendations in August.

One critical gap that the Task Force and other community stakeholders have identified is a Crisis Stabilization Center. A Crisis Stabilization Center provides a 24/7 community crisis response hub where people of all ages can connect immediately with an integrated team of clinical counselors, peer specialists and behavioral health or addiction professionals. The center is voluntary, and people can self-refer, be referred by their primary care or behavioral health provider, or be brought to the center by law enforcement. Dutchess County has been operating a Crisis Stabilization Center, which is currently being used as a funding model by the State Office of Mental Health. An RFP for an Ulster County Crisis Stabilization Center is under development.

We will continue to monitor state funding opportunities for the Stabilization Center and use Rescue Plan funds to fill funding gaps for its development. Additional Rescue Plan funds will be used towards further Task Force recommendations, which may include respite centers, supportive and transitional housing, and increasing the capacity of existing programs with waitlists (such as methadone and access to Mental Health Counseling for teens). The funding focus will be on capital investments that can serve long term purposes or seed funding for programs that will become self-supporting through service revenues.

The plan also funds the HEAL program, which is otherwise expected to sunset in 2022, into 2023 and 2024. This 3-person team supports community-engaged interventions in opioid treatment, including data surveillance and analysis, monthly meetings with providers and community groups, implementation of evidence-based practices, and application for grant funding that has so far allowed for the creation of the High Risk Mitigation Team and support for local providers to expand their services. The project will aim to secure ongoing funds for those components that are deemed most valuable to continue after the 2024 sunset.

None of these efforts replace the need to return the inpatient beds that were moved out-of-county at the start of the pandemic. Ulster County will continue to work aggressively to return these beds to the County.

ULSTER COUNTY RECOVERY AND RESILIENCE PLAN

Funding targets:

	2021	2022	2023	2024	Total
Mental Health Infrastructure	\$1,000,000	\$2,000,000	\$500,000	\$500,000	\$4,000,000
HEAL program			\$500,000	\$500,000	\$1,000,000
Mental Health and Addiction Recovery	\$1,000,000	\$2,000,000	\$1,000,000	\$1,000,000	\$5,000,000

Summary of public input:

Mental Health and Addiction Recovery was the number one response selected by respondents to the Rescue Plan survey, and several respondents who selected other priorities also mentioned mental health support in their comments. It was also the subject of three Legislative proposals.

Infrastructure

Vision: *Targeted investments in water and sewer infrastructure in communities across the County support hundreds of new housing units and new centers of economic activity. Our spectacular trails network connects communities up and down the County, providing recreation and transportation for residents and bringing visitors to our towns and villages.*

New construction for economic development and housing in the County is limited by water and sewer infrastructure availability, whose costs are often beyond what individual projects can bear. This program will address this need by providing matching funds for infrastructure investments to assist economic development and housing projects, community service facilities such as health and childcare, recreation, and public facilities that result in shared services and lower costs at the community level.

Another key piece of Ulster County's infrastructure is our trails network. During the pandemic, residents and visitors alike discovered just how crucial this infrastructure is to public health, tourism, and quality of life. The Trails Advisory Committee estimates that visitors to our trails spent over \$10 million in Ulster County last year. As our trails become better connected with and between our population centers, they are also increasingly being used as a zero-carbon transportation option. With these funds we have the opportunity to accelerate closing the last gaps in the trails system.

These funds will be added to two capital programs that are available to assist with infrastructure priority projects in partnership with municipalities: the Community Development fund and the Open Space and Recreation fund. Ordinarily the use of these funds requires a County property interest to support bonding, limiting the projects that can be funded. Using Rescue Plan funds in place of bonding will allow a broadening of applicable projects. The Planning Department will create an application process for use of both funds.

Community Development program:

This program provides matching funds for infrastructure investments such as water and sewer to assist economic development and housing projects, community service facilities such as health and childcare, and public facilities that result in shared services and lower costs at the community level. The level of required match will be determined on a case by case basis but will not exceed 75% of the project costs. Applications from municipalities participating in the County's Housing Smart Communities Initiative will be prioritized, along with projects supporting a community-identified housing and/or economic development priority.

Open Space and Recreation program:

This program provides matching funds for open space protection, farmland preservation, and expansion of public recreational opportunities consistent with the County's adopted Open Space Plan. Matching funds can be used for conservation easements, property acquisition, and filling of gaps in the County's multi-use trail system. The County will develop a funding application managed by the Planning Department and Department of Environment. Eligible applicants

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include municipalities and non-profit organizations, and all projects must document local support and willing landowners.

Funding targets:

	2021	2022	2023	2024	Total
Water and sewer	\$500,000	\$2,000,000	\$2,000,000		\$4,500,000
Trails and recreation	\$500,000	\$500,000	\$500,000		\$1,500,000
Infrastructure and trails	\$1,000,000	\$2,500,000	\$2,500,000		\$6,000,000

Summary of public input:

Infrastructure was the number four survey response, and the majority of public hearing speakers addressed filling gaps in the County's trails system. Water and sewer infrastructure is the subject of two Legislative proposals, and five Legislators have suggested using funds for trails.

We have received water/sewer projects or project ideas for the Community Development Program from several municipalities, and we expect that we would receive additional proposals with an open call for projects. Family of Woodstock also suggested dedicating infrastructure matching funds to projects specifically supporting increased housing supply. The Trails Advisory Committee has provided a shortlist of suggested gap-filling projects in the trails network.

Housing

Vision: All of our residents live in dignity, and everyone who serves our communities can actually afford to live here. Leveraging these funds, we have created hundreds of high-quality housing units, especially for our working families, seniors, and the most vulnerable among us.

Ulster County is facing a severe housing crisis, as documented in the recently released Housing Action Plan. The crisis is years in the making but has been greatly exacerbated during the pandemic by a combination of declining local incomes and the arrival of new, higher income residents fleeing more densely populated areas. The County also faces a longstanding shortage of supportive, emergency, and transitional housing to provide services to residents who need support for mental health and substance abuse challenges and those who are experiencing or are at risk of homelessness.

The Housing Action Plan calls for development of a Housing Smart Communities program to support municipalities in reviewing and updating their policies and regulations around zoning, short term rentals, and project approvals as well as to proactively identify sites for housing development. Rescue Plan funds would be used to develop supporting materials for that program and to fund a consultant process to work with a cohort of municipalities each year over the next three years to develop their own Housing Action Plans.

The County created a Housing Development Corporation (HDC) in 2020 to increase our housing supply. The Corporation is pursuing a 160-unit development on the site of the former jail. But the Corporation has no assets of its own and so cannot acquire properties except by transfer from the County.

This plan directs \$2 million of the Rescue Plan funding to the HDC as seed funding to acquire properties for the purpose of creating and/or retaining housing, fund housing rehabilitation, and support project development. The HDC will work developer and/or nonprofit partners to create or rehabilitate housing as needed and to ultimately acquire and manage the property and provide ongoing services. Funds from the sale of the property to the partner would be returned to the fund for future projects.

The HDC can also receive properties from the County that have been pulled from the foreclosure auction for housing development purposes, in much the same way that a land bank can. In 2021, five single family homes were pulled from the auction for this purpose. The County may surplus these properties to the HDC, which can then partner with a developer to rehab the homes and sell them as affordable single-family residences, likely around 80 percent of Area Median Income. (Because rehab costs plus back taxes are liable to be more than the income-controlled sales price of the homes, the HDC will likely need to work with a nonprofit developer that has grant funding for this purpose.) The HDC will report to the Executive and Legislature on the experience with returning these five properties to the market as affordable home ownership, in order to inform decisions about seeking to create an Ulster County land bank.

The plan also directs \$1.5 million to the HDC to fund the demolition of the old jail on Golden Hill and prepare the property for redevelopment. Funding the demolition from the Rescue Plan

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funds will decrease the project cost and speed up the project timeline. Leveraging the federal funds will also improve our tax credit application's scoring, making it more likely that the project receives funding in its first round. It will also give the County more control over the timing and conduct of the demolition process, and ultimately increase the proceeds the County receives back on the sale of the property to the developer.

These efforts to increase our housing supply are necessarily long-term investments. But many of our residents and small landlords are facing immediate crisis due to pandemic-related economic disruption. Although New York State has made millions of dollars in rental assistance available, the programs have been extremely difficult to access and have so far gone under-utilized. The plan directs \$200,000 to the Planning Department to contract with one or more local nonprofits to provide assistance in securing available state and federal tenant and landlord support. The Planning Department will monitor and report on the use of these funds and degree of success in obtaining support for tenants and landlords and advise on whether remaining unmet needs require additional funding support.

Funding targets:

	2021	2022	2023	2024	Total
Housing Smart Communities Program	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Rental emergency assistance support	\$200,000				\$200,000
Accelerate Golden Hill project	\$1,500,000				\$1,500,000
Housing Development Corp projects		\$1,000,000	\$1,000,000		\$2,000,000
Housing	\$1,900,000	\$1,200,000	\$1,200,000	\$200,000	\$4,500,000

Summary of public input:

Housing was one of the three highest priorities on survey responses, the subject of two Legislative proposals, and the subject of one comment at the public hearings. Tenant Protection and Assistance was selected as a priority by approximately one in ten survey respondents.

Small Business and Economic Recovery

Vision: *Our businesses have bounced back from the pandemic. Both longstanding companies and new entrepreneurs are thriving, generating hundreds of new jobs and a sense of creative excitement and momentum. Sites around the County from Ulster to Ellenville, Saugerties to Shawangunk are returned to productive use.*

Many of our businesses were devastated by the pandemic, some losing most or all of their business for months at a time. Many were eventually helped to muddle through with federal relief dollars, but program terms and limits meant that not everyone – especially the 90 percent of our businesses that employ less than 20 workers – were eligible. Rescue Plan dollars will be used for direct assistance to these businesses, as well as to invest in the foundation of our economic future.

The Ulster 2040 economic development plan lays out a strategy for a People-Centered Economy by focusing on four clusters that can drive high quality jobs within a resilient local economy, along with investments in our social and economic infrastructure. Rescue Plan dollars will be used to spur growth in our most promising emerging industries, helping to ignite the creation of more good-paying jobs for our residents.

We will also accelerate our revitalization of the former IBM site in the Town of Ulster, making this the centerpiece of Ulster County's economic future and investing to build a hub for sustainable farming, filmmakers and artists, manufacturing, clean energy, and more; and also work to revitalize other high-potential industrial and brownfield sites across the county. We will also invest in 21st-century infrastructure to power our 21st-century economy, bringing broadband to all of our communities so students do not need to travel to find a hotspot to do their homework, and workers and businesses can operate seamlessly from anywhere in the county.

Direct aid to businesses

UCEDA will add ARP funds to the CDBG-funded direct business grants program to be rolled out this fall. The program is to be developed by the UCEDA board and staff, under contract with the Office of Economic Development. The program will target businesses that did not receive federal pandemic aid, especially those founded recently, as well as disadvantaged businesses (minority-, woman-, veteran-owned or in distressed communities). The program expects to make forgivable loans of \$10,000-\$50,000 depending on business size and need. An application process will be developed, and the UCEDA board will set up a committee to review applications.

Enterprise Campus

Funds will be used to accelerate redevelopment at the Enterprise Campus, including preparing Building 202 for an education, workforce and business development, and film and recording hub, and planning for redevelopment of the East Campus.

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2040 Cluster investments

Under contract with UCEDA, funds will be used to make strategic investments in priority growth sectors including our Food and Agriculture, Makers and Creators, Clean Energy and Environment, and Health and Wellness clusters. Projects may include feasibility studies for infrastructure and enterprise investments, space redevelopment, consulting support for business development.

Brownfields

Under contract with UCEDA, Environment, and/or Planning, consultants will be hired to conduct the necessary Environmental Assessments prior to foreclosure/redevelopment decisions on properties languishing on the foreclosure-eligible lists due to environmental contamination risks.

Broadband

Using modern networking technology Ulster County can deploy reliable high-speed Internet service from our own internet backbone via County-owned towers and structures. In 2022, UCEDA will use funds to implement proof-of-concept projects for wireless broadband in rural areas of the County and to establish high-bandwidth backhaul connections to regional points-of-presence to ensure adequate bandwidth for future expansion of viable concept projects. In 2023, UCEDA will leverage the remaining funds to attract other partners to invest in buildout of successful concepts to increase availability and affordability of broadband access throughout the County.

Funding targets:

	2021	2022	2023	2024	Total
Direct aid to businesses	\$1,000,000				\$1,000,000
Enterprise Campus	\$500,000	\$1,000,000			\$1,500,000
2040 Cluster investments		\$500,000	\$500,000	\$500,000	\$1,500,000
Brownfields redevelopment		\$500,000	\$500,000		\$1,000,000
Broadband		\$500,000	\$500,000		\$1,000,000
Small Business and Economic Recovery	\$1,500,000	\$2,500,000	\$1,500,000	\$500,000	\$6,000,000

Summary of public input:

Small business economy recovery investment was the fifth largest response to the survey. Two Legislators have suggested using funds for brownfields remediation and redevelopment, and one has suggested using funds to speed the Enterprise Campus redevelopment. One Legislative suggestion focused on support for the Food and Agriculture cluster, and one suggested the development of film production space at Enterprise West. Increasing broadband access was selected as a priority by approximately one in eight survey respondents, and it was the subject of one Legislative proposal.

Green Home Retrofit and Workforce Development

Vision: *By investing in energy efficiency retrofits for our homes, we save our renters and homeowners on the energy bills, increase our resilience to global energy markets, create hundreds of good-paying jobs, and help to stabilize the climate.*

One of the greatest win-win-win opportunities in our clean energy efforts – and one of the greatest challenges for stabilizing the climate – is retrofitting our aging building stock to be energy efficient and fossil fuel-free. Retrofitting our homes can dramatically lower home energy costs, saving as much as \$200 per month, and improving housing affordability.

There is also a huge opportunity for job creation. Draft recommendations from the NYS Climate Action Council's Energy Efficiency and Housing Panel call for 75% of all buildings in the state to be retrofitted by 2050 with approximately 50% complete by 2040. For Ulster County, this means retrofitting nearly 60,000 homes over the next 30 years – a scale-up of approximately 30-fold over the rate at which this work is being done now. However, our energy efficiency and heating and cooling contractors tell us they can barely keep up with demand now because of workforce limitations.

This program will work with one or more nonprofit organizations who run home retrofit programs to rehab low-to-moderate income homes to high efficiency standards while working with employers, SUNY Ulster, Ulster BOCES, and our Office of Employment and Training to run an on-the-job training program coupled with Building Performance Institute classes and certification at SUNY Ulster.

In rental homes, work could be funded in exchange for a rent stabilization or fair market rent guarantee of a specified number of years. NYSERDA funds can likely be leveraged to extend our investment.

Funding targets:

	2021	2022	2023	2024	Total
Green Home Retrofit and Workforce Development		\$1,000,000	\$1,000,000	\$1,000,000	\$3,000,000

Summary of public input:

Job Training and Clean Energy and Environment were both selected as a priority by approximately one in six survey respondents. One Legislative proposal suggests home retrofit and green job training investments.

Food Security and Access

Vision: *Our farms, food businesses, and community organizations are linked in a strong, resilient network, backed by solid infrastructure, that can flexibly connect supplies of local food to those in need and bring fresh, local produce into our schools and institutions.*

COVID-19 has laid bare the startling extent of food insecurity in our community. The emergency feeding network across the County has little to no coordinated support from the County. This creates inefficiencies and unnecessary challenges in providing critical services to residents. This program would directly support feeding hungry people while implementing multiple goals of the Ulster 2040 plan agricultural, food & beverage industry. It would also provide programmatic support to the Ulster County Food Waste Prevention and Recovery Act resulting in a substantial environmental benefit by reducing food waste and unnecessary landfilling.

This program works in collaboration with Cornell Cooperative Extension of UC to create and support an Ulster County Food Systems Council. The council would include agencies, organizations, producers, distributors, and consumers, and provide coordination and technical assistance where needed to further build the capacity of existing local and regional food coalitions to strengthen local food systems and foster sustainability. It would:

- Support the emergency feeding organizations across the County, linking them to food supplies and food processing infrastructure
- Help support agricultural gleaning and other initiatives that get local produce into the emergency feeding network
- Link local institutions and purchasers with local supplies of fresh fruit, vegetables and meats
- Work with the agricultural, food & beverage cluster, to find ways to donate their excess food into the emergency feeding network implementing the UC Food Waste Prevention and Recovery Act
- Support the agricultural, food & beverage cluster to divert inedible waste and excess food from the solid waste stream implementing the UC Food Waste Prevention and Recovery Act
- Directly implement the goals from Ulster 2040 for the agricultural, food & beverage cluster including: enhance the sustainability of local businesses, expand access to regional markets, and capture value from the waste stream.

Funding targets:

	2021	2022	2023	2024	Total
Food Security and Access	\$50,000	\$100,000	\$100,000	\$100,000	\$350,000

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Summary of public input:

Food security and assistance was selected as a priority by approximately one in five survey respondents. Creating a Food Council with a supporting position at CCE was the subject of one legislative proposal.

Non-Profit, Youth, and Community Programs

Vision: *One of the greatest strengths of our community – witnessed again and again during the pandemic – is how we rise together to meet challenges and take care of each other. Through this funding we are able to help a broad range of community organizations – from arts to human services, youth to seniors – deliver programs to help everything in the community move from surviving to thriving.*

Our not-for-profit service organizations experienced disproportionate negative economic effects of the pandemic, while also stepping up to serve residents in need. Additionally we know that community recovery needs are broad and varied, and our nonprofits are well placed to address many of these needs. These funds will be used to help not-for-profit organizations and the communities they serve to recover from the impacts of the pandemic and to make capital investments to strengthen organizational capability for years into the future.

Funding processes and calls for proposals will be collaboratively determined by the Executive and Legislature and may include the usual Legislative Programs process, partnering with connector organizations in the arts, youth programming, and human services to select and manage projects, and/or via a grant application process for specific programming needs with a joint Executive-Legislative committee to review applications.

Funding targets:

	2021	2022	2023	2024	Total
Non-Profit, Youth, and Community Programs	\$500,000	\$1,000,000	\$1,000,000	\$500,000	\$3,000,000

Summary of public input:

Funding for Not-for-Profit Economic Recovery Support was selected by only about one in twelve survey respondents. However, in comments many respondents suggested community programs for supporting youth, education, the arts, housing, and community health. One public hearing speaker specifically mentioned youth programs as a category they saw missing from the survey.

One legislator called for restoring funding to organizations cut in the 2021 budget process and several legislators suggested funding for specific nonprofit organizations or community programs. There was also a legislative request for funding for a new Community Center in Plattekill.

Emergency Response and Preparedness

Vision: *A state-of-the-art emergency management and government operations facility centralizes critical functions from across County government in a hardened and energy self-sufficient structure resilient to emergencies. An expanded 911 Center will allow us to better support towns with integrated dispatch. Deploying digital technology allows us to serve residents more flexibly and efficiently both during emergencies and under normal operations.*

Currently the Department of Emergency Management and our E911 Center are in a space insufficient to support current operations. This project builds upon grant funding already in the pipeline to upgrade all of our existing dispatch equipment and build a state-of-the-art Emergency Operations Center adequate to fulfill the needs of a County that has managed through multiple hurricanes, snowstorms, forest fires, and most recently the COVID-19 pandemic.

Rescue Plan funds will be used for planning and engineering of the facility, while additional grant funding will be sought for construction along with bonding. An RFP for building design requirements and site selection is currently under development.

We will also dedicate Rescue Plan funds to fully digitizing and digitally indexing County records back to 1685, so that online searches can fully replace in-person searches. This will also free up space in the County Office Building and allow historical records to be moved to proper archive storage for preservation.

Funding targets:

	2021	2022	2023	2024	Total
Emergency Operations Center and E911		\$2,000,000			\$2,000,000
Records digitization		\$250,000	\$150,000		\$400,000
Emergency Response and Preparedness		\$2,250,000	\$150,000		\$2,400,000

Summary of public input:

Emergency response and preparedness was selected as a priority by approximately one in five survey respondents.

COVID Public Health Response

We will need to budget some of the Rescue Plan funds for unreimbursed public health expenditures and projected forthcoming expenditures for contract nurses, contact tracing and case investigations, and vaccine POD temporary staff. Some of these expenditures have been or will be federally reimbursed, but we expect that not all will be, and reimbursement may not arrive for several years.

Funding targets:

	2021	2022	2023	2024	Total
Case Investigations and Contact Tracing	\$1,000,000				\$1,000,000
Vaccine POD Temporary Staff	\$1,250,000				\$1,250,000
COVID-19 response	\$2,250,000				\$2,250,000

Summary of public input:

We did not request or receive public input on this category of spending.

Appendix: Survey Results Summary

295 survey respondents listed their top first, second, and third priorities for using the Rescue Plan funding. Counts of survey responses for first, second, and third priorities are shown in the table below.

	1st	2nd	3rd	Total #
Broadband Accessibility	8	13	15	36
Clean Energy and Environment	11	16	18	45
Community center	1	0	0	1
Community Violence Prevention	51	31	31	113
County workforce	1	0	2	3
Emergency Response and Preparedness	9	22	16	47
Farm support	1	0	0	1
Homeowner assistance	1	0	0	1
Housing	52	31	27	110
Increase Food Security and Accessibility	5	17	21	43
Infrastructure	39	29	30	98
Job Training	5	13	22	40
Law enforcement	6	4	0	10
Mental Health and Addiction Services	47	42	35	124
Not-for-Profit Economic Recovery Support	6	5	10	21
Poverty assistance	1	0	0	1
School Safety	0	1	0	1
Small Business Economic Recovery Support	23	37	34	94
Stabilize County Finances (Revenue Loss Recove	8	16	18	42
Tax reduction	7	2	0	9
Tenant Protection and Assistance	12	13	6	31
Transit	0	1	0	1
Walkways and bikelanes	1	0	0	1
Youth programming	0	0	2	2

Three categories were clustered at the top: Mental Health and Addiction Services, closely followed by Housing and Community Violence Prevention, each with over one hundred total responses. Among those who selected Community Violence Prevention and provided further comments, some respondents suggested an increase in law enforcement funding or staffing and/or salaries at the County jail. Others suggested investments in housing, mental health, job training, and youth programming.

These top three were followed by Infrastructure and Small Business Economic Recovery Support, with nearly one hundred responses each.

Another cluster with forty to fifty total responses included Emergency Response and Preparedness, Clean Energy and Environment, Revenue Loss Recovery, Food Security and Assistance, and Job Training.

Tenant Protection and Assistance, Broadband, and Not-for-profit Economic Recovery Support each received twenty to forty responses.

ULSTER COUNTY RECOVERY AND RESILIENCE PLAN

Other choices and write-ins for "Other" with fewer than 10 total responses each included Tax reduction, Law enforcement, County workforce, Community center, Farmer support, Homeowner assistance, Poverty assistance, Walkways and bike lanes, Transit, Youth programing, and School safety.



TFB Budget breakdown Addition

	<u>Cold Storage Addition</u>	
General Conditions	\$	120,000
Concrete	\$	329,725 *
Structural Steel	\$	1,024,140 *
Expansion Joint	\$	-
Rough Carpentry	\$	-
Insulated Metal Panels	\$	-
Overhead and sliding doors	\$	-
Canopy	\$	-
Loading Dock Equipment	\$	-
Finish Carpentry	\$	3,000
Gyp Board Systems	\$	40,000
Metal Building Package	\$	25,733
Roofing	\$	63,800 *
Caulks and Sealents	\$	2,500
Doors and Frames	\$	10,000
Painting	\$	8,400
Toilet Partition and Accessories	\$	1,500
Interior Signage	\$	200
Fire Extinguishers	\$	400
Fire Protection	\$	15,000
Plumbing	\$	30,000
HVAC	\$	10,000
Electrical	\$	90,000
Earthwork, Paving, Site Utilities	\$	285,000 *
Planting	\$	5,000
Sub Total	\$	2,064,398
Contingency	\$	230,695
GC OH and Profit	\$	148,644
Bonds	\$	21,008
Refrigeration Equipment	\$	245,956
Total Construction	\$	2,710,701
Design / Engineering	\$	125,000
Other Consult	\$	50,000
Total Expansion Budget	\$	2,885,701

*We have expiring bids on these items.

DATE OF BID OPENING:

THURSDAY, JUNE 24, 2021

TIME 2:00 PM

BID NAME & NUMBER:

RFB-UC21-028 ASBESTOS ABATEMENT AT ENTERPRISE
WEST

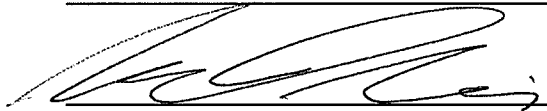
REQUISITIONING DEPARTMENT: UCEDA

ULSTER COUNTY PURCHASING DEPARTMENT

XX

SIGNATURE OF REPRESENTATIVE

NAME OF COMPANY



UC PURCHASING DEPT.

Pete Esposito

UC PURCHASING DEPT.

BIAS REC'D

Total \$

BEAM Enterprises

959,000.00

Pinnacle Environmental

1,357,458.00

INTERNATIONAL ASBESTOS Removal

1,512,363.00

PAL Environmental Services

516,000.00

COUNTY OF ULSTER

PURCHASING DEPARTMENT

100 Development Court, PO Box 1800
KINGSTON, NEW YORK 12401
(845) 340-3400/FAX (845) 340-3434

PATRICK K. RYAN
County Executive

EDWARD M. JORDAN
Director of Purchasing



DEAN RYLEWICZ
Deputy Director of Purchasing

INTENT TO AWARD

TO: **Mr. Joseph Catalfamo**
PAL Environmental Services
1102 Queens Plaza South
Long Island City, NY 11101-4908

DATE: **June 28, 2021**
VIA: **USPS**

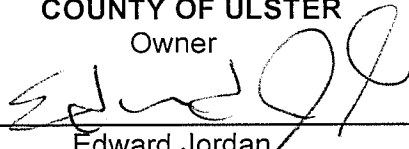
PROJECT DESCRIPTION: RFB-UC21-028 ASBESTOS ABATEMENT AT ENTERPRISE WEST

We are pleased to inform you that you are the successful bidder in the above-mentioned bid. Please sign your agreement to this **Intent to Award** and return to this office as soon as possible. You may fax it to 845-340-3434 and return the original by mail.

Formal **Notice of Award** is contingent upon full execution of a contract by Timothy Weidemann, the President/CEO of UCEDA. Full execution of the contract will not occur until it has been approved by the Board of Directors of UCEDA.

The Ulster County Economic Development Alliance will be contacting you regarding a contract for this project. The certificates of insurance requested by the specifications must be submitted to this office before a contract can be executed. Please be sure to include both Workers Compensation and a NYS Disability Certificate. You are required by the bid specifications to deliver to Ulster County an executed Performance Bond and an executed Labor and Material Payment Bond in the amount of **\$516,000.00** within TEN (10) business days from the date of the formal **Notice of Award** to you.

Notice to Proceed will be contingent upon Bond and Insurance approval. If you fail to furnish said Bonds or Certificates of Insurance within ten (10) days from the date of the formal **Notice of Award**, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

COUNTY OF ULSTER
Owner
By 
Edward Jordan
Director of Purchasing

ACCEPTANCE BY CONTRACTOR

Receipt of the above Notice of Award is hereby acknowledged

By: _____ on this _____ day of _____, 2021

By: _____
Print name Title

Ulster County Economic Development Alliance - Operating Fund

**Trial Balance
As of May 31, 2021**

Assets

Account #	Account Name	Amount
1002	M&T Checking	\$ 3.71
1003	M&T Equipment Reserve	-
1004	M&T NOW	225,478.80
	Total Cash	225,482.51
1115	Prepaid Expenses	-
	Total Prepaid Expenses	-
1100	Accounts Receivable	-
1120	Due From Other Funds	12,540.32
1121	Due from Ulster County	-
1123	Due from IDA	-
1126	Due from Town of Esopus	-
	Total Receivables	12,540.32
1200	Equipment - Office & Auto	59,024.75
1200-00	Equipment - Unity Equipment	352,484.66
1201	Accumulated Depreciation - Office	(59,024.75)
1201-00	Accumulated Depreciation - Unity	(352,484.66)
	Total Property and Equipment	-
1280	Contract Advance	-
	Total Contract Advance	-
	Total Assets	\$ 238,022.83

Liabilities & Fund Equity

Account #	Account Name	Amount
1300	Accounts Payable	\$ -
1360	Due to Other Funds	-
1380	Deferred Revenue	0.20
	Total Liabilities	0.20
1500	Net Assets	238,022.63
	Total Net Assets	238,022.63
	Total Liabilities & Net Assets	\$ 238,022.83

Revenues

Account #	Account Name	Month Ending April 2021 Actual	2021 Year to Date Actual	2021 Budget	2021 Budget vs. Actual
1600	Administrative Fees - Loan Funds	\$ -	\$ -	\$ 14,400.00	\$ (14,400.00)
1601	Application Fees	-	-	400.00	(400.00)
1654	Educational Events	-	-	3,000.00	(3,000.00)
1730	Ulster County Subsidy	-	-	-	-
1745	U.C. - Ellenville Million	-	-	-	-
1780	Interest Income	2.08	22.17	100.00	(77.83)
1783	Miscellaneous Income	-	-	-	-
	Total Revenues	\$ 2.08	\$ 22.17	\$ 17,900.00	\$ (17,877.83)

Expenses

Account #	Account Name	Amount	Amount	Amount	Amount
1810	Bank Fees/Paypal Fees	-	-	-	-
1820	Insurance	4,147.95	4,147.95	5,000.00	852.05
1822	Miscellaneous Contractual Expenses	-	-	-	-
1830	Marketing Campaign	-	-	-	-
1830-33	Marketing - Educational Events	-	-	3,000.00	3,000.00
1860	Office Expense	27.00	13,962.00	500.00	(13,462.00)
1880	Professional Fees	-	-	-	-
1880-03	Professional Fees - Legal	-	-	5,000.00	5,000.00
1880-04	Professional Fees - Accounting	-	10,000.00	13,000.00	3,000.00
1890-00	Dues, Fees & Subscriptions	-	-	-	-
2003	Contractual Expenses	-	-	-	-
2005	Ellenville Million	-	-	-	-
3000	Transfer to Ulster County	-	-	-	-
	Total Expenses	\$ 4,174.95	\$ 28,109.95	\$ 26,500.00	\$ (1,609.95)
	NET INCOME/(LOSS)	\$ (4,172.87)	\$ (28,087.78)	\$ (8,600.00)	\$ (19,487.78)

Ulster County Economic Development Alliance - Loan Status - As of 5/31/21

Name	Loan #	Cash Balances as of 5/31/21	Loan Origination Amounts	Loan Origination Date	Final Payment Date	Monthly Payment Including Interest	Principal Balance @ 12/31/20 & New	YTD Principal Through May 2021	Total Principal Received To Date	Principal Balance as of 5/31/21	Interest Past Due	Late Fees Past Due	Status
<u>Ulster County Loan Funds Administered by UCEDA</u>													
<u>CDBG</u>		#4179											
Arrowood Farms, LLC	1120		100,000.00	01/01/21	12/01/24	354.17	100,000.00	0.00	0.00	100,000.00	0.00	0.00	Prepaid through 6/21
Bread Alone - Refinance	518		250,565.58	06/01/18	05/01/28	2,536.85	195,090.50	9,495.85	64,970.93	185,594.65	0.00	0.00	Current through 5/21
Costas & Tate Insurance	319		15,000.00	05/01/19	04/01/24	276.25	10,328.80	1,217.20	5,888.40	9,111.60	0.00	0.00	Current through 5/21
The Farm Bridge	717		150,000.00	09/01/17	11/01/24	2,050.32	89,058.71	8,825.95	69,767.24	80,232.76	0.00	0.00	Current through 5/21
Fruition Chocolate	418		100,000.00	07/01/18	09/01/25	1,366.88	70,850.70	5,691.37	34,840.67	65,159.33	0.00	0.00	Current through 5/21
GAMEX, LLC	1013		100,000.00	04/24/14	03/24/24	965.61	35,838.23	4,402.02	68,563.79	31,436.21	0.00	0.00	Current through 5/21
Mad Batters	119		35,000.00	03/01/19	02/01/26	478.41	27,753.08	1,826.53	9,073.45	25,926.55	169.25	47.84	PAST DUE - Paid through 2/21
Organic Nectars	817		42,000.00	10/01/17	12/01/21	948.32	11,137.07	4,586.46	35,449.39	6,550.61	0.00	0.00	Current through 5/21
Pika's Farm Table	1118		100,000.00	11/02/18	02/01/26	1,366.88	76,448.15	5,597.45	29,149.30	70,850.70	0.00	0.00	Current through 5/21
		609,452.78	892,565.58			10,343.69	616,505.24	41,642.83	317,703.17	574,862.41	169.25	47.84	
<u>UCRLF</u>		#8641											
		26,208.00	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<u>Section 108</u>		#4699											
		41,289.37	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<u>Telecommunications</u>		#8485											
		199,150.69	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
Grand Total		876,100.84	892,565.58				616,505.24	41,642.83	317,703.17	574,862.41	169.25	47.84	

Ulster County Economic Development Alliance - Operating Fund

**Trial Balance
As of June 30, 2021**

Assets

Account #	Account Name	Amount
1002	M&T Checking	\$ 3.71
1003	M&T Equipment Reserve	-
1004	M&T NOW	225,480.65
	Total Cash	225,484.36
1115	Prepaid Expenses	-
	Total Prepaid Expenses	-
1100	Accounts Receivable	-
1120	Due From Other Funds	12,540.32
1121	Due from Ulster County	-
1123	Due from IDA	-
1126	Due from Town of Esopus	-
	Total Receivables	12,540.32
1200	Equipment - Office & Auto	59,024.75
1200-00	Equipment - Unity Equipment	352,484.66
1201	Accumulated Depreciation - Office	(59,024.75)
1201-00	Accumulated Depreciation - Unity	(352,484.66)
	Total Property and Equipment	-
1280	Contract Advance	-
	Total Contract Advance	-
	Total Assets	\$ 238,024.68

Liabilities & Fund Equity

Account #	Account Name	Amount
1300	Accounts Payable	\$ -
1360	Due to Other Funds	-
1380	Deferred Revenue	0.20
	Total Liabilities	0.20
1500	Net Assets	238,024.48
	Total Net Assets	238,024.48
	Total Liabilities & Net Assets	\$ 238,024.68

Revenues

Account #	Account Name	Month Ending June 2021 Actual	2021 Year to Date Actual	2021 Budget	2021 Budget vs. Actual
1600	Administrative Fees - Loan Funds	\$ -	\$ -	\$ 14,400.00	\$ (14,400.00)
1601	Application Fees	-	-	400.00	(400.00)
1654	Educational Events	-	-	3,000.00	(3,000.00)
1730	Ulster County Subsidy	-	-	-	-
1745	U.C. - Ellenville Million	-	-	-	-
1780	Interest Income	1.85	24.02	100.00	(75.98)
1783	Miscellaneous Income	-	-	-	-
	Total Revenues	\$ 1.85	\$ 24.02	\$ 17,900.00	\$ (17,875.98)

Expenses

Account #	Account Name	Amount	Amount	Amount	Amount
1810	Bank Fees/Paypal Fees	-	-	-	-
1820	Insurance	-	4,147.95	5,000.00	852.05
1822	Miscellaneous Contractual Expenses	-	-	-	-
1830	Marketing Campaign	-	-	-	-
1830-33	Marketing - Educational Events	-	-	3,000.00	3,000.00
1860	Office Expense	-	13,962.00	500.00	(13,462.00)
1880	Professional Fees	-	-	-	-
1880-03	Professional Fees - Legal	-	-	5,000.00	5,000.00
1880-04	Professional Fees - Accounting	-	10,000.00	13,000.00	3,000.00
1890-00	Dues, Fees & Subscriptions	-	-	-	-
2003	Contractual Expenses	-	-	-	-
2005	Ellenville Million	-	-	-	-
3000	Transfer to Ulster County	-	-	-	-
	Total Expenses	\$ -	\$ 28,109.95	\$ 26,500.00	\$ (1,609.95)
	NET INCOME/(LOSS)	\$ 1.85	\$ (28,085.93)	\$ (8,600.00)	\$ (19,485.93)

Ulster County Economic Development Alliance - Loan Status - As of 6/30/21

Name	Loan #	Cash Balances as of 6/30/21	Loan Origination Amounts	Loan Origination Date	Final Payment Date	Monthly Payment Including Interest	Principal Balance @ 12/31/20 & New	YTD Principal Through June 2021	Total Principal Received To Date	Principal Balance as of 6/30/21	Interest Past Due	Late Fees Past Due	Status
<u>Ulster County Loan Funds Administered by UCEDA</u>													
<u>CDBG</u>		#4179											
Arrowood Farms, LLC	1120		100,000.00	01/01/21	12/01/24	354.17	100,000.00	0.00	0.00	100,000.00	0.00	0.00	Current through 6/21
Bread Alone - Refinance	518		250,565.58	06/01/18	05/01/28	2,536.85	195,090.50	11,414.05	66,889.13	183,676.45	0.00	0.00	Current through 6/21
Costas & Tate Insurance	319		15,000.00	05/01/19	04/01/24	276.25	10,328.80	1,463.08	6,134.28	8,865.72	0.00	0.00	Current through 6/21
The Farm Bridge	717		150,000.00	09/01/17	11/01/24	2,050.32	89,058.71	10,608.83	71,550.12	78,449.88	0.00	0.00	Current through 6/21
Fruition Chocolate	418		100,000.00	07/01/18	09/01/25	1,366.88	70,850.70	6,841.05	35,990.35	64,009.65	0.00	0.00	Current through 6/21
GAMEX, LLC	1013		100,000.00	04/24/14	03/24/24	965.61	35,838.23	5,289.04	69,450.81	30,549.19	0.00	0.00	Current through 6/21
Mad Batters	119		35,000.00	03/01/19	02/01/26	478.41	27,753.08	2,195.74	9,442.66	25,557.34	166.63	47.84	PAST DUE - Paid through 3/21
Organic Nectars	817		42,000.00	10/01/17	12/01/21	948.32	11,137.07	5,512.94	36,375.87	5,624.13	0.00	0.00	Current through 6/21
Pika's Farm Table	1118		100,000.00	11/02/18	02/01/26	1,366.88	76,448.15	6,728.16	30,280.01	69,719.99	0.00	0.00	Current through 6/21
		619,447.86	892,565.58			10,343.69	616,505.24	50,052.89	326,113.23	566,452.35	166.63	47.84	
<u>UCRLF</u>		#8641											
		26,208.21	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<u>Section 108</u>		#4699											
		41,289.74	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<u>Telecommunications</u>		#8485											
		199,152.32	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
Grand Total		886,098.13	892,565.58				616,505.24	50,052.89	326,113.23	566,452.35	166.63	47.84	



County Contract No.: _____

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 Department of Economic Development desires to enter into an agreement for certain economic development services which shall include but not be limited to implementing priorities and actions identified in the Ulster 2040 economic development strategy, which actions are intended to further develop and strengthen Ulster County’s priority industry clusters; and

WHEREAS, the County has agreed to engage UCEDA, and UCEDA has agreed to contract with the County, to provide such economic development services 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 shall be 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 June 1, 2021 and ending December 31, 2021.**

ARTICLE 3 - COMPENSATION

A **fixed fee** amount of **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00) 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. The County shall be invoiced and make payments as described in Schedule B, “**Fees, Expenses, and Submissions for Payment.**”

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. The law and disclosure form may be accessed electronically at <https://ulstercountyny.gov/board-of-ethics>.

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. 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. 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 Article 2 of Chapter 12 of the New York Debtor and Creditor Law, 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 15 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.

ARTICLE 14 – PRIVACY AND SECURITY

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 the 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 15 - 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 15.

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 16 – 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 17 – INTENTIONALLY LEFT BLANK

ARTICLE 18 – 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 – RETENTION OF 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.

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.

The Firm understands that the County has established a Sexual Harassment Prevention Policy and Discriminatory Harassment Prevention Policy which applies to all contractors and non-employees conducting business with the County. These policies may be accessed electronically at <https://ulstercountyny.gov/ulster-county-compliance-plan>.

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 shall be of recognized financial standing, satisfactory to the County. The County shall 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.

Each policy of insurance shall 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 shall 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 ten (10) 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. 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
- C. 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 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 – EXTENSIONS AND DELAYS

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 shall 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 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.

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.

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.

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 – DISPUTES

In the event of a dispute arising from this Agreement, the Firm shall be liable to the County for reasonable attorney's fees, costs, expenses and disbursements incurred by the County in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Firm to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of County's remedies with respect thereto, and/or any error, omission and/or professional negligence of the Firm or its subcontractors, including but not limited to all attorney's fees, costs, expenses and disbursements incurred by the County in prosecuting a lawsuit against the Firm, seeking Indemnification pursuant to Article 23, obtaining Correction of Deficiencies pursuant to Article 24, Termination pursuant to Article 28, and/or Set-Off Rights pursuant to Article 29. The Firm shall further be liable to the County for all prejudgment interest on any award of attorney's fees, costs, expenses and disbursements so awarded. This provision shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 32 - GOVERNING LAW

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

ARTICLE 33 – 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 34 - 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 35 - 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 36 - 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 37 - 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 38- 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 15 (Confidentiality), Article 16 (Ownership of Confidential Information), Article 18 (Publicity), Article 19 (Retention of Records), Article 23 (Indemnification), Article 24 (Responsibility to Correct Deficiencies), Article 26 (Protection of County Property), and Article 29 (Set-Off Rights) will survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 39 - 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:

Firm:
Ulster County Economic Development Alliance, Inc.
Attn: President
244 Fair Street, 6th 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, 5th 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 40 - 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 41 – 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 ("Impacted Party") including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics or pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not); (d) national or regional emergencies; and (c) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give written notice within thirty (30) days of the Force Majeure Event to the other Party and the Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

Upon removal of such cause, the Impacted Party affected shall resume its performance as soon as reasonably possible. The Firm's financial inability to perform will not be deemed to be a Force Majeure Event 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 42 - 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.

ARTICLE 43 – COUNTERPARTS

The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

SIGNATURE PAGE FOLLOWS

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 DEPARTMENT OF
ECONOMIC DEVELOPMENT
(Approved as to content)

By: _____
NAME: Timothy Weidemann
TITLE: Director
DATE: _____

COUNTY OF ULSTER

By: _____
NAME: Edward Jordan
TITLE: Director of Purchasing
DATE: _____

ULSTER COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

By: _____
NAME: Sarah Haley
TITLE: Chair
DATE: _____

SCHEDULE A
SCOPE OF SERVICES

1. UCEDA shall provide economic development Services to the County which shall include but not be limited to implementing priorities and actions identified in the Ulster 2040 economic development strategy, which actions are intended to further develop and strengthen Ulster County's priority industry clusters.
2. The Services shall include but not be limited to:
 - a. Building cluster networks by identifying and maintain cluster membership, facilitating cluster networking and collaboration opportunities, and promoting clusters.
 - i. Developing a database of existing and/or new Ulster County businesses within each industry cluster and utilizing the database to conduct outreach and communications with cluster businesses.
 - ii. Holding at least four (4) cluster-related networking and planning events during the Term.
 - iii. Developing profiles of at least four (4) businesses within each cluster for the purposes of promoting the Ulster 2040 strategy and cluster development.
 - iv. Establishing cluster working groups and developing annual cycle of planning and performance review for Ulster 2040 implementation.
 - b. Developing cluster talent pools by identifying workforce challenges and opportunities, developing new training/education programs to address cluster workforce needs, facilitating jobseeker/employer matching, and supporting talent retention/attraction.
 - i. Partnering with existing workforce training/education providers to create at least two (2) new programs that respond to employer workforce needs.
 - c. Encouraging cluster research and commercialization by supporting research institutions and early-stage commercialization efforts, conducting studies and developing plans, and supporting and encouraging entrepreneurship and innovation within a cluster.
 - i. Conducting a childcare needs assessment and developing a plan to respond to unmet needs.
 - ii. Partnering with other organizations to develop or create incubator/accelerator programs within one or more of the Ulster 2040 clusters.
 - d. Expanding physical infrastructure for cluster growth by investing in tailored real estate and infrastructure, supporting shared equipment and facilities, and creating physical hubs to enable cluster businesses.
 - e. Increasing capital access and local ownership by developing new/existing capital sources, including venture/angel investors, crowdfunding platforms, commercial lenders, etc. to expand financial and social/community capital available to cluster businesses, and by encouraging cooperatives or worker-owned businesses.
 - i. Supporting the establishment of new cooperatives or worker-owned businesses through seed funding, planning or partnerships.
 - ii. Assisting in the re-establishment of businesses hit hard by the COVID-19 pandemic by supporting venues, festivals and events that feature businesses in one or more priority clusters.
 - iii. Continuing to engage with disadvantaged and underrepresented businesses through targeted outreach/communications and networking.
3. UCEDA shall provide the Ulster County Legislature's Economic Development Committee with reports of activity and expenditure quarterly or provide the reports at the Committee meeting following the meeting of the Board of Directors of UCEDA as determined by the Committee.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. UCEDA's fee for services shall not exceed the amount of **SEVENTY-FIVE THOUSAND AND 00/100 (\$75,000.00) DOLLARS** for the Term of this Agreement.
2. UCEDA shall invoice the County's Department of Economic Development on a quarterly basis for Services performed at a rate of **EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY and 00/100 (\$18,750.00) DOLLARS** per quarter.
3. UCEDA shall submit to the County original invoices for payment.
4. UCEDA shall submit its invoices by the tenth (10th) 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 (10th) day of the month following the ending date contained in Article 2.
8. The County will remit payment to UCEDA within thirty (30) days of approval of the invoice by the Director of the County's Department of Economic Development 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 from the County to UCEDA.

PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.

SCHEDULE C
COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS

I. 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 documents as and when requested by the County. Upon policy renewal, the Firm shall submit updated insurance policy information.

II. 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" for all certificates 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 [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Firm agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.

III. 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.

IV. 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 with

which it is entering into a contract. 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>

V. 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 with which it is entering into a contract. 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>

VI. 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.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

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

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. 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. Any hired automobile
- c. Any non-owned automobile
- d. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS 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.

X. 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. **Copies of policy must be submitted with certificate of insurance.**

XI. SEXUAL ABUSE & MOLESTATION COVERAGE

☐ If this box is checked, Sexual Abuse & Molestation Coverage 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.