



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**, a domestic not-for-profit corporation with principal offices at 244 Fair Street, Kingston, New York 12402 (the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

RECITALS

WHEREAS, the County has received a New York State Homes and Community Renewal (hereinafter referred to as “**NYS HCR**”) Community Development Block Grant (hereinafter referred to as “**CDBG**”) under the Housing and Community Development Act of 1974, as amended, (identified as Project No. 1160CVSB7-21) in the amount of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**; and

WHEREAS, the Firm has experience and knowledge in implementing business and entrepreneurship programs and was involved in the preparation of the application to NYS HCR for CDBG funding; and

WHEREAS the County desires to engage the Firm as a sub-recipient of the grant funds to be implemented in a manner consistent with the County’s grant application as approved by NYS HCR, which is deemed incorporated herein as if fully set forth as a part of this Agreement, and

WHEREAS, the Firm is desirous of, and has the capability to perform the Services; and

WHEREAS, the County has agreed to engage the Firm, and the Firm has agreed to contract with the County, to act as a sub-recipient for delivery of its NYS HCR CDBG Program, providing direct assistance for business activities. The Firm accepts such engagement on the terms set forth herein and shall provide complete project 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 Parties hereby agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

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

ARTICLE 2 - TERM OF AGREEMENT

The Firm agrees to perform the Services **beginning October 1, 2021 and ending July 22, 2022**.

ARTICLE 3 - COMPENSATION

A **not-to-exceed** amount of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** has been established for the Services to be rendered by the Firm. 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 the Firm will, in whole or in part, be compensated with New York State funds, the 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 if funds are not appropriated, available, or are reduced for this Agreement.

The Firm understands and agrees that the dollar amounts identified in this Agreement are based upon funding allocations from the State of New York and/or the Federal Government, which are the basis for any payments made by the County hereunder. In the event that the anticipated amount of funding changes, or is reduced or denied, in part or in full, the County, where appropriate, will not be liable to the Firm for the difference. If the full state and/or federal funding to the County for any payment to be made or which has been made under this Agreement, by the County to the Firm, is reduced for any reason whatsoever, then the County may (i) deduct and withhold from any future payment(s) an amount equal to the reduction in funding, or (ii) otherwise recover from the Firm the amount of the reduction. It is understood that based upon changes in the state and/or federal funding process, the actual amounts in this Agreement may change throughout the Term. The amounts in this Agreement will be amended to reflect the actual amounts to be paid upon notification to the County by the state and/or Federal Government, as necessary.

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, the 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 the 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 the Firm's status in this regard, or any failure by the 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 the 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.

The 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 contractor, and shall 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 contractor, 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 shall 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 shall 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

The 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, the 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 the Firm's obligations pursuant to this Agreement. Furthermore, upon the County's request, the 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 the 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 15, 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 15, 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, the 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 15. Further, at any time, if requested by the County, the 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 15, 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 19 – 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, the 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 written permission of the Executive or the Purchasing Director.

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

ARTICLE 26 - PROTECTION OF COUNTY PROPERTY

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

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

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

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

ARTICLE 27 – 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 shall 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, A-1, A-2, A-3, A-4, A-5, A-6, B, B-1, B-2, 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
Attention: Chairperson
PO Box 1800, 244 Fair St.
Kingston, New York 12402

County:

Ulster County Economic Development
Attention: Director
3 Development Court
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 Economic Development 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.

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 of Economic Development
DATE: _____

COUNTY OF ULSTER

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

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

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

Schedule A

Scope of Services

1. The Firm, shall perform the Program Delivery and Administration for the Ulster County Cares Small Business Assistance Program (“the Program”), with funding provided through New York State Housing and Community Renewal (“NYS HCR”) utilizing supplemental CARES Act funds made available to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (“CDBG-CV”), on behalf of the County.
2. The Firm shall comply with applicable New York State and Federal regulations established by HUD and NYS HCR.
3. The Firm shall implement the Program as described in the grant application, which is attached hereto as “Schedule A-5” and is hereby made a part hereof. The Firm shall include the following responsibilities:
 - A. Day-to-day oversight and overall Program Delivery for the Program, including maintenance of project files in accordance with the NYS HCR grant manual.
 - B. Counsel business owners on budgeting, marketing, and planning for their business
 - C. Conduct intake of participant applications and eligibility determinations.
 - D. Provide counseling and information on availability of other financial assistance programs.
 - E. Conduct selection of projects for funding based on selection criteria contained in the grant application.
 - F. Approve all payments to awarded businesses upon successful submission of required expense documentation.
 - G. Provide the County with copies of budgetary and other supporting documentation related to funded projects.
 - H. Provide assistance and instructions to start up businesses needing to file certificates with the Ulster County Clerk’s Office.
 - I. Ensure program compliance with HCR regulations
4. The Firm understands and agrees that nothing contained in this Agreement shall impose any duties or responsibility upon the Firm to act in the capacity of a building or code enforcement role or the practice of architecture, engineering, accounting, law or any other licensed or regulated profession.
5. The Firm understands that the Program’s activities shall begin after notification of funding approval is received from the NYS HCR and shall be performed by the Firm until Program closeout.
6. The Firm further understands that this Agreement shall remain in effect during the period that the Firm has control over CDBG funds, including all Program Income, as defined in “Schedule A-2” of this Agreement. Extensions of Term beyond that contained in “Article 2 – Term of Agreement”, if any, shall be made by written amendment as more fully defined in “Article 40 - Modification” of this Agreement. The milestones in the grant application schedule, attached hereto as “Schedule A-1,” shall be utilized to determine adequate progress on the project.
7. The Firm understands that this Agreement, including any of its schedules, may be reviewed and revised if there are Program changes, amendments, or other issues requiring technical assistance from the NYS HCR or HUD, which delay the expected Program progress. Such revisions, if any, shall be made by written amendment as more fully defined in “Article 40 - Modification” of this Agreement.

8. The Firm further understands that delays due to economic conditions or other unforeseen circumstances may affect expected completion dates.
9. The Firm's staff shall report the Program's progress upon the request of the County's Economic Development Department, or as requested by the County Executive or his authorized designee.

RECORDS AND REPORTS:

10. The Firm shall establish and maintain such records as necessary to document and account for all activities and expenditures under the Program throughout the course of the project.
11. In addition to the conditions set forth in "Article 19 – Retention of Records" of this Agreement, the Firm shall also maintain all files required by the New York State Homes and Community Renewal, as outlined in the NYS HCR Grant Administration Manual and HUD regulations, and shall provide the information necessary to prepare all reports including, without limitation, the annual Performance Assessment Reports, Semi-Annual Progress Reports, and the quarterly Federal Cash Transaction Reports.
12. The Firm understands and agrees that all reports and correspondence with the NYS HCR and/or HUD with regard to this Program shall be through the County's Economic Development Department or the County's Finance Department.

UNIFORM ADMINISTRATIVE REQUIREMENTS:

13. The Firm and the County agree to comply with applicable uniform administrative requirements, as described in the Code of Federal Regulations Title 24, Part 570.502 (24 CFR 570.502).

OTHER PROGRAM REQUIREMENTS:

14. The Firm and the County agree to carry out each activity in compliance with all federal laws and regulations and any regulations and program requirements of the NYS HCR in effect during the term of this agreement. The Firm agrees that it does not assume the County's environmental responsibilities as described in the Federal Code of Regulations, Title 24, Part 507.604 (24 CFR 570.604). The Firm further agrees that it does not assume the County's responsibility for initiating the review process under the provisions of the Federal Code of Regulations, Title 24, Part 52 (24 CFR 52). The Firm agrees that it shall assume responsibility for insuring that the compliance procedures contained within the County's Environmental Review Record, attached as "Schedule A-3," are fulfilled.

ADDITIONAL TERMS OF SUSPENSION AND TERMINATION:

15. The Firm understands and agrees that in addition to the terms set forth in "Article 28 - Termination" of this Agreement, the County may suspend or terminate the Services of this Agreement in accordance with 24 CFR 85.43, if the Firm or the County materially fail to comply with any terms of the award. The County may also terminate the award of this Agreement for convenience in accordance with 24 CFR 85.44.

PROGRAM DESCRIPTION:

16. Aspiring entrepreneurs from low-income backgrounds are often willing to work hard and invest significant time and energy to begin their business, but face numerous obstacles in their efforts to succeed during the first year, including lack of business background and expertise. The County recognizes this challenge, as well as the importance of small business owners and micro-entrepreneurs to economic development in the County
17. The Program will provide small business assistance in the form of a grant for small business owners residing in Ulster County. The grant monies awarded by the Program will be reimbursed to business owners after successful documentation and submission of qualified expenses. The impact of the NYS HCR CDBG-CV funding shall be a benefit for low to moderate-income business owners. The impact of the Program is designed to assist a minimum of twenty-three (23) businesses.

18. The Firm's participation shall include: (i) ensuring that the project will be able to meet all Program milestones, (ii) ensuring that businesses assisted by this Program have either income eligible owners or employ 51% or more individuals of low-to-moderate income, (iv) ensuring all businesses have proper counseling on entrepreneurial success strategies and (v) ensuring proper counseling of businesses on operating a successful business.
19. The assistance provided by the Firm through this Program shall be made in the form of a reimbursement grant. The NYS HCR CDBG-CV funds shall be reimbursed to the businesses after submission and acceptance of eligible expenses.
20. The financial assistance provided for each business in the Program shall have a maximum cap of THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS per business.
21. The Program shall serve businesses whose owners qualify due to the following income limits: a single individual making \$49,200 per year or less is considered low income. A family of two reporting \$56,200 or less qualifies; \$63,250 for a household of three; \$70,250 for a household of four; \$75,900 for a household of five; \$81,500 for a household of six; \$87,150 for a household of seven; \$92,750 for a household of eight. In order for a business with five or less employees to qualify, proof of the business owner's income will be required. For businesses with more than five employees who are qualifying based on creating or retaining 51% or more employees of limited incomes, the business must provide a self-certification of their employees' incomes. A business may also qualify by providing data that shows the salaries paid by the business are at or below the above referenced thresholds.
22. The income limits are based on 2021 HUD Annual Area Median Income Estimates. Income limits shall be updated only according to HUD'S Annual Estimates.
23. The Program's components will provide business assistance along with counseling to low-to-moderate income business owners.

PROGRAM ELIGIBILITY:

24. The Program facilitated by the Firm shall provide business assistance services for LMI businesses within Ulster County to single-filing business owners that earn less than \$49,200 or business owners that meet the above referenced thresholds. The grant amount for the Program shall have a maximum cap of THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS per business. The Firm shall ensure income eligibility of those businesses that apply to the program. Eligible activities shall include variety of purposes including working capital, permanent machinery and equipment, interior renovations, rent subsidies, and soft costs.

Selection process/application review:

25. All candidates for the Ulster County CARES grant must complete an application and submit it to the Firm. All applicants shall be screened by the Firm for income and grant eligibility. Applicants shall be prioritized by income and viability of business plan. Those applicants with the lowest income, that have the most well-developed business plan, shall be served first and shall commence upon confirmation of the applicant's eligibility and submission of all required documentation.

Income eligibility determinations:

26. The Firm shall use the Annual Gross Income reflected on the applicant's NYS tax returns to determine income. The applicant shall be required to provide to the Firm proof of income (e.g. income tax returns for past year).

Business eligibility determinations:

27. The Firm understands that eligible businesses shall be defined as meeting the following income limits: The program will exclusively award funds to businesses with 25 employees or less that are either owned by

Ulster County residents who earn less than \$70,250 per year (for a household of four) or employ 51% or more individuals that earn less than \$70,250 (for a household of 4), which is the LMI calculation for the area. A single individual making \$49,200 per year or less is considered low income. A family of two reporting \$56,200 or less qualifies; \$63,250 for a household of three; \$70,250 for a household of four; \$75,900 for a household of five; \$81,500 for a household of six; \$87,150 for a household of seven; \$92,750 for a household of eight.

In order for a business with five or less employees to qualify, proof of the business owner's income will be required. For businesses with more than five employees who are qualifying based on creating or retaining 51% or more employees of limited incomes, the business must provide a self-certification of their employees' incomes. A business may also qualify by providing data that shows the salaries paid by the business are at or below the above referenced thresholds.

Terms of Funding:

28. The subsidy will be provided as a grant. These funds will be provided to successful applicants on a reimbursement basis, once verification of eligible expenditures is provided.
29. In the event that the Program recaptures Program Income, as defined in the NYS HCR Grant Administration Manual, the Program Income shall be documented internally by the Firm and reported to the County's Finance Department, the County's Planning Department and to NYS HCR, as well as included in the NYS HCR CDBG Program Annual Performance Report. The Program Income shall returned to the County in accordance with NYS HCR CDBG regulations and the NYS HCR CDBG Program Income Plan, which is attached hereto as "Schedule A-2."

PROGRAM MARKETING:

30. Outreach and Marketing. Outreach and marketing shall be conducted in a number of ways. First, the Firm has a list of unsuccessful applications to the Ulster County Revolving Loan Fund. Oftentimes, small businesses and those from LMI backgrounds are denied loans from the Revolving Loan Fund due to creditworthiness. The dozens of applicants that are turned down for loans could be redirected and reconsidered as possible grant applicants. As the Revolving Loan Fund is a well-established program with a strong, County-wide reach, this will help us ensure established businesses apply for this new grant program. In addition, the Firm works closely with the Department of Economic Development, and the Department can supply outreach information from its database on low-income businesses that have inquired about financial assistance during the recent term. The firm will also employ traditional methods of communication about this program, including but not limited to: email newsletters to the Department of Economic Development subscribers, press releases to the local media, social media postings, and informational Public Service Announcements on local radio stations.

The Firm shall affirmatively market the Program by conducting outreach to Ulster County residents through at least two public informational meetings. The Firm shall also reach out to the Latino community through their relationship with local Spanish radio and other media outlets.

To guarantee maximum outreach and exposure in the Firm's marketing efforts, the Firm shall implement a well-developed digital campaign using a wide variety of electronic outlets and social media/social news sites. The campaign will include, but not be limited to:

- Posting on major list services to which the Firm subscribes,
- Posting on the Firm's own website and provide material for posting on the Ulster County website,
- Facebook postings,
- Instagram postings,
- Mentions in several related blogs and media sites, and
- Additional community outlets as available

31. Additional Administrative Support: The Firm currently offers informal business counseling through its relationship to businesses as administrator of the Ulster County Revolving Loan Fund. The Firm shall refer clients to counseling as needed and shall also provide referrals to agencies that provide extended businesses counseling services, including the NYS Mid-Hudson Small Business Development Center.

ENVIRONMENTAL REVIEW:

32. The Firm, as the sub-recipient, shall be responsible for adhering to the programmatic environmental review established by the County. Flood insurance rate maps shall be checked for assisted businesses. Any business found within regulatory areas shall be required to participate in the Flood Insurance Program, if applicable based on the program regulatory requirements. The footprint of any business located in a regulatory floodplain shall not be increased without required notification. Runway Clear Zones shall also be checked and properties within these zones shall not be funded. A statutory checklist shall be established in the project file and consultation with the New York State Historic Preservation Office, the New York State Department of Environmental Conservation, NYS HCR and the County's Planning Department shall be done as necessary.

FACILITATION AND APPLICATION OF PROGRAM INCOME:

33. The Firm agrees that it shall serve as the sub-recipient in a manner consistent with the Code of Federal Regulations Part 24, Section 570.204(c) [24 CFR 570.204(c)] for the disbursement of funds to eligible applicants.
34. If Program Income is received during the facilitation of the Program, the Program Income will be expended according to requirements set forth in (i) 24 C.F.R. 570.504(c) as amended, (ii) the NYS HCR Grant Administration Manual and (iii) the NYS HCR CDBG Program Income Plan, attached as "Schedule A-2" of this Agreement.
35. The Firm shall, for its performance of Program Delivery in the expenditure of the Program Income, be paid up to fifteen point eight percent (15.8%), based on the actual costs incurred and the billing procedures, as set forth in paragraph "4." of "Schedule B" of this Agreement.
36. The Firm and the County understand and agree that the County reserves the right to require the remittance of all, or part of, any Program Income held by the Firm at the end of the "Program" year. The Firm shall remit any remaining funds requested by the County, to the County within fifteen (15) days of the request.
37. The Firm agrees that it return any Program Income received and expended to NYS HCR, the County's Finance Department and report same to the County's Economic Development Department.

USE AND REVERSION OF ASSETS:

38. The Firm further understands and agrees that the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of the Federal Code of Regulations, Title 24, Parts 84, 570.502, 570.503, and 570.504 (24 CFR 84) (24 CFR 570.502), (24 CFR 570.503), (and 24 CFR 570.504), as applicable, which include, but are not limited to, the following:
- A. The Firm shall transfer to the County any NYS HCR CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
 - B. Real property under the Firm's control, which was acquired or improved, in whole or in part, with funds under this Agreement in excess of TWENTY-FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS shall be used to meet one of the NYS HCR CDBG National Objectives pursuant to the Federal Code of Regulations, Title 24, Part 507.208 (24 CFR 570.208) until five (5) years after expiration of this Agreement. If the Firm fails to use NYS HCR CDBG assisted real property in a manner that meets a NYS HCR CDBG National Objective for the prescribed period of time, the Firm shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non NYS HCR CDBG funds for acquisition of, or

improvement to, the property. Such payment shall constitute Program Income to the County. The Firm may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

39. In cases where equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program Income (pro-rated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Firm for activities under this Agreement shall be (a) transferred to the County for the NYS HCR CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-NYS HCR CDBG funds used to acquire the equipment.

Schedule A-1

Program Schedule

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022

Project No. 1160CVSB7-21

FORM 7-2
PROGRAM SCHEDULE

1. Recipient Name: Ulster County	2. Project #: 1160CVSB7-21			3. Date: 08/11/2021			Updated Form: <input type="checkbox"/>	
4. Project Name: Ulster County CARES								
5. Effective Date: 08/11/2021	1st QTR	2nd QTR	3rd QTR	4th QTR	5th QTR	6th QTR	7th QTR	8th QTR
6. Milestones:								
Submit Grant Agreement	8/11/21							
Submit Environmental Review	8/27/21							
Submit First Drawdown	9/30/21							
25% of Funds expended		11/30/21						
50% of Funds expended		1/28/21						
75% of Funds expended			4/1/21					
Submit Final Drawdown				6/3/21				
Submit Final Annual Performance Report				7/29/21				
7. Total Amount of CDBG Funds Requested (quarterly):								
	\$ 250,000							

Prepared by: Kate Heidecker Email: kahe@co.ulster.ny.us Phone Number: 845-417-8596

Office of Community Renewal 12/2016

Schedule A-2

Program Income Plan

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022

Project No. 1160CVSB7-21

New York State CDBG Program Program Income Policy Fact Sheet

Contact: Jason Purvis at Jason.Purvis@nyshcr.org or (518) 474-2057

Definition of CDBG Program Income

Program income is defined by HUD to include any “gross income received by a State, a unit of general local government, or a subrecipient of the unit of general local government that was generated from the use of Community Development Block Grant (CDBG) funds, regardless of when the CDBG funds were appropriated and whether the activity has been closed out...” 24 CFR 570.489(e)(1).

- Typical sources of program income include:
 - Proceeds from the disposition by sale or long-term lease of real property purchased or improved with grant funds;
 - Proceeds from the disposition of equipment purchased with grant funds;
 - Gross income from the use or rental of real or personal property acquired by the unit of general local government with grant funds, less costs incidental to the generation of the income;
 - Gross income from the use or rental of real property owned by the unit of general local government that was constructed or improved with grant funds, less the costs incidental to the generation of the income;
 - Payments of principal and interest on loans made using grant funds;
 - Proceeds from sale of loans or obligations secured by loans made with grant funds;
 - Interest earned on funds held in a revolving fund account or earned on program income pending disposition of the income; and
 - Funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where special assessments are used to recover all or part of the grant portion of a public improvement.
- For the **State** CDBG program, the rule provides for an annual threshold of \$25,000 (2000 – 2011) or \$35,000 (2012 – present) before receipts by local recipients must be counted as program income.
 - If the total amount of receipts by the local recipient exceeds \$25,000 (2000 – 2011) or \$35,000 (2012 – present) during a given fiscal year (for the New York State Program, the State fiscal year is April 1 – March 31), **all funds received, including the initial \$25,000 (2000 – 2011) or \$35,000 (2012 – present), are considered program income.**
 - If the total receipts by a local recipient in the State’s fiscal year do not exceed \$25,000 (2000 – 2011) or \$35,000 (2012 – present), then those funds are considered miscellaneous revenue and may be retained by the local recipients and moved to its general account. **This transfer may occur only at the end of a State’s fiscal year when total annual receipts are determined and approved by New York State Office of Community Renewal (OCR).**
 - Note: **All revolving loan fund (RLF) receipts are considered program income,** regardless of the amount received annually, and are not eligible for this exclusion.

Page 1 of 3
(3/2018)

Proceeds That Are NOT Program Income

The following proceeds are **not** considered program income under CDBG rules:

- As noted above, if the total amount of funds received (excluding RLF's) does not exceed \$35,000 received during a State fiscal year (April 1 – March 31), the funds are considered miscellaneous revenue and may be retained by the local recipients and moved to its general account. This transfer may occur only at the end of a State's fiscal year when total annual receipts are determined and approved by OCR.
 - Proceeds from the sale of real property purchased or improved with CDBG funds if the proceeds are received more than 5 years after expiration of the grant agreement with the State.
 - Community economic development, neighborhood revitalization and/or energy conservation projects activities by nonprofit organizations qualified under Section 105(a)(15) of the Housing and Community Development Act.
- Local recipients must consult with OCR staff regarding any proceeds that are received related to the Program which might not be classified as program income, or to prorate proceeds that are generated from an activity which is only partially assisted with CDBG funds.

Requirements for Use of CDBG Program Income before March 31, 2019

Program income currently held or received by local recipients may be committed to a CDBG activity or activities prior to March 31, 2019, subject to the following conditions:

- The activity must be eligible under the current State Annual Action Plan.
 - Use of the funds is subject to all CDBG requirements, regardless of whether the activity that generated the program income has been closed out.
 - The local recipient must request approval of the use from OCR prior to making any commitment.
 - Commitment means either that the local recipient legislative body has formally approved funds for a specific project in the public record, or the local recipient has entered into a written agreement with a business, household or other eligible person that is the intended recipient of the funds committing to a specific activity.
 - The commitment cannot be subject to contingencies that could result in cancelation of the activity. If the activity is canceled subsequent to the commitment, the funds must be returned to the Housing Trust Fund Corporation (HTFC).
- Expenditure of the funds is not required by March 31, 2019 as long as the commitment requirements are met.
- 24 CFR 570.489(e)(3)(ii)(C) states that “the State must require units of general local government, to the maximum extent feasible, to disburse program income . . . before requesting additional funds from the State for activities.”
- **If the local recipient has any open CDBG grant, program income must be disbursed before drawing any new grant funds.** Use of program income under an open grant means either that the local recipient will increase the activities being funded under the current grant within the same contract term, or funds will be de-obligated at the end of the contract term. Extensions to the term of the open grant in order to expend additional program income funds will not be approved.

Page 2 of 3
(3/2018)

- However, if the funds received have been legally designated by the local recipient to a RLF, disbursement of such funds can only be for activities permitted by the RLF.
- Please note that OCR cannot award new CDBG funds to a local recipient that has accumulated program income sufficient to fund the proposed new activity.

Disposition of Program Income Received Starting April 1, 2019

Beginning April 1, 2019, all program income received by local recipients must be returned to the HTFC as follows:

- For all receipts legally designated for local RLF's, the funds should be returned immediately to the HTFC.
- For all other receipts from CDBG activities, the funds may be accumulated in a separate local account and returned to the HTFC at the end of the State fiscal year, along with a Program Income Report.
- No funds received after April 1, 2019 may be directly disbursed to activities by the local recipient.

Reporting Instructions

Recipients must file a CDBG Program Income Report annually at the end of each State fiscal year. The Report must identify all receipts, including funds received that are not program income (i.e., less than \$35,000 during the State fiscal year.)

Recipients must file the Program Income Report for the 2018-2019 fiscal year ending March 31, 2019. The OCR will be updating the report format to reflect the changes in policy. The Report will identify all funds obligated to eligible activities as well as all funds returned to the HTFC. The Report will be due April 30, 2019 along with remittance of program income not committed.

Beginning April 1, 2019, all program income received must be returned to the HTFC at the end of the State's fiscal year. The Program Income Report must be completed only to identify the sources of program income being transmitted to the HTFC.

Return of Funds Instructions

- Please contact Jason Purvis, Program Director at jason.purvis@nyshcr.org or (518) 474-2057 for instructions on how to return Program Income
- Funds may only be returned by the local recipient, and not by any subrecipient or beneficiary

Schedule A-3

Environmental Review Record

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022

Project No. 1160CVSB7-21

**DESIGNATION OF CERTIFYING OFFICER AND
ENVIRONMENTAL RESPONSIBILITY CERTIFICATION**

10/08/2021
(Date)
Marilyn Ponce
(Name of OCR Community/Economic Developer)
Office of Community Renewal
Hampton Plaza
38-40 State Street, 4th Floor
Albany, New York 12207

RE: CDBG Project Number: 1160CVSB7-21

Dear Ms. Ponce:

I, Patrick Ryan, the authorized signatory for
(Name of Chief Elected Official)
Ulster County do attest that:
(Name of CDBG Recipient)

- I understand that any projects that include CDBG funds must be assessed in accordance with the National Environmental Policy Act of 1969 (NEPA) and the related authorities listed at 24 CFR Part 58.
- I understand that, except for actions involving activities determined to be Exempt (per 24 CFR 58.34 and NYS Office of Community Renewal procedures), *no physical alteration to individual sites can occur nor can funds for those activities be committed or expended until receipt of an environmental clearance letter* from the Housing Trust Fund Corporation and, for any subsequently identified specific sites, site-specific reviews are completed for which the Certifying Officer determines that there are no unanticipated impacts nor impacts not adequately addressed in the program review related to the environmental clearance letter and said Officer certifies such determination.
- I understand that should any part of a project site be physically altered, funds be committed, or funds be expended prior to receiving the appropriate environmental clearances, that the site will not be eligible for CDBG funding and the Ulster County may be responsible for any costs incurred except under the following circumstance: in the case of Exempt activities, concurrence from the NYS Office of Community Renewal that the particular action is Exempt prior to any physical alterations unless that action is taken to address an emergency situation in which case concurrence must be obtained no later than the first regular business day following such an event,
- I also notify you that Nick Hvodza, (Name of Certifying Officer) Acting Director of Environment, (Title) is designated as the *Certifying Officer* responsible for all activities associated with the environmental review process to be completed in conjunction with NYS CDBG project number 1160CVSB7-21 awarded to Ulster County.
(CDBG Project Number) (Name of CDBG Recipient)

Sincerely,

Signature of Chief Elected Official
Patrick Ryan, County Executive
Typed Name and Title

FORM 2-3

CERTIFICATION OF NEPA CLASSIFICATION

CDBG Project Number: 1160CVSB7-21 Date 10/12/2021
Name and Title of Certifying Officer: Nick Hvozda Title Acting Director of Environn
Name of Responsible Entity: Ulster County
Address (e.g., Street No. or P.O. Box): 244 Fair Street
Co/C/T/V, State, Zip Code+4: Kingston 12401 NY 12401-3806
Telephone Number of Responsible Entity: (845) 340-4298

It is the finding of the Ulster County that the activity(ies) proposed in its 2021 NYS CDBG
Name of CDBG Grant Recipient Funding Year
project, Ulster County CARES Small Business Assistance are:
Project Name

Check the applicable classification:

- Exempt as defined in 24 CFR 58.34 (a).
- Categorically Excluded as defined in 24 CFR 58.35(b).
- Categorically Excluded as defined in 24 CFR 58.35(a) and no activities are affected by federal environmental statutes and executive orders [i.e., exempt under 58.34(a)(12)].
- Categorically Excluded as defined in 24 CFR 58.35(a) and some activities are affected by federal environmental statutes and executive orders.

If neither exempt (24 CFR 58.34(a) nor categorically excluded (24 CFR 58.35(a) and (b) can be checked, Form 2-6 Environmental Assessment will be required.

- Part or all of the project is located in an area identified as a floodplain or wetland.
For projects located in a floodplain or wetland, evidence of compliance with Executive Orders 11988 and/or 11990 is required.
 - Affidavit of publication for Early Notice and Public Review of Proposed Activity Located in the 100 Year Floodplain attached
 - Affidavit of publication for Final Notice and Public Explanation of Proposed Activity Located in the 100 Year Floodplain attached



Signature of Certifying Officer

Office of Community Renewal (10/2014)

Form 2-4
NEPA Classification Checklist

CATEGORICALLY EXCLUDED ACTIVITIES [24 CFR 58.35(a)]

Activities in this section require compliance with related laws and authorities at 24 CFR 58.5 and 58.6

Select only one of the following:

- Acquisition, repair, construction, reconstruction, rehabilitation or installation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent. Examples of this type of activity include replacement of water and sewer lines, reconstruction of curbs and sidewalks, street repaving [58.35(a)(1)].
- Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons [58.35(a)(2)].
- Rehabilitation of buildings and improvements for residential use (with one to four units), where the density is not increased beyond four units, the land use is not changed, and the footprint of the building isn't increased in a floodplain or in a wetland [58.35(a)(3)(i)].
- Rehabilitation of multifamily residential buildings (with five or more units), when the following conditions are met: a) unit density is not changed more than 20 percent, b) the project does not involve changes in land use from residential to non-residential; and c) the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation [58.35(a)(3)(ii)].
- Rehabilitation of non-residential structures, including commercial, industrial, and public buildings when the following conditions are met: a) the facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent, and b) the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial or from one industrial use to another [58.35(a)(3)(iii)].
- An individual action on up to four dwelling units [not including rehabilitation (see 58.35(a)(3)(i) above)] where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between [58.35(a)(4)(i)].
- Acquisition (including leasing) or disposition of an existing structure, equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use [58.35(a)(5)].
- Any combination of the above activities [58.35(a)(6)].



Signature of Certifying Officer

FORM 2-3A
CERTIFICATION OF SEQRA CLASSIFICATION

CDBG Project Number: 1160CVSB7-21 Date 10/12/2021
Name and Title of Certifying Officer: Nick Hvozda Title Acting Director of Environn
Name of Responsible Entity: Ulster County
Address (e.g., Street No. or P.O. Box): 244 Fair Street
Co/C/T/V, State, Zip Code+4: Kingston NY 12401-3806
Telephone Number of Responsible Entity: (845) 340-4298

It is the finding of the Ulster County that the activity(ies) proposed in its 2021 NYS CDBG
Name of CDBG Grant Recipient Ulster County CARES Small Business Assistance Funding Year
project, Ulster County CARES Small Business Assistance are:
Project Name

Check the applicable classification:

- Type I Action (6NYCRR Section 617.4)
 - Identify the Lead Agency _____
 - Evidence of Lead Agency Declaration and Consent attached
 - Copy of Environmental Notices Bulletin attached
- Type II Action (6NYCRR Section 617.5)
- Unlisted Action (not Type I or Type II Action)
 - Identify the Lead Agency _____
 - Evidence of Lead Agency Declaration and Consent attached

Check if applicable:

- Environmental Impact Statement (EIS) Prepared
 - Draft EIS
 - Final EIS



Signature of Certifying Officer

Office of Community Renewal 12/2015)

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Ulster County Department of Economic Development	Assist recipient to determine if business is in flood way and obtain necessary insurance
Ulster County Human Rights Commission	Work with project program applicants who have experienced discrimination

Preparer Signature: _____ Date: _____

Name/Title/Organization: Kate Heidecker, Deputy Director of Economic Development, Ulster County

Responsible Entity Agency Official Signature:



Date: 11/3/2021

Name/Title: Nick Hvozda, Acting Director of Environment

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Schedule A-4

Federal HUD (24 CFR Part 85) Housing Trust Fund Corporation And County of Ulster Contract Provisions

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022 Project No. 1160CVSB7-21

Contract Provisions for Federally Assisted Construction/Rehab Projects

INTRODUCTION

This project is being financially supported by federal funds awarded by the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) Program. The County of Ulster Economic Development Department administers the CDBG Programs. As a result of using federal funds on this project there are a number of regulations that must be adhered to in order to receive prompt payment for work done under the program.

The information provided on the following pages outlines a number of conditions that the Contractor must abide by in order to enter into a contract for the work described in the specifications and contract drawings.

The following conditions take precedence over any conflicting conditions in the contract:

SEC. 1. APPLICATION TO SUBCONTRACTORS. No money under this contract shall be disbursed by the Contractor to any sub-contractor or agency except pursuant to a written contract which incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

"HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.

"County" means the County Executive and the County Legislator or County of Ulster or person or persons authorized to act in their behalf.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

SEC. 3. ACCESS TO RECORDS AND RECORDS RETAINAGE.

A. Records to be Kept. Records shall be maintained in accordance with requirements prescribed by HUD or the County with respect to all matters covered by this contract. Except as otherwise authorized by HUD, such records shall be maintained for a period of five (5) years after receipt of the final payment under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. At any time during normal business hours and as often as the Town, HUD and/or the Comptroller General of the United States may deem necessary, the Contractor shall make available to the Town, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this contract, and will permit the Town, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 4. LOBBYING. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all

sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 5. DISCRIMINATION. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 20000d) which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Executive Order 11246, as amended by Executive Order 12086, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay.

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker's representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the contracting agency, and may direct the subcontractor or vendor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- F. Section 3 Clause.** Projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the Contractor shall comply with the provisions of **Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.**
1. Section 3 requires that, to the greatest extent possible:
 - a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
 - b. Subcontracts shall be awarded to businesses owned by low-income residents or to businesses in which at least 30% of their permanent employees are low-income residents.
 2. Contractors and subcontractors shall be required to provide to the County plans for complying with these provisions and reports on the extent to which they have met them.
 3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

SEC. 6. LABOR STANDARDS. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with labor standards in federally assisted programs:

- A. Davis-Bacon Act Provisions.** All contracts for construction work in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276 a to a.7) as supplemented by Department of Labor Regulations (29 CFR Part 5). However, these requirements apply to the **rehabilitation** of residential property only if such property contains eight (8) or more units. The Davis Bacon Act is **not** triggered when CDBG funds are used for non-construction work such as acquisition, purchase of equipment, architectural and engineering fees, other services (legal, accounting, construction management), etc.
1. All workers employed by Contractors or subcontractors on construction work costing over \$2,000 and financed in whole or in part under this Contract shall be paid wages at rates not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor and specified in a wage determination.
 2. In construction projects subject to the Davis-Bacon Act, Contractors and subcontractors shall submit weekly payroll information for each worker in the form prescribed by HUD, and shall post a notice listing the minimum wage rates at the work site or sites. In addition, Contractors and subcontractors shall be required to pay wages at least once a week.

B. Copeland "Anti-Kick Back Act" (18 U.S. C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.).

Contracts awarded by grantees and subgrantees in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Parts 3, 5 and 5a.

1. Under Section 103 Of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.
2. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

SEC. 7. Clean Water, Clean Air, E.O. 11738 and EPA Regulations Provision Compliance with Air and Water Acts apply to assisted construction contracts and related subcontracts exceeding \$100,000. In compliance with Section 306 of the Clean Air Act, as amended, (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended, (33 U.S.C. 1368), Executive Order 11738, and the Regulations (40 CFR, part 15) of the Environmental Protection Agency with respect thereto the Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. They will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued there under.
3. They will promptly notify the County of any notification received from the EPA Office of Federal Activities, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. They will include the provisions of paragraph 1 through 4 of this subpart in every nonexempt subcontract, and take such action as the Government may direct as a means of enforcing such provisions.

SEC. 8. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35).

1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices.

4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and North Carolina standard lead level threshold for Childhood Lead Exposure Act of North Carolina and the Environmental Protection Agency. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

SEC. 9. USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS. CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

SEC. 10. CONFLICT OF INTEREST.

A. Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, subrecipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. This provision shall be incorporated in all such contracts or subcontracts.

B. Contractor's Responsibilities. The Contractor shall take appropriate steps to assure compliance with paragraph (A) of this section, and will incorporate the following provision into every sub-contract:

Interest of Sub-Contractor and Employees. The Sub-Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Community Development Block Grant Program has any personal financial interest, direct or indirect, in this Contract. Any interest on the part of the Sub-Contractor or his employees must be disclosed to the Recipient and the Town, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area."

SEC. 11. DISPUTES, DEFAULT AND TERMINATION

A. Disputes. In the event of dispute arising under this Contract, the Contractor shall notify the County promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the Contractor shall proceed with such work in compliance with the instructions of the Town; such compliance shall not be a waiver of the Contractor's rights to make a claim, provided they have notified the County in writing as above stipulated.

B. Default and Remedies.

1. Default shall consist of any failure by the Contractor to perform under this contract or written amendments thereto or any breach of any covenant, agreement, provision or warranty provided by the Contractor as a part of this contract. Actions which constitute a default include, but are not limited to:
 - a. Failure to submit to the County reports which are required pursuant to this contract or the submission of required reports that are incorrect or incomplete.
 - b. Submission of requests for payment or reimbursement of amounts that are incorrect or incomplete.
 - c. The failure of the Contractor to accept any additional conditions which may be provided by law, by executive order, by regulation or by other policy announced by the Town, the state or any federal agency.
 - d. Failure to perform any activity required by this contract.
2. Upon occurrence of any default, the County shall advise the Contractor in writing of the action constituting the default, and specify the actions that must be taken to cure the default. The County may suspend payment under the contract. If a default is not cured within 30 days from receipt of written notice of such default by the Contractor, the County may continue the suspension or, by written notice of termination, may terminate the contract.

3. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damage sustained by the County by virtue of any default or breach of the contract; and the County may deduct the amount of damages from any outstanding payments to the Contractor or may withhold payments until such time as the exact amount of the damages is determined.

C. Termination.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the County will not be obligated to continue funding for the services contained in this contract and may terminate the contract.
2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by or purchased with CDBG funds by the Contractor under this contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

STANDARD CLAUSES FOR AGENCY CONTRACTS

**NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
HOUSING TRUST FUND CORPORATION
(individually or collectively, "Agency" or "Agencies")**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State of New York ("State")), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Agency or Agencies under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Agency or Agencies involved in this Contract and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Agency or Agencies shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Agencies' Senior Vice President and Counsel, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

2. **CONFLICTS OF INTEREST.** The Contractor shall not accept any engagement in conflict with the Agency's or Agencies' interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. **SUBCONSULTANTS.** The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. **NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies' written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. **INDEMNITY.** The Contractor shall indemnify and hold the Agency or Agencies and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

6. **NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human

Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by the Agency or Agencies upon the Commissioner’s finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' 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 shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Agency or Agencies, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payments to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under this Contract. This Contract may provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number

or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

- (b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Agency or Agencies is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm> or call the Agencies' Contract Officer at (212) 688-4000.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.

12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

15. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor's authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any

provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

19. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Agency's or Agencies' receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Agency or Agencies, in writing, of each and every change of address to which service of process can be made. Service of process by the Agency or Agencies to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

21. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor's behalf.

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or Agencies may exercise their termination right by providing written notification to the Contractor.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development 633 Third Avenue
New York, New York 10017
Telephone: 212-803-2424 Email:mwbecertification@esd.ny.gov
<https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Contract, as applicable. Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

27. Termination (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

28. Iran Divestment Act. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/reg/docs/ListofEntities.pdf> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List

before the contract assignment will be approved by the Agency.

During the term of the Contract, should the Agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

29. Affordable Care Act. It is the sole responsibility of the Contractor to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit¹. Employees of the Contractor providing services to the Agency or Agencies are employees of the Contractor and are not employed by the Agency or Agencies nor the State of New York.

30. Obligations, Representations and Warranties. The Contractor warrants that it, its staff, and any and all subcontractors, if any, have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to this Agreement and/or any subcontract entered into under this Agreement. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors, if any, to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors, if any, are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under this Agreement, the Contractor shall immediately notify the Agency or Agencies.

31. Internet Services. In accordance with the requirements of Executive Order No. 175, Contractor certifies that it will adhere to net neutrality principles if this contract is for the provision of internet services, regardless of delivery method, to all end users in New York State, unless the President/CEO of the Agency or Agencies, or their designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this provision supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable law, or limits the provider’s ability to do so. As used herein, “net neutrality” means that Contractor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application.

¹ Exchange coverage allows you to use the state’s insurance exchange marketplace to obtain coverage from competing private health care providers.

Schedule A-5

Program Application

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022 Project No. 1160CVSB7-21

NEW YORK STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

CORONAVIRUS AID, RELIEF AND ECONOMIC
SECURITY ACT (CARES)

APPLICATION & INSTRUCTIONS



**Homes and
Community Renewal**

**Housing
Trust Fund
Corporation**

OFFICE OF COMMUNITY RENEWAL

ANDREW M. CUOMO, GOVERNOR
RUTHANNE VISNAUSKAS, COMMISSIONER/CEO

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I. APPLICATION CHECKLIST

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- Project Contact Information	Required	X
- Project Proposal (A-F)	Required	X
Please note, responses to section A-F may be limited to space provided, do not attached additional pages		
- Activity Detail Sheet(s) (<i>specific to activity proposed</i>)	Required	X
- Budget Table – Funding Sources	Required	X
- Budget Table – Use of Funds	Required	X
- Certifications	Required	X
Attachments		
Citizen Participation Materials		
- Copy of Public Hearing Notice	Required	X
- Affidavit of Publication	Required	X
- Evidence of Public Posting	Required	X
- Hearing Minutes	Required	X
Civil Rights		
- Section 3 Plan (if over \$200,000 request, plan templates found here: https://hcr.ny.gov/section-3-compliance#section-3-compliance)	Required	X
- Affirmatively Furthering Fair Housing (AFFH) Statement	Required	X
Other		
- Duplication of Benefits Worksheet here: https://hcr.ny.gov/community-development-block-grant#cdbg-cares-funding	Required	X
- Documentation of need	Required	X
- Cost Estimates	Required	X
- Applicant Disclosure Form https://portal.hud.gov/hudportal/documents/huddoc?id=2880.pdf	Required	X
- National Objective Compliance Supporting Documentation	Required	X
- Support letters	Optional	X

II. APPLICATION FORMS

A. PROJECT CONTACT INFORMATION

1. Applicant Information

Organization Name	Ulster County
Type	County Government
Mailing Address	3 Development Court
City	Kingston
State	NY
Zip + 4	12401
Phone	845-340-3556
Fax	
Primary Email	twei@co.ulster.ny.us
Website	ulstercountyny.gov
EIN	14-60025775
DUNS	07-720-9740
Fiscal Year End	12/31/2021

2. Chief Elected Official - CEO (If term is ending, please provide new contact information)

First Name	Patrick
Last Name	Ryan
Title	County Executive
Term Effective Date	1/1/2020
Term End Date	12/31/2023
New CEO Name	
Title	
Term Effective Date	
Term End Date	
City	Kingston

State	NY
Zip + 4	12401
Phone	845-340-3800
Fax	
Email	exec@co.ulster.ny.us

3. Primary Local Grant Contact (Must be a municipal employee other than CEO)

Name	Timothy Weidemann			
Title	Director of Economic Development			
Address	3 Development Court			
City	Kingston			
State	NY			
Zip + 4	12401			
Phone	845-340-3556			
Fax				
Email	twei@co.ulster.ny.us			

4. Applicant Political District Information

Congressional District(s)	19			
Assembly District(s)	101	102	103	104
Senate District(s)	39	42	46	51

5. Program/Project Information

Name of Project	Ulster County CARES Grant Program
Location	Ulster County Office of Economic Development
Location Type	Government Office
Address Specific	3 Development Court, Kingston, NY 12401
Community-Wide	
Census Tract/Block Group	

B. PROJECT PROPOSAL

1. Description of Need

- Provide a brief description of need for the project, including any quantifiable information (for example, the number of people affected, area affected, etc.)
 - The description, to the extent possible, should be based on verifiable documentation attached to the application, such as supports letters, architectural/engineering reports, or market analysis
- Provide an explanation of how the proposed project will address the identified need.
- Describe why CDBG-CV is necessary to complete the project; include a description of efforts taken to secure alternative or additional funds from other public and private sources.
- Identify if other sources are available for the needs identified. Explain why these sources cannot meet the needs addressed by this proposal.

Ulster County CARES Small Business Grant program will provide grant funding of up to \$35,000 to twenty-three (or more, depending on funding size requests) Low-to-Moderate Income small businesses in Ulster County. The program will exclusively award funds to businesses with 25 employees or less that are either owned by Ulster County residents who earn less than \$70,250 per year (for a household of four) or employee 51% or more employees that earn less than \$70,250 (for a household of 4), which is the LMI calculation for the area. (See details on income limits under CDBG National Objective.) The program will be marketed and targeted to LMI businesses that were hardest hit by coronavirus due to the fact that prior to the pandemic, they may have had difficulty accessing financing through traditional financial institutions or meet credit scoring models worthy of consideration. The total funding for this program is \$850,000 in grants specifically to Ulster County businesses seeking to create, improve, or expand their business. Both start-up and established businesses will be considered for funding.

Depending on the size of the business and the number of grants awarded, at least 23 LMI business owners/LMI Business employees will be impacted by this program. The monies may be used for a variety of purposes including working capital, permanent machinery and equipment, interior renovations, rent subsidies, and soft costs. Business owners that seek in excess of \$35,000 will be matched with the Ulster County Revolving Loan fund for a loan/grant combination. Prioritized for eligibility will be businesses who were unable to access other COVID relief programs such as PPP or EIDL.

As business owners of low to moderate income have lower levels of capital, it naturally makes it more difficult for them to safeguard against unexpected economic downturns. In addition, many of these businesses are concentrated in areas such as retail or restaurant businesses, which were the most impacted by COVID-19.

According to the United States Small Business Administration Office for Advocacy, businesses owned by individuals of Limited and Moderate Income often have less access to education and training, leaving a knowledge gap that can be detrimental to the success of their endeavors.

The proposed Ulster County CARES Small Business Grant program will not only give these business owners access to capital, all awardees will be offered the opportunity for one-on-one technical assistance from the Ulster County Office of Economic Development, Board members of the Ulster County Economic Development Alliance, and employees of the Mid-Hudson Small Business Development Center. The program will pair them with a business advisor or industry mentor that will provide them with guidance on budgeting, marketing, and planning for their business. While encouraged, the frequency of participation in this mentorship program will be at the discretion of the individual business owner.

Need

Ulster County has a total population of 177,573, according to the most recently released United States Census Data. The U. S. Department of Urban Development web mapping tool shows that 40% of the total population of Ulster County is considered LMI. Ulster County's economy relies heavily on small businesses, with an exceptional proportion of small businesses in the area, a ratio that increased during the pandemic in fact, according to business certificates filed with the Ulster County Clerk's office, 683 sole proprietors filed business certificates with the Ulster County Clerk's office in 2019, compared with 726 total business certificates filed, meaning a total of 94 percent of new business owners were sole proprietors. In 2020, 610 businesses filed in Ulster County; 586 were sole proprietors for a total of 96 percent. While the ratio of sole proprietorship increased during the pandemic, overall business filings were down significantly, with a decrease of 16 percent between 2019 and 2020.

New York State Department of Labor statistics show that in March 2020, the Kingston MSA area had an unemployment rate of 4.4 percent. Despite widespread vaccine availability and a significant decrease of active COVID cases in Ulster County, the March 2021 unemployment rate has increased to 6.2%. As dislocated workers return to employment, self-employment can be an attractive option particularly for low skill workers who may be unable to find a salary job --because it provides a way for them to boost earnings while also helping them to avoid labor market discrimination. Interestingly, even as unemployment tags, new businesses have increased in Ulster County. From January 1st, 2020 to May 1st 2020, there were 185 new business certificates filed. During the same time period, the first quarter of 2021, there were 225 business certificates filed, an increase of 16 percent.

According to the SBA Office for Advocacy, aspiring entrepreneurs are often willing to work hard and invest significant time and energy to found their business, but face numerous obstacles in their efforts to succeed during the first year. Including lack of business background and expertise. The Ulster County CARES grant program will counteract this challenge through its one-to-one mentorship program, tapping into an experienced network of industry professionals in Ulster County, who, since the pandemic, have been meeting weekly to ensure that County and state business support programs are aligned and meeting the needs of business owners.

Ulster County government has strong evidence of the many area businesses that would like to expand and improve their operations. The Office of Economic Development helps to administer the Ulster County Revolving loan fund, designed to assist businesses in obtaining low-cost loans for expansion and improvement. The office receives at least 40 applications for the Revolving Loan fund annually. At present, the Ulster County revolving loan fund is supporting 9 businesses with a total of \$892,000 in loans. These diverse businesses include a specialty food product start-up, a brewery, a bakery, an insurance company, and more. These loans range in size from \$35,000 to \$250,000. Oftentimes, small businesses and those from LMI backgrounds are denied loans from the Revolving Loan Fund due to creditworthiness. The dozens of applicants that are turned down for loans could be redirected and reconsidered as possible grant applicants. As the Revolving Loan Fund is a well-established program with a strong, County-wide reach, this will help us ensure established businesses apply for this new grant program.

CDBG CARES funds will be critical in offering Ulster County small business owners the support they need to create, improve, or expand their business. While other federal relief programs such as the Payroll Protection Program offered significant relief to business owners with multiple employees, the funding stream from these programs had limited allocations for small business owners and micro entrepreneurs, who often carry the bulk of the workload themselves. In addition, nearly all the support programs offered by federal and state sources required evidence of business activity prior to and during the pandemic, leaving no funding options for aspiring entrepreneurs looking to establish a start-up business as a way to return to work.

2. Connection to Coronavirus

- Describe, specifically, how the project will prevent, prepare for, and/or respond to Coronavirus
 - To qualify for assistance, a direct connection to preventing, preparing for and/or responding to Coronavirus must be demonstrated for each activity that will be undertaken as part of this project.

Ulster County Small Business owners of LMI backgrounds and LMI individuals that work in Ulster County small businesses have faced extreme pressures since the outset of the coronavirus pandemic. Recent data provided by the United States postal service and published by the New York Times measured the largest change in net in-migration in 926 metro areas; Ulster County experienced the second largest change in Kingston with a 5.2 percent increase. The mass exodus from Manhattan and the NY metro areas has created increasing competition for Ulster County LMI business owners and employees and financially advantaged residents have established competing businesses in the area, without constraints on funding. The proposed grant program will directly respond by supporting LMI business owners who are struggling with the increasing costs of commercial rents and business spaces, as well as increased competition from businesses with well-established client bases and expensive marketing plans. At least 23 businesses will be assisted through this funding program.

As the grant program will only award funds to LMI businesses, it will respond to the changed marketplace conditions created in Ulster County by the outmigration created during the coronavirus pandemic.

It will also respond to the coronavirus pandemic by providing an opportunity for aspiring entrepreneurs who have been unable to access traditional employment opportunities due to challenges with childcare, transportation, education, and other barriers all conditions exacerbated by the pandemic the funding and access to business expertise that will give them a real opportunity for success.

3. CDBG National Objective

- Provide a description of how the proposed activities will meet a CDBG National Objective. All CDBG-funded activities must meet one National Objective:
 - Benefit to Low and Moderate-Income (LMI) Persons. Specify which subcategory you will meet
 - LMA (Low/mod area)
 - LMH (L/ow/mod housing)
 - LMC (Low/mod clientele)
 - LMJ (Low/mod jobs)
 - LMCMC (Low/mod owner microenterprise)
 - Meet an Urgent Community Development Need (URG)
- Each activity proposed must satisfy the requirements of the National Objective selected and evidence of compliance must be submitted with the application as an attachment. Note that New York State expects to primarily award projects that meet the LMI National Objective.
 - If satisfactory evidence of compliance with a National Objective is not provided, the proposed activity will be considered ineligible and will not be considered for funding. For more information, please see the appendix to the application

The Ulster County CARES Small Business Grant program will meet a CDBG National Objective by targeting LMI jobs and LMI Microenterprise businesses. The program will award funds to microenterprise businesses with 5 employees or less, one of whom is the owner, that are either owned by Ulster County residents who are of limited income or that create or retain jobs that are predominantly (at least 51%) held by or made available to LMI persons. Businesses with 6-25 employees must create or retain jobs that are predominantly (at least 51%) held by or made available to LMI persons.

Ulster County falls within the Kingston, NY MSA area and a single individual making \$49,200 per year or less is considered low income. A family of two reporting \$56,200 or less qualifies; \$63,250 for a household of three; \$70,250 for a household of four; \$75,900 for a household of five; \$81,500 for a household of six; \$87,150 for a household of seven; \$92,750 for a household of eight.

In order for a business with five or less employees to qualify, proof of the business owner's income will be required. For businesses with more than five employees who are qualifying based on creating or retaining 51% or more employees of limited incomes, the business must provide a self-certification of their employees' incomes. A business may also qualify by providing data that shows the salaries paid by the business are at or below the above referenced thresholds.

While 40 % of Ulster County residents are Low-to-Moderate income, it is important to note that certain communities within Ulster County contain a much greater proportion of residents with LMI status. The Ulster County CARES Small Business Grant program will be especially beneficial in supporting business owners in communities like East Kingston, which contains 60 percent LMI residents, Phoenicia, which has 58.14 LMI residents, and Lake Katrine, which has 55.27 LMI residents. These Ulster County areas contain many food service businesses, as well as other small business that support the local tourism industry, which offers entry-level job opportunities that require little or no training, making them a good opportunity for LMI individuals. These area businesses have also faced increasing competition from the recent in-migration of non-LMI businesses from the NYC metropolitan area. By supporting, expanding, and creating LMI businesses in these areas, local LMI residents will have increased opportunities for financial success.

4. Impact

- Describe the specific measurable impacts to be realized through this project, i.e. numbers of jobs, housing units, people assisted.
- Provide a financial analysis of project feasibility with and without CDBG-CV funds.
- Describe the impact if CDBG-CV funds were not awarded, i.e. effect on community, business, quality of life, etc.

Depending on the size of the businesses and the number of grants awarded, at least 23 jobs will be created or retained by the proposed Ulster County CARES Grant program. This project could not occur without the award of CDBG-CV funds, as no other currently available funding programs offer the support and flexibility provided by the CDBG-CV funds. If Ulster County is not awarded these funds, there will be an adverse impact on the LMI business community in Ulster County, as many LMI businesses have already shuttered their businesses in the wake of the pandemic, due either to lack of eligibility for financial relief programs, or due to the changed marketplace in Ulster County that was created by the pandemic in-migration from the NYC metro area.

Tab to next page to Continue Impact information

5. Capacity

- Provide a project timeline and describe how the proposed project will be completed within 12 months of award.
 - Describe the administrative structure, e.g. consultant, subrecipients, that will be used to deliver the expected outcomes, including all roles and responsibilities.
 - Briefly describe relevant experience that supports preparedness to deliver the proposed project.
- If applicable - Describe the procurement process that will be used to acquire professional services to complete the project.
- Describe formal partnerships and collaborative efforts in place that will support successful delivery of the proposed project. For example, efforts to avoid duplication of services, leverage other available resources, reach underserved areas and ensure broad geographic distribution of services.
- **If Entitlement community** – Describe how the community is deploying CARES funding that has been directly received. Explain how the proposed project (using NYS CDBG-CV) complements on-going efforts to administer other CARES funding.

Ulster County is the applicant for NYS CDBG-CV funding. If awarded, it will utilize its relationship with Ulster County Economic Development Alliance (UCEDA) as a subrecipient of these funds. UCEDA is a county-controlled local development corporation that has a long track record of successful implementation of local economic development programs. Notably, over the past four years, UCEDA has administered a program known as the Ellenville Million, which provided \$1M in county funding to spur economic development in the Town of Wawarsing and Village of Ellenville. The staff's experience in administering this program provided valuable insights that will assist with the implementation of CDBG funding including program marketing to local businesses, development of project selection criteria, facilitation of local advisory/project selection committees, project documentation, procurement and bidding, construction monitoring, financial management, and overall program compliance.

Tim Weidemann, President/CEO of UCEDA, will oversee the administration of the CARES Act funds and will coordinate with the business mentorship program with the team at the Mid-Hudson Valley Small Business Development Center. Tim brings over 20 years of experience in economic development to the administrative team, which has included grant management, stakeholder engagement, and administration of the County's Revolving Loan Fund and a prior USDA Intermediary Relending Program grant.

Kate Heidecker, Deputy Director of Economic Development, will oversee grant outreach and communication and will coordinate an informational campaign to solicit funding applications. Kate brings 15 years of experience in community engagement and outreach to the team, including public information campaigns for schools and municipal projects. Barbara Loughran, Business Services Administrator, will interact directly with the businesses to maintain ongoing communication and facilitate participation in the program.

UCEDA operates in close coordination with Ulster County government, which allows the staff access to an additional pool of professionals from the following County departments: Department of Planning, Finance Department, County Attorney's Office. UCEDA's Administrative Plan formalize the selection process to prioritize LMI businesses and retain all communication and justification as to the selection of projects; enter into contracts with business owners and provide ongoing financial oversight.

* Tab to next page to continue Capacity information*

6. Budget Narrative

- Explain how the attached budget is sufficient to complete the project.
- Explain how costs were determined and describe the method used to determine the best approach and cost-effective method to address the need.
- List the sources and dates of third-party cost estimates.
- Describe any administrative, program delivery, or other soft costs and how the budget for those costs was developed.
- Describe status of other funds, e.g., formally committed, pending approval. If the funds are not formally committed provide timelines for securing commitments.

The total budget is \$1,000,000. Of this amount, 5 percent, or \$50,000, is set aside for grant administration, which is a reasonable estimate for the cost of administering this grant over a one-year period. This estimate was created based on assessing the administrative fees for grants similar in size and scope awarded to Ulster County during previous budget years. In addition, there is \$100,000 set aside for program delivery, which will be used for marketing grant activities; services verifying client eligibility, applicant in-take and processing; and providing education and counseling to grant beneficiaries. Again, this cost was based on assessing previous grant program delivery costs in Ulster County. The grant will be awarded to LMI qualifying businesses, allotting approximately \$4,300 in program delivery costs per business.

The calculation for the grant award was based on LMI income data for Ulster County. For the Kingston MSA area, the low-income threshold is set at \$46,900 per year. A grant award of \$35,000 would make up approximately 75% of the salary for an LMI individual. In preparing this grant application, we analyzed past applications to the Ulster County Revolving Loan Fund. Many applications turned down for approval were applicants seeking funding in the \$30,000 to \$50,000 range who did not have a well established business or credit history that would make them a strong candidate for a County loan. While many of the rejected applicants demonstrated a strong business model and clear understanding of the Ulster County marketplace, being fiscally cautious, the County was unable to offer them a loan. Setting the loan amount at \$35,000 per business is a cost effective solution as it will enable the maximum number of businesses to benefit while still providing them with a significant infusion of capital that can make a real difference in day-to-day operations.

Tab to next page to continue Budget Narrative

C. ACTIVITY DETAIL SHEETS

Complete only those sections that apply

1. Community/Public Facilities	
<i>How many people will benefit from this activity?</i>	
Source of Data:	Choose One If "Other", provide details below:
Median Income	# of People
At or Below 80%	
81% and Above	
No Income – Vacant/Seasonal Units	
Totals	0

*Census- if using census data, service area of facility must perfectly match block group or census tract data

2. Affordable Housing		
<i>How Many Housing Units will be Assisted?</i>		
Owner Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals	0	0
Rental Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals	0	0
No Income – Vacant Unit		
Number of 4+ Unit Buildings to Be Assisted		
Address for Each 4+ Units Building to be Assisted		

3. Public Services (Vaccine Outreach, Mental Health Services, Broadband)		
<i>How Many Persons Will be Assisted?</i>		
Median Income	# of Units	# of People
At or Below 80%		

4. Business Assistance	
Proposed Cost per job	
Describe procedure for determining COVID-19 impact on businesses and how economic hardship will be determined and documented. Explain how award amounts and cost per job will be determined for businesses selected for participation.	
For established businesses, gross from first quarter 2020 and 2021 will be required as well as copies of federal tax returns to determine LMI status. For start up businesses, only tax returns will be required to document LMI status. Award amounts will be based on the reasonableness of each business request and the feasibility of the success of the proposed business plan.	
Proposed Accomplishments	Proposed Number:
<i>How Many Jobs will be created/retained? 23</i>	
Created	
New full-time jobs to be created	23
New full-time LMI* jobs to be created	23
New part-time jobs to be created	
New part-time LMI jobs to be created	
Average # of hours worked per week per part-time job created	
Retained **	
Full-time jobs to be retained	
Full-time LMI jobs to be retained	
Part-time jobs to be retained	
Part-time LMI jobs to be retained	
Average # of hours worked per week per part-time job retained	
Microenterprise (5 or fewer employees)	
Proposed Accomplishments	Proposed Number:
Total number of Microenterprises	12 - at least 12 businesses will be micro-enterprises owned by L
Of the total, enter the # of businesses entrepreneurs who qualify as Low/Moderate Income	23

* LOW/MODERATE INCOME (LMI) – LMI jobs are those jobs that are held by or made available to low/moderate income people. Jobs are considered “made available to” if the job does not require any special certifications or training, education beyond high-school or equivalent, and beyond 1 year of experience.

**Provide evidence which clearly demonstrates that jobs will be lost if not for NYS CDBG assistance. For guidance, refer to the Request for Applications (RFA).

Will any jobs created in New York State be transferred or relocated from other business locations?
 Yes No

D. BUDGET TABLE - FUNDING SOURCES							
APPLICANT NAME: Ulster County							
NAME OF FUNDING SOURCE	FUNDING						
	AMOUNT	SOURCE	TYPE	INTEREST RATE	TERM	STATUS	DATE AVAILABLE OR DECISION DATE
1 NYS CDBG CARES Funds	\$ 1,000,000.00	Choose	Choose			Choose	
2		Choose	Choose			Choose	
3		Choose	Choose			Choose	
4		Choose	Choose			Choose	
5		Choose	Choose			Choose	
6		Choose	Choose			Choose	

E. BUDGET TABLE – USE OF FUNDS									
APPLICANT NAME: Ulster County									
LIST OF ACTIVITIES (List all proposed activities and list, as a separate activity, the Program Delivery associated with each proposed activity.)									
		CDBG \$ Requested	OTHER FUNDING SOURCES (From Budget Table D)				TOTAL FUNDING		
			Source #__	Source #__	Source #X	Source #X	OTHER SOURCES	ALL SOURCES	
1	Ulster County CARES Grant Program	\$ 850,000.00					\$ 0.00	\$ 850,000.00	
1A	Program Delivery	\$ 100,000.00					\$ 0.00	\$ 100,000.00	
2							\$ 0.00	\$ 0.00	
2A	Program Delivery						\$ 0.00	\$ 0.00	
3							\$ 0.00	\$ 0.00	
3A	Program Delivery						\$ 0.00	\$ 0.00	
4							\$ 0.00	\$ 0.00	
4A	Program Delivery						\$ 0.00	\$ 0.00	
5							\$ 0.00	\$ 0.00	
5A	Program Delivery						\$ 0.00	\$ 0.00	
6	Total Amount for Engineering						\$ 0.00	\$ 0.00	
7	Grant Administration	\$ 50,000.00					\$ 0.00	\$ 50,000.00	
8	Total Amount for Program Delivery (Total of 1A -5A)	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000.00	
9	Total Amount of Funding	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00	1,000,000.00	
10	Calculate and enter % of Total Project Cost	% 100.00	% \$ 0.00	% 0.00	% 0.00	% 0.00	% 0.00	100%	

F. CERTIFICATIONS

CERTIFICATION REQUIRED BY TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:

- a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- b. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
- c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
- d. The grant will be conducted and administered in compliance with:
 - Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and
 - The Fair Housing Act (Public Law 90-284, 42 USC 3601-20);
- e. It will affirmatively further fair housing;
- f. It has developed its application so as to give maximum feasible priority to activities that will benefit LMI families or aid in the prevention or elimination of slums or blight. The application may also include activities which the applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The grant shall principally benefit persons of LMI in a manner that ensures that not less than 70% of such funds are used for activities that benefit such persons;
- g. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of LMI, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;

- i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
- j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
- k. It has adopted and is enforcing:
 - 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
- l. To the best of its knowledge and belief:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 3) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- m. It will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an ongoing drug-free awareness program to inform employees about:

- i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the OCR in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- 8) The Applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

- 9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.

- 10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
 - 11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall inform OCR of the change(s), if it previously identified the workplaces.
 - 12) This certification is a material representation of fact upon which reliance is placed when OCR awards the grant. If it is later determined that the Applicant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, OCR may take action authorized under said Act.
- n. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 135. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons;
 - o. It will comply with the other provisions of the Act and with other applicable laws;
 - p. It is in compliance with a HUD-approved Consolidated Plan;
 - q. It is in compliance with grant spending threshold requirements as outlined in the Application;
and
 - r. It will comply with all applicable federal/State/local affirmative action requirements.
 - s. To the best of its knowledge and belief all data provided in this application is true and correct.

Signature of Authorized Official

Date

Name: X

Title X

III. APPLICATION INSTRUCTIONS

Project Contact Info

Fill out Sections 1-7 completely and accurately. If your organization does not have a DUNS number, One can be requested here: <https://www.dnb.com/duns-number.html>.

- Citizen Participation Materials – Applicants are required to meet the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan, as amended, by providing for a minimum of **one public hearing** (one in each jurisdiction of a joint application) prior to the submission of the application and one public hearing, if awarded, to be held during the administration of the grant. Public hearings should be held at a time and place convenient to the general public, with accommodations for persons with disabilities and limited English proficiency (LEP). For hearings where a significant number of non-English speaking persons can reasonably be expected to participate, the notice must also be in the appropriate language(s) and provision must be made for interpreters at the public hearing. The public hearings should provide citizens with reasonable advance notice of, and an opportunity to comment on, proposed activities in the application. Please note the following requirements:
 - (1) The municipality must provide a minimum seven (7) day period between the publication of the hearing notice and the hearing itself. Note that the date of publication is day "zero."
 - (2) The hearing notice must be conspicuously posted in one or more public locations at least seventy-two (72) hours prior to the actual hearing. This may also be accomplished by posting to the municipal website
 - (3) The hearing must be conducted by a quorum of the legislative body of the municipality only, not by a sub recipient, department or arm of the applicant
 - (4) Public hearings must be held in a location accessible to persons with disabilities and/or provide reasonable accommodations to allow all interested parties to participate
 - (5) The hearing notice, affidavit of publication, hearing minutes, and evidence of conspicuous public posting must be included as an attachment to the application
 - (6) A copy of the application must be available for public inspection at the municipal office(s). Templates for both public hearings can and instructions be found in Chapter 8 of the NYS CDBG Grant Administration Manual (GAM).
- Budget
 - (1) Budget Form - The enclosed budget form must be filled out completely for each activity proposed. Note that CDBG-CV will allow up to 18% of the total award for soft costs (administration, program delivery, engineering, other) with a maximum of 5% toward administration. For a description of administrative and program delivery activities, please see Chapter 3, Financial Management, of the NYS CDBG Grant Administration

Manual: <https://hcr.ny.gov/system/files/documents/2019/03/cdbg-grant-administration-manual-chapter-3-financial-management.pdf>. Note also that all sources must be listed on the budget form and be documented as necessary as an attachment to the application.

- (2) Duplication of Benefits (DOB) Worksheet – All applicants must complete the DOB worksheet and attach to the application. In some respects, this sheet allows for a restatement of the budget, but more concisely demonstrates that no duplication of benefits is occurring.
 - (1) Enter total need in Line 1
- This is total project cost including all sources
 - (2) Enter all sources under Line 2
 - (3) In Line 3, identify any of the sources listed above that cannot actually be allocated toward the need identified in Line 1
 - (4) Enter maximum grant award for the activities proposed in Line 4
 - (5) The sheet will automatically provide an estimated award amount in Line 5
- (3) Cost Estimates – While not required, certain projects may involve the purchase of equipment or other services. Where relevant, please attached cost estimates related to your project

- Civil Rights

- (1) Section 3 Plan – If the requested amount of CDBG-CV funds is over \$200,000, applicants will be required to certify and submit a Section 3 plan; a template for units of local government and for non-profit entities can be found here: <https://hcr.ny.gov/section-3-compliance#section-3-compliance>. Section 3 refers to federal regulations requiring federal investment to be directed, to the greatest extent feasible, to low or very low-income populations to provide job training, employment, and contract opportunities.
- (2) Affirmatively Furthering Fair Housing – Applicants must provide a written statement indicating whether, within the past ten (10) years, it has been the subject of any housing discrimination proceeding before a federal, state and/or local adjudicatory body. Note that recipients of CDBG-CV funds will have on-going responsibilities to comply with and report on efforts to Affirmatively Further Fair Housing. For more information, please see the Appendix.

- Other

- (1) Support Letters – As applicable, provide support letters, statements of need, or other documentation to demonstrate local, regional, or state support for the proposed project.
- (2) Applicant Disclosure Form – Fill out and attach the form found here: <https://portal.hud.gov/hudportal/documents/huddoc?id=2880.pdf>. Instructions to complete the form are self-contained.
- (3) Certifications – Read and sign the certifications provided in the body of the application. Please be sure to fill in address/place of performance. The form must be signed by the Chief Elected Official of the applicant.
- (4) National Objective – All activities proposed as part of the project must meet a National Objective. In addition to the written narrative requested in the Project Proposal, documentation in support of National Objective compliance must be provided either

with the application or determined during program implementation. Certain public/community facilities may be able to demonstrate National Objective as application if the service area is known and the beneficiaries determined to be at least 51% low/moderate income. For most other activities (Housing, Economic Development), the Activity Detail sheets require applicants to project accomplishments over the course of the project; in those cases, National Objective compliance will be assured during implementation. Please see the Appendix for further information about satisfying National Objective

Project Proposal

Please answer all questions thoroughly and succinctly. Avoid extensive historical descriptions of the project area or information unrelated to the project. It is particularly important that each project concretely show the way in which it will prevent, prepare for, and/or respond to Coronavirus. The description of impact (number of units, people, etc. assisted) and budget must match the information provided on the Activity Detail sheets and Budget form.

Activity Detail Sheets

Complete only those sections/sheets that apply to the activities you are proposing to undertake.

Other Funding Sources

Complete this table for all funding sources included as part of this project. The information provided must match and expand on the sources identified in the Duplication of Benefits worksheet

Certifications

Read and complete the applicant certifications included with the application.

IV. APPENDIX

A. FIRST PUBLIC HEARING NOTICE TEMPLATE

LEGAL NOTICE

Notice of Public Hearing

Name of Community

Name of Community will hold a public hearing on Date and Time of Public Hearing (Hearing should be held at a time accessible and convenient to residents) at Location of Hearing (Hearing should be held in a publicly accessible location) for the purpose of hearing public comments on the Name of Community's community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the Current Year program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately Provide program year funding amount listed in current NOFA for the Current Program Year program year for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

The location of hearing is/is not accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact list contact name at list contact information, at least one week in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to list contact name and contact information until last date to receive comments.

B. FAIR HOUSING STATEMENT TEMPLATE

Fair Housing Statement

Name of Community/Organization

The Name of Community/organization has/has not been subject to a housing discrimination proceeding before a federal, state, and/or local adjudicatory body.

(If applicant has not been subject to a housing discrimination proceeding, the applicant may stop here)

The following is a brief description of the complaint and procedural history (provide brief description)

The final disposition of the housing discrimination proceeding was (provide description of results of proceeding or current status)

Schedule A-6

Lead Based Paint Plan

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022

Project No. 1160CVSB7-21

Lead Based Paint Plan

Ulster County will ensure that Ulster County Economic Development Alliance, its sub-recipient, is responsible to ensure all NYS CDBG funded business assistance through this program will adhere to the Residential Lead-Based Paint Hazard Reduction Act of 1992 and be in compliance with HUD regulations which can be found at 24 CFR Part 35 and EPS Renovator, Repair and Painting Rules at 40 CFR Part 745.

The procedures for notification, assessment, interim control and clearance testing of lead-based paint hazards are as follows:

Notification: All assisted households will be made aware of the dangers of lead-based paint and shall be provided by Ulster County Economic Development Alliance with the HUD brochures “Renovate Right; Important Lead Hazard Information for Families, Child Care Providers and Schools” and “Protect Your Family From Lead in Your Home”. The Pre-Renovation Form will be signed by the head of household and maintained in the project file as receipt of these materials.

Assessment: For each property constructed prior to 1978 and proposed for rehabilitation, a lead risk assessment will be performed on the home by a certified third-party lead risk assessor before any work begins. Any construction or hazards that involve lead based paint will be added to the work-scope and performed by an EPA Firm Certified Renovation Repair and Painting Contractor. The lead contractor will provide interim controls during construction to contain the spread of lead containing dust, they will clean all surfaces according to EPA cleaning procedures and they must pass a lead clearance test upon completion from a certified third-party lead clearance agency. The requirements for HUD-funded rehabilitation as summarized in Subpart J will be used as the guidelines for work to be completed.

Ulster County Economic Development Alliance, on behalf of Ulster County will not make the presumption of lead in any NYS CDBG-funded housing rehab activity.

Clearance testing: EPA Certified clearance testers shall be used to perform final clearance testing, as required. In the event of a failed test, contractors will be responsible to correct any work and pay for additional testing as needed.

Schedule B

Fees, Expenses, and Instructions for Billing

CDBG

Ulster County Cares Small Business Assistance Program 2021-2022 Project No. 1160CVSB7-21

SCHEDULE B

FEES, EXPENSES, AND INSTRUCTIONS FOR BILLING

1. The County shall reimburse the Firm, as sub-recipient to NYS HCR CDBG-CV bearing Grant No. **1160CVSB7-21**, for the purpose of program delivery, administration expenses and implementation services of the Program in an amount not to exceed **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for the Term of this Agreement
2. The Firm agrees that it shall serve as the sub-recipient in a manner consistent with the Code of Federal Regulations Title 24, Part 570.204(c) [24 CFR 570.204(c)] for the disbursement of funds to eligible applicants. The County shall release funds to the Firm upon completion of tasks, submission of documentation and certification by the Firm of the following:
 - A. The applicant meets all Program eligibility requirements as required by HUD, NYS HCR and the grant application; and
 - B. The compliance procedures as set forth within the County's adopted Environmental Review Record have been met; and
 - C. That all necessary procedures have been followed and the required financial and legal commitments are in place as outlined within this Agreement, together with all necessary documents including insurance as set out in "Schedule C" of this Agreement naming the County as an additional insured, and that copies of all project documents and appropriate billing of monies requested, are included with the Firm's payment requests submitted to the County in accordance with this "Schedule B" of this Agreement.
3. The Firm understands and agrees that Grant No. **1160CVSB7-21** estimates that financial assistance will be made available to assist a minimum of twenty-three (23) businesses with housing rehabilitation assistance.
4. To ensure that the objectives of Grant No. **1160CVSB7-21** are upheld, no direct grant assistance shall be in an amount more than **THIRTY-FIVE THOUSAND AND 00/100 (\$35,000.00) DOLLARS** for an individual business, unless prior written approval is obtained from the NYS HCR by the County's Economic Development Director and the Firm.

PAYMENT FOR PROGRAM DELIVERY AND ADMINISTRATION:

5. For and in consideration of the Services to be provided by the Firm hereunder, the County shall reimburse the Firm as directed and authorized by NYS HCR, for Program Delivery reimbursement costs associated with the fulfillment of the Firm's responsibilities, in an amount not-to-exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00) DOLLARS**.
6. The Firm and the County understand and agree that up to **FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS** of the total budget may be used for reimbursement of the Firm's Administrative costs in accordance with

Grant No. **1160CVSB7-21**

7. The Firm shall submit vouchers to the County’s Finance Department showing named individuals, title, hours worked and hourly rate.
8. The Firm further understands and agrees that it shall be responsible to ensure that Program Delivery and Administration expenses remain within the budget.
9. The Firm shall submit vouchers to the County’s Finance Department on a per project basis. A “project” shall be considered the Services provided to each individual applicant/client from start to finish.
10. Upon completion of a project, the Firm shall submit a payment request to the County’s Department of Finance for processing.
11. The Firm shall submit invoices to the County showing actual costs for Program Delivery. Program Delivery costs shall be supported by a breakdown of personnel by hourly rate and hours worked and other direct and indirect costs.
13. The Firm’s payment request must be reviewed by the County’s Department of Economic Development, the County’s Finance Department and authorized and approved by the NYS HCR prior to reimbursement.
14. The Firm agrees to submit supporting documentation to the County for all direct non-labor expenses, or any other supporting documentation which the County, at the direction of NYS HCR may request and/or require.
15. The County will notify the Firm in writing of any problems or additional information needed to verify and support the Firm’s claim for payment.
16. The Firm understands and agrees that reimbursement is subject to the approval and availability of funds by and from the NYS HCR as provided for in Grant No.: **1160CVSB7-21**. NYS HCR has the final say on the amount, when and how the funds are reimbursed to the Firm.

REIMBURSEMENT FOR DIRECT APPLICANT ASSISTANCE:

17. For and in consideration of the Services to be provided by the Firm hereunder, the County shall reimburse the Firm as directed and authorized by NYS HCR for implantation service (Direct Assistance) costs associated with the fulfillment of the Firm’s responsibilities, in an amount not-to-exceed **EIGHT-HUNDRED FIFTY THOUSAND AND 00/100 (\$850,000.00) DOLLARS** as indicated in the Program’s Budget attached as “Schedule B-1” of this Agreement.

18. The Firm shall submit payment requests to the County's Finance Department showing the Firm's actual costs and shall include documentation of expenses from all contractors and other costs involved in accordance with, (i) NYS HCR Grant Administration Manual, and (ii) HUD regulations.
19. The Firm understands that proof of payment of costs and expenses shall be required to receive reimbursement. All reimbursement requests or down payments must be reviewed by the County's Department of Economic Development, the County's Finance Department and authorized and approved by the NYS HCR.
20. The Firm understands and agrees that reimbursement is subject to the approval and availability of funds by and from the NYS HCR as provided for in Grant No. **1160CVSB7-21**. NYS HCR has the final say on the amount, when and how the funds are reimbursed to the Firm.

PROGRAM BUDGET:

21. In no circumstances will total reimbursement to the Firm exceed **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for the Term of this Agreement. The Firm understands and agrees that the amounts budgeted for the categories of Direct Business Assistance, Program Delivery and Administration are estimates supplied during the grant application process and are subject to budget modification by the NYS HCR. Modification of these budgeted amounts may occur between these named categories. The Parties understand and agree that any budget modification for CDBG, Grant No. 1160HO115-20 which is approved in writing by the NYS HCR, shall not require a formal amendment to this Agreement.
22. The Program's Budget is attached to this Agreement as "Schedule B-1."

Schedule B-1

Program Budget

Ulster County Cares Small Business Assistance Program 2021-2022 Project No. 1160CVSB7-21

Program Budget

E. BUDGET TABLE – USE OF FUNDS									
APPLICANT NAME: Ulster County									
LIST OF ACTIVITIES (List all proposed activities and list, as a separate activity, the Program Delivery associated with each proposed activity.)		CDBG \$ Requested	OTHER FUNDING SOURCES (From Budget Table D)				TOTAL FUNDING		
			Source # __	Source # __	Source # X	Source # X	OTHER SOURCES	ALL SOURCES	
1	Ulster County CARES Grant Program	\$ 850,000.00					\$ 0.00	\$ 850,000.00	
1A	Program Delivery	\$ 100,000.00					\$ 0.00	\$ 100,000.00	
2							\$ 0.00	\$ 0.00	
2A	Program Delivery						\$ 0.00	\$ 0.00	
3							\$ 0.00	\$ 0.00	
3A	Program Delivery						\$ 0.00	\$ 0.00	
4							\$ 0.00	\$ 0.00	
4A	Program Delivery						\$ 0.00	\$ 0.00	
5							\$ 0.00	\$ 0.00	
5A	Program Delivery						\$ 0.00	\$ 0.00	
6	Total Amount for Engineering						\$ 0.00	\$ 0.00	
7	Grant Administration	\$ 50,000.00					\$ 0.00	\$ 50,000.00	
8	Total Amount for Program Delivery (Total of 1A -5A)	\$ 100,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 100,000.00	
9	Total Amount of Funding	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00	1,000,000.00	
10	Calculate and enter % of Total Project Cost	% 100.00	% \$ 0.00	% 0.00	% 0.00	% 0.00	% 0.00	100%	

Schedule B-2

Sub-Recipient Personnel Reimbursement Rates

CDBG

Ulster County Homeownership 2021 Project No. 1160HO115-20

Schedule C

Standard Contract and Insurance Requirements

CDBG

Ulster County Homeownership 2021 **Project No. 1160HO115-20**

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.

