



**AMENDMENT NO. 2 TO CONTRACT NO. 2022-00000303  
AMERICAN RESCUE PLAN ACT (“ARPA”) OF 2021  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY  
FUND (THE “SLFRF”) SUBAWARD AGREEMENT  
ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

This Amendment No. 2 (“Amendment No. 2”) is effective as of July 18, 2023 (the “Amendment Effective Date”) and entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and a County of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**County**”) and **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a domestic not-for-profit corporation with principal offices at 244 Fair Street, Kingston, New York 12401 (the “**Subrecipient**”), (each, a “**Party**,” together, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties entered into an Agreement [County Contract No. 2022-00000303] wherein the Subrecipient agreed to administer a subaward of the SLFRF for the purpose of providing assistance to low-to-moderate income business owners, beginning March 1, 2022 and ending February 23, 2023; as amended by that certain Amendment No. 1 effective March 1, 2023 (as amended, the “**Agreement**”); and

**WHEREAS**, the Subrecipient requires additional time to complete the services; and

**WHEREAS**, the Parties have agreed to reduce the not-to-exceed amount by FOUR HUNDRED NINETEEN THOUSAND SEVENTY-NINE and 00/100 (\$419,079.00) DOLLARS; and

**WHEREAS**, the Parties have also agreed to amend the Agreement to extend the term as indicated below.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties agree as follows:

**AGREEMENT**

- 1.) **Article 2 - Term of Agreement.** The first paragraph of Article 2 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“The Term of this Agreement shall **begin March 1, 2022 and end September 1, 2024.**”*

- 2.) **Article 3 – Compensation.** The first sentence of Article 3 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“A not-to-exceed amount of **FIVE HUNDRED EIGHTY THOUSAND NINE HUNDRED TWENTY-ONE and 00/100 (\$580,921.00) DOLLARS** has been established for the Work to be undertaken by the Subrecipient.”*

- 3.) **Schedule B – Fees, Expenses and Submissions for Payment.** The first sentence of Paragraph 1 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“The County shall pay the Subrecipient with American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for the purpose of program delivery, administration expenses and implementation services of the Program in an amount not to exceed **FIVE HUNDRED EIGHTY THOUSAND NINE HUNDRED TWENTY-ONE and 00/100 (\$580,921.00) DOLLARS** for the Term of this Agreement.”*

- 4.) **Schedule B – Fees, Expenses and Submissions for Payment.** The first sentence of Paragraph 3 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“For and in consideration of the Services to be provided by the Subrecipient hereunder, the County shall reimburse the Subrecipient for program delivery costs associated with the fulfillment of the Subrecipient’s responsibilities, in an amount not to exceed **SEVENTEEN THOUSAND ONE HUNDRED EIGHTY-FOUR and 00/100 (\$17,184.00) DOLLARS.**”*

- 5.) Schedule B – Fees, Expenses and Submissions for Payment. The first sentence of Paragraph 14 of Schedule B of this Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“The County shall pay the Subrecipient for direct financial assistance costs associated with the fulfillment of the Subrecipient’s responsibilities, in an amount not to exceed **FIVE HUNDRED THIRTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-SEVEN and 00/100 (\$538,737.00) DOLLARS.**”*

- 6.) Schedule F – Subrecipient Information Gathering Sheet. The last sentence of Schedule F of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

*“This is separate from the amount charged for Program Delivery.”*

- 7.) Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- 8.) Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
- 9.) In the event of a conflict between the Agreement and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to enter into this Amendment No. 2, effective as of the Amendment Effective Date.

**ULSTER COUNTY DEPARTMENT OF FINANCE**  
(Approved as to content)

By: \_\_\_\_\_  
NAME: Roseann Daw  
TITLE: Commissioner  
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: \_\_\_\_\_