

SERVICE PROVIDER AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made by and between the WARREN COUNTY LOCAL DEVELOPMENT CORPORATION ("LDC"), a not-for-profit corporation of the State of New York, having a principal place of business located at the 1340 State Route 9, Lake George, New York 12845 and the ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK ("Provider"), 11 South Street – Suite 201, Glens Falls, New York 12801.

1. The LDC and the Provider agree that the Provider shall provide the LDC with professional services in connection with the LDC revolving loan fund and other services specified by Paragraph 5 below
2. In consideration of the services to be provided by the Provider, the LDC shall pay the Provider the total sum of Fifty Thousand Dollars (\$50,000.00). The LDC shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the LDC.
3. The Provider shall provide not less than two (2) of Provider's personnel to perform services described in paragraph 5 and who shall possess particular or expertise for which the LDC is contracting herein.
4. The LDC engages the Provider to provide grant and loan administrative services with respect to any current grants and loans awarded to the County. The LDC appoints the Provider as a sub-recipient of the LDC with respect to any grants and loans as contemplated within paragraph 5 below.
5. The Provider shall undertake the following activities:
 - a. Promote, operate, and expand the existing revolving loan fund, administer the existing loan portfolio, pursue repayment and collection of loans, adopt loan program policies and guidelines, rigorously review all loan applications, maximize use of loan funds to improve employment opportunities. Coordinate and integrate contributions from the Business Review Board.
 - b. Administer other economic development and loan and grant programs as the LDC and the Provider may agree upon. Align and coordinate LDC programs with overall Economic Development activity in Warren County and region.
 - c. The Provider will provide regularly (at least quarterly) reports to the Warren County LDC Board Members.
 - d. The Provider shall comply with all applicable federal, state, and local laws. The Provider is a local authority and as such has Public Authorities Law and Public Authorities Accountability Act compliance requirements.
6. For the services provided as described in paragraph 5 above, the LDC shall pay to the Provider the sum Fifty Thousand Dollars (\$50,000) for the calendar year 2023.
7. The term of this Agreement shall commence January 1, 2023, and end December 31, 2023.
8. Either Party may terminate this Agreement with sixty (60) day advance written notice to the other Party.
9. The Provider on behalf of the LDC shall meet at least once per year with the County's Board of Supervisors standing committee for Economic Growth and Development.

10. All materials and property prepared for and on behalf of the LDC, together with all information memoranda, or other written material regarding the LDC's grants or loans, shall be deemed to be owned by the LDC and may be used by the LDC for any auditing or compliance reviews.
11. All financial and statistical records concerning or related to the purpose of this Agreement shall be maintained by the Provider for a minimum of six (6) years and shall be subject to inspection at reasonable times and notice by the LDC and its authorized officers, employees, and designees. The LDC's authorized officers, employees, and designees shall be permitted to conduct any audits or other reviews deemed appropriate of said records. The Provider shall cooperate and provide all documents, records, receipts, account balance statements, vendor invoices, cash receipts journals, checks or copies of checks, deposit slips, purchase journals, State and Federal tax returns, and other information requested during such audits or reviews so that the LDC may perform a full and complete audit, or any accountants or auditors retained by the LDC shall be considered as authorized officers or designees of the LDC for purposes of audits and reviews.
12. Any type of discrimination and harassment is against LDC policy and is unlawful. The Provider acknowledges and agrees that it has read the entire LDC Policy Against Discrimination and Harassment, a copy of which can be found online at www.warrencountyny.gov under policies/union contracts/forms the link labeled Warren County Policy against Discrimination and Harassment. The LDC Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the LDC. This Agreement incorporates the entire policy as a material term of this Agreement. The Provider shall follow the policy in its entirety. If a complaint does arise, the Provider is to notify the LDC promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the LDC, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the LDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from a LDC breach of this policy.
13. This Agreement shall not be assigned, sold or transferred by the Provider to any other agency, party, or corporation without the prior written consent of the LDC.
14. The Provider agrees that it is an independent contractor and that the Provider and its employees and agents shall not hold themselves out as or claim to be officers or employees of LDC and they shall not make any claim for any rights or privileges applicable to an officer or employee of LDC.
15. This Agreement shall be deemed executory only to the extent of the moneys available to the LDC and the appropriations made by the LDC in the 2023 budget for this allocation and no liability on account thereof shall be incurred to the LDC beyond money so available for the purpose thereof.
16. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.
17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one

and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

18. This Agreement is the final agreement and understanding of the Parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

Warren County Local Development Corporation

Kara Lais
LDC Attorney

Peter McDevitt Chairman
Warren County Local Development Corporation

Date: _____

Date: _____

Economic Development Corporation, Warren
County, New York

Jim Siplon

Print Name: _____

Title: _____

Date: _____

**AGREEMENT
2023**

Warren County and Economic Development Corporation, Warren County

This Agreement (the "Agreement") made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George New York 12845 (the "County") and

ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, a not-for-profit corporation organized and existing under the Laws of the State of New York, having its principal offices and place of business at 11 South Street, Suite 201, Glens Falls, New York 12801 (the "Corporation"). The County and the Corporation are also referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Corporation is organized for the purpose of developing and promoting industry and economic development in the Warren County region, and

WHEREAS, the County has previously entered into agreements with the Corporation for the purpose of cooperating with the Corporation's mission to promote and publicize the advantages of Warren County to promote economic development in the Warren County region, and

WHEREAS, the County desires to enter into contract with the Corporation as herein set forth and subject to certain conditions set forth herein, and

WHEREAS, Section 224 of the County Law authorizes a County to promote and publicize the economic advantages of the County and the region, and enter into contracts to accomplish such purposes, and the Board of Supervisors of the County, by Resolution No. 786 of 2023, authorized this Agreement and the Corporation's program for economic promotion and development in the Warren County region,

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed by and between the Parties hereto as follows:

1. The Corporation agrees to promote, publicize and facilitate economic development throughout the Warren County region for the benefit of the County; as set forth in the Scope of Services in Exhibit "A" (attached).

2. For the services provided as detailed in the Scope of Services in Exhibit "A" by the Corporation, the County agrees to pay the Corporation a sum of Three Hundred Fifty Thousand Dollars (\$350,000) during the calendar year 2023, as follows:

- a. The County shall pay the Corporation twelve (12) equal monthly installments of Twenty-Nine Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$29,166.66).

- b. The Parties agree that should costs incurred by the Corporation exceed the amount payable by the County herein for the services detailed in the Scope of Services in Exhibit "A," the County shall not be liable for such excess amounts.

3. The following documents are now in existence and shall be deemed a part of this Agreement and are incorporated by reference as though fully set forth in their entirety: this Agreement; Exhibit "A;" and Warren County Resolution No. 786 of 2022. These documents are attached to this Agreement. In the event that conflicts are found to exist among the documents, this Agreement shall govern.

4. This Agreement shall be for a period commencing January 1, 2023 and terminating December 31, 2023.

5. The Corporation will also provide a brief written annual report of the activities of your organization in the current year, which shall be submitted to the Clerk of the Board of Supervisors no later than March 31st of the subsequent year.

6. This Agreement may be terminated by the County, under the following conditions:

- a. If the Economic Growth & Development Committee of the Warren County Board of Supervisors determines that the Corporation is not implementing the services outlined in Exhibit "A;" the Committee may direct that the Corporation improve its performance within sixty (60) days. If said obligations are not met within sixty (60) days, then the Committee may, by motion adopted by majority vote, submit a resolution to the full Board of Supervisors requesting termination of the contract. Upon termination, no further payments will be required to be paid to the Corporation by the County.
- b. If the Economic Growth & Development Committee of the Warren County Board of Supervisors determines that the activities as outlined in the Scope of Services detailed in Exhibit "A" are ineffective, the Committee may, by motion adopted by a majority vote, submit a resolution to the full Board of Supervisors approving termination of the Agreement upon sixty (60) days notice to the Corporation. Upon termination, no further payments will be required to be made to the Corporation by the County.

7. All property and materials prepared for an on behalf of the County, together with all information, memorandum and other written material regarding the County's marketing shall be deemed to be the property of the County and may be used by the County in any of its advertising programs without the consent of the Corporation and without the payment of any additional fees to the Corporation.

However, at termination of this Agreement, unused advertising plans and ideas prepared by the Corporation or any advertisements not paid for by the County and not published or broadcast, shall remain the property of the Corporation.

8. All financial and statistical records concerning or related to this Agreement shall be subject to reasonable inspection upon reasonable notice by the County, and its authorized officers, employees and/or designees. Authorized officers or designees of the County shall be the Chairman of the Board of Supervisors, the County Administrator, the County Attorney, or any accountants or auditors retained by the County. The authorized officers or designees of the County shall be allowed to conduct audits or other reviews deemed appropriate of said records. The Corporation agrees to cooperate and to provide, to the best of its ability, all documents requested during such audits so that the County may perform a full and complete audit in accordance with generally accepted accounting standards. All documents produced by the Corporation pursuant to this Agreement shall be maintained by the Corporation for a period of not less than six (6) years.

9. This Agreement shall not be assigned, sold, or transferred by the Corporation to any other agency, Party or corporation without the prior written consent for such assignment by the County.

10. This Agreement shall be void and of no effect unless the Corporation shall secure compensation insurance for the benefit of such employees engaged under this Agreement as they are by law required to be insured by provisions of Chapter 41 of the Laws of 1914, and acts amendatory thereto known as the Workers' Compensation Law, throughout the life of this Agreement.

11. The Corporation shall carry General Liability coverage in the amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. The Corporation shall name the County, its Board, officers and employee as an additional insured on a primary, non-contributory basis to the Corporation's General Liability policy. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

12. The Corporation shall furnish to the County Certificate(s) of Insurance evidencing coverage and extensions stipulated in paragraph number 11 before service from the Corporation begins. The failure of the Corporation to provide such Certificate of Insurance shall not be deemed a waiver by the County of the Corporation's obligation to provide same insurance coverage. In the event of any defect in any Certificate of Insurance (regardless of when such defect may be discovered) the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that the Corporation provide insurance coverage as noted anywhere in this Agreement.

13. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Corporation acknowledges that it has read the entire Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire policy as a material term of this Agreement. The Corporation shall follow the policy in its entirety. If a complaint does arise, the Corporation is to notify Warren County promptly. To the fullest extent permitted by law, The Corporation shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defense, resulting from the Corporation and/or agent's breach

of this policy. To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Corporation its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from a County breach of this Policy.

14. The Corporation, in accordance with its status of independent contractor, covenants and agrees that it will conduct itself consistent with such status, that the Corporation and its employees or agents will neither hold themselves out as nor claim to be officers or employees of the County of Warren by reason thereof, and that it will not by reason hereof make any claim, demand or make application to or for any rights or privileges applicable to an officer or employee of the County of Warren, including but not limited to, workers' compensation coverage, unemployment benefits, social security coverage or employee retirement membership or credit.

15. Each Party shall indemnify, defend, and hold the other Party harmless from all liabilities, costs and expenses (including reasonable attorneys fees) that such Party may suffer, sustain, or become subject to as a result of indemnifying Party's negligent, gross negligence, or willful misconduct in performance of its obligations under this Agreement.

16. The Parties agree that this Agreement shall be deemed executory only to the extent of the monies available to the County, and the appropriations made by the Board of Supervisors in its 2023 budget for this particular Agreement and the services hereunder and no liability on account thereof shall be incurred to the County beyond money so available for the purpose thereof.

17. The Parties agree that for purposes of legal actions and/or proceedings, New York State Law shall be the governing law.

18. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained a part thereof.

19. This Agreement shall remain in force and in effect unless amended by mutual consent of the Parties or until terminated by either Party with or without cause. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

20. During the term of this Agreement, the County may contract with other entities to perform the same or similar services as are the subject matter of this Agreement.

21. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

22. This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all prior Agreements and understandings, if any.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:


Assistant Warren County Attorney

Date Jan 17, 2023

COUNTY OF WARREN

By: 
KEVIN B. GERAGHTY, CHAIRMAN
Board of Supervisors

Date 1/17/23

ECONOMIC DEVELOPMENT CORPORATION,
WARREN COUNTY

By: _____

Title _____

Date _____

EXHIBIT “A”

Economic Development Corporation Warren County 2023 Scope

Organization

- EDC Warren County (hereby referred to as EDC) acts as the primary entity responsible for economic development for the County. The organization utilizes a team of economic development professionals in a variety of roles and manages a number of key area forums and processes designed to attract, maintain, and grow the county's long term, sustainable economy.

Programmatic

Organizational Goal and Investment Areas

- **CHANGING HOW WE WORK** - Given the ongoing and dynamic needs of the community brought on by the pandemic, EDC has expanded its organizational goals and resources beyond the traditional support of attracting, retaining, and growing the areas business base. The new areas of resource allocation include (but are not limited to) pandemic response and support, broadband expansion both in county and regional, professional relocation, workforce development and housing.
- **ONGOING BUSINESS SUPPORT** - Traditional business inquiries, and project support continue with a focus on collaboration with other area resources such as the Warren Washington County IDA, The Lake Champlain Lake George Regional Planning Board, multiple area Chamber of Commerce's neighboring economic development entities and a variety of local, state and national organizations.
- **ONGOING COMMUNITY SUPPORT** - A key aspect of the EDC is representing the long term, sustainable economy in a variety of area efforts including transportation, housing, relocation, infrastructure development and communications. This occurs in both forums managed by the EDC and by others. We also engage with county municipalities to help them in their planning and development efforts as needed.
- **FORUMS** - During 2022, the EDC took over the various related recovery forums ignited by the pandemic including weekly zoom/meetings around pandemic related resources, hospitality, and tourism direct support. These forums are now facilitated by EDC resources and modified as needed to meet the changing needs of the community and topic.
- **BROADBAND** - The ongoing need for broadband expansion led to the EDC becoming a focal point for broadband support both in Warren County and regionally. The EDC manages the full assessment of broadband in Warren County and leads the North County Broadband Alliance, a regional group that worked on broadband across Northern New York with a consortium of municipalities, carriers, and community organizations. The EDC continues to host the weekly forums around broadband on behalf of the alliance, participates in various regional forums on the topic and helps organize legislative aimed at expanding broadband in New York.
- **PROFESSIONAL RELOCATION** - Helping the community and area businesses manage the transition to an increasingly remote and independent workforce is a new

major area of study and activity for the EDC. Much of this effort is focused on expanding our data around workforce mobility and acting as a communications entry point for those looking to move their professional lives to the area.

- **WORKFORCE DEVELOPMENT** - The EDC has always been a member of the area's Workforce Development Board and continues robust engagement in 2023. Many efforts of collaboration with the employment and workforce resources of Warren County and the region are being undertaken to better understand and respond to the prominent need for workforce to meet the needs of our existing economy as well as position it for growth. Some of these efforts include study and communication of developing trends and information to the community along with deep engagement with local businesses to understand their needs and help respond to this critical issue.
- **HOUSING** - One of the critical needs of our community, and most, is the need to address the long-term underinvestment in housing and its impact on our economy. EDC established and lead a weekly working group on the topic, helped the county finalize a number of grants and financing for a robust study of area housing needs and capacity to be conducted in 2023 and hosted multiple public events to help educate the public on the problem. Partnership with a variety of area players continues as this will be an ongoing need for years.
- **INFRASTRUCTURE** - EDC helps municipalities and the county assess the economic value of potential infrastructure investments on the long-term viability and sustainability of the area economy and future.
- **FOCAL POINT** - EDC acts as the conduit for a number of federal, state, and organizational programs and resources including Empire State Development. EDC also acts as a contact point for local, state, and national political figures in their engagement around topics of economic development investment. EDC also meets regularly with the Warren County Board of Supervisors, primarily through the Economic Growth and Development Committee, to provide updates and share information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/22/22

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CS&S/AJ GALLAGHER RISK MGTSRV INC PO BOX 958489 Lake Mary, FL 32746-8989 1-877-724-2669	CONTACT NAME: PHONE (A/C, No, Ext): EMAIL: ADDRESS:	FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED WARREN COUNTY ECONOMIC DEVELOPMENT CORP 333 GLEN ST, SUITE 101 GLENS FALLS, NY 12801															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2084332249	06/01/22	06/01/23	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2084332249	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	OTHER						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

CERTIFICATE HOLDER Warren County Local Development Corporation 1340 State Route 9 Lake George, NY 12845	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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000005 - 0002 of 0002 - NNNNNN - 00010 JOBID 35D06028829

NEW YORK DISABILITY BENEFITS LAW POLICY

INSURING CLAUSE

We agree to pay the disability benefits to which each employee of a covered Employer is entitled to receive under the Law. This policy is issued in consideration of the payment by the Policyholder of premiums as provided below.

SCHEDULE

Policyholder Name & Address		Policy Number R25603-000	
ECONOMIC DEVELOPMENT CORPORATION WARREN COUNTY NY		NY U.I.# 8687851	
333 GLEN ST GLEN FALLS NY 12801		<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
Policy Effective Date 10/1/2021		<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Other
Covered Employees - All employees eligible under the disability benefits law.		No. of Covered Employees	
ECONOMIC DEVELOPMENT CORPORATION WARREN COUNTY NY		Males	2
333 GLEN ST GLEN FALLS NY 12801		Females	3
		Total	5
Premium Rates - (Minimum Quarterly Premium is \$ _____) (Minimum Annual Premium is \$ 60.00)			
<input checked="" type="checkbox"/> Annual Policy Premium for annual policies are payable in advance Males - \$ 18.00 Females - \$ 39.60			
<input type="checkbox"/> Quarterly Policy Premium are payable to the Company quarterly, premium being due on the last day of the calendar quarter.			
<input type="checkbox"/> PER CAPITA Males-\$ _____ Females-\$ _____ per month			
<input type="checkbox"/> PER PAYROLL \$ _____ per \$100 for monthly payroll, subject to a maximum of \$ _____ per week.			
EMPLOYEE CONTRIBUTION: <input checked="" type="checkbox"/> None <input type="checkbox"/> Yes, maximum of \$ _____ Per week <input type="checkbox"/> Other _____			

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Billing Address:

ECONOMIC DEVELOPMENT CORPORATION WARREN COUNTY NY

333 GLEN ST
GLEN FALLS, NY12801

DEFINITIONS

"We," "Our" or "Us" - Standard Security Life Insurance Company of New York.

"You" or "Your" - the Policyholder named in the Policy Schedule.

"Employer" - the Policyholder named in the Policy Schedule, and any additional covered Employer shown in a rider attached to this Policy, whose employees are covered under this Policy.

"Board" - the Workers' Compensation Board of the State of New York.

"Chairman" - the Chairman of the Workers' Compensation Board.

"Employee" - any employee insured under this policy.

"Law"- the Disability Benefits Law of the State of New York. The term "Law" includes any amendments or supplements to the Law which may take effect while this Policy is in force.

POLICY TERMS AND CONDITIONS

This Policy provides benefits only:

- a. for a disability which commences during the continuance of this Policy; or
- b. with respect to any Employee whose employment with an Employer terminates during the continuance of this Policy, for a disability which commences within four weeks after such termination and prior to the first day after such termination on which the Employee performs any work for remuneration or profit in employment with an employer, other than an Employer named herein, who is a covered employer under the Law.

Insurance under this Policy is subject to all of the terms and conditions set out below. All of the provisions of the Law shall be and remain a part of this Policy, as if they were written herein.

You may act for and on behalf of any and all Employers named in this Policy in all matters related to this insurance. All such acts shall be binding on all such Employers.

This contract consists of this Policy, and attached copy of Your application, and any attached riders. This policy as been issued based upon the statements on Your application. All statements in Your application are representations and not warranties. No statement will be used to void this Policy or to defend a claim unless it is in the attached copy of Your application. No agent may change any terms of this Policy. No agent may accept overdue premiums or extend the due date of any premium. No change in this Policy shall be valid unless it is contained in a rider issued by Us.

SPECIAL PROVISION RELATING TO EMPLOYEE CONTRIBUTIONS

Any excess of the total contributions of Employees applied to the payment of premium for this Policy shall be paid to You and be applied or disposed of as prescribed in Section 216 of the Law.

POLICY ASSIGNMENT

Your interest under this Policy may not be assigned or transferred without Our written consent.

POLICY CANCELLATION

We may cancel this Policy by not less than 30 days written notice to You, the Employer and the Chairman when cancellation is due to any reason other than non-payment of premium. When cancellation is due to non-payment of premium, We may cancel this Policy by not less than 10 days written notice to You, the Employer and the Chairman. We may cancel coverage under this Policy with respect to any one Employer by giving notice in the same manner. If insurance with another carrier becomes effective prior to the day of cancellation stated in any such notice, the cancellation shall be effective as of the effective date of such other insurance.

You may cancel insurance under this Policy with respect to one or more covered Employers by a written request to Us not less than 40 days prior to any premium due date. Upon receipt of such request, We shall effect such cancellation by exercising the cancellation privilege set forth above. Such cancellation shall be effective as of the next following premium due date.

You shall be liable to Us for the payment of all premiums due up to the date of any such cancellation.

Notice of cancellation will be given by delivering or mailing, by registered mail, to Your last known place of business. A copy of such notice shall also be mailed to all other Employers.

PROVISIONS REQUIRED BY STATUTE

As between an Employee and Us:

1. Notice to or knowledge on the part of his or her Employer of the occurrence of any injury or sickness suffered by the Employee shall be deemed notice to or knowledge, as the case may be, on Our part; and
2. Jurisdiction of the Employer shall, for the purpose of the Law, be jurisdiction of Us; and
3. We shall in all things be bound by and subject to the orders, findings or decisions rendered in connection with the payment of benefits under the provisions of said Law.

The Chairman shall have the right to enforce in the name of the People of the State of New York for the benefit of the person entitled to the benefits insured by this Policy, either by filing a separate application or by making Us a party to the original application, Our liability in whole or in part for the payment of benefits afforded hereunder; provided, however, that payment in whole or in part of such benefits by either You, the Employer, or Us shall to the extent thereof be a bar to the recovery against the others of the amount so paid.

Your bankruptcy or insolvency or that of an Employer shall not relieve Us of any of Our obligations under this Policy.

Notwithstanding any other provision of this Policy or any rider, benefits payable under this Policy or any rider shall be payable at least to the extent and in the manner required by the Law.

INFORMATION REQUIRED

You or the Employer shall furnish Us all information which We may reasonably require with regard to any matters pertaining to the insurance afforded by this Policy. All documents, books, and records which may have a bearing on the insurance or premiums under this Policy, shall be open for inspection by Us at all reasonable times while this Policy is in force and within three years after the final termination of this Policy.

NOTICE AND PROOF OF CLAIM

You, the Employer or the Chairman if disabled while unemployed, must be given a written notice of a claim within 30 days after a period of disability begins for an Employee. You or the Chairman or the Employer must notify Us or Our agent as soon as reasonably possible after the first day for which benefits become payable to an Employee. The notice should give Your name, and the Employer's name, and Policy Number. Such notice should also contain the name and address of the Employee. When We receive notice, We will send You forms for filing proof of claim. If We fail to send forms within 30 days, then You or the Employer may give Us other written proof of claim, showing what happened and the extent of the disability.

The Employee must give written proof of such disability to You, the Employer, the Chairman, or Us not later than 30 days after such disability begins. If such proof is given to You, the Employer, or the Chairman it should be given to Us as soon as possible. You, the Employer, the Chairman or We may require additional proof at reasonable intervals, but not more often than once a week. Such written proof must contain a statement of disability by either the Employee's attending physician, podiatrist, chiropractor, dentist, or certified nurse midwife. In the case of an Employee who adheres to the faith or teachings of any church or denomination, and whose creed, tenets or principles depends for healing upon prayer through spiritual means alone in the practice of religion, by an accredited practitioner, such written proof must contain facts and opinions as to such disability in compliance with the regulations of the Chairman.

If notice or proof of claim is not furnished within the time and manner described above, the claim will not be invalidated but benefits will only be paid for the two (2) week period prior to the date on which the required proof is furnished; unless it is shown to the Chairman that it was not reasonably possible to furnish such notice or proof and that such notice or proof was furnished as soon as possible. No benefits shall be paid unless the required proof of disability is furnished within 26 weeks after the disability begins.

If any suit or other proceeding begins against You or an Employer, every summons, notice or other process must be sent to Us immediately.

PREMIUM COMPUTATION AND PAYMENT

The premium rate(s) for this Policy is shown in the Policy Schedule. Premiums are payable as of the last day of each calendar quarter while this policy is in force, with a grace period of 31 days. We may set new premium rates for subsequent premiums:

1. as of the effective date of any change in the Law which affects coverage under this Policy. Any such change will be stated in a rider by issued Us;
2. as of the first day of any calendar quarter upon giving You at least fifteen (15) days notice of a change in the premium rate.

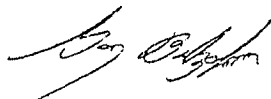
STATUTORY ASSESSMENTS

We will pay the assessments levied on the covered payrolls of insured Employees pursuant to Section 214-2, 214-3, and 228 of the Law.

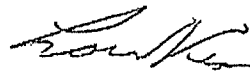
EFFECTIVE DATE OF EMPLOYEE'S INSURANCE

Each Employee shall become insured on the date he becomes eligible for benefits under the Law.

IN WITNESS WHEREOF, STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK has caused this policy to be signed by its President and Secretary.



Gary Balzofiore
President



Loan Nisser
Secretary

Warren County Board of Supervisors

RESOLUTION NO. 786 OF 2022

**RESOLUTION INTRODUCED BY SUPERVISORS LEGGETT, THOMAS, BRUNO, MERLINO, RUNYON,
DIAMOND AND DRISCOLL**

AUTHORIZING AGREEMENT WITH ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK, FOR ECONOMIC DEVELOPMENT PROGRAM FOR 2023

RESOLVED, that Warren County, for the purposes of promoting and publicizing the advantages of Warren County and to promote economic development, job creation and workforce development in the Warren County region, continue the contractual relationship (the previous contract being authorized by Resolution No. 604 of 2021) with Economic Development Corporation, Warren County, New York, 333 Glen Street Suite 101, Glens Falls, New York 12801, for a term commencing on January 1, 2023 and terminating December 31, 2023, in an amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000), said funds to be expended from Budget Code A.6421 470 Warren Co. Economic Development, Contract, and the Chair of the Board of Supervisors be, and hereby is, authorized to execute said agreement in a form approved by the County Attorney.

ARPA RECIPIENT AGREEMENT

This ARPA Recipient Grant Agreement ("Agreement") is dated as of the 16th day of December, 2022, by and between Warren County, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (hereinafter referred to as the "County") and Economic Development Corporation ("Recipient") with a principal place of business located at 11 South Street, Glens Falls, New York 12801.

WHEREAS, the United States Department of the Treasury (hereafter, "Treasury") adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, which is incorporated by reference herein and

WHEREAS, the County entered into an agreement with the Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement"), a complete copy being posted on the Warren County ARPA webpage located at <https://warrencountyny.gov/ARPA> which is incorporated by reference herein, which awarded to the County the sum of Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) in ARPA funding ("ARPA Funds") to be allocated as permitted under ARPA and the Final Rule, and which authorizes the use of ARPA Funds to pay obligations incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), a complete copy being posted on the Warren County ARPA webpage located at <https://warrencountyny.gov/ARPA>, which is incorporated by reference herein; and

WHEREAS, Part 35.6 of the Final Rule authorizes the County to use ARPA funds to respond to the public health emergency or its negative economic impacts when the County identifies an eligible response, applies ARPA funds to an identified harm, or authorizes funding for an eligible use for a beneficiary or class of beneficiaries; and

WHEREAS, ARPA authorizes the County to expend ARPA Funds awarded to the County for the following eligible uses" for a beneficiary or class of beneficiaries, as outlined in the Final Rule, (hereafter, "Eligible Uses") as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer or broadband infrastructure; and

WHEREAS, pursuant to ARPA, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, the County desires to allocate portions of the ARPA Funds awarded to the County to nonprofit organizations located in Warren County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above; and

WHEREAS, the Warren County Board of Supervisors approved Resolution No. 684 of 2022 which awarded ARPA Funds to the Recipient in the sum of Thirty Thousand Dollars (\$30,000) in grant money to aid in broadband mapping in Warren County; and

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County and may provide ARPA Funds for appropriate and qualifying expenditures to Recipient for the enumerated Eligible Uses available for assistance to nonprofit organizations, and Recipient may comply with the requirements set forth by ARPA, the Treasury Agreement, Final Rule and this Agreement upon receiving ARPA Funds.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027, or the date thereafter when the County completes the last reporting cycle required to account for the expenditure of ARPA Funds awarded under this Agreement, whichever date is later, unless unilaterally terminated by the County at an earlier date, in writing, on thirty days written notice to Recipient.

2. ARPA Funds for Nonprofit Organizations. The County agrees to provide the Recipient a grant in a total sum not to exceed Thirty Thousand Dollars (\$30,000) to be used by Recipient, a qualifying nonprofit organization, as described by the Recipient's ARPA Funds application which was approved by the County, to use grant money for costs incurred for a program of Broadband mapping in the County, to assist with programs, services, or capital expenditures, as described by the Recipient's ARPA Funds application and approved by the County.

3. Grant Project, Scope and Schedule. This ARPA award is granted to Recipient solely to finance and assist the Recipient's reported financial need, as documented upon the ARPA Funds Application, filed by Recipient with the County, and as approved by Resolution No. 684 of 2022, a copy of each document being incorporated by reference herein.

A. That the ARPA award to Recipient is a grant of funds, provided to the Recipient under Federal law and expressly conditioned on the requirement that Recipient ensure the awarded ARPA Funds are obligated to be spent by Recipient no later than December 31, 2024 for an Eligible Use, and that all obligated funds are expended by Recipient no later than December 31, 2026 on an Eligible Use.

B. That the Recipient acknowledges that the failure to obligate all ARPA award funds by December 31, 2024 shall require the immediate return to the County of all unobligated ARPA Funds as of that date.

C. That the Recipient also acknowledges that the failure to expend all obligated ARPA Funds by December 31, 2026 shall require the immediate return to the County of all obligated ARPA funds not expended as of that date.

4. Ineligible Uses. Non-allowable uses of ARPA Funds, pursuant to ARPA and the Final Rule, the Treasury Agreement, Compliance & Reporting Guidelines, Resolution No. 684 of 2022, and this Agreement, including, without limitation, the following:

A. No use of ARPA Funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;

B. No use for any damages suffered or incurred which are covered by insurance;

C. No use of ARPA Funds as a deposit into any pension fund;

D. No use of ARPA Funds for any expenses that have been or will be reimbursed under any federal program;

E. No use of ARPA Funds for a government's debt service costs;

F. No contributions to a "rainy day" fund; and

G. No use to pay any portion of a legal settlement or judgment.

5. Disbursement Requests & Reporting Requirements for Recipients Receiving ARPA Funds Less Than \$50,000.00.

A. A Recipient receiving a total ARPA Funds award less than

\$50,000.00 shall file with the County one certified request for disbursement and reporting form (hereafter, "Disbursement & Reporting Form"), as provided by the County following execution of this Agreement, for the entire amount of the ARPA Funds award. Disbursement & Reporting Forms shall be filed with:

Warren County Planning and Community Development Department
1340 State Route 9
Lake George, New York 12845

B. A Recipient receiving a total award of ARPA Funds less than \$50,000.00 shall file a second Disbursement & Reporting Form, within thirty (30) days after all ARPA Funds are expended, if all ARPA Funds are expended prior to December 31, 2024.

C. If the Recipient has not expended all ARPA Funds by December 31, 2024, then the Recipient shall file a Disbursement and Reporting Form with the County on or before January 10, 2025, setting forth all ARPA Funds expended as of December 31, 2024 and all remaining ARPA Funds obligated as of December 31, 2024. The Recipient shall thereafter file a final Disbursement and Reporting Form with the County within thirty (30) days after all remaining and obligated ARPA Funds are expended after December 31, 2024.

D. If the Recipient has not expended all ARPA Funds by December 31, 2026, then the Recipient shall file a Disbursement and Reporting Form with the County on or before January 10, 2027, setting forth all ARPA Funds expended as of December 31, 2026 and the amount of ARPA Funds not expended prior to December 31, 2026 which shall be returned to the County.

6. Termination. The County may terminate this Agreement, for convenience or otherwise, and for no consideration or damages, upon thirty (30) day prior written notice to the Recipient.

7. No Legal Relationship. Nothing contained herein will be deemed to create an association, a partnership, master-servant relationship, a joint venture, or a relationship of principal and agent, or a relationship of employer and employee between the County and Recipient. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification.

A. The Recipient shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the acts, errors, or omissions of the Recipient, its officers, directors, agents, servants or employees or anyone for whom the Recipient is legally bound, in connection with this Agreement.

B. To the fullest extent permitted by law, the Recipient shall indemnify, hold

harmless and defend the County, the Warren County's Board of Supervisors, and its officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the County and the Warren County's Board of Supervisors, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Recipient's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Recipient's work or from any of the acts or omissions on the part of the Recipient, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

C. The Recipient shall, upon the County's demand, promptly and diligently defend at the Recipient's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide a defense under this Indemnification paragraph, or reimbursement for the costs of the County's defense incurred under this Indemnification paragraph, and the Recipient shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

D. The Recipient shall cause and direct its officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

E. The Recipient shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, the New York Clean Indoor Air Act, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its employees, workers and the workers of other entities or contractors. In the event that additional safety measures are required, the Recipient agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Recipient shall hold harmless, indemnify and defend the County, the Warren County Board of Supervisors, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen. The Recipient shall ensure that each recipient strictly observes and complies with all safety laws, rules, and regulations as stated by this Agreement.

F. This section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of ARPA, the Final Rule, and the Compliance & Reporting Guidelines, to the extent applicable, and shall ensure such compliance, to the extent practicable, by recipients, when the Recipient disburses ARPA Funds to recipients or

when seeking Reimbursement from the County.

10. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Treasury, the New York State Auditor's Office, and as required by the Final Rule and the Compliance & Reporting Guidelines for six (6) years following termination of this Agreement. If it is determined during the course of any audit that the Recipient was disbursed ARPA Funds which were expended for unallowable costs under this Agreement, then Recipient agrees and promises to promptly reimburse the County for all ARPA Funds that the audit determines were expended for ineligible uses, within thirty (30) days after written demand.

11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

County Notice Address: Warren County Board of Supervisors
ATTN: Clerk of the Board
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

With an additional copy to:

Warren County Attorney's Office
ATTN: Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

Recipient Notice Address: Economic Development Corporation
ATTN: Jim Siplon
11 South Street, Suite 201
Glens Falls, New York 12801

12. NON-DISCRIMINATION and ANTI-HARASSMENT REQUIREMENTS:

Any type of discrimination and harassment is against County policy and is unlawful. The Recipient acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment, a copy of which can be found online at

<https://warrencountyny.gov/hr/forms.php> under the link labeled “Discrimination and Harassment.” The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates by reference herein the entire policy as a material term of this Agreement. The Recipient shall follow the policy in its entirety and shall ensure each recipient follows said policy. If a complaint does arise, the Recipient is to notify the County, in writing, without delay and not later than three business days after receiving notice of the complaint.

The Recipient shall not discriminate in the admission, care, treatment, employment and confidentiality of persons with AIDS or HIV-related medical conditions. Recipients found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

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 Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status and shall take all reasonable steps to ensure any recipient complies with the requirements of Article 15 of the Executive Law.

Furthermore, in the accordance with Section 220-e of the Labor Law, if this is an agreement for the construction, alteration or repair 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 shall be performed within the State of New York, the Recipient agrees that neither it nor the recipients shall, by reason of race, creed, color, disability, sex or national origin: (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 Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, the Recipient agrees that neither it nor the recipients shall by reason of 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 the Agreement. The Recipient is subject to fines of Fifty Dollars (\$50.00) per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

To the fullest extent permitted by law, the Recipient shall indemnify, hold harmless and defend the County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including, but not limited to reasonable attorney’s fees and all other costs incurred by the County to defend any claims or lawsuits arising

from the conduct of the Recipient and it's agents, assigns, contractors, and heirs relating to discrimination and harassment. This provision does not replace or modify the general indemnification provision set forth by this Agreement, but merely serves to amplify and clarify the indemnification obligations of Recipient.

13. Miscellaneous Provisions.

A. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

B. This Agreement may only be amended, modified or supplemented by an instrument, in writing, and executed by authorized representatives of the County and the Recipient.

C. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

D. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement, to include any recipient. This provision shall not limit any obligation which either Party has to the Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

E. The Recipient agrees to retain all records related to this Agreement for a period of at least six (6) years following the completion of all material terms and conditions set forth by the Agreement and agrees to allow the County, through its appropriate officials, to inspect, review and or audit such records upon written notice. In the event that an inspection, review or audit is requested by the County, the records shall be made available at the Recipient's place of business or, at the request of the County, at the Warren County Municipal Center, with the understanding that copies of such records may be made by the designated Warren County officials at the County's sole expense. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

F. There shall be no assignment of this Agreement without the prior written consent of the County. Any assignment agreed to by the County will not void or waive the application of this provision to any party assigned an interest in this Agreement.

G. The Recipient is not performing or providing any services to the County and is not and shall not be an agent of the County and shall not have any actual or apparent authority with respect to any matter, and shall not in any manner obligate or commit the County by agreement, contract or otherwise.

H. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of New York and brought exclusively before the appropriate New York State Court with venue established and agreed to in Warren County, New York.

I. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained as part thereof.

J. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by it for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding, to specifically include ARPA Funding, available for such Agreement and prompt notice of termination shall be provided.

K. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

L. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Recipient under this Agreement, any past agreements or any other agreement with the County even if commencing prior to the term of this Agreement.

M. Time is of the essence in this Agreement.

N. The Recipient acknowledges and confirms that the governing body or board of the Recipient adopted and approved this Agreement prior to executing this Agreement, by majority vote, or by such other articles of incorporation, agreements, bylaws, or resolutions required by the Recipient in order to enter into a contractual relationship. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

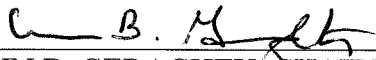
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IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

Approved as to Form:

COUNTY OF WARREN


Warren County Attorney

By: 
KEVIN B. GERAGHTY, CHAIRMAN
Warren County Board of Supervisors

Dated: 12/27/2022

Dated: 12/28/22

**ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
JIM SIPLON
Title: President
11 South Street, Suite 201
Glens Falls, New York 12801

Dated: _____

Warren County Board of Supervisors

RESOLUTION NO. 684 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, DICKINSON, SEEBER, THOMAS, BEATY, WILD, LEGGETT; AND COMMITTEE MEMBERS LAMOTHE, AGNEW, GILLES, AND GADDY

**AUTHORIZING ARPA FUNDS DISBURSEMENT TO
ECONOMIC DEVELOPMENT CORPORATION FOR USE IN ASSOCIATION WITH
BROADBAND MAPPING IN WARREN COUNTY;
AND AMENDING WARREN COUNTY BUDGET FOR 2022**

WHEREAS, the United States Department of the Treasury adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, the County entered into an agreement with the United States Department of Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement") that awarded Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) to the County in ARPA funds to be allocated to cover costs incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule, and the Treasury Agreement, and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act; and

WHEREAS, Part 35.6 of the Final Rule authorizes the County to use ARPA funds to respond to the public health emergency or its negative economic impacts when the County identifies an eligible response, applies ARPA funds to an identified harm, or authorizes funding for an eligible use for a beneficiary or class of beneficiaries; and

WHEREAS, the ARPA Committee determined that the use of ARPA funds is required to respond to the negative economic impacts of the public health emergency and the enumerated eligible use of 31 C.F.R. 35.6(b)(3)(ii)(C), assistance to non-profits including programs, services, or capital expenditures, including grants to mitigate financial hardship such as declines in revenue or increased costs, or technical assistance; and

WHEREAS, section 603(c)(3) of the Social Security Act authorizes the County to transfer ARPA funds to a private nonprofit organization, the ARPA Committee has considered and approved a request to distribute funds in an amount not to exceed Thirty Thousand Dollars (\$30,000), beginning December 16, 2022 and ending December 31, 2024, to the Economic Development Corporation, a nonprofit organization, for use as grant money for costs incurred for a program of Broadband mapping in the County, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the allocation of ARPA funds in an amount not to exceed Thirty Thousand Dollars (\$30,000), from December 16, 2022 through

RESOLUTION NO. 684 OF 2022

PAGE 2 OF 2

December 31, 2024, to the Economic Development Corporation for use as grant money for costs incurred for a program of Broadband mapping in the County, and that such use is an eligible use, and be it further

RESOLVED, that as a condition of the ARPA funding, the Economic Development Corporation shall comply with all reporting requirements set forth in the ARPA Recipient's Agreement (hereafter, "ARPA Agreement"), and in a form approved by the County Attorney for this award, and shall comply with any modifications to the reporting requirements enacted by the Federal Government to include the Department of Treasury, as a condition of funding, after the effective date for the ARPA Agreement, and be it further

RESOLVED, that the Board of Supervisors does hereby authorize the following budget amendment for 2022 in accordance with the aforementioned allocation of ARPA funding:

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT: LEGISLATIVE BOARD		
<u>ESTIMATED REVENUE</u>		
A.1010.4999 4090	Legislative Board, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Funds (CLFRF)	\$30,000
<u>APPROPRIATIONS</u>		
A.1010.4999 470	Legislative Board, American Rescue Plan Act (ARPA), Contract	\$30,000

ARPA RECIPIENT AGREEMENT

This ARPA Recipient Grant Agreement ("Agreement") is dated as of the 16th day of December, 2022, by and between Warren County, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845 (hereinafter referred to as the "County") and Economic Development Corporation ("Recipient") with a principal place of business located at 11 South Street, Suite 201, Glens Falls, New York 12801.

WHEREAS, the United States Department of the Treasury (hereafter, "Treasury") adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, which is incorporated by reference herein and

WHEREAS, the County entered into an agreement with the Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement"), a complete copy being posted on the Warren County ARPA webpage located at <https://warrencountyny.gov/ARPA> which is incorporated by reference herein, which awarded to the County the sum of Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) in ARPA funding ("ARPA Funds") to be allocated as permitted under ARPA and the Final Rule, and which authorizes the use of ARPA Funds to pay obligations incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act, and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds ("Compliance & Reporting Guidelines"), a complete copy being posted on the Warren County ARPA webpage located at <https://warrencountyny.gov/ARPA>, which is incorporated by reference herein; and

WHEREAS, Part 35.6 of the Final Rule authorizes the County to use ARPA funds to respond to the public health emergency or its negative economic impacts when the County identifies an eligible response, applies ARPA funds to an identified harm, or authorizes funding for an eligible use for a beneficiary or class of beneficiaries; and

WHEREAS, ARPA authorizes the County to expend ARPA Funds awarded to the County for the following eligible uses" for a beneficiary or class of beneficiaries, as outlined in the Final Rule, (hereafter, "Eligible Uses") as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer or broadband infrastructure; and

WHEREAS, pursuant to ARPA, Eligible Uses under this non-R&D federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, the County desires to allocate portions of the ARPA Funds awarded to the County to nonprofit organizations located in Warren County whose operations and financial condition were adversely impacted by the COVID-19 public health emergency, whether through a reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or other higher operating costs experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above; and

WHEREAS, the Warren County Board of Supervisors approved Resolution No. 683 of 2022 which awarded ARPA Funds to the Recipient in the sum of Fifty Thousand Dollars (\$50,000) in grant money to aid in remediating the housing shortage in Warren County; and

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County and may provide ARPA Funds for appropriate and qualifying expenditures to Recipient for the enumerated Eligible Uses available for assistance to nonprofit organizations, and Recipient may comply with the requirements set forth by ARPA, the Treasury Agreement, Final Rule and this Agreement upon receiving ARPA Funds.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027, or the date thereafter when the County completes the last reporting cycle required to account for the expenditure of ARPA Funds awarded under this Agreement, whichever date is later, unless unilaterally terminated by the County at an earlier date, in writing, on thirty days written notice to Recipient.

2. ARPA Funds for Nonprofit Organizations. The County agrees to provide the Recipient a grant in a total sum not to exceed Fifty Thousand Dollars (\$50,000) to be used by Recipient, a qualifying nonprofit organization, as described by the Recipient's ARPA Funds application which was approved by the County, for use of grant money to aid in remediating the housing shortage in the County, to assist with programs, services, or capital expenditures, as described by the Recipient's ARPA Funds application and approved by the County.

3. Grant Project, Scope and Schedule. This ARPA award is granted to Recipient solely to finance and assist the Recipient's reported financial need, as documented upon the ARPA Funds Application, filed by Recipient with the County, and as approved by Resolution No. 683 of 2022, a copy of each document being incorporated by reference herein.

A. That the ARPA award to Recipient is a grant of funds, provided to the Recipient under Federal law and expressly conditioned on the requirement that Recipient ensure the awarded ARPA Funds are obligated to be spent by Recipient no later than December 31, 2024 for an Eligible Use, and that all obligated funds are expended by Recipient no later than December 31, 2026 on an Eligible Use.

B. That the Recipient acknowledges that the failure to obligate all ARPA award funds by December 31, 2024 shall require the immediate return to the County of all unobligated ARPA Funds as of that date.

C. That the Recipient also acknowledges that the failure to expend all obligated ARPA Funds by December 31, 2026 shall require the immediate return to the County of all obligated ARPA funds not expended as of that date.

4. Ineligible Uses. Non-allowable uses of ARPA Funds, pursuant to ARPA and the Final Rule, the Treasury Agreement, Compliance & Reporting Guidelines, Resolution No. 683 of 2022, and this Agreement, including, without limitation, the following:

A. No use of ARPA Funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;

B. No use for any damages suffered or incurred which are covered by insurance;

C. No use of ARPA Funds as a deposit into any pension fund;

D. No use of ARPA Funds for any expenses that have been or will be reimbursed under any federal program;

E. No use of ARPA Funds for a government's debt service costs;

F. No contributions to a "rainy day" fund; and

G. No use to pay any portion of a legal settlement or judgment.

5. Disbursement Requests & Reporting Requirements for Recipients Receiving ARPA Funds of \$50,000.00 or More.

A. A Recipient receiving a total ARPA Funds award equal to or greater than \$50,000.00 shall file with the County one certified disbursement and reporting form (hereafter, “Disbursement & Reporting Form”), as provided by the County following execution of this Agreement, for an initial disbursement of awarded ARPA Funds. Disbursement & Reporting Forms shall be filed with:

Warren County Planning and Community Development Department
1340 State Route 9
Lake George, New York 12845

B. A Recipient who obtains an award of ARPA Funds equal to or greater than \$50,000.00 shall submit one Disbursement and Reporting Form each calendar quarter to obtain additional disbursements of funds, on or before the 10th day following the end of each calendar quarter during the term of this Agreement,

C. The County shall disburse ARPA Funds to the Recipient, as requested by Recipient’s filed Disbursement & Reporting Form, to fund the grant approved by the County, subject to availability of funds. Recipient possesses no legal or equitable right, title, claim or interest in any portion of the ARPA Funds awarded to Recipient by this Agreement unless and until such ARPA Funds are actually disbursed by the County and received by the Recipient.

D. The schedule for submitting the Disbursement & Reporting Form may be modified with the prior written approval of the County.

E. Failure of the Recipient to provide required proof of expenditures and expense documentation with a filed Disbursement and Reporting Form may result in the withholding of all or a portion of the requested disbursement, and in the sole discretion of the County, may result in the termination of the Agreement.

F. A Recipient shall file a final Disbursement & Reporting Form, within thirty (30) days after all ARPA Funds are expended, if all ARPA Funds are expended prior to December 31, 2024.

G. If the Recipient has not expended all ARPA Funds by December 31, 2024, then the Recipient shall file a Disbursement and Reporting Form with the County on or before January 10, 2025, setting forth all ARPA Funds expended as of December 31, 2024 and all remaining ARPA Funds obligated as of December 31, 2024. The Recipient shall thereafter file a final Disbursement and Reporting Form with the County within thirty (30) days after all remaining and obligated ARPA Funds are expended after December 31, 2024.

H. If the Recipient has not expended all ARPA Funds by December 31, 2026, then the Recipient shall file a Disbursement and Reporting Form with the County on or before January 10, 2027, setting forth all ARPA Funds expended as of December 31, 2026 and the amount of ARPA Funds not expended prior to December 31, 2026 which

shall be returned to the County.

6. Termination. The County may terminate this Agreement, for convenience or otherwise, and for no consideration or damages, upon thirty (30) day prior written notice to the Recipient.

7. No Legal Relationship. Nothing contained herein will be deemed to create an association, a partnership, master-servant relationship, a joint venture, or a relationship of principal and agent, or a relationship of employer and employee between the County and Recipient. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification.

A. The Recipient shall be responsible for all damages, whether for bodily injury, life or property to the extent caused by the acts, errors, or omissions of the Recipient, its officers, directors, agents, servants or employees or anyone for whom the Recipient is legally bound, in connection with this Agreement.

B. To the fullest extent permitted by law, the Recipient shall indemnify, hold harmless and defend the County, the Warren County's Board of Supervisors, and its officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the County and the Warren County's Board of Supervisors, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Recipient's employees, or on account of damages to property including loss of use thereof, arising directly or indirectly from the performance of the Recipient's work or from any of the acts or omissions on the part of the Recipient, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

C. The Recipient shall, upon the County's demand, promptly and diligently defend at the Recipient's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide a defense under this Indemnification paragraph, or reimbursement for the costs of the County's defense incurred under this Indemnification paragraph, and the Recipient shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

D. The Recipient shall cause and direct its officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

E. The Recipient shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the

New York Labor Law, the New York Clean Indoor Air Act, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its employees, workers and the workers of other entities or contractors. In the event that additional safety measures are required, the Recipient agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Recipient shall hold harmless, indemnify and defend the County, the Warren County Board of Supervisors, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen. The Recipient shall ensure that each recipient strictly observes and complies with all safety laws, rules, and regulations as stated by this Agreement.

F. This section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, Guidelines. The Recipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of ARPA, the Final Rule, and the Compliance & Reporting Guidelines, to the extent applicable, and shall ensure such compliance, to the extent practicable, by recipients, when the Recipient disburses ARPA Funds to recipients or when seeking Reimbursement from the County.

10. Maintenance and Audit of Records. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the County or its designee, the Treasury, the New York State Auditor's Office, and as required by the Final Rule and the Compliance & Reporting Guidelines for six (6) years following termination of this Agreement. If it is determined during the course of any audit that the Recipient was disbursed ARPA Funds which were expended for unallowable costs under this Agreement, then Recipient agrees and promises to promptly reimburse the County for all ARPA Funds that the audit determines were expended for ineligible uses, within thirty (30) days after written demand.

11. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

County Notice Address:

Warren County Board of Supervisors
ATTN: Clerk of the Board
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

With an additional copy to:

Warren County Attorney's Office
ATTN: Warren County Attorney
Warren County Municipal Center
1340 State Route 9
Lake George, New York 12845

Recipient Notice Address: Economic Development Corporation
ATTN: Jim Siplon
11 South Street, Suite 201
Glens Falls, New York 12801

12. NON-DISCRIMINATION and ANTI-HARASSMENT REQUIREMENTS:

Any type of discrimination and harassment is against County policy and is unlawful. The Recipient acknowledges and agrees that it has read the entire Warren County Policy Against Discrimination and Harassment, a copy of which can be found online at <https://warrencountyny.gov/hr/forms.php> under the link labeled "Discrimination and Harassment." The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates by reference herein the entire policy as a material term of this Agreement. The Recipient shall follow the policy in its entirety and shall ensure each recipient follows said policy. If a complaint does arise, the Recipient is to notify the County, in writing, without delay and not later than three business days after receiving notice of the complaint.

The Recipient shall not discriminate in the admission, care, treatment, employment and confidentiality of persons with AIDS or HIV-related medical conditions. Recipients found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.

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 Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status and shall take all reasonable steps to ensure any recipient complies with the requirements of Article 15 of the Executive Law.

Furthermore, in the accordance with Section 220-e of the Labor Law, if this is an agreement for the construction, alteration or repair 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 shall be performed within the State of New York, the Recipient agrees that neither it nor the recipients shall, by reason of race, creed, color, disability, sex or national origin: (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 Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, the Recipient agrees that neither it nor the recipients shall by reason of 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 the Agreement. The Recipient is subject to fines of Fifty Dollars (\$50.00) per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

To the fullest extent permitted by law, the Recipient shall indemnify, hold harmless and defend the County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including, but not limited to reasonable attorney's fees and all other costs incurred by the County to defend any claims or lawsuits arising from the conduct of the Recipient and its agents, assigns, contractors, and heirs relating to discrimination and harassment. This provision does not replace or modify the general indemnification provision set forth by this Agreement, but merely serves to amplify and clarify the indemnification obligations of Recipient.

13. Miscellaneous Provisions.

A. This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

B. This Agreement may only be amended, modified or supplemented by an instrument, in writing, and executed by authorized representatives of the County and the Recipient.

C. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

D. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement, to include any recipient. This provision shall not limit any obligation which either Party has to the Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

E. The Recipient agrees to retain all records related to this Agreement for a

period of at least six (6) years following the completion of all material terms and conditions set forth by the Agreement and agrees to allow the County, through its appropriate officials, to inspect, review and or audit such records upon written notice. In the event that an inspection, review or audit is requested by the County, the records shall be made available at the Recipient's place of business or, at the request of the County, at the Warren County Municipal Center, with the understanding that copies of such records may be made by the designated Warren County officials at the County's sole expense. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

F. There shall be no assignment of this Agreement without the prior written consent of the County. Any assignment agreed to by the County will not void or waive the application of this provision to any party assigned an interest in this Agreement.

G. The Recipient is not performing or providing any services to the County and is not and shall not be an agent of the County and shall not have any actual or apparent authority with respect to any matter, and shall not in any manner obligate or commit the County by agreement, contract or otherwise.

H. Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of New York and brought exclusively before the appropriate New York State Court with venue established and agreed to in Warren County, New York.

I. In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained as part thereof.

J. This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by it for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding, to specifically include ARPA Funding, available for such Agreement and prompt notice of termination shall be provided.

K. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

L. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Recipient under this Agreement, any past agreements or any other agreement with the County even if commencing prior to the term of this Agreement.

M. Time is of the essence in this Agreement.

N. The Recipient acknowledges and confirms that the governing body or board of the Recipient adopted and approved this Agreement prior to executing this Agreement, by majority vote, or by such other articles of incorporation, agreements, bylaws, or resolutions

required by the Recipient in order to enter into a contractual relationship. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

Approved as to Form:

COUNTY OF WARREN


Warren County Attorney

By: Kevin B. Geraghty
KEVIN B. GERAGHTY, CHAIRMAN
Warren County Board of Supervisors

Dated: 12/27/2022

Dated: 12/28/22

**ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
JIM SIPLON
Title: President
11 South Street, Suite 201
Glens Falls, New York 12801

Dated: _____

Warren County Board of Supervisors

RESOLUTION NO. 683 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, DICKINSON, SEEBER, THOMAS, BEATY, WILD, LEGGETT; AND COMMITTEE MEMBERS LAMOTHE, AGNEW, GILLES, AND GADDY

**AUTHORIZING ARPA FUNDS DISBURSEMENT TO
ECONOMIC DEVELOPMENT CORPORATION TO AID IN REMEDIATING THE HOUSING
SHORTAGE IN WARREN COUNTY;
AND AMENDING WARREN COUNTY BUDGET FOR 2022**

WHEREAS, the United States Department of the Treasury adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, the County entered into an agreement with the United States Department of Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement") that awarded Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) to the County in ARPA funds to be allocated to cover costs incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule, and the Treasury Agreement, and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act; and

WHEREAS, Part 35.6 of the Final Rule authorizes the County to use ARPA funds to respond to the public health emergency or its negative economic impacts when the County identifies an eligible response, applies ARPA funds to an identified harm, or authorizes funding for an eligible use for a beneficiary or class of beneficiaries; and

WHEREAS, the ARPA Committee determined that the use of ARPA funds is required to respond to the negative economic impacts of the public health emergency and the enumerated eligible use of 31 C.F.R. 35.6(b)(3)(ii)(C), assistance to non-profits including programs, services, or capital expenditures, including grants to mitigate financial hardship such as declines in revenue or increased costs, or technical assistance; and

WHEREAS, section 603(c)(3) of the Social Security Act authorizes the County to transfer ARPA funds to a private nonprofit organization, the ARPA Committee has considered and approved a request to distribute funds in an amount not to exceed Fifty Thousand Dollars (\$50,000), beginning December 16, 2022 and ending December 31, 2024, to the Economic Development Corporation, a nonprofit organization, for use as grant money to aid in remediating the housing shortage in the County, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the allocation of ARPA funds in an amount not to exceed Fifty Thousand Dollars (\$50,000), from December 16, 2022 through December 31, 2024, to the Economic Development Corporation for use as grant money to aid in remediating

RESOLUTION NO. 683 OF 2022

PAGE 2 OF 2

the housing shortage in the County, and that such use is an eligible use, and be it further

RESOLVED, that as a condition of the ARPA funding, the Economic Development Corporation shall comply with all reporting requirements set forth in the ARPA Recipient's Agreement (hereafter, "ARPA Agreement"), and in a form approved by the County Attorney for this award, and shall comply with any modifications to the reporting requirements enacted by the Federal Government to include the Department of Treasury, as a condition of funding, after the effective date for the ARPA Agreement, and be it further

RESOLVED, that the Board of Supervisors does hereby authorize the following budget amendment for 2022 in accordance with the aforementioned allocation of ARPA funding:

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT: LEGISLATIVE BOARD		
<u>ESTIMATED REVENUE</u>		
A.1010.4999 4090	Legislative Board, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Funds (CLFRF)	\$50,000
<u>APPROPRIATIONS</u>		
A.1010.4999 470	Legislative Board, American Rescue Plan Act (ARPA), Contract	\$50,000

Bank Statement Reconciliation Policy – 2022 Revision

Old version in red, new version in black:

Added in new version All bank accounts are to be reconciled monthly in QuickBooks.

Old version: Monthly Bank Statements to be opened by President or Vice President on monthly basis. Statements should be scanned for large dollar transactions and proper signature and forwarded to the Financial Director for Reconciliation process in Quickbooks. The President or Vice President initials the bank statement upon satisfactory review of the statement and forwards to Financial Director.

New version: At month's end, the Financial Director downloads the monthly bank statements from the bank's online account.

Added in new version: Two copies are made of each account statement; one digital to be saved on the main server, and one paper copy.

Old version:The Financial Director reconciles bank accounts utilizing QuickBooks software. The Financial Director compiles statements & Quickbooks reconciliation report and forwards to Office Administrator for review. Upon satisfactory review, Office Administrator initials QB reconciliation report and returns packet to Financial Director for filing.

New version:The Financial Director reconciles all accounts in QuickBooks and presents the printed statements and corresponding reconciliation reports to the EDC President to review for large dollar transactions or inconsistencies, if in order, the President signs his approval and returns to them Financial Director for filing.

Added in new version: All EDC bank statements are kept on file for a minimum of 7 years in accordance with the record retention schedule.

DD
2022-05-03

Cash Disbursements

Old version: Mail is opened by Office Manager – Financial Director prepares invoices for President’s review and approval indicating account to be charged

New version: Vendor invoices are delivered either by postal mail or email. The EDC is committed to transitioning to paperless billing for all accounts and vendors. Postal mail is opened by the Economic Development Coordinator and all paper invoices are to be scanned and forwarded as a PDF document.

Old version: President reviews invoices & initials each invoice indicating: fee for service and/or product is valid for business purposes and was performed/received during the time indicated on invoice and if applicable meets contract requirements.

New version: Whoever receives the invoice – regardless of dollar amount – must forward the invoice to the ‘appropriate’ staff member for primary review and approval (the ‘appropriate’ staff member is the one who has placed the order or manages the account).

A. Approval Process

Invoices are forwarded via email to the appropriate staff member and cc’d to the President/CEO.

The staff member reviews and states their approval in an email that is subsequently forwarded to the President/CEO and cc’d to the Director of Finance.

Once the invoice receives final approval from the President/CEO, the Director of Finance will save the approval email chain as a back-up and process payment.

New version:

Large unbudgeted expenses over 10,000 will be forwarded to the Treasurer for approval.

Old version: Office Manager records invoices into Quickbooks to proper expense account for payment

New version:

B. Processing Payment

Director of Finance records invoices into QuickBooks and prepares checks for payment.

Old version: ~~Office manager regularly reviews accounts payable aging report prepared by Financial Director and prepares checks for payment.~~ *Note that the full-time Office Manager position has been eliminated.*

Old version: Office Manager secures necessary signatures per EDC by-laws* for timely mailing of payment. All signatories will not sign check without proper invoice/request for payment back-up attached with check

Check is mailed to vendor with the stub attached to the invoice and filed in vendor file or file for County reimbursement.

All checks over \$500 require 2 signatures except for reimbursement to employees which all require 2 signatures – see by-laws for more detail.

New version:

C. **Signatures**

Director of Finance secures two (2) signatures for all outgoing checks – regardless of dollar amount of the check. Director of Finance will make available the digital back-up (i.e., the approval email chain) should either of the signatories request it

D. **Record Keeping**

Prior to mailing, signed checks will be scanned, labeled, and maintained in a digital file on the main server. Paper check stubs will be filed in the vendor file.

Old version: Large unbudgeted expense over 10,000 will be forwarded to the Treasurer for approval.

DD 2022-04-13