

ARPA Advisory Committee
AGENDA
JUNE 14, 2022

COMMITTEE MEMBERS: Supervisors Braymer, Dickinson, Seeber, LaMothe, Agnew, Gilles, Bittel, Thomas, Beaty, Wild, Moore, Swan and Gaddy

- I. Committee meeting called to order by Chair(s)
- II. Approval of minutes of prior Committee Meeting
- III. Action Agenda/New Business Items:
Liza Ochsendorf Presentation regrading workforce needs
- IV. Discussion Items:
 1. Review online application forms <https://arcg.is/1ui550>
 2. Review ARPA Recipient Agreement (6/6/2022) (attachment 1)
 3. Review draft reporting criteria (attachment 2)
 4. Presentation by Mary Shannon of GF Hospital
- V. Referrals/Pending Items: None.
- VI. Privilege of the floor and public comment
- VII. Motion to adjourn

Attachments: 1. ARPA RECIPIENT AGREEMENT 6.6.2022
2. Draft Warren County ARPA Grant Fund Recipient Reporting Quarterly Form

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ARPA RECIPIENT GRANT AGREEMENT

This ARPA Recipient Grant Agreement ("Agreement") is dated as of the ____ day of ___, 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 (RECIPIENT) ("Recipient").

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") identified as **Attachment "A"**, 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 Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement"), identified as **Attachment "B"**, 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") identified as **Attachment "C"**; 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,

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- 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 **(small businesses/nonprofit organizations/tourism, travel and hospitality industries)** 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 2022-(RESO) which awarded ARPA Funds to the Recipient in the sum of (amount); and

WHEREAS, the County and Recipient desire to enter into this Agreement so that the County may provide ARPA Funds for appropriate and qualifying expenditures to Recipient for the enumerated eligible uses available for assistance to **(small businesses/nonprofit organizations/tourism, travel and hospitality industries)**, as allowed under APRA and the Final Rule.

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

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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.

SELECT ONE ONLY: EITHER 2, 3, 4, or 5:

2. ARPA Funds for Small Businesses. The County agrees to provide the Recipient a total sum not to exceed (amount) to be used by Recipient, which is qualifying small business, to assist with programs services, or capital expenditures that respond to the negative economic impacts of the COVID-19 public health emergency, as set forth by 31 C.F.R. § 35.6(b)(3)(ii)(B)(1), to include

- **this (loan/grant) to mitigate financial hardship such as declines in revenues, or the impact of periods of business closure. or**
- **providing technical assistance, counseling or business planning.**

OR

3. ARPA Funds for Small Businesses. The County agrees to provide the Recipient a total sum not to exceed (amount) to be used by Recipient, which is qualifying small business, a program, service, capital expenditure, or other assistance that responds to disproportionately impacted small businesses, as set forth by 31 C.F.R. § 35.6(b)(3)(ii)(B)(2), to include

- **rehabilitation of commercial properties or storefront and façade improvements.**
- **business incubators and grants for start-ups or expansion costs for small businesses.**
- **programs or services to support micro-businesses, as provided by 31 C.F.R. § 35.6(b)(3)(ii)(B)(1).**

4. ARPA Funds for Nonprofit Organizations. The County agrees to provide the Recipient a grant in a total sum not to exceed (amount) to be used by Recipient, a qualifying nonprofit organization:

- **To assist with programs, services, or capital expenditures, as described by the Recipient's ARPA Funds application and approved by the County.**
- **To mitigate financial hardship suffered by Recipient, as described by the Recipient's ARPA Funds application, such as declines in revenues or increased costs, or to permit Recipient to obtain technical assistance.**

5. ARPA Funds for Tourism, Travel and Hospitality Industries. The County agrees to provide the Recipient a grant in a total sum not to exceed (amount) to be used by

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the Recipient, an entity engaged in tourism, travel, or hospitality for assistance with programs, services, or capital expenditures, in support of tourism, travel, and hospitality, as described by the Recipient's ARPA Funds application and approved by the County, to include support for payroll costs and covered benefits for employees, compensating returning employees, support for operations and maintenance of existing equipment and facilities, and obtaining technical assistance, counseling and business planning.

6. 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 the County, a copy being incorporated by reference herein and enclosed herein as **Attachment "D."**

A. The ARPA award to Recipient is a grant of funds, provided to the County under Federal law, and expressly conditioned on the requirement that Recipient shall ensure such funds are obligated to be spent by Recipient no later than December 31, 2024, and that all obligated funds are expended by Recipient no later than December 31, 2026.

B. 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. 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.

7. Ineligible Uses. Non-allowable uses of ARPA Funds, pursuant to ARPA and the Final Rule, the Treasury Agreement, Compliance & Reporting Guidelines, Warren County Board of Supervisors Resolution 2022-(RESO), and this Agreement, include, without limitation, the following: a) usage of 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) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service costs; f) contributions to a "rainy day" fund; and d) legal settlements.

8. Recipient Periodic Disbursement Requests & Reporting Requirements.

A. To facilitate the release of ARPA Funds by the County to the Recipient and to ensure the County's compliance with reporting requirements for use of ARPA Funding under the Final Rule, and the Compliance and Reporting Guidelines promulgated by the Final Rule and amendments thereafter, the Recipient may submit one certified disbursement and reporting form (hereafter, "Disbursement & Reporting Form") to the County per *month/quarter*, on or before the ____th day following the end of each

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calendar *month/quarter* during the term of this Agreement, as provided herein at **Attachment “E,”** in accordance with requirements stated by ARPA, the Final Rule, and as outlined in Attachments “A” and “B.”

B. The County shall disburse ARPA Funds to the Recipient, as requested by the filed Disbursement & Reporting Form, to fund the economic support 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.

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

D. Failure of the Recipient to provide required documentation with the Disbursement and Reporting Form, as required by Attachment “E”, may result in the withholding of all or a portion of the disbursement, and in the sole discretion of the County may result in the termination of the Agreement.

E. Following the last disbursement of funds to Recipient, the Recipient shall submit a final Disbursement & Reporting Form to the County detailing the expenditure of ARPA Funds by the Recipient.

9. 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.

10. 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.

11. 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 it’s 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

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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 defense under this paragraph, or reimbursement for the costs of the County's defense, 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. The section shall survive the expiration or termination of this Agreement.

12. 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, enclosed as Attachment "B" 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.

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13. 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 IGA, Interim Final Rule and Compliance & Reporting Guidelines for seven (7) years following termination of this Agreement. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement, the Recipient agrees to promptly reimburse the County for such payments upon written demand.

14. 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: (Recipient)
ATTN: person
Address
Town, New York 128__

15. Insurance Requirements.

***[AWAITING INFORMATION FROM COMPTROLLER'S OFFICE ON WHETHER
INSURANCE PROVISION REQUIRED FOR GRANT AWARDS.]***

A. *Notwithstanding the terms, conditions or provisions, in any other writing*

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between the Parties, the Recipient hereby agrees to effectuate the naming of Warren County and the Warren County's Board of Supervisors, and its officers and employees as additional insured on a primary, non-contributory basis on the Recipient's existing insurance policies, with the exception of Workers' Compensation.

B. All policies of insurance naming the County and the Warren County's Board of Supervisors, and its officers and employees as additional insureds on a primary, non-contributory basis shall:

- I. Be an insurance policy from an A.M. Best Rated A-Minus New York State licensed insurer;*
- II. Contain a thirty (30) day notice of cancellation;*
- III. State that the organizations coverage shall be primary coverage for Warren County and Warren County's Board of Supervisors, officers and employees;*
- IV. The Recipient agrees to indemnify Warren County for any applicable deductibles.*

C. Required limits of insurance:

- I. General Liability - One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) aggregate;*
- II. Automobile Liability - One Million Dollars (\$1,000,000) combined single limit for owned, hired and /or borrowed and non-owned motor vehicles or One Million Dollars (\$1,000,000) combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;*
- III. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:
(a) WC/DB-100 - Affidavit for New York Entities and any Out-of-State Entities with No Employees, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is Not Required; OR WC/DB-101 Affidavit That an Out-of-State or Foreign Employer Working in New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by NYS Workers' Compensation Board); OR
(b) C-105.2 - Certificate of Workers' Compensation Insurance (the business insurance carrier will send this form to Warren County upon the business' request). [Please note: The State Insurance Fund provides its own version of this form, the U-26.3];
OR*

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(c) SI-12 - Certificate of Workers' Compensation Self-Insurance or GSI-105.2 - Certificate of Group Workers' Compensation Self-Insurance.

ACORD forms are not acceptable proof of workers' compensation coverage, AND

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website (www.web.state.ny.us) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County); OR

(b) DB-120.1 - Certificate of Disability Benefits Insurance (the business' insurance carrier will send to the County upon request); OR

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain).

D. The Recipient acknowledges that failure to obtain such insurance and to name the County and the Warren County's Board of Supervisors, and its officers and employees, as additional insureds constitutes a material breach of this Agreement and subjects the Recipient to liability for damages, indemnification and all other legal remedies available to the County. The Recipient is to provide the County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than the execution of this Agreement. The failure of the County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of the requirements insurance set forth by this Agreement or of any and all rights held by the County under this Agreement. In addition to the foregoing, the County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the Recipient shall, within ten (10) days furnish copies of said policies.

16. 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

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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, in writing, the County without delay. 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 attorney's fees and all other costs to defense, resulting from the Recipient and/or agent's breach of this policy.

The Recipient shall not discriminate in the admission, care, treatment, employment and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies 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

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termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

17. 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 seven (7) 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

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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 purpose.

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.

DATED: _____

DATED: _____

COUNTY OF WARREN:

(RECIPIENT):

KEVIN GERAGHTY, Chair
Warren County Board of Supervisors

X

Draft Warren County ARPA Grant Fund Recipient Reporting Quarterly Form

June 10, 2022

Draft for Committee Review and Discussion

The following questions are based on the federal reporting requirements associated with ARPA funds and are intended to assist Warren County's reporting responsibilities and be diligent stewards of public money.

1. Unique project number (established upon project award)
 - Number
2. Project name
 - Name
3. Name of person in organization responsible for administering Warren County ARPA grant funds
 - Name
4. Grant Expenditure Start Date
 - Date
5. Grant Expenditure End Date
 - Date
6. Grant Award Amount
 - Amount
7. Grant Award Expended to Date
 - Amount
8. Project Status
 - Not Started
 - Completed less than 50 percent
 - Completed 50 percent or more
 - Completed
9. What activities have occurred using Warren County ARPA grant funds over the past quarter?
 - 500 words
10. Provide invoices/paystubs for services and/or goods procured using ARPA funds
 - Allow for digital upload of attachments
11. Have there been any challenges in implementing the program for which ARPA grant funds were awarded? If so please describe.
 - Yes/No and 500-word text box