

EDUCATION COMMITTEE

WEDNESDAY, DECEMBER 6, 2023

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	title
Ed/B/R	G/50	RESOLUTION AMENDING THE ESTABLISHMENT OF A CAPITAL PROJECT - APPLIED TECHNOLOGY EDUCATION CENTER (ATEC)-PHASE II Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Casale, Gendron, Doran

Sent To: Education

Committee

Date December 12, 2023

Resolution No. G/50

RESOLUTION AMENDING THE ESTABLISHMENT OF A CAPITAL PROJECT - APPLIED TECHNOLOGY EDUCATION CENTER (ATEC)—PHASE II

WHEREAS, On August 22, 2023, the Hudson Valley Community College Board of Trustees unanimously approved the establishment of a Capital Project for the Hudson Valley Community College - Applied Technology Education Center (ATEC) Phase II, at an estimated cost of \$85 million; and

WHEREAS, On September 12, 2023, resolution no. G/358/23, the Rensselaer County Legislature unanimously approved the establishment of a Capital Project for the Hudson Valley Community College - Applied Technology Education Center (ATEC) Phase II, at an estimated cost of \$85 million; and

WHEREAS, The ATEC project will be completed in phases, and will include the Project Design, Construction of the new 130,000 sq ft Applied Technology Education Center building, demolition of Williams Hall and construction of a new parking lot where Williams Hall currently exists, and the complete renovation to Cogan Hall; and

WHEREAS, On October 12, 2021, the Rensselaer County Legislature, through Resolution G/358/21 approved a Resolution to provide \$2,960,000 for Project Engineering and Design; and

WHEREAS, On November 23, 2021, the Hudson Valley Community College Board of Trustees approved a Resolution awarding JMZ Architects and Planners, P.C. a total of \$2,960,000 for Project Engineering and Design; and

WHEREAS, On August 9, 2022, the Rensselaer County Legislature, through Resolution G/322/22 approved a Resolution committing to provide in-kind contributions to support the remaining Phases; and

WHEREAS, On June 15, 2023, the Hudson Valley Community College Foundation Board of Directors approved a \$37.5 million Capital Campaign to support the ATEC construction project; and

WHEREAS, As of November 27, 2023, the Capital Campaign has received donations and pledges totaling \$5,263,544 to support the ATEC construction project; and

WHEREAS, On November 21, 2023, the Hudson Valley Community College Faculty Student Association Board of Directors approved a pledge of \$8,400,000 to support the ATEC construction project; and

WHEREAS, On October 23, 2023, the Hudson Valley Community College Student Senate approved a pledge of \$250,000 to support the ATEC construction project as their class gift; and

WHEREAS, On September 26, 2023, the U.S. Department of Commerce's Economic Development Administration approved a grant of \$4,000,000 to support the ATEC construction project; and

WHEREAS, The local match of \$18,163,544 million will be provided through the Capital Campaign; the Hudson Valley Community College Faculty Student Association; the Hudson Valley Community College Student Senate and government funding from the City of Troy and the Economic Development Agency, and

WHEREAS, Hudson Valley Community College is anticipating a New York State appropriation of \$15,000,000 and an Empire State Development Grant of \$3,000,000; and

WHEREAS, Hudson Valley Community College is anticipating a grant from the City of Troy in the amount of \$250,000 to support the ATEC construction project; and

WHEREAS, The College is ready to begin the Phase II construction, at a cost of \$53.5 million; and

WHEREAS, With available matching funds, New York State would reimburse Hudson Valley Community College fifty percent (50%) of eligible Phase II construction costs or \$18.16 million; now, therefore, be it

RESOLVED, That the Hudson Valley Community College Board of Trustees approves establishment of the Capital Project "Applied Technology Education Center-Phase II," at a cost of \$53.5 million, to begin the construction; and, be it further

RESOLVED, That a copy of this Resolution be transmitted to the Rensselaer County Legislature for its similar consideration and approval.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

December 12, 2023

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



***Faculty-Student Association of
Hudson Valley Community College, Inc.***

80 Vandenberg Avenue
Troy, New York 12180
Phone (518) 629-4822
Fax (518) 629-7166

November 27, 2023

Ms. Rebecca Goldstein
Community College Capital Program Manager
Office for Capital Facilities
The State University of New York
State University Plaza - Albany, New York 12246

Dear Ms. Goldstein:

The Faculty Student Association of Hudson Valley Community College, Inc.'s Board of Directors has unanimously approved, at its November 21, 2023 meeting, additional support for Hudson Valley Community College's HVCC ATEC Project in the amount of \$1,400,000. Total support from the FSA of HVCC is \$8,400,000.

Please feel free to contact me for further information or should you have any questions.

Sincerely,

Alycia M Courter
Executive Director



***Faculty-Student Association of
Hudson Valley Community College, Inc.***

80 Vandenberg Avenue
Troy, New York 12180
Phone (518) 629-4822
Fax (518) 629-7166

November 27, 2023

Ms. Rebecca Goldstein
Community College Capital Program Manager
Office for Capital Facilities
The State University of New York
State University Plaza - Albany, New York 12246

Dear Ms. Goldstein:

The Faculty Student Association of Hudson Valley Community College, Inc.'s Board of Directors has unanimously approved, at its November 13, 2023 meeting, support for Hudson Valley Community College's HVCC ATEC Project in the amount of \$250,000 as part of the Student Class Gift.

Please feel free to contact me for further information or should you have any questions.

Sincerely,

Alycia M Courter
Executive Director

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Grimm

Sent To: Budget & Finance

Committee

Date August 9, 2022

Resolution No. G/322/22

RESOLUTION AUTHORIZING THE COUNTY TO PROVIDE IN-KIND CONTRIBUTIONS FOR HUDSON VALLEY COMMUNITY COLLEGE'S ATEC PROJECT

WHEREAS, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Hudson Valley Community College, a public community college established and operated under Article 126 of the New York State Education Law, has proposed to create an Applied Technology Education Center ("ATEC" and or "the Project") within the existing foot print on Vandenburg Avenue, Troy, with the Project being for public purposes and to include a new facility to house ATEC activities; and

WHEREAS, The ATEC activities will include academic and workforce training that will serve residents of Rensselaer County and surrounding areas with training in technical fields, including new skills related to emerging technology; and

WHEREAS, The Project will increase the number of skilled technical workers in the area, to help meet the industry demand and make Rensselaer County an attractive area for technical and manufacturing companies; and

WHEREAS, The new facility will house the College's Office of Workforce Development and will be constructed on the existing parking lot on the south side of the College's campus; and

WHEREAS, The estimated cost of the Project is \$75,000,000.00, which includes demolition of Williams Hall and the renovation of Cogan Hall; and

WHEREAS, By Resolution Number G/358/21, dated October 13, 2021, the County of Rensselaer unanimously approved Hudson Valley Community College's request for the County to finance the Engineering and Design costs associated with the construction of the Project in the amount of \$2,960,000.00; and

WHEREAS, To further demonstrate its support for the Project and its public purposes, the County of Rensselaer wishes to authorize providing certain "in-kind" contributions toward the approvals, construction, and/or demolition aspects of the Project; now, therefore, be it

RESOLVED, That Rensselaer County is authorized to provide "in-kind" contributions toward the Project, including as follows: legal and engineering support in furtherance of all governmental and statutory approvals, assistance in the demolition of Williams Hall, and materials and services associated with paving/repaving certain areas affected by the construction and demolition relative to the Project; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign any and all agreements and/or documents that may be necessary or desirable to provide the above-referenced in-kind contributions, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 15
Nays: 0
Abstain: 0
August 9, 2022

Clerk of the Legislature

Sent to County Executive 8/10/22

Received from County Executive 8/11/22

Jessica L. Charis
Clerk of the Legislature



Executive Action

Approved Date 8/11/22

Disapproved _____
Veto Message Attached and Returned to Clerk

Stan F. McCall
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Casale, Bendett, Doran

Sent To: Education

Committee

Date October 12, 2021

Resolution No. G/358/21

**RESOLUTION AUTHORIZING THE COUNTY TO SUPPORT THE FUNDING OF DESIGN AND
ENGINEERING COSTS FOR A PROJECT FOR HUDSON VALLEY COMMUNITY COLLEGE
- BUREAU OF ECONOMIC DEVELOPMENT AND PLANNING**

WHEREAS, Hudson Valley Community College (the "College") began as a community response to the needs of Rensselaer County (the "County") and neighboring counties following World War II, and since its inception in 1953, the College has been sponsored by the County under the supervision of the State University of New York, as one of the network of community colleges in the State of New York; and

WHEREAS, The College has been located at its present site at 80 Vandenburg Avenue (also known as US Route 4) within the municipalities of the City of Troy and the Town of North Greenbush since 1960; and

WHEREAS, The College is well established in the community and much of the commercial development along US Route 4 grew up in response to the needs of the College in support of its mission and students; and

WHEREAS, The College has recognized that there is a continued need in the manufacturing industry for expanded training of the skilled and technical trades in order to fill more jobs and increase productivity; and

WHEREAS, The College proposes to create an Applied Technology Education Center (ATEC) (the "Project") within its existing campus foot print on Vandenburg Avenue, with the Project to include a new facility to house ATEC activities; and

WHEREAS, It is anticipated that the new facility will be a net zero energy building, will house the College's Office of Workforce Development, and will be constructed in an existing parking lot on the south side of the College's campus; and

WHEREAS, The estimated cost of the Project is \$75,000,000.00, which includes demolition of Williams Hall and the renovation of Cogan Hall; and

WHEREAS, By Resolution G/158/18, the Rensselaer County Legislature approved and consented to the formation of the Rensselaer County Capital Resource Corporation to assist, among others, not for profit corporations that are undertaking projects that further any of the following purposes; (1) relieving and reducing unemployment, (2) promoting and providing for additional and maximum employment, (3) bettering and maintaining job opportunities for such jobs, (5) carrying on scientific research for the purpose of aiding a community or geographical area by attracting new industry to the community of area or by encouraging the development of, or retention of, an industry in the community or area, and (6) lessening the burdens of government and acting in the public interest; and

WHEREAS, The College anticipates financing the cost of the Project, together with costs incidental to such financing, (collectively the "Project Cost") in whole or in part through one or more issuances of bonds; and

WHEREAS, The estimated Project Cost includes costs for engineering and design of \$2,960,000.00 ("Project Engineering and Design Costs"); and

WHEREAS, The College has made a request for the County to fund the Project Engineering and Design Costs; and

WHEREAS, The College will seek additional state, federal and private funding to support funding the amount of the Project Cost in excess of the Project Engineering and Design Costs; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves the County supporting the Project by funding up to \$2,960,000.00 for Project Engineering and Design Costs; and be it further

RESOLVED, That to provide interim funding of up to \$2,960,000.00 for Project Engineering and Design Costs, such funding will be financed through the issuance of bonds or notes by the Rensselaer County Capital Resource Corporation; and, be it further

RESOLVED, That the County will provide for the repayment of such bonds or notes issued by the Rensselaer County Capital Resource Corporation through the execution and delivery by the County of a grant or funding agreement; and, be it further

RESOLVED, That in the event that it is necessary for the County to pay any portion of the funding for Project Engineering and Design Costs in 2021, the 2021 Rensselaer County Adopted Budget shall be duly amended by the Rensselaer County Legislature by additional Resolution; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign such grant or funding agreements, and other agreements, instruments, and documents for the County to complete such funding up to \$2,960,000.00 for Project Engineering and Design Costs, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 18
Nays: 0
Abstain: 0

October 12, 2021

Clerk of the Legislature

Sent to County Executive 10/13/21

Received from County Executive 10/13/21

Jessica J. Charney
Clerk of the Legislature



Executive Action

Approved Date 10/13/21

Disapproved
Veto Message Attached and Returned to Clerk

[Signature]
County Executive

AGREEMENT BETWEEN THE CITY OF
TROY, NEW YORK
AND
HUDSON VALLEY COMMUNITY COLLEGE

This Grantee Agreement (“the Agreement”), made and entered into this 26th day of October 2023, by and between the City of Troy, New York, a municipal corporation with its principal offices located at City Hall, 433 River Street, 5th Floor, Troy, New York (the “City” or “Recipient”) and Hudson Valley Community College (the “Grantee” or “Hudson Valley” or “the College”), with its principal offices located at 80 Vandenburg Ave, Troy, New York 12180.

WITNESSETH:

WHEREAS, the City has applied for and has been awarded funds from the United States Government through the State and Local Fiscal Recovery Fund (“SLFRF”) under the American Rescue Plan Act of 2021 (“ARPA”), enacted on March 11, 2021, as Public Law No: 117-2; and

WHEREAS, the purpose of ARPA is to provide fiscal relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, non-profits, individuals, and businesses; and

WHEREAS, under section 603(c)(3) of Title VI of the Social Security Act, the City may transfer SLFRF funds to a special-purpose unit of State or local government for the purpose of meeting ARPA’s goals; and

WHEREAS, the Grantee, Hudson Valley Community College, is a special-purpose unit of local government whose educational mission is to strengthen the skills of the Capital Region workforce through its over eighty degree and certificate programs;and

WHEREAS, the City desires to transfer part of its SLFRF allocation to the Grantee in order to fund certain expenditures that have been deemed allowable uses of ARPA funds under the Department of Treasury’s Interim Final Rule and Final Rule, issued pursuant to the SLFRF; and

WHEREAS, the Troy City Council has authorized and appropriated a transfer of funding from the City’s SLFRF allocation in an amount up to two hundred and fifty thousand dollars (\$250,000) for the project to be undertaken by the Grantee.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants herein set forth, the parties hereto, each binding itself, its respective representatives, successors, and assigns, do mutually agree as follows:

Section 1: ARPA Funded Project

1.1 Project The Grantee shall perform and complete the project specified in the attached **Exhibit A – Scope of Work and Services**, in a proper manner to the satisfaction of the City, and in compliance with the requirements of

ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as now in effect, and as may be amended during the term of this Agreement. Subject to the requirements of this Agreement and all Federal funding requirements, the Grantee may procure and employ contractors and subcontractors to carry out work required for the project.

1.2 Use of SLFRF Funds

Grantee shall use the SLFRF funds provided under this Agreement solely for the allowable use project specified in **Exhibit A**, and only to supplement rather than to supplant funds otherwise available. It is the Grantee's responsibility to ensure that all SLFRF funds are used in compliance with SLFRF requirements solely for the project specified in **Exhibit A**.

1.3 City Approval Required

Grantee shall obtain prior City approval for any substantial budget, program, or project scope revision that materially affects this Agreement.

1.4 No Agency

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing an agency or any relationship of employer and employee between the parties. At all times, the Grantee shall remain an independent actor and contractor with respect to the performance of this Agreement and all work and services rendered hereunder. The Grantee shall maintain independent discretion over the manner in which it performs this Agreement and the project to be funded hereunder.

Section 2: Term

2.1 Term

This Agreement shall commence on the date of execution by both parties and shall terminate upon completion of the project specified in **Exhibit A**, unless otherwise stated herein. The parties agree, however, that no project shall be deemed complete and the Grantee's obligation to the City shall not end until all close-out requirements are completed in accordance with 2 CFR Sections 200.344 and 200.345. In addition, the terms of this Agreement shall remain in effect during any period that the Grantee has control over SLFRF funds.

2.2 Maximum Period of Performance

Under the SLFRF program, funds may only be used for costs incurred on or after March 3, 2021. Further, SLFRF funds must be obligated by December 31, 2024, and expended by December 31, 2026. Any funds not obligated or expended for eligible uses by these deadlines must be returned to the City promptly. This includes any unobligated or unexpended funds that are not authorized to be retained by the Grantee as

part of the award closeout process pursuant to 2 C.F.R.200.344.

Section 3: Representations and Warranties

3.1 Grantee's Representations and Warranties

By entering into this Agreement, Grantee represents and warrants to the City that:

- (1) Grantee is eligible to receive the SLFRF funding that will be disbursed pursuant to this Agreement.
- (2) All of the SLFRF funds will be used in compliance with the requirements of ARPA, including Section 603 of Title VI of the Social Security Act and 2 CFR Part 200, as now in effect and as may be amended during the term of this Agreement, as well as the Department of Treasury's Interim Final Rule and Final Rule, issued pursuant to the SLFRF.
- (3) The project and activities to be funded pursuant to this Agreement are undertaken in response to the COVID-19 public health emergency and its negative economic impacts.
- (4) Grantee and Grantee's employees, agents, contractors, principals, officers, and other persons engaged in carrying out the project are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in Federally assisted projects or Federal funding.

Section 4: Disbursement of Funds

4.1 Payment The City shall disburse SLFRF funds to the Grantee for qualified expenditures in a total amount not to exceed two hundred and fifty thousand dollars (\$250,000) as specified in the attached **Exhibit B – Budget & Disbursement of Funds**. The Grantee acknowledges that the SLFRF is Federal funding, passed through the City and is made available to respond to negative economic impacts of the COVID-19 pandemic. All payments shall be in accordance with the budget and disbursement schedule in **Exhibit B**.

4.2 Payment Contingent on Compliance Certification

Payment shall be contingent upon Grantee's certification of adherence to all applicable grant administrative requirements, cost principles and audit requirements in accordance with the standards specified in 2 CFR Part 200 as adopted and supplemented by the U.S. Department of Treasury and the current edition of the *Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds*.

4.3 Executory Clause

In accordance with Section 41 of the State Finance Law, the City shall have no liability under this Agreement to the Grantee or to anyone else beyond funds appropriated and available for disbursement under this Agreement. Grantee acknowledges and agrees that the SLFRF funding referenced herein is the sole source for funding the payments to be made hereunder, and that the funding is subject to the control of the U.S. Treasury and may be encumbered, withdrawn, or otherwise made unavailable to the City, whether earned by or promised to Grantee. Grantee shall not be paid unless and until the SLFRF funds are paid to the City by the U.S. Treasury. No other funds owned or controlled by the City shall be obligated under this Agreement and nothing herein constitutes a pledging or obligating of City funds, its General Fund, or any real and personal property taxes, sales taxes, or any other municipal revenues. Grantee acknowledges and agrees that this Agreement shall be considered executory to the extent Federal funding is relied upon by the City, and that in the event such funding shall not be forthcoming, the Agreement may be terminated by the City upon reasonable prior written notice to the Grantee.

4.4 Non-Assignment Clause

This Agreement may not be assigned in whole or in part by the Grantee, nor may its right, title or interest herein be assigned, transferred, conveyed, or otherwise disposed of.

4.5 Delayed or Withheld Payments

Payments to Grantee may be delayed until satisfactorily detailed reports and accompanying source documents as required by this Agreement have been received and verified by the City. Payment may be withheld if Grantee has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award or this Agreement, or is delinquent in a debt to the United States.

4.6 Rights of Administrative Offset and Recovery by City

The City reserves the right to offset and liquidate funds available under this Agreement for costs incurred by the City on behalf of or on account of the Grantee, or for overpayments or misapplied funds. The City also reserves the right to recover funds from the Grantee by any other remedial action that may be legally available.

4.7 Repayment by Grantee

Grantee shall repay to the City all funds that Grantee was or is not lawfully eligible or entitled to receive, keep, spend, or otherwise transfer.

4.8 Administrative Fees

The Grantee shall not be entitled to take any fees or other charges for administering the ARPA funds transferred to the Grantee pursuant to this Agreement.

Section 5: Reporting and Other Requirements for Receiving SLFRF Funding

5.1 Subaward All SLFRF funds transferred to the Grantee under this Agreement shall be deemed an award given for the purpose of conducting the community enhancing activities specified in **Exhibit A** to further the goals of the SLFRF. As the original Recipient of the SLFRF award, the City has the duty to ensure that all applicable Federal guidelines are met by both the City and every entity receiving SLFRF money from the City. To be eligible for the subaward, the Grantee must comply with the SLFRF guidelines. The document entitled *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds* contains the complete guidelines and is available at the U.S. Department of Treasury website at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. It is updated often. The Grantee shall comply with the current guidelines.

5.2 Reporting The Grantee shall provide documents and report to the City as required by **Exhibit C – Grantee Reporting Requirements**, and shall include in its reporting a detailed accounting of the uses of the funds transferred to the Grantee and such other information as the City may require. Grantee also agrees to comply with any reporting obligations established by the U.S. Department of Treasury as they relate to this award. Reporting may include, but is not limited to:

(1) Semi-Annual Progress Report: This Report shall document the status of the Grantee's efforts to meet the goals and objectives of this Agreement, and shall be submitted semi-annually.

(2) Financial Status Report: This Report shall document the expenses incurred by the Grantee while implementing the program, and shall be submitted quarterly.

5.3 Compliance with 2 CFR Part 200

The Grantee shall comply with 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*. This covenant shall apply to all funding received from the City pursuant to this Agreement and all related projects or services. Compliance shall include but not be limited to:

(1) Compliance with SLFRF's eligible and restricted uses of funds, including implementation of effective controls to ensure that each expenditure of

funds is an eligible use and to maintain adequate documentation for each such expenditure.

- (2) Implementation of internal controls and effective monitoring to ensure compliance with 2 CFR Part 200, including generally identifying direct and indirect costs and treating each cost consistently in like circumstances.
- (3) Maintenance of procedures for obtaining information related to beneficiaries of SLFRF funds and monitoring of the implementation of such procedures.
- (4) Maintenance of records and financial documents for five years after all funds have been expended or returned to Treasury and providing or making available such records to any authorized oversight body upon request.
- (5) Implementation of policies and controls that calculate, document, and record any income the Grantee receives from SLFRF.
- (6) Ensuring that procurements using SLFRF funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the uniform guidance at 2 CFR Section 200.317 through 2 CFR Section 200.327, as applicable.
- (7) Compliance with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including ensuring that the Grantee, its officers, employees, agents, and contractors do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- (8) Establishing controls to ensure completion and timely submission of all mandatory performance and compliance reporting.

5.4 Federal Single Audit

If the Grantee expends seven hundred and fifty thousand dollars (\$750,000.00) or more in Federal awards during the Grantee's fiscal year, a single audit or program-specific audit of Federal expenditures for that year shall be performed as required by the Single Audit Act and its implementing regulations at 2 CFR Part 200, Subpart F. Upon completion of the required audit, the Grantee shall provide the City with a copy of the audit.

5.5 Further Reporting

Upon the City's request, and in addition to any other reporting requirements, the Grantee shall promptly provide to the City all information and documents that the City deems necessary to comply with any applicable reporting obligation. This covenant shall survive for five years after the expiration of the term of this Agreement.

Section 6: Record Retention and Access

6.1 Maintenance of Required Records

The Grantee shall maintain all records required by Federal regulations at 24 CFR 570.506 and 2 CFR Part 200, as pertinent to the activities to be funded under this Agreement and as necessary for complete, accurate, and timely compliance reporting. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken.
- (2) Records demonstrating that each activity undertaken meets one of the national objectives of the ARPA program.
- (3) Records required to determine the eligibility of activities.
- (4) Adequate documentation to support costs charged to the ARPA Program.
- (5) Records detailing the procurement procedures followed.
- (6) Records documenting compliance with the equal opportunity components of the ARPA program.
- (7) Other records necessary to document statutory and regulatory compliance.

6.2 Retention of Required Records

Financial records, supporting documents, statistical records, and all other records pertinent to this Federal award must be retained in accordance with 2 CFR Section 200.334, except that the period to retain records under this Agreement shall be extended to not less than five years.

6.3 Access to Records

In accordance with 2 CFR Section 200.337, and for as long as the records are retained, Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, shall have the right of unrestricted access to any documents, papers, or other records of the Grantee which are pertinent to this Federal award, to make copies, audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents.

Section 7: Remedies for Noncompliance

7.1 Rights of the City

The City may impose additional conditions, as described in 2 CFR Section 200.208, if the Grantee fails to comply with Federal statutes, regulations, or the terms and conditions of this Agreement, or fails to meet expected performance goals, or is not otherwise responsible. These conditions may include items such as the following:

- (1) Requiring payments as reimbursements rather than advance payments.
- (2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period.

- (3) Requiring additional, more detailed financial reports.
- (4) Requiring additional project monitoring.
- (5) Requiring the non-Federal entity to obtain technical or management assistance.
- (6) Establishing additional prior approvals.

7.2 Notification to Grantee

In the event the City imposes additional conditions, the City will notify the Grantee as to the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirements, the time allowed for completing the actions if applicable, and the method for requesting reconsideration of the additional requirements imposed. Any additional requirements will be removed once the conditions that prompted them have been satisfied.

7.3 Further Compliance Actions

In accordance with 2 CFR Section 200.339, if the City determines that noncompliance cannot be remedied by imposing additional conditions, the City may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency;
- (2) Disallow all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the award;
- (4) Recommend suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (5) Withhold future awards for the project or program;
- (6) Take any other remedial action that may be legally available.

7.4 Termination by City

In addition to the termination provisions of 2 CFR Section 200.340, and subject to the notification and appeal rights contained in 2 CFR Sections 200.341 and 200.342, the City also may suspend or terminate this Agreement if the Grantee:

- (1) Fails to comply with the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies, or directives as are or may become applicable to this Agreement or the Federal award.
- (2) Fails to fulfill in a timely and proper manner its obligations under this Agreement or materially breaches the terms and conditions of this Agreement or the Federal award.
- (3) Uses funds under this Agreement ineffectively or improperly.

- (4) Submits reports that are untimely, incomplete, or inaccurate in any material respect.

7.5 Opportunity to Cure

In the event that the City serves a notice of termination, the Grantee shall have no less than twenty (20) days to cure any default under this Agreement. The period of cure may be extended as the parties may agree if the cure is diligently pursued.

Section 8: Return of Funding

8.1 Recovery by the United States

If the U.S. Government ever seeks to recover funds that the City transferred to the Grantee pursuant to this Agreement, whether under section 603(e) of Title VI of the Social Security Act or any other applicable law or regulation, then the Grantee shall defend, indemnify, and hold the City harmless (including from reasonable attorney's fees and costs of litigation) and shall repay to the U.S. Government all funds determined to be subject to recovery, together with any additional fines and penalties.

8.2 Recovery by the City

In addition to any other available remedy, the City shall have the right to offset or otherwise recover any funds used by the Grantee in violation of this Agreement or ARPA, together with any applicable fines and penalties.

Section 9: Conduct and Restrictions

9.1 Prohibited Activity

No funds provided under this Agreement shall be used for political activities of any kind, inherently religious activities, lobbying, political patronage, or nepotism.

9.2 Hatch Act

No funds provided under this Agreement shall be used in any way or to any extent in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

9.3 Religious Activities

No funds provided under this Agreement shall be used for explicitly religious activities (such as worship, religious instruction, or proselytization), as provided by 24 CFR Section 5.109(e).

9.4 Conflicts of Interest

- (1) Grantee shall comply with the provisions of 2 CFR Section 200.112.

- (2) Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- (3) No employee, officer, or agent of the Grantee shall participate in the selection, or in the award, or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (4) No covered persons (employees, agents, consultants, officers, or elected or appointed officials of the Grantee, or any designated public agency) who exercise or have exercised any functions or responsibilities with respect to ARPA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ARPA-assisted activity, or with respect to the proceeds from the ARPA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one year thereafter.

9.5 Lobbying

Grantee hereby certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the form's instructions.

9.6 Copyright

If this Agreement results in any copyrightable material or inventions, the City and the U.S. Treasury reserve the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

Section 10: Environmental Conditions

10.1 Air and Water

The Grantee shall comply with all environmental laws and requirements insofar as they apply to the performance of this Agreement and the projects to be undertaken pursuant hereto, including but not limited to:

- (1) Clean Air Act, 42 U.S.C. 7401 *et seq.* and all regulations and guidelines issued thereunder.
- (2) Federal Water Pollution Control Act, 33 U.S.C., 1251 *et seq.* and all regulations and guidelines issued thereunder.

10.2 Flood Disaster Protection

As a condition of receiving SLFRF funds pursuant to this Agreement, the Grantee shall obtain and maintain adequate flood insurance under the National Flood Insurance Program for any acquisition or construction activities located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

10.3 Further Environmental Covenants

The Grantee covenants that the project will comply in all material respects with all environmental laws and regulations, and except as permitted by applicable law or regulation, that: (i) no pollutants, contaminants, solid wastes, toxins, or other hazardous substances will be stored, treated, generated, disposed of, or allowed at, in, or on the project site; and (ii) the Grantee will take all reasonable, prudent, and necessary steps to prevent a release of hazardous substances or materials at, in, or on the project site, or into or onto any other property, or into or onto any facility or waterway. Upon receiving any information contrary to the representations and covenants contained in this section or any notice of discovery or release of hazardous substances, Grantee shall immediately notify the City in writing disclosing full details regarding the same and shall also notify appropriate governmental officials as required by applicable laws or regulations. The Grantee hereby releases the City and the U.S. Department of Treasury from all liability with respect to, and agrees to defend, indemnify, and hold harmless the City and the U.S. Department of Treasury, their respective officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorney's fees) related in any way to any violation of the covenants in this section or to any inaccuracy of the representations contained in this section. In the event the City has reasonable grounds to believe that a violation of this section has occurred, and in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or

to have an environmental audit performed with respect to the project site, the Grantee agrees to pay the expenses of same to the City, within ten (10) days of demand therefor.

Section 11: Workers' Compensation

11.1 Workers' Compensation Coverage

In accordance with Section 142 of the State Finance Law, this Agreement shall be void and of no force and effect unless the Grantee shall provide and maintain workers' compensation coverage during the life of the Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Section 12: Non-Discrimination Requirements

12.1 Non-Discrimination Requirements

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 Grantee will not discriminate against any employee or applicant for employment, nor subject any individual to harassment because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status, or because the individual has opposed any practices forbidden under the Human Rights Law, or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract 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 contract shall be performed within the State of New York, Grantee agrees that neither it nor its subcontractors 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 contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Grantee agrees that neither it nor its subcontractors 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 this contract. Grantee is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

Section 13: Wages and Hours Provision

13.1 Wages and Hours

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Grantee's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in those statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Grantee and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Grantee understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the City of any City approved sums due and owing for work done upon the project.

Section 14: Apprenticeship Program

14.1 Approved Program Required

As authorized by New York Labor Law Section 816-B and as required by Troy City Council Resolution 2019-72, dated October 3, 2019, any Grantee or subcontractor of the City entering into a construction contract with a total dollar amount of \$100,000.00 or more must have in place an Apprenticeship Program approved by the N.Y.S. Commissioner of Labor. This requirement applies to all construction contracts advertised for bid on or after November 1, 2019.

Section 15: Equal Employment Opportunities for Minorities and Women under Section 312 of the Executive Law

15.1(a) The Grantee will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.

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

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

Section 16: Governing Law and Venue

16.1 Governing Law

This contract shall be governed by the laws of the State of New York excluding its conflict of laws jurisprudence, except where the Federal supremacy clause requires otherwise.

16.2 Venue

The parties agree that the proper venue for any action arising out of the contract shall be Rensselaer County Supreme Court or the United States District Court for the Northern District of New York.

Section 17: Service of Process

17.1 Service of Process

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

Section 18: Amendment

18.1 Amendment

This Agreement may be amended, supplemented, modified, or otherwise changed only by a written instrument duly executed by the parties.

Notwithstanding, the City may, in its discretion, require an amendment or modification of this Agreement to conform with Federal, State, or local law, governmental guidelines, policies, regulations, and available funding amounts, or for other lawful reasons. If such amendment or modification results in a material change in the funding, the scope of services, or the schedule of the project activities to be undertaken as part of this Agreement, it will be incorporated only by written amendment signed by both the City and the Grantee.

Section 19: Insurance

Grantee shall procure and maintain insurance for protection from all claims arising out of Grantee's services, work, operations, and activities. Grantee must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Grantee, or any subcontractor of the Grantee, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The City of Troy (including its officers, agents, and employees) shall be named an Additional Insured on Grantee's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages. Grantee will procure and maintain at its own expense the following coverages:

1. Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
 - a. Liability insurance policies will not be accepted that:
 - i. Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or
 - ii. Remove or modify the "insured contract" exception to the employers liability exclusion; or
 - iii. Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
 - b. Grantee shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Grantee will maintain certificates of insurance for all subcontractors as part of the Grantee's records.

2. Professional Liability/Errors & Omissions coverage of not less than One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim. (*Not Applicable*).
3. Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
4. Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any motor vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.
5. Commercial umbrella insurance coverage of not less than Five Million Dollars (\$5,000,000).

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the City of Troy Corporation Counsel, and shall provide:

1. *Additional Insured.* The City of Troy (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Grantee's services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Grantee's acts or omissions.
2. *Per Project Aggregate.* The insurance policies shall cover premises operations and completed operations on a per project basis.
3. *Waiver of Subrogation.* As to every type and form of insurance coverage required from the Grantee, there shall be no right of subrogation against the City of Troy, its officers, agents, or employees. If any of Grantee's policies of insurance prohibit such a waiver of subrogation, Grantee shall secure the necessary authorization from its insurance carrier to make this waiver effective.
4. *Waiver of Indemnities.* The Grantee waives any right of action it and/or its insurance carrier might have against the City of Troy (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.

5. The Certificate of Insurance shall be in form and content satisfactory to the City of Troy Corporation Counsel. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided to the Corporation Counsel upon request.
6. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Troy Corporation Counsel's Office.
7. The insurance policies shall be renewed upon expiration and continued in force unless the City of Troy Corporation Counsel's Office is given thirty (30) days written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Grantee has delivered to the City proof of issuance of all policies of insurance required by the Agreement to be procured. If at any time, any of the insurance policies shall be or become unsatisfactory to the City, Grantee shall promptly obtain a satisfactory policy and submit proof of the same to the City for approval. Upon failure of Grantee to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at the election of the City, be suspended, discontinued, or terminated. Failure of Grantee to procure and maintain any required insurance shall not relieve the Grantee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Grantee concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Grantee, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Grantee shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the City and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the City shall be provided to the City before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Grantee, or its subcontractors, of any other responsibility or liability under this Agreement.

The City of Troy Corporation Counsel, in his or her sole discretion, may for good and sufficient reason approve in writing a variance from the insurance requirements herein.

Section 20: Waiver and Indemnification

The promises in this section are separate from the insurance requirements of this Agreement and shall apply whether or not the insurance requirements are fulfilled.

Grantee waives any and all claims and recourse against the City or the U.S. Treasury, including without limitation the right of contribution for loss or damage to person or property, arising out of or in any way connected with or incidental to Grantee's performance of this Agreement. Grantee will indemnify, hold harmless, and defend the City and the U.S. Treasury against any and all claims, demands, damages, costs, expenses, or liability arising out of Grantee's performance of this Agreement.

The Grantee shall defend, indemnify, and hold the City harmless from any and all liability to the Federal government for recapture of the SLFRF funds transferred to Grantee pursuant to this Agreement and shall make the City whole for any and all liabilities or costs associated with any recapture of those funds.

Each and every Grantee (as used in this paragraph the term "Grantee" shall include any and all of Grantee's contractors and subcontractors), who shall agree to perform services, work, operations, or activities under this Agreement, or any part of it, shall defend, indemnify, and save harmless the City of Troy, its officers, agents, and employees, from and against any and all liability, loss, or other claims for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the services, work, operations, or activities performed by the Grantee or any agent, servant, employee, subcontractor, consultant, or supplier of the Grantee, or of any failure to perform this Agreement, or in any way arising out of or in consequence of the Grantee's acts or omissions, all to the fullest extent allowed by law. Grantee shall defend, indemnify, and save harmless the City of Troy, its officers, agents, and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, reasonable attorney's fees, and other costs of defense, and all other elements of litigation, arising out of or in consequence of the Grantee's services, work, operations, or activities under this Agreement, or any failure to perform this Agreement, or in any way arising out of or in consequence of the Grantee's acts or omissions, all to the fullest extent allowed by law. Grantee shall defend, indemnify, and save harmless the City of Troy, its officers, agents, and employees, from and against any and all claims for injuries to the Grantee's employees or the employees of any agent, servant, consultant, or subcontractor of Grantee, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, consultants, suppliers, guests, invitees, uninvited persons, survivors,

representatives, and distributees), arising out of or in consequence of Grantee's services, work, operations, or activities or omissions on property owned by the City of Troy, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General Obligations Law Section 5-322.1. Therefore, for any contracts to which Section 5-322.1 applies, the promises herein shall not be construed as purporting to indemnify or hold harmless the City of Troy against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the City of Troy, its agents or employees, whether such negligence be in whole or in part.

Section 21: Termination for Cause

The City of Troy reserves the right to terminate this Agreement at any time for cause. The violation of any provision or condition contained in the Agreement, or the refusal, failure, or inability to carry out any provisions of the Agreement shall constitute sufficient grounds to terminate the Agreement for cause. Should the City of Troy elect to terminate this Agreement for cause, the City of Troy will send written notice to the Grantee via certified U.S. mail no less than twenty (20) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. Immediate dismissals for cause may be executed if deemed necessary by the City of Troy.

Section 22: Termination for Convenience

The City of Troy may terminate this Agreement and subaward in whole or in part for convenience. If the City determines, in its sole discretion that such termination is in the best interests of the City, written notice of termination shall be sent via certified U.S. mail no later than thirty (30) days prior to the termination date. The notice shall set forth the reasons for the termination, the effective date, and, in the case of a partial termination, the part of the Agreement and subaward to be terminated. In that event, the City shall pay the Grantee for invoices previously submitted in accordance with this Agreement and a pro-rata payment for services rendered prior to the date the termination is effective.

Section 23: Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall remain in full force and effect.

Section 24: Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience and shall not limit the terms of this Agreement. The Agreement shall be interpreted as a whole.

Section 25: Waiver

The City’s failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision. Absent an express written waiver signed by the City, there shall be no estoppel against the City and any alleged detrimental reliance by the other party shall be deemed to be unreasonable.

Section 26: Entire Agreement

This Agreement constitutes the entire Agreement between the City and the Grantee for the subaward of the SLFRF funds to be disbursed under this Agreement and the project to be performed. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Grantee with respect to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Grantee Agreement on the day and year first written above.

City of Troy, New York

by: _____
Wm. Patrick Madden, Mayor of Troy

Approved as to Form and Authority to Execute

by: _____
Richard T. Morrissey
City of Troy Corporation Counsel

Hudson Valley Community College

by: _____
Donal Christian, Vice President of Finance & Administration, Hudson Valley Community College

ACKNOWLEDGEMENTS

State of New York)
) ss.:
County of Rensselaer)

On this _____ day of _____, 2023, before me, the undersigned, personally appeared Donal Christian, Vice President of Finance & Administration of Hudson Valley Community College, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York

State of New York)
) ss.:
County of Rensselaer)

On this _____ day of _____, 2023, before me, the undersigned, personally appeared Wm. Patrick Madden, Mayor of the City of Troy, New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature on this instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

Notary Public - State of New York



RECIPIENT INFORMATION

1. **Recipient Name(s)**
Hudson Valley Community College &
County of Rensselaer
2. **Congressional District of Recipient**
NY-20
3. **Employer Identification Number (EIN)**
146009464
4. **UEI**
LELKBMKMW4
5. **Recipient POC**
Donal Christian
D.Christian@HVCC.edu


Steven McLaughlin
SMclaughlin@renesco.com
6. **Authorized Official**
Donal Christian
D.Christian@HVCC.edu

Steven McLaughlin
SMclaughlin@renesco.com

FEDERAL AGENCY CONTACT INFORMATION

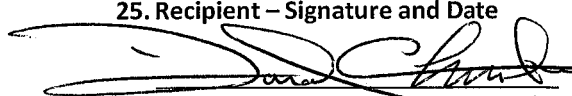
7. **Grant Specialist**
Brett Steinberg
BSteinberg@eda.gov
8. **Program Officer**
Christopher Christian
CChristian1@eda.gov
9. **Grant Officer**
Linda Cruz-Carnall
lcruz-carnall@eda.gov

FEDERAL AWARD INFORMATION

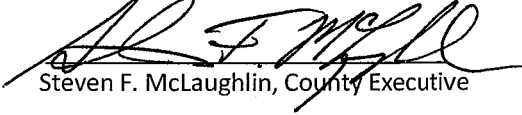
10. **Award Number / FAIN**
ED23PHIOG0159
11. **Award Type**
Grant
12. **Period of performance Start Date & End Date**
09/26/2023 - 03/30/2027
13. **Federal Share of Cost**
\$4,000,000
14. **Recipient Share of Cost**
\$4,000,000
15. **Total Federal and Recipient Cost**
\$8,000,000
16. **Statutory Authority**
Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. Section 3121, et. seq)
17. **NOFO/RFA #**
EDA-PW-2023
18. **Project Title**
Internal fit-out of 21,000 square feet of space for the Automotive Technical Services (ATS) Class Laboratories and Drive Aisles Wing
19. **Assistance Listing Number and Name**
11.300 Public Works and Economic Development Facilities
20. **Award Action Type**
New Competing
21. **Multiyear Award?**
No
22. **R&D Award?**
No
23. **Construction Award?**
Yes
24. **Grants Officer – Signature and Date**

LINDA CRUZ
CARNALL
Digitally signed by LINDA CRUZ
Date: 2023.09.14 15:55:01 -0400

Linda Cruz-Carnall, Regional Director,
September 26, 2023

25. Recipient – Signature and Date

 9/27/2023
Donal Christian, VP Administration/CFO

26. Recipient – Signature and Date


Steven F. McLaughlin, County Executive

BY ACCEPTING THIS AWARD, THE RECIPIENT IS AFFIRMING THAT IT WILL COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE AWARD. THE AWARD MUST BE ACCEPTED BY THE APPLICANT'S AUTHORIZED OFFICIAL.

RECIPIENT NAME: Hudson Valley Community College & County of Rensselaer

PROJECT TITLE: Internal fit-out of 21,000 square feet of space for the Automotive Technical Services (ATS) Class Laboratories and Drive Aisles Wing

AWARD NUMBER: ED23PHI0G0159

This Notice of Award includes the following sections and incorporates all regulations, documents and authorities referenced therein.

- I. BUDGET INFORMATION
- II. STANDARD TERMS AND CONDITIONS
- III. SPECIFIC AWARD CONDITIONS
- IV. OTHER

Should there be a discrepancy among these documents, the Specific Award Conditions, including any references, shall control.

SECTION I – BUDGET INFORMATION

The following is the Authorized Budget for this award. Reference Section III – Specific Award Conditions for conditions related to the Authorized Budget.

Federal Share (EDA)	\$ 4,000,000
Non-Federal Matching Share	\$ 4,000,000
Total Project Cost	\$ 8,000,000

Under the terms of this Award, the total approved line-item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$	\$
Land, structures, rights-of-way, etc.	\$	\$
Relocation expenses and payments	\$	\$
Architectural and engineering fees	\$	\$
Other architectural and engineering fees	\$	\$
Project inspection fees	\$	\$
Site work	\$	\$
Demolition and removal	\$	\$
Construction	\$7,600,000	\$7,600,000
Equipment	\$	\$
Miscellaneous	\$	\$
Contingencies	\$400,000	\$400,000
Total Project Cost	\$8,000,000	\$8,000,000

SECTION II – STANDARD TERMS AND CONDITIONS

The following regulations and standard terms and conditions apply to this award:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements, as Adopted Pursuant to 2 CFR § 1327.101 for Federal Awards
- Department of Commerce Financial Assistance Standard Terms and Conditions
- Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements
- 13 CFR Chapter III Economic Development Administration, Department of Commerce Regulations
- Other:

The following Specific Award Conditions apply to this award:

See attachment.

SECTION IV – OTHER



Hudson Valley
Community College
Foundation

September 28, 2023

Rebecca Goldstein
Community College Capital Program Manager
SUNY Office for Capital Facilities
State University Plaza
Albany, New York 12246

Dear Ms. Goldstein,

The Hudson Valley Community College Foundation, Inc. has secured commitments of \$5,053,544 for the Applied Technology Education Center Campaign.

On September 28, 2023 the Foundation Board of Directors Executive Committee unanimously approves providing the college with the secured contributions in the amount of \$5,053,544 upon receipt.

On behalf of the Executive Committee,

Courtney Lamport
Executive Director

Cc.

Foundation Executive Committee
President Roger A. Ramsammy
Vice President Administration and Finance Donal Christian



Be bold. Be a Viking.

80 Vandenberg Avenue, Troy, New York 12180-6096 // (518) 629-8012 // foundation@hvcc.edu // www.hvcc.edu/giving

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50%



*Faculty-Student Association of
Hudson Valley Community College, Inc.*

80 Vandenberg Avenue
Troy, New York 12180
Phone (518) 629-4822
Fax (518) 629-7166

September 18, 2023

Ms. Rebecca Goldstein
Community College Capital Program Manager
Office for Capital Facilities
The State University of New York
State University Plaza - Albany, New York 12246

Dear Ms. Goldstein:

The Faculty Student Association of Hudson Valley Community College, Inc.'s Board of Directors has unanimously approved, at its September 11, 2023 meeting, support for Hudson Valley Community College's HVCC ATEC Project in the amount of \$7,000,000.

Please feel free to contact me for further information or should you have any questions.

Sincerely,

Alycia M Courter
Executive Director