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Grant Disbursement Agreement

All Applicants who receive their Eligible Funding Award will be required to enter into an ESD Grant Disbursement Agreement.

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This **GRANT DISBURSEMENT AGREEMENT ("Agreement")** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

| | |
|---|---|
| NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a EMPIRE STATE DEVELOPMENT ("ESD"): | 633 Third Avenue New York, NY 10017 Contact: «Project_Manager» Phone: «Project_Mgr_Phone» Fax: «Project_Mgr_Fax» e-mail: «Project_Mgr_email» |
|---|---|

| | |
|---------------------|---|
| THE GRANTEE: | «Orgn_Name_Client» «Street_Address_Client» «CitySTZip_Client» Contact: «Contact_Name_Client», «Contact_Title_Client» Phone: «Phone_Client» e-mail: «Client_email» Federal Taxpayer ID#: |
|---------------------|---|

| | |
|------------------------|------------------|
| THE PROJECT: | «Project_Name» |
| PROJECT NUMBER: | «Project_Number» |
| GRANT AMOUNT: | «Grant_Amt» |
| FUNDING SOURCE: | «Fund_Source» |

| | |
|---------------------------|-----------------|
| ESD APPROVAL DATE: | «Approval_Date» |
| EXPIRATION DATE: | [Date] |

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TERMS AND CONDITIONS

1. **The Project**

- (a) The project will occur as described in Exhibit A and the ESD Approval materials attached. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.
- (b) The Grantee will submit to ESD the report(s) as required in Exhibit B.
- (c) The Grantee will provide the subgrantee/consultant/contractor/vendor disclosure required by Exhibit C.

2. **Project Budget and Use of Funds**

The Grantee will perform the project in accordance with the overall project budget, which includes the Grant funds, set forth in Exhibit D to this Agreement. The Grant will be applied only to eligible expenses, which are separately identified.

3. **Conditions Precedent to Disbursement of the Grant**

No grant funds shall be disbursed unless the Grantee is in compliance with the terms and conditions of this Agreement, including, but not limited to, Exhibit F (Disbursement Terms), and the following conditions have been satisfied (and as to 3 (c) below continues to be satisfied prior to each disbursement):

- (a) If the Grant amount exceeds \$100,000, ESD has received an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit E.
- (b) Any necessary approval has been issued by the Director of Budget of the state of New York, and the Grant funds have been received by ESD.
- (c) There have been no materially adverse changes in the financial condition of the Grantee since the date of submission of its application to ESD.

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4. Disbursement

Subject to the terms and conditions contained in this Agreement, ESD shall disburse the Grant to the Grantee as follows:

- (a) ESD shall reimburse the Grantee, in the manner as set forth in Exhibit F, the amount of eligible expenses actually incurred by the Grantee, upon presentation to ESD of a Payment Requisition Form, together with such supporting documentation as ESD may require, in the form attached to this Agreement as Exhibit G and its attachments.
- (b) The last 10 percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required under this Agreement have been completed to ESD's satisfaction.
- (c) In no event will ESD make any payment which would cause ESD's aggregate disbursements to exceed the Grant amount.

5. Non-Discrimination and Contractor & Supplier Diversity

The Grantee will comply with ESD's Non-Discrimination and Contractor & Supplier Diversity policies set forth in Exhibit H to this Agreement.

6. No Liability of ESD

ESD shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless ESD, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees ") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any

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time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.

- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is duly organized, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.
- (d) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the financial condition, operations, properties or business of the Grantee, except as may have been disclosed in writing to ESD.

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- (e) Grantee is in compliance and shall continue to comply in all material respects with all material applicable laws, rules, regulations and orders. The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (f) The information contained in the application submitted by the Grantee in connection with the project and the Grant, as such application may have been amended or supplemented (the "Application"), is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Application, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that ESD has relied on the statements and representations made by the Grantee in the Application in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Application or otherwise in connection with the Grant and that the information contained in the Application continues on the date hereof to be materially correct and complete.
- (g) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to ESD arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of ESD or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of ESD or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (h) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (i) The Grant shall be used solely for eligible expenses in accordance with the terms and conditions of this Agreement.
- (j) It is solely responsible and has sufficient funding for all Project costs in excess of the Grant.
- (k) No materials, if any, purchased with the Grant will be used for any purpose other than

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the Project.

- (l) The Grantee shall report in writing to ESD any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.

- (m) The Grant shall not be used in any manner for any of the following purposes:
 - (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

 - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

 - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

 - (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

- (n) Any report or other product of the Grant, after approval of such product by ESD, shall contain the following acknowledgment:

"Funding provided by a grant from
Empire State Development"

- (o) ESD may make reasonable use of any report or other product of the Grant upon notice to the

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Grantee.

(p) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
- (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of ESD and within the time frames established therefor under this Agreement.
 - (ii) Failure to comply with any request for information reasonably made by ESD to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by ESD in connection with the Grant.
 - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant.
 - (iv) A default beyond any applicable grace period by the Grantee, or any entity which Grantee directly or indirectly controls, is controlled by, or is under common control with, under any other agreement with ESD.
 - (v) Failure by the Grantee, for any period of time, to comply with Section 7 of this Agreement.
- (b) Upon the serving of notice to the Grantee of the occurrence of a default (which notice shall specify the nature of the default), ESD shall have the right to terminate this Agreement, provided that if the default is pursuant to paragraph 9(a)(i) or 9(a)(ii), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of notice from ESD or, if the default cannot reasonably be cured within such ten-day period, Grantee commences to cure such default within the ten-day cure period and cures the default within ninety (90) days thereafter, provided further that ESD shall not be obligated to make any disbursements during any such cure period.
- (c) Upon such termination of this Agreement, ESD shall withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If ESD determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, ESD may require repayment of those funds

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and may refer the matter to the appropriate authorities for prosecution. ESD shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term

The term of this Agreement shall commence on the date hereof and expire on the Expiration Date, as set forth on the first page of this Agreement.

11. Books and Records; Project Audit

- (a) The Grantee will maintain accurate books and records concerning the Project for the term of this Agreement and for three (3) years from the expiration or earlier termination of this Agreement and will make those books and records available to ESD, its agents, officers and employees during Grantee's business hours upon reasonable request.
- (b) ESD shall have the right, upon reasonable notice, to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for three (3) years following the expiration or earlier termination of this Agreement.

12. Survival of Provisions

It is agreed that: (a) the provisions of Sections 6, 8(g), (j) and 9, 11, , 13, 14, 15, 16, 17, 18, 21 and 22 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 13 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 6, 8(g), (j) and 9, 11, 13, 14, 15, 16, 17, 18, 21 and 22 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

13. Notices

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- (a) All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:
- (i) via certified or registered United States mail, return receipt requested;
 - (ii) by facsimile transmission;
 - (iii) by personal delivery;
 - (iv) by expedited delivery service; or
 - (v) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

Empire State Development

Name: «Project_Manager»
Title: Project Manager
Address: 633 Third Avenue, 34th Floor, New York, NY 10017
Telephone Number: «Project_Mgr_Phone»
Facsimile Number: «Project_Mgr_Fax»
E-Mail Address: «Project_Mgr_email»

With a copy to:

Title: General Counsel
Address: 633 Third Avenue, 34th Floor, New York, NY 10017
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3975

«Orgn Name Client»

Name: «Contact_Name_Client»
Title: «Contact_Title_Client»
Address: «Street_Address_Client», «CitySTZip_Client»
Telephone Number: «Phone_Client»
Facsimile Number: «Fax_Client»
E-Mail Address: «Client_email»

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

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- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

14. No Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. No Waiver

No waiver of any ESD's rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by ESD and such written document manifests a clear and unequivocal intent by ESD to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. ESD may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement, unless ESD has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against ESD and the other parties' alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession.

16. Integration/Modification

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. In addition, this Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained

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herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A-1 and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.

18. Confidentiality of Information

Information contained in reports made to ESD or otherwise obtained by ESD relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "Confidential" by the Grantee, will be kept confidential by ESD, to the extent such information is determined by ESD to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, ESD will not be liable for any information disclosed, in ESD's sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which ESD is required to disclose pursuant to legal process.

19. Special Provisions

The Grantee shall comply with the special provisions, if any, set forth in Exhibit I.

20. Litigation Costs

The Grantee shall pay, in any action or proceeding that is commenced to enforce and/or involves the enforcement of the terms and conditions of this Agreement, all of ESD's costs including, without limitation, ESD's attorneys' fees. The Grantee shall also pay any and all of ESD's collection costs including, without limitation, its attorneys' fees.

21. Waiver

The Grantee knowingly and expressly waives the right to a trial by jury and the right to interpose any counterclaims in any action brought by ESD under the terms of this Agreement.

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«Project_Name», Project Number «Project_Number»

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written below:

NEW YORK STATE URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT

(Signature) Edwin Lee, Senior Vice President, Loans and Grants

(date)

GRANTEE: «Orgn_Name_Client»

DRAFT: do not sign this version

(Signature)

(Printed name and title)

Date: _____

Rev. 11/25/2019

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ESD GRANT DISBURSEMENT AGREEMENT

EXHIBITS

| | |
|-------------|---|
| EXHIBIT A | Project Description |
| EXHIBIT A-1 | ESD Approval Materials |
| EXHIBIT B | Report |
| EXHIBIT C | Subgrantee/Consultant/Contractor/Vendor Disclosure Statement |
| EXHIBIT D | Project Budget |
| EXHIBIT E | Opinion of Counsel |
| EXHIBIT F | Disbursement Terms |
| EXHIBIT G | Payment Requisition Form |
| EXHIBIT G-1 | Payment Requisition Cover Letter |
| EXHIBIT G-2 | Project Cost Documentation |
| EXHIBIT G-3 | Project Cost Affidavit |
| EXHIBIT H | Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures |
| EXHIBIT H-1 | M/WBE Participation / Equal Opportunity Policy Statement |
| EXHIBIT H-2 | Staffing Plan |
| EXHIBIT H-3 | Workforce Employment Utilization Report |
| EXHIBIT H-4 | M/WBE Utilization Plan |
| EXHIBIT H-5 | Waiver Request Form |
| EXHIBIT H-6 | M/WBE Contractor Compliance and Payment Report |

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EXHIBITS, Cont.

EXHIBIT I

Special Provisions

EXHIBIT J

Disclosure and Accountability Certifications

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EXHIBIT A: Project Description

«Orgn_Name_Client»
«Project_Name», Project «Project_Number»

TASKS and TIMELINE

Include detailed task descriptions. Include dates of completion for each task.
NOTE: 75% of the grant proceeds must be allocated to approved not-for-profits.

Project Activities Description

Provide a description of project activities to be funded and which entities (Grantee, NFPs, or a combination) will be performing them, including any expenditures that the applicant will make directly. Activities described may include one or more of the following:

1. Community outreach
2. Distribution of literature,
3. Door-to-door conversations
4. Conducting informational sessions about the census and process
5. Conducting special events and census mobilizing
6. Development of digital media capped at 5% of the budget
7. Interpretation and translation services
8. Implementation of developed targeted media campaigns
9. Informational kiosks and presentations
10. Development of outreach materials (brochures, fliers, newsletters, and other targeted advertising such as billboards and other outlets with broad reach)
11. Other specific activities to increase 2020 Census participation that align with goals described in the Report: <https://www.ny.gov/programs/2020-census>.

In the chart below, please indicate who will be responsible for providing the project activity (a grantee, a subgrantee not-for-profit (NFP) contractor—or both, working together) and which activity is being conducted (see examples below). Be sure to list each activity/provider pairing on a separate row. Please add additional rows as needed.

| Project Activity | Provider | Anticipated Timeline |
|---|-----------------------|-----------------------------|
| e.g. conducting informational sessions about the census and process at a senior living facility | e.g., Grantee name | |
| e.g. conducting informational sessions about the census and process at a senior living facility | e.g., Subgrantee name | |
| | | |
| | | |

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EXHIBIT A-1: ESD Approval Materials

Director Materials Attached which will provided by ESD

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EXHIBIT B: Report

«Project_Name», Project «Project_Number»

All projects must submit an Interim/Final Report. The Interim/Final Report, which outlines the project's goals, implementation, results and challenges, is subject to review and comment by ESD/DOL/DOS. The last disbursement of Grant funds, pursuant to Exhibit F of this Agreement, will not be made until the Final Report is approved by ESD.

Date of report: _____ Type of report: Interim/Final

If Final Report: Amount of Grant: «Grant_Amt» Total Program Cost: \$ _____

Project start date: _____ Project completion date: _____

Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals (to date).
- III. Describe specific results of the Project (to date).
- IV. Evaluate the Project's overall effectiveness (to date).
- V. Describe any challenges or unexpected events that arose in implementing the Project (to date).
- VI. Provide the expected number of hard-to-count communities the Grantee reached to date.
- VII. Provide the projected number of residents in hard-to-count populations the Grantee expects to complete the census questionnaire.
- VIII. A description of the outcome of the Grantee's plan to increase participation in hard-to-count communities in the 2020 Census.

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EXHIBIT C: Subgrantee/Consultant/Contractor/Vendor Disclosure Statement

«Orgn_Name_Client»
«Project_Name», Project «Project_Number»

Grantee must complete this form for each subgrantee/consultant/contractor/vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less.

Grantee must attach a contract for any subgrantee(s)/consultant(s)/contractor(s)/vendor(s) used.

I, _____, am the _____ of _____ (the "Grantee"), an entity that is duly organized and validly existing under the laws of the State of New York.

I attest that (Subgrantee/Consultant/Contractor/Vendor) was chosen as a consultant/contractor/vendor on Project #«Project_Number» by the Grantee to (Describe Services).

_____. No member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest in the consultant/contractor/vendor as defined by Section 8(m)(iii) of this agreement.

I attest that (Subgrantee/Subgrantee/Consultant/Vendor) was chosen for its services/ products through a process of (Describe method of selection, and a description of any relationship between the grantee and the Subgrantee/Consultant/Contractor/Vendor.)

Signature: _____ Print Name: _____

Title: _____ Date: _____

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EXHIBIT D: Project Budget

«Orgn_Name_Client»
«Project_Name», Project «Project_Number»

Budget Summary

NOTE: 75% of the grant proceeds must be allocated to approved not-for-profits. For Libraries that are not incorporated as 501(c)(3) status, the counties or the designated cities can elect to treat libraries incorporated under a different status as part of the nor-for-profit allocation with a reasonable explanation in their application.

Examples of eligible budget activities include, but are not limited, to:

- Community outreach
- Distribution of literature
- Door-to-door conversations
- Conducting informational sessions about the census and process
- Conducting special events and census mobilizing
- Development of digital media capped at 5% of the budget
- Interpretation and translation services
- Implementation of developed targeted media campaigns
- Informational kiosks and presentations
- Development of outreach materials (brochures, fliers, newsletters, and other targeted advertising such as billboards and other outlets with broad reach)
- Other specific activities to increase 2020 Census participation
- Purchase of goods and services that directly support eligible budget activities
- Purchase of consumable electronics limited up to \$500 per item and not to exceed \$2,500 in aggregate
- An administrative expense of a rate of up to 5% of the grant funding

All costs incurred must be reasonable and necessary for the performance of work within the scope of Project.

The State funds should leverage and build on State and regional efforts, create new and innovative local efforts, and should not be used to supplant or replace other funding for census activities. Travel costs included in the budget will be reimbursed based on approved NYS rates and per diems outlined by the U.S. General Services Administration (<https://www.gsa.gov/travel-resources>).

An administrative rate of up to 5% may be applied to this grant. This will allow the Grantee to receive funding for administrative costs associated with service delivery and grant management, such as outside contract management services.

Administrative Expenses are those expenses authorized and allowable pursuant to applicable agency regulations, contracts or other rules that govern reimbursement with State funds or State-authorized payments that are incurred in connection with the Grantee's overall management and can be attributed directly to the provision of program services. Please note that the Grantee must retain backup documentation detailing how administrative funds were spent and submit this documentation with the required reports.

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Funds for the following expenditures **will not** be allowed:

- Purchase, lease, or rental of any equipment or operational software
- Political activities of any kind
- Electoral activities of any kind
- Acquisition of voter registration data, voter profiles or similar programs or data commonly used in political campaigns
- Awards of cash, gift cards, trophies or the like
- Purchase, lease, and/or rental of: computers, mobile computing devices such as iPads, tablets etc., cellular telephones and related devices that exceed \$500 per item and are more than \$2,500 in aggregate
- Audit services
- Acquisition, construction, or renovation of buildings or other real estate
- Entertainment
- Religious activity
- Alcohol
- Expenses incurred prior to March 10, 2020 or ESD Award letter date, whichever sooner
- Costs of organized fundraising
- Interest, taxes and penalties
- Overhead expenses
- Any other cost incurred in violation of the terms of the GDA as defined in the agreement

In the chart below, please detail the budget summary for this project.

Grantee Name:

Budget Period: **3/10/2020** **to** **09/30/2020**

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| Cost Categories | | Total Project Cost by Category (dollar value): |
|---------------------------|---------------------------------|---|
| 1. | Personnel Services | |
| 2. | Fringe | |
| 3. | Travel | |
| 4. | Contractual Services | |
| 5. | Advertising & Printing | |
| 6. | Non-Personnel Services | |
| 7. | Administrative Costs (up to 5%) | |
| TOTAL PROJECT COST | | |

| Personnel Services | | | |
|--|----------------------|------------|--------------|
| Title | Annual Salary | (%) | Total |
| | | | |
| | | | |
| | | | |
| Justification: Completely justify all positions. Describe duties and contributions to the project. Include a brief description of duties/responsibilities for each position. | | | |
| Personnel Services Total (dollar value): | | | |

| |
|---------------|
| Fringe |
|---------------|

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|---|
| Describe and justify each fringe in detail, including fringe rate, and what is included as part of fringe benefits. |
| Fringe Total (dollar value): |

| |
|--|
| Travel |
| Describe and justify all travel in detail, including cost per item. Justify the need for travel and how it will benefit the project. |
| Travel Total (dollar value): |

ESD TRAVEL EXPENSE REIMBURSEMENT POLICY

REIMBURSEMENT FOR APPROVED TRAVEL MAY NOT EXCEED THE FOLLOWING LEVELS:

- A. Personal Car Mileage Internal Revenue Service standard mileage allowance rate in effect when the expense is incurred*; actual for trips, site visits, meetings, and to/from airport.
- B. Personal Car-Overtime Actual - \$50.00 limit when working overtime (including mileage rate, tolls, parking)
- C. Car Rental (compact category) Actual, not to include Collision Damage Waiver insurance
- D. Airline (coach category) & other Public Transportation Actual
- E. Taxi Fares Actual - \$50.00 limit when working overtime

*See <http://www.osc.state.ny.us/agencies/travel/travel.htm> for a schedule of standard mileage reimbursement allowance rates.

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Contractual Services

While noting the requirement that 75% of the grant proceeds must be allocated to approved not-for-profits, describe all contractual services in detail, including cost per item and allocation per provider indicated on the Project Activity Description attachment. Justify the need for these services, and how they will benefit the project. For items that will be shared across other programs, please describe allocation methodology.

Contractual Total (dollar value):

Advertising & Printing

Describe and justify all printing and advertising costs in detail, including cost per item. Justify the need for printing and advertising, and how it will benefit the project.

Advertising & Printing Total (dollar value):

Non-Personnel Services

Describe and justify all non-personnel services in detail, including cost per item. Justify the need for these non-personnel services, and how they will benefit the project.

Non-personnel Services Total (dollar value):

Administrative Costs (up to 5%)

Describe and justify all administrative costs in detail, including cost per item. Justify the need for these administrative costs, and how they will benefit the project.

Administrative Costs Total (dollar value):

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EXHIBIT E: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

Empire State Development10017
633 Third Avenue
New York, New York 10017

Attention: «Project_Manager»

Re: «Project_Name», Project «Project_Number»

Ladies and Gentlemen:

We have acted as special counsel to «Orgn_Name_Client», a government or organization (the “Grantee”), in connection with the execution and delivery of the Grant Disbursement Agreement dated [Date of Agreement] (the “Agreement”) between New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) and the Grantee.

This opinion letter is being furnished to you at our client’s request pursuant to Section 3(a) of the Agreement. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Agreement.

In rendering the opinions set forth herein, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion letter, including (a) the Agreement, (b) the certificate of incorporation of the Grantee and (c) the by-laws of the Grantee. We have also examined and relied upon such other matters of law, documents, certificates of public officials and representations of officers and other representatives of the Grantee as we have deemed relevant, appropriate or necessary to the rendering of our opinions.

In rendering the opinions expressed below, we have assumed the legal capacity of all natural persons signing documents and that the signatures of persons signing all documents in connection with which this opinion letter is rendered are genuine, all documents submitted to us as originals or duplicate originals are authentic and all documents submitted to us as copies, whether certified or not, conform to authentic original documents. Additionally, we have assumed and relied upon the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties, confirmations, schedules and exhibits contained in the Agreement, with respect to the factual matters set forth therein.

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As to any facts material to the opinions expressed herein that we did not independently establish or verify, we have relied upon written statements and representations of officers and other representatives of the Grantee and of certain public officials. We have also assumed and relied upon the accuracy and completeness of all certificates and other statements, representations, documents, records, financial statements and papers reviewed by us, and the accuracy and completeness of all representations, warranties and exhibits contained in the Agreement with respect to the factual matters set forth therein.

Based upon the foregoing and subject to the assumptions, qualifications and other matters set forth herein, we are of the opinion that:

1. The Grantee is validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder.

2. The Agreement has been duly authorized, executed and delivered by the Grantee and (assuming its due authorization, execution and delivery by ESD) is binding on and enforceable against the Grantee in accordance with its terms, subject to applicable bankruptcy, insolvency reorganization, arrangement, liquidation, moratorium, fraudulent conveyance or transfer and other similar laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), and except as rights under the Agreement to indemnity and contribution may be limited by federal or state laws.

We are admitted to practice in the State of New York and we express no opinion as to any matters governed by any laws other than the laws of the State of New York. The opinions expressed herein that are based on the laws of the State of New York are limited to the laws generally applicable in transactions of the type covered by the Agreement.

This opinion letter is for the benefit solely of ESD and not for the benefit of any other person. We are opining herein only as of the date hereof and we undertake no, and disclaim any, obligation to advise you of any changes in any matter set forth herein, regardless of whether changes in such matters come to our attention after the date hereof. No attorney-client relationship exists or has existed with ESD by reason of our preparation, execution and delivery of this opinion letter. By providing this opinion letter and permitting reliance hereon by you, we are not acting as your counsel and have not assumed any responsibility to advise you with respect to the adequacy of this opinion letter for your purposes. This opinion letter may not be relied upon by any other person or for any other purpose or used, quoted or otherwise referred to for any other purpose.

Very truly yours,

EXHIBIT F: Disbursement Terms

«Orgn_Name_Client»
«Project_Name», Project «Project_Number»

Subject to the terms and conditions contained in this Agreement ESD shall disburse the Grant to the Grantee as follows:

First 70%

Upon the execution of this Agreement by the Grantee and its delivery to ESD, and the satisfaction of the conditions set forth in Section 3 of the Agreement, ESD shall disburse to the Grantee as an advance a sum equal to Forty percent (70%) of the Grant (\$XXXXXX).

Next 20%

The next Fifty percent (20%) of the grant (\$XXXX) shall be disbursed as an advance upon supporting documentation* of eligible expenditures of 50% of initial advance (\$XXXXX), including an Interim/ Report and cash flow projection of how the second advance of 20% of the grant will be spent, assuming that all project approvals have been completed and the Grantee is otherwise in compliance with the terms and conditions of this Agreement.

Last 10%

As stated in Section 4, paragraph (b) of this Agreement the final ten percent (10%) of the Grant shall be disbursed in arrears upon completion of all tasks and reports required to ESD's satisfaction and supporting documentation* for 100% of the grant amount has been provided, and upon submission of the Final Report, assuming that all project approvals have been completed and the Grantee is otherwise in compliance with the terms and conditions of this Agreement.

Expenses must be incurred between ESD Award Letter and August 31, 2020 to be considered eligible project costs. All disbursements in connection with this Project must be requested by no later than December 31, 2020.

*Supporting documentation may include copies of invoices as well as proof of payment (e.g., bank statements, paid credit card statements, or other proof of payment), contracts or letters of intent.

ESD reserves the right to require additional documentation to support payment requisitions.

Wire Transfer Information:

If ESD assistance is \$10,000 or greater, please provide:

Letter from a financial officer of the grantee certifying to the accuracy of the following information:

Bank Name: _____

ABA #: _____

Account Name: _____

Account #: _____

EXHIBIT G: Payment Requisition Form

«Project_Name», Project «Project_Number» (attn: «Project_Manager»)

Payment Request # _____, for \$ _____ for work completed between _____ and _____, for Task(s) # _____

Note to Grantee: **Do not re-type this form.** Fill in only the version included in the executed GDA. ESD funds may be applied by Grantee in payment or reimbursement of the following costs:

THIS REQUEST

| USES | A: ESD SHARE | ESD APPROVED REVISIONS | C: THIS REQUEST | D: TOTAL REQUESTED TO DATE | E: A-C-D BALANCE |
|------------------|--------------|------------------------|-----------------|----------------------------|------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL | | | | | |
| (10 % Retainage) | | | | | |
| AVAILABLE | \$0 | | | | |

Use Wrap Text if text is too long for the cell width (icon is in center of ribbon); alternately, you can click Format (icon is 4th from right on ribbon)

FUNDING STATUS

| | | |
|---|---|--|
| 1 | Total Project Cost per Exhibit D | |
| 2 | Total Eligible Expenses Incurred to Date (including this request) | |
| 3 | Balance to be Expended (Line 1 minus Line 2) | |

ESTIMATED SALARY SCHEDULE

If information in grantee’s request for reimbursement of wages differs substantially from the below schedule, Grantee must submit a written letter requesting to modify the salary schedule before funds can be disbursed. If an employee receives Benefits (such as pension, 401(k) employer contributions, employer portion of health benefits, employer FICA) greater than 33% of their Gross pay specific details must be disclosed to ESD in writing.

Full-Time Employees

| A: Employee Name | B: Title | C: Gross Pay (Per Pay Period including Fringe Benefits) | D: Frequency (Weekly, Bi-weekly, Monthly) |
|------------------|----------|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT G: Payment Requisition Form, Cont.

Part-Time Employees

| A: EMPLOYEE NAME | B:TITLE | C:HOURLY WAGE |
|------------------|---------|---------------|
| | | |
| | | |
| | | |
| | | |

CERTIFICATION

I hereby warrant and represent to Empire State Development ("ESD") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which «Orgn_Name_Client» is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and «Orgn_Name_Client», are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2) I have the authority to submit this invoice on behalf of «Orgn_Name_Client». The tasks have been completed in the manner outlined in the Agreement.
- 3) The disclosures made to ESD by Grantee on Grantee’s Disclosure and Accountability Certifications continue to be complete and correct, except as may otherwise have been subsequently disclosed to ESD in writing.
- 4) I hereby attach the following documents for ESD approval, in support of this requisition:

- Final report indicating project completion date and what was accomplished with grant funds (Exhibit B)
- Consultant/Contractor/Vendor Disclosure Statement (Exhibit C) including contracts as applicable
- Project Cost Documentation (Exhibit G-2) – Invoices/receipts for Eligible Expense goods/services with Back-up Summary
- Disclosure & Accountability Certifications (Exhibit J; required only if there is a change to that previously submitted)

- 5) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.
- 6) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 7) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: _____ Date: _____

Print Name: _____ Title: _____

EXHIBIT G-1: Payment Requisition Cover Letter

****ON GRANTEE'S LETTERHEAD****

Date

«Project_Manager»
Empire State Development
633 Third Avenue
New York, New York 10017

RE:«Project_Name», Project «Project_Number»

Dear «Project_Manager»:

Enclosed please find our request for payment/reimbursement. The package includes the following:

1. Completed Exhibit B: Interim/Final Report
2. Completed Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
3. Completed Exhibit G: Payment Requisition Form
4. Project Cost Documentation – Completed Exhibit G-2 – Payment Requisition Back-up Summary, including supporting documentation and invoices
5. Completed Exhibit J: Disclosure & Accountability Certifications form (required only if there is a change to that previously submitted)

If any further information is needed, please give me a call at (____)_____.

Signature

Print Name _____

Title _____

Enclosure

EXHIBIT G-3: PROJECT COST AFFIDAVIT

«Project_Name», Project Number «Project_Number»

should not include financing from sources other than the Grantee.

*Project Cost should correspond to the total stated in Exhibit G-2

STATE OF NEW YORK)
) ss.:
COUNTY OF)

The Undersigned, being duly sworn, deposes and says:

1. I, _____, am the _____ of _____ (the "Organization"), a not-for-profit that is duly organized and validly existing under the laws of _____, and is authorized to do business and is in good standing in the State of New York.

2. I have read and know the contents of a certain Grant Disbursement Agreement (the "Agreement") executed by and between New York State Urban Development Corporation d/b/a Empire State Development ("ESD") and the Organization dated the _____ day of _____, 20____.

3. After having read and reviewed the Agreement, invoices and payments relating thereto, statements of cost and equity, and such other documents as I consider necessary to render the certifications contained herein, I do certify, on the Organization's behalf, that the costs for the project were incurred in the manner set forth in the Agreement and the **total cost of the project**** [to date] was equal to or greater than _____ Dollars (\$_____).

4. I make this affidavit and the certifications contained herein to induce ESD to disburse the grant under the terms of the Agreement, knowing that ESD will rely on the statements contained herein. I am aware that the swearing of a false oath is a Class A misdemeanor and may be a Class E felony.

By:
Name:
Title:

Subscribed and sworn to before me
this ____ day of _____, 20

Notary Public

**EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO
STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. Empire State Development (ESD) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Recipient of the subject Grant Disbursement Agreement (the “Recipient” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to ESD, to fully comply and cooperate with the ESD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Recipient’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this Contract, the ESD encourages the use of Minority and Women-Owned Business Enterprises (“MWBE”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Recipient is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract

**EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO
STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Recipient agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Recipient shall comply with the following provisions of Article 15-A:
1. Recipient and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Recipient shall submit an EEO policy statement to the ESD with the executed Contract.
 3. If Recipient or subcontractor does not have an existing EEO policy statement, the ESD may provide the Recipient or subcontractor a model statement (see EXHIBIT H-1: M/WBE Participation/Equal Employment Opportunity Policy Statement).
 4. The Recipient's EEO policy statement shall include the following language:
 - a. The Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Recipient shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Recipient 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 Recipient's obligations herein.

**EXHIBIT H: PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO
STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

- d. The Recipient will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. EXHIBIT H-2: Staffing Plan

To ensure compliance with this Section, the Recipient shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Recipients shall complete the Staffing plan form and submit it as part of the executed Contract.

D. EXHIBIT H-3: Work Force Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Recipient is responsible for updating and providing notice to the ESD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 2. Separate forms shall be completed by Recipient and any subcontractor performing work on the Contract.
 3. In limited instances, Recipient may not be able to separate out the workforce utilized in the performance of the Contract from Recipient's and/or sub's total workforce. When a separation can be made, Recipient shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Recipient's and/or subcontractor's total workforce, Recipient shall submit the Workforce Report and indicate that the information provided is Recipient's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Recipient shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Recipient and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.



EXHIBIT H-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (REPRESENTATIVE), of the _____ (AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed or services rendered at _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this ____ day of _____, 20__.

By: _____ (SIGNATURE)

Print Name: _____

Title: _____

EXHIBIT H-2: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

STAFFING PLAN

Intentionally Deleted

**EXHIBIT H-3: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Intentionally Deleted

**EXHIBIT H-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE UTILIZATION PLAN**

Intentionally Deleted

**EXHIBIT H-5: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
WAIVER REQUEST FORM**

Intentionally Deleted

**EXHIBIT H-6: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
M/WBE CONTRACTOR COMPLIANCE AND PAYMENT REPORT**

Intentionally Deleted

EXHIBIT I: Special Provisions

In the event of any conflict between Exhibit A-1 of this Agreement and any other provisions of this Agreement, the terms of such other provisions shall govern.

Neither the Grant, nor any equipment or facility funded in part or whole by the Grant, shall be used at any time or in any manner for religious worship, instruction or proselytizing.

Funds for the following expenditures **will not be allowed**:

- Purchase, lease, or rental of any equipment or operational software
- Political activities of any kind
- Electoral activities of any kind
- Acquisition of voter registration data, voter profiles or similar programs or data commonly used in political campaigns
- Awards of cash, gift cards, trophies or the like
- Purchase, lease, and/or rental of: computers, mobile computing devices such as iPads, tablets etc., cellular telephones and related devices that exceed \$500 per item and are more than \$2,500 in aggregate
- Audit services
- Acquisition, construction, or renovation of buildings or other real estate
- Entertainment
- Religious activity
- Alcohol
- Expenses incurred prior to March 10, 2020 or ESD Award letter date, whichever sooner
- Costs of organized fundraising
- Interest, taxes and penalties
- Overhead expenses
- Any other cost incurred in violation of the terms of the GDA as defined in the agreement

An administrative rate of up to 5% may be applied to this grant. This will allow the Grantee to receive funding for administrative costs associated with service delivery and grant management.

Administrative Expenses are those expenses authorized and allowable pursuant to applicable agency regulations, contracts or other rules that govern reimbursement with State funds or State-authorized payments that are incurred in connection with the Grantee's overall management can be attributed directly to the provision of program services. Please note that the Grantee must retain backup documentation detailing how administrative funds were spent. This back up must be made available for review by State personnel upon request.

Subgrantee Eligibility Requirements:

Subgrantees must be: i) municipal sub-divisions of New York State, ii) not-for-profit organizations with 501(c)(3) IRS status, iii) 501(c)(3) IRS status public charities, iv) 501(c)(3) IRS status private foundations, or iv) libraries.

Not-for-profit organizations must be approved through review process which will be posted online by New York State on <https://www.ny.gov/programs/2020-census>.

The not-for-profit entities which have undergone prior assessments and are consequently deemed suitable to provide as needed services within the scope of the grant disbursement agreement.

Grantee must contract with each subgrantee in accordance with applicable law, and in a manner that specifies all services each subgrantee agrees to provide. The Grantee will be responsible for ensuring the responsibility of each subgrantee and coordinating subgrantee activities to avoid duplication of effort and to maximize effectiveness of the project and its activities.

In addition, subgrantees can subcontracting funds to other approved not-for-profits by New York State and must adhere to all terms and conditions of this grant disbursement agreement.

Exhibit J: DISCLOSURE & ACCOUNTABILITY CERTIFICATIONS

Intentionally Deleted

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