

MICHAEL P. GALIME, MAYOR
CITY OF UTICA



UTICA CIVIC DEVELOPMENT CORPORATION
1 KENNEDY PLAZA
UTICA, NEW YORK 13502
PHONE: (315) 792-0195
FAX: (315) 797-6607

Agenda

Utica Civic Development Corporation
Regular Meeting – Thursday, December 26, 2025 @ 9:00am
City Hall, Utica, New York

- I. Call to Order
- II. Approval of Minutes (August 21, 2024)
- III. Old Business
 - A.
- IV. New Business
 - A. ARPA Funding - Consider a resolution authorizing UCDC to execute a Subrecipient Agreement with the City of Utica, in form acceptable to Agency counsel.
- V. Executive Session (if required)
- VI. Adjourn

MICHAEL P. GALIME, MAYOR
CITY OF UTICA



UTICA INDUSTRIAL DEVELOPMENT AGENCY
1 KENNEDY PLAZA
UTICA, NEW YORK 13502
PHONE: (315) 792-0195
FAX: (315) 797-6607

August 21, 2024 9:15a.m.
Utica Civic Development Corporation – Regular Meeting
City Hall, 1 Kennedy Plaza, Utica

Members Present: Vin Gilroy, Steve Deery, John Zegarelli
Member Excused: Emmett Martin, John Buffa
Also Present: Jack Spaeth (Executive Director)
Others: Laura Ruberto (BS&K Agency Counsel)

1) CALL MEETING TO ORDER: The meeting was called to order by Mr. Gilroy at 9:15a.m.

2) APPROVAL OF MINUTES: Minutes will be approved at next meeting

3) OLD BUSINESS: none

4A) NEW BUSINESS: UCDC 2025 Budget

Mr. Spaeth, having previously provided Agency members with the 2025 Budget, asked if there were any questions.

There being none, Mr. Zegarelli made a motion, seconded by Mr. Deery to approve the UCDC 2025 Budget as presented. All in favor.

5) ADJOURNMENT: There being no further business brought before the Agency, Mr. Zegarelli made a motion to adjourn, seconded by Mr. Deery and the meeting was adjourned at 9:19am.

**Agreement Between
THE CITY OF UTICA
And
UTICA CIVIC DEVELOPMENT CORPORATION
For
Coronavirus State and Local Fiscal Recovery Funds**

THIS AGREEMENT, entered into this ____ day of December 2024 by and between THE CITY OF UTICA, (the "CITY"), having its principal address at 1 Kennedy Plaza, Utica, New York, 13502, and Utica Civic Development Corporation, a not-for-profit corporation organized under the laws of the State of New York, (the "SUBRECIPIENT"), having its principal residence at 1 Kennedy Plaza Utica, New York 13502. Individually, the CITY and SUBRECIPIENT may be referred to herein as a "party" and collectively, as the "parties."

WHEREAS, the CITY has received funding from the United States Department of Treasury through Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (as it amends Title VI of the Social Security Act 42 U.S.C. § 801 et. seq.) for the purpose of providing a substantial infusion of resources to help communities address the pandemic, its economic fallout and provide a foundation for a strong and equitable recovery; and

WHEREAS, the CITY wishes to engage SUBRECIPIENT to render certain services in connection with the utilization of a portion of the CITY's ARPA allocation.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF SERVICES

A. Statement of Work

The CITY agrees to provide SUBRECIPIENT an amount not to exceed \$ 1,750,000.00 (One million Seven hundred Fifty thousand dollars) from its ARPA allocation ("Program Funds"). In consideration of these funds, SUBRECIPIENT agrees to administer the below-described project (the "Project") in a manner satisfactory to the CITY and consistent with any standards required as a condition of the CITY's receipt of these funds (also as may change from time-to-time); its re-granting thereof to SUBRECIPIENT (also as may change from time-to-time) and/or as set forth in this Agreement. Such Project will include without limitation the following activities eligible under ARPA:

By virtue of entering into this subrecipient agreement with Utica Civic Development Corporation, the City of Utica is meeting the federal requirement that these funds be obligated by December 31, 2024. The funds have heretofore been utilized by various City departments, including the Police Department and the Department of Urban & Economic Development, for various ARPA-eligible programs including gun violence prevention, small business assistance and the provision of affordable housing at 1002 Cornelia Street. Should it become apparent to the CITY that the expenditure of these funds in full by December 31, 2026 is not possible, the CITY will have the option to supplement the budget(s) of other existing ARPA-eligible projects through the SUBRECIPIENT; said projects to have had a budget obligated by December 31, 2024. City staff will continue to be responsible for the administration of all ARPA projects funded under this agreement; the SUBRECIPIENT will merely act as a conduit for the funds.

B. Federal Funding Objectives

All activities funded by ARPA must meet one or more of the following funding objectives:

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

SUBRECIPIENT certifies that the activity(ies) carried out under this Agreement meet with Funding Objective #1 above: *To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality .*

ARTICLE II: TERM OF AGREEMENT

The term of this Agreement shall commence beginning on the date stated above (the “Effective Date”). All costs for which reimbursement will be sought under this AGREEMENT must be incurred (i) after the Effective Date; and (ii) by December 1, 2026. All vouchers for reimbursement must be submitted to the CITY prior to December 15, 2026.

ARTICLE III: USE OF FUNDS

A. Budget

SUBRECIPIENT agrees to abide by the following budget with regards to the expenditure of funds under this Agreement:

	ARPA AMOUNT
Funding available for expenditure by the City of Utica through the Utica Civic Development Corporation for ARPA-eligible projects	\$ 1,750,000.00
TOTAL	\$ 1,750,000.00

In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and SUBRECIPIENT shall provide such supplementary budget information in a timely fashion and the form and content prescribed by the CITY. Any amendments to the budget must be approved, in writing, by both the CITY and SUBRECIPIENT.

B. Payments

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed \$ 1,750,000.00 (One Million Seven Hundred Fifty Thousand dollars) . Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified above in Section A of this Article and in accordance with performance.

Disbursement of Funds

Disbursement requests shall be made by SUBRECIPIENT on forms that are acceptable to the CITY, in accordance with provisions established by the CITY, and shall be limited to the amount needed for payment of eligible costs. When SUBRECIPIENT requires a disbursement of funds, said disbursement shall conform to the CITY's vouchering process. Requests for payment must include the following:

1. The CITY's voucher form;
2. Documentation for purchase of goods, services or materials, in the form of paid invoices or receipts and canceled checks or in the case of staff administrative costs, payroll documentation demonstrating the amount of time staff dedicated to program activities; and
3. Documentation regarding the location and status of the units for which the goods, services, or materials were purchased.

The parties understand and agree that the source of funds for the City's payment obligations pursuant to this Agreement are grant funds from the American Rescue Plan Act ("ARPA") and Vendor agrees to reasonably cooperate with the City relative to its compliance with the terms, conditions and requirements thereof including but not limited to the submittal of information necessary for the City to fulfill any reporting obligations.

Funds will only be disbursed if all monitoring and reporting requirements have been met. The CITY will pay SUBRECIPIENT funds available under this Agreement based upon submitted information and consistent with any approved budget and CITY policy concerning payments (as may change from time-to-time). Payments will be made only for eligible expenses actually incurred by SUBRECIPIENT, and shall not exceed actual cash requirements. The CITY's obligation to disburse Program Funds pursuant to this Agreement is expressly contingent on its receipt of such funds under ARPA and the ability to apply them to the Project (as determined by the CITY and its counsel). In addition, the CITY reserves the right to deduct, apply, and/or liquidate Program Funds available under this Agreement at any time for costs incurred by the CITY on behalf of SUBRECIPIENT.

C. Restrictions on the Use of Funds

Program Funds shall be used for those costs which are applicable to this Agreement. Program Funds shall not be used for the general administration or operation of SUBRECIPIENT or to replace non-federal contributions in any federally-funded undertaking.

No Program Funds shall be obligated for payment of costs incurred for activities undertaken prior to the execution of this Agreement or as more fully described in Article II hereinabove.

ARTICLE IV: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage paid), commercial courier, personally delivered, or sent via facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this Agreement shall be directed to the following representatives:

<u>CITY</u>	<u>SUBRECIPIENT</u>
Brian Thomas, AICP, Commissioner of the Department of Urban and Economic Development 1 Kennedy Plaza Utica, NY 13502 Phone: (315) 792-0181 Fax: (315) 797-6607 Email: bthomas@cityofutica.com	Jack Spaeth, Utica Civic Development Corporation Executive Director 1 Kennedy Plaza Utica, NY 13502 Phone: (315) 792-0195 Fax: (315) 797-6607 E-mail: jspaeth@cityofutica.com

ARTICLE V: GENERAL CONDITIONS

A. General Compliance

SUBRECIPIENT agrees to comply with Title 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and all other applicable Federal, State, and local laws, regulations, and policies, as may be amended from time-to-time, governing the Program Funds provided under this Agreement. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather supplant funds otherwise available. Notwithstanding the foregoing, SUBRECIPIENT shall comply with all federal, state or local laws, rules and regulations as such may change from time-to-time. Where section references are provided in this Agreement, they are illustrative without excluding any other applicable provisions not specifically referenced. Further, SUBRECIPIENT understands and agrees that this Agreement expressly includes and incorporates all terms, conditions, agreements, or other documents governing the CITY’s receipt of the Project Funds pursuant to ARP; all as may be entered into or modified from time-to-time. SUBRECIPIENT agrees to comply with all such requirements as if more fully set forth herein and shall, at no time, cause the CITY to be non-compliant therewith.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as SUBRECIPIENT is an independent contractor.

C. Insurance & Bonding

SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, loss, casualty, fraud and/or undue physical damage.

Any person or persons responsible for the receipt, custody, and disbursement of Program Funds shall be covered by a fidelity bond in an amount consistent with the CITY's policy, and the coverage shall be subject to the CITY's written approval. The CITY shall be furnished a copy of any fidelity bond and receipt reflecting payment of the applicable premium.

Without limiting the foregoing or any other applicable requirement, SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR § 200.326 and § 200.447.

D. Hold Harmless

CITY shall hold harmless, defend, and indemnify the SUBRECIPIENT from any and all claims, actions, suits, charges, costs, liabilities, and judgments whatsoever which may arise out of CITY'S or SUBRECIPIENT'S performance or nonperformance of the services or subject matter called for in this Agreement.

E. Prior Negotiations and Amendments

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings that are applicable to the matters contained herein, and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The CITY and SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform to changes in federal, state, city and/or HUD guidelines, directives, and objectives. Such amendments may be incorporated by written amendment and incorporated as a part of this Agreement, or simply amended by delivering the statutory change by letter referencing this Agreement. In the event that the CITY approves any modification, amendment, or alteration to the funding allocation, the SUBRECIPIENT shall be notified pursuant to Article XXVI and such notification shall constitute an official amendment.

F. Default

In accordance with 2 CFR § 200.339 through § 200.343, the CITY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and US Department of Treasury guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR § 200.340, this Agreement may also be terminated for convenience by either the CITY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

Any non-compliance with the express terms and conditions of this Agreement by SUBRECIPIENT shall be considered a default of this Agreement. Upon written notice of a default, SUBRECIPIENT will have ten (10) days to cure such default prior to the CITY's ability to enforce its rights and remedies, all of which shall be cumulative. Notwithstanding the foregoing provisions of this Article V (F) and in addition to termination and/or suspension, the CITY shall have all rights and remedies in the case of a default at law or in equity and including, without limitation, the right to recover Program Funds already distributed.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

SUBRECIPIENT agrees to comply with 2 CFR § 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, including adherence to Generally Accepted Accounting Principles ("GAAP") where applicable.

2. Cost Principles

SUBRECIPIENT agrees to comply with 2 CFR § 200 Subpart E.

B. Documentation and Record Keeping

1. Records to be Maintained

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 2 CFR § 200.334 and in the ARPA Award Terms and Conditions, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- #a. Records providing a full description of each activity undertaken;
- #b. Records demonstrating that each activity undertaken meets one of the Federal Funding Objectives of the ARPA program;
- #c. Records required to determine the eligibility of activities;
- #d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance; and
- #e. Financial records as required by 2 CFR § 200.328 through § 200.330.

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date by which all ARPA funds allocated to the CITY have been expended or returned to the US Treasury Department. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

2. Client Data

SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request.

3. Disclosure

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited under this Agreement unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Notwithstanding the foregoing, SUBRECIPIENT understands and agrees that the CITY is subject to the New York State Freedom of Information Law ("FOIL") and other legally mandated disclosure requirements including the direction of any applicable court order.

4. Close-outs

SUBRECIPIENT's obligation to the CITY shall not end until all close-out requirements are completed, pursuant to 2 CFR § 200.344. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over ARPA funds, including program income, as defined in Article VI (C)(1) below.

5. Audits & Inspections

All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the CITY, grantor agency, and the United States Government Accountability Office, US Department of Treasury's Office of Inspector General and the Pandemic Relief Accountability Committee or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within 30 days after receipt by SUBRECIPIENT. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a default of this Agreement and may result in the withholding of future payments and the exercise of all other rights and remedies provided hereunder, cumulatively. SUBRECIPIENT hereby agrees to have an annual agency audit

conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and 2 CFR § 200 Subpart F.

C. Reporting Procedures

1. Program Income

SUBRECIPIENT shall make quarterly reports of all program income (as defined at 2 CFR § 200.1) generated by activities carried out with ARPA funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth at 2 CFR § 200.307. By way of further limitations, SUBRECIPIENT may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional Program Funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the CITY at the end of the term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

D. Procurement

1. Compliance

SUBRECIPIENT shall comply with current CITY policy concerning the purchase of goods and equipment and procurement of services and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement. Notwithstanding the foregoing, SUBRECIPIENT shall comply with the CITY's adopted procurement policies, regulations, rules and procedures (as if a procurement by the CITY) and those state and federal (by virtue of ARPA or otherwise) legal requirements; all as such may change from time-to-time. Where any of such laws policies, procedures or regulations conflict, the more restrictive of those requirements shall control.

2. OMB Standards

Unless specified otherwise within this Agreement, SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR § 200.317 through § 200.327.

3. Travel

SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR § 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. *Liquid Assets*: Upon expiration of this Agreement, SUBRECIPIENT must transfer to the CITY any ARPA funds on hand at the time of expiration as well as any assets acquired and/or

attributable to the use of those funds. The SUBRECIPIENT agrees to refund to the CITY any payment or portions of payments that the CITY determines were not properly due to the SUBRECIPIENT under the terms of this Agreement. Upon the breach of any of the terms of this Agreement any Program Funds associated with this Agreement. Upon the breach of any of the terms of this Agreement any Program Funds associated with this Agreement, that are currently on hand, as well as any accounts receivable, shall revert to the CITY.

2. *Fixed Assets*: Any real property controlled by the SUBRECIPIENT that was acquired or improved, in whole or in part through the use of ARPA funds in excess of \$5,000.00, must either meet one of the Federal Funding Objectives during the period of this Agreement and for a period of five (5) years after the expiration of this Agreement, or be disposed of in a manner which results in the CITY being reimbursed in the amount equal to the current fair market value of the property.

ARTICLE VII: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 (Title VI), Public Law 88-352, 42 U.S.C. § 2000d et seq., and the Department's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and the Department's implementing regulations, 31 CFR Part 28; Age Discrimination Act of 1975, Public Law 94-135 (42 U.S.C. § 6101 et seq.) and the Department implementing regulations at 31 CFR Part 23. Additionally, SUBRECIPIENT agrees to comply with any and all federal, state or local civil rights laws and regulations.

1. Nondiscrimination

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in the United States Department of Treasury implementing regulations, 31 CFR Part 22 and the United States Department of Justice regulations at 28 CFR Part 42, Subpart C.

2. Section 504

SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall assist SUBRECIPIENT in determining measures necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order

11246 of September 24, 1965 (Equal Employment Opportunity, 30 FR 12319). The CITY shall provide Affirmative Action guidelines and directives to SUBRECIPIENT to assist in the formulation of such program. SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

SUBRECIPIENT shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, to the CITY, grantor agency, and the United States Government Accountability Office, US Department of Treasury's Office of Inspector General and the Pandemic Relief Accountability Committee for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

SUBRECIPIENT will include the provisions of Paragraphs A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

C. Employment Restrictions/ Labor Standards

SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. § 3141 et seq.), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. § 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3 and Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

D. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution as security for Project-related indebtedness (only) without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

E. Subcontracts

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in, incorporated by reference and made a part of any subcontract executed in the performance of this Agreement.

SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis utilizing the procurement requirements of the CITY

and those prescribed by ARPA, if any. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

F. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

G. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 2 CFR § 200.112 and 2 CFR § 200.318, which include (but are not limited to) the following:

- a. SUBRECIPIENT 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.
- b. No employee, officer or agent of SUBRECIPIENT 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.
- c. No covered persons 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 (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, SUBRECIPIENT, or any designated public agency.

H. Lobbying

SUBRECIPIENT hereby certifies that:

- a. No Federal Program Funds have been paid or will be paid, by or on behalf of it, 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;
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and
- d. Lobbying Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty as set forth therein.

I. Copyright/Trademark

If this Agreement results in any copyrightable or trademarkable material or inventions, the CITY and/or grantor agency reserves the right to 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.

ARTICLE VIII: ENVIRONMENTAL CONDITIONS

A. Compliance

SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. § 7401 et seq.;
2. Federal Water Pollution Control Act (Clean Water Act) as amended, 33 U.S.C. § 1251 et seq.; Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended; and
4. Any and all state, federal and local laws, rules and regulations regarding environmental conditions including but not limited to hazardous wastes or hazardous substances as defined in any such applicable statute and of any kind or nature.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ARTICLE IX: SUBSEQUENT CHANGES

The following types of changes require written approval from the CITY:

1. Substantial changes in the project work plan.
2. Changes in any budget line item that exceeds 10% or \$1,000.00, whichever is larger.
3. Any changes in the project or budget line item that results in an increase in the total project cost.

ARTICLE X: SAVINGS CLAUSE

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect. Notwithstanding the foregoing, where the Project cannot be completed as contemplated by this Agreement, the CITY shall have the option to terminate this Agreement with written notice to SUBRECIPIENT.

ARTICLE XI: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XII: WAIVER

The CITY's failure to act with respect to a breach by SUBRECIPIENT 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.

ARTICLE XIII: MERGER AND INTEGRATION CLAUSE

This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

ARTICLE IX: JURISDICTION

Jurisdiction and venue shall be in the New York Supreme Court for Oneida County located in Utica, New York.

***** Signature Page to Follow *****

IN WITNESS WHEREOF, the City of Utica and the Utica Civic Development Corporation have entered into this Agreement as of the date first written below and are bound by all attachments and schedules which are a part hereof.

Michael P. Galime, Mayor
City of Utica

Date

Vincent Gilroy, Jr.
Utica Civic Development Corporation

Date

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

On this ____ day of December 2024 before me personally came **Michael P. Galime**, to me known to be the person who executed the foregoing instrument; and who, being duly sworn by me, did depose and say that he is the **Mayor of the City of Utica**, that he had the authority to sign the same and he acknowledged to me that he executed the same as the act and deed of the City for the uses and purposes therein mentioned.

Notary Public

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

On this ____ day of December 2024, before me personally came Vincent Gilroy, Jr., to me known to be the person who executed the foregoing instrument; and who, being duly sworn by me, did depose and say that he is the Chairman of the corporation of Utica Civic Development Corporation that he had the authority to sign the same and he acknowledged to me that he executed the same by like authority.

Notary Public