

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE**, a municipal corporation and a county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and **WESTCHESTER-ELLENVILLE HOSPITAL, INC.**, a domestic not-for-profit corporation, with principal offices at 10 Healthy Way, Ellenville, NY (the “Firm”), (each, a “Party;” together, the “Parties”).

RECITALS

WHEREAS, in the 2015 State of the County Address, the County Executive announced one million dollars in County funding to support various projects in the Village of Ellenville and Town of Wawarsing; and

WHEREAS, the majority of the Ellenville Million fund has been invested in the Ellenville community to achieve the goals of the fund; and

WHEREAS, each of the Ellenville Million categories or “buckets” have either been spent completely or have differing amount of funds remaining; and

WHEREAS, UCEDA, by and through its Department of Economic Development, desires to enter into an agreement for reimbursement of renovations being carried out on Ellenville Regional Hospital; and

WHEREAS, the UCEDA has agreed to contract with the Westchester-Ellenville Hospital, Inc., to do renovations on the building located at 10 Healthy Way, Ellenville, NY, in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the promises and covenants set forth below, the UCEDA and the Firm hereby agrees as follows:

ARTICLE 1 – SCOPE OF SERVICES

The Firm agrees to perform the services identified in “Schedule A,” the “Scope of Services” (hereinafter, the “Services”), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the UCEDA will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, signed by the Parties hereto.

ARTICLE 2 - TERM OF AGREEMENT

The Firm agrees to perform the Services **beginning December 15, 2019 and ending April 30, 2020.**

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the UCEDA agrees to compensate the Firm in accordance with “Schedule B, FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT” which is attached hereto and is hereby made a part of this Agreement.

A **not-to-exceed fee of ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00) DOLLARS** has been established for the Services to be rendered by the Firm. Costs in excess of the above-noted amount may not be incurred without the prior written authorization of the UCEDA, evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the Firm that the UCEDA shall not be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the UCEDA is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

ARTICLE 4 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the UCEDA. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Firm's personnel engaged in the performance of the same.

ARTICLE 5 - ASSIGNMENT

The Firm shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement.

ARTICLE 6 – SUBCONTRACTING

The Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the UCEDA and the Firm, including but not limited to the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the UCEDA; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the UCEDA and the Firm, shall create any contractual relation in law or equity, between the subcontractor and the UCEDA; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 8 of this Agreement between the UCEDA and the Firm.

Upon signing this Agreement, the Firm shall provide the UCEDA with the names and scopes of work of any and all subcontractors to be used in the performance of the Firm's obligations pursuant to this Agreement. Furthermore, upon request by the UCEDA, the Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Firm agrees that it is fully responsible to the UCEDA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 7 - PERFORMANCE

In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the UCEDA shall be relying upon the accuracy, competence, and completeness of the Firm's performance in using the results achieved by the Firm's performance of these Services. The Firm shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

ARTICLE 8 - CONFIDENTIALITY

For purposes of this Article:

- A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Firm from or through the UCEDA or any other person connected with the UCEDA, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

- B. The term “Firm” as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm’s offices. The UCEDA shall have the right, but not the obligation, to enter the Firm’s offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The UCEDA’s inspection, or its failure to inspect, shall not relieve the Firm of its responsibilities pursuant to this Article 8.

The Firm shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the UCEDA, without the prior written consent of the Board of Directors, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the UCEDA immediately upon its receipt of any request by anyone other than the UCEDA for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the UCEDA requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the UCEDA in obtaining a protective order or other appropriate remedy, unless and until the Board of Directors, upon consultation with UCEDA’s counsel, in writing, waives compliance with the provisions of this Article 8, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the UCEDA waives compliance with this Article 8 or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the UCEDA’s counsel, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

ARTICLE 9 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 8, including all copies thereof, is the exclusive property of the UCEDA regardless of whether or not it is delivered to the UCEDA. The Firm shall deliver Confidential Information and all copies thereof to the UCEDA upon request.
- B. To the extent that copies of Confidential Information are authorized by the UCEDA to be retained by the Firm, such information shall be retained in a secure location in the Firm’s office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the UCEDA’s direction.

ARTICLE 10 – INTENTIONALLY LEFT BLANK

ARTICLE 11 – PUBLICITY

The prior written approval of the UCEDA is required before the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Board of Directors which, unless otherwise agreed to in said written permission, will entitle the UCEDA to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

ARTICLE 12 - BOOKS AND RECORDS

The Firm agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 13 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The UCEDA, any New York State and/or Federal auditors, and any other persons duly authorized by the UCEDA, shall have full access and the right to examine any of said materials during said period.

ARTICLE 14 – AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the UCEDA. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the UCEDA, so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the UCEDA upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the UCEDA and/or other persons duly authorized by the UCEDA. Such audits may include examination and review of the source and application of all funds, whether from the UCEDA, private sources, or otherwise. The Firm shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 15 – NO DISCRIMINATION

As required by Article 16 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

ARTICLE 16 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule C", which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the UCEDA. The UCEDA shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Firm and not those of the UCEDA. Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the UCEDA for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 16. The provision of insurance by the Firm shall not in any way limit the Firm's liability under this Agreement.

At the time the Firm submits two (2) original executed copies of this Agreement, the Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the UCEDA, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the UCEDA (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the UCEDA, and (iii) the UCEDA shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Firm's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and

- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the UCEDA, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. Immediate notice shall be given to the UCEDA of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 17 - INDEMNIFICATION

The Firm agrees to defend, indemnify and hold harmless the UCEDA, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the UCEDA, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

UCEDA will defend at its expense, and indemnify the Firm with respect to any claims, actions, or proceedings arising out of representations, information, or materials supplied by UCEDA to the Firm, and approved by UCEDA for inclusion relative to the Services provided by the Firm, pursuant to this Agreement

ARTICLE 18 - RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the Firm's responsibility to correct, in a timely fashion and at the Firm's sole expense, any deficiencies in its Services resulting from the Firm's failure to act in accordance with the standards set forth in Article 7 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the UCEDA may elect to have others perform such corrections, and the UCEDA may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the UCEDA for such deficiencies, nor shall they constitute a waiver of the UCEDA's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 19 – FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm's financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm's sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the UCEDA and signed by the President of the UCEDA, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the President of the UCEDA promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the President of the UCEDA. In no event shall the UCEDA be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 20 - TERMINATION

The Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon termination, the Firm will turn over all files, lists, or other work product requested by the UCEDA, provided that all Services performed by the Firm have been invoiced and said invoices have been paid in full.

ARTICLE 21 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Board of Directors after consultation with the UCEDA's counsel, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 22 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The Firm shall render all Services under this Agreement in accordance with applicable provisions of all Federal, State, and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 23 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the UCEDA unless such waiver is explicitly given in writing by the President of the UCEDA. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the President of the UCEDA.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 23 - GENERAL RELEASE

Acceptance by the Firm or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the UCEDA from any and all claims of the Firm arising out of the performance of this Agreement.

ARTICLE 24 – INTENTIONALLY LEFT BLANK

ARTICLE 25 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the UCEDA, for or on account of any act or omission in connection with this Agreement.

ARTICLE 26 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 27 - SURVIVING OBLIGATIONS

The Firm's obligations, and those of the Firm's employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Performance), Article 8 (Confidentiality), Article 9 (Ownership of Confidential Information), Article 11 (Publicity), Article 13 (Retention of Records), Article 17 (Indemnification), and Article 18 (Responsibility to Correct Deficiencies), shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 28 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this

Agreement, notices shall be effective when received. Notice addresses are as follows:

Firm:

Westchester-Ellenville Hospital, INC
Attention: Steven L. Kelley
10 Healthy Way
Ellenville, New York 12428

UCEDA:

Ulster County Economic Development Alliance
Attention: Lisa Berger
244 Fair Street
Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by the Parties at the addresses set forth herein, or such other addresses as may have been specified in writing by one Party to the other Party.

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 29 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the Scope of Services, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the President of the UCEDA, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 30 - HEADINGS AND DEFINED TERMS

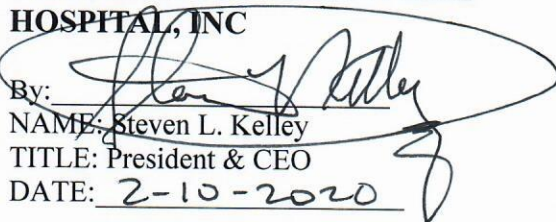
The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC

By: _____
NAME: Sarah Haley
TITLE: Board Chair
DATE: _____

WESTCHESTER-ELLENVILLE HOSPITAL, INC

By: 
NAME: Steven L. Kelley
TITLE: President & CEO
DATE: 2-10-2020

SCHEDULE A
SCOPE OF SERVICES

1. The Firm shall convert approximately 1,350 square feet of the existing records retention space in the Ellenville Regional Hospital into five (5) different offices, open meeting room with seven (7) work stations, and two (2) bathrooms (the "Services").
2. The Firm shall hire independent contractors to perform the Services.
3. The Services shall be performed at Ellenville Regional Hospital located at 10 Healthy Way, Ellenville, New York 12428.
4. The Firm shall complete the Services by April 30, 2020.
5. After the Services are completed, the Firm shall hire more full-time staff in order to improve the quality of healthcare services that they provide.
6. The Firm shall deliver a report on the final work to the Ulster County Economic Development Alliance located at 244 Fair Street, Kingston, New York, 12401 on April 30, 2020.

SCHEDULE B
FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

1. The Firm's fee for Services shall not exceed the amount of **ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00) DOLLARS** for the Term of this Agreement.
2. The Firm shall invoice the Ulster County Economic Development Alliance on a monthly basis for the Services provided.
3. The Firm's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the county, to verify the claim.
4. In no event shall claims be submitted in advance or accrued prior to expenditure.
5. The Firm's final invoice under this Agreement shall be submitted by June 30, 2020.
6. The UCEDA shall remit payment to the Firm within sixty (60) days of approval of the invoice by the Ulster County Economic Development Alliance.
7. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Firm's invoices, together with all documentation required, must be promptly and timely submitted. The UCEDA reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
8. The Firm agrees to meet any additional invoicing requirements that the UCEDA may from time to time require, with reasonable notice to the Firm.

SCHEDULE C
UCEDA STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the UCEDA Board of Directors, strict adherence to this schedule is required. Any deviation without prior authorization from the UCEDA Board of Directors will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the UCEDA.

CERTIFICATES OF INSURANCE

The Firm shall file with UCEDA, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. “Certificate Holder” shall be the Ulster County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York 12402-1800.

If the Firm’s insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the UCEDA shall be provided with a new certificate indicating the replacement policy information as requested above. The UCEDA requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS’ COMPENSATION AND DISABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, Workers’ Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the UCEDA.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. “ACORD” forms are not acceptable proof of WC and/or DB Insurance.

WORKERS’ COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact its insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” or
- Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund or
- Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured or

- Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group or
- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact its insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

COMMERCIAL GENERAL LIABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the UCEDA from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the UCEDA, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **FOUR MILLION AND 00/100 (\$4,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- Coverage shall be written on Commercial General Liability form.
- Coverage shall include:
 - Contractual Liability
 - Independent Contractors
 - Products and Completed Operations
- “Additional Insured” status shall be granted to “ULSTER County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

Ulster County Economic Development Alliance

Ellenville Million Status

As of April 30, 2020

	Allocation	Spent to Date	Committed via Contract	Reserved/ Contract Expired	Unallocated	
Water/Sewer	45,000.00	30,000.00	-	-	15,000.00	
Jump Start	125,000.00	73,020.00	-	-	51,980.00	
Outdoor Recreation	174,600.00	78,443.39	-	64,301.31	31,855.30	- Under contract with Town of Wawarsing for Pavilion Project (\$64,301.31 - CONTRACT EXPIRED 11/30/19 - work completed 2/2020 & all documents submitted - need contract extension); - Under contract with Town of Wawarsing for O&W Rail Trail (\$31,855.30 remaining - CONTRACT EXPIRED 12/31/19)
Main Street Improvements	50,000.00	22,450.00	-	-	27,550.00	
Project Management	48,900.00	48,800.00	-	-	100.00	
High Speed Internet	75,000.00	24,000.00	39,000.00	12,000.00	-	- Under contract with Evolving Media (\$12,000.00 remaining - CONTRACT EXPIRED 6/30/19) - work performed 7/2019; - Under contract with Evolving Media for implementation of wireless network (\$39,000.00) - expires 7/1/2020
Tourism/Marketing	151,500.00	150,000.00	-	-	1,500.00	
Vocational Training	50,000.00	40,892.00	7,734.00	-	1,374.00	- Under contract with Ellenville First Aid & Rescue (\$7,734) - contract expires 6/1/2020
Grant Matching	105,000.00	62,813.00	-	10,874.00	31,313.00	- Under contract with Town of Wawarsing for Colony Farm Feasibility Study (\$10,874.00 - CONTRACT EXPIRED 12/31/18) - missing one piece of documentation - payment still valid; - Under contract with Village of Ellenville for D&H Heritage Trail (\$15,000.00 - CONTRACT EXPIRED 12/31/19)
Hunt Memorial	100,000.00	100,000.00	-	-	-	
Shadowlands	75,000.00	75,000.00	-	-	-	
TOTALS	1,000,000.00	705,418.39	46,734.00	87,175.31	160,672.30	

2016	218,870.00	
2017	166,834.40	
2018	206,854.79	
2019	<u>123,733.20</u>	
	716,292.39	
	(10,874.00)	Town of Wawarsing Colony Farm Feasibility Study
	705,418.39	



REGIONAL ENTREPRENEUR SUPPORT PROGRAM & OPERATIONAL NEEDS DATABASE (RESPOND)

Ulster County Small Business Advisory Initiative

Region: Ulster County

Duration: May 2020 to December 2020

Focus: Entrepreneurs, Small Business Owners, M/WBEs

Prepared for: Evelyn Wright & Lisa Berger

Ulster County, Office of Economic Development

Prepared by: Danny Potocki & Johnny LeHane

Hudson Valley Center for Innovation dba Accel7, ESD Certified Business Incubator

This information has been prepared with the understanding that all parties are operating under the agreement to not disclose ideas, information and/or content presented in this document, and/or supporting documents and materials and/or virtual and in-person communication, without expressed verbal and written consent by both participating parties, pertaining to the idea, concept, formation, registration and distribution and/or other forms of development of the project.

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01 PROJECT ACTIVITIES, RESULTS & IMPLEMENTATION

01.1 Project Activities

Ulster County RESPOND will **facilitate capacity building** with entrepreneurs and small business owners (and teams) during the COVID19 pandemic by providing strategy support coaching.

Specifically, entrepreneurs and owners will receive guidance, coaching, and advisory to support the **development of a Business Roadmap** focused on taking actions to implement strategy and operations decisions in the COVID19 pandemic (and beyond).

RESPOND will be driven by three main project activities, including:

- Community Education Webinars, available to all businesses in Ulster County;
- Industry Diagnostic Seminars, held in small groups of businesses per industry/sector;
- Company Deep Dives, scheduled with companies based on qualification for support.

RESPOND will facilitate activities in the following way(s):

01 Community Webinars

- Assess survey data in coordination with Ulster County to plan sessions;
- Invite businesses to attend a series of Community Webinars;
- Survey participants who attend a Community Webinar(s).

02 Industry Diagnostic Seminars

- Assess survey data in coordination with Ulster County to plan small groups;
- Collaborate promotion with regional stakeholders (e.g. Rondout Valley Growers Association, Farm Bridge, and HVH for farmers);
- Invite businesses per industry/sector to attend a Company Diagnostic group seminar;
- Survey participants who attend a Company Diagnostic seminar.

03 Company Deep Dives

- Assess survey data in coordination with Ulster County to assess who qualifies for Deep Dive Sessions;
- Survey qualified businesses to prepare information for the Deep Dive session;
- Schedule Deep Dives to focus on the core need identified by the business and RESPOND;
- Survey participants for a lifecycle of either 12-weeks or 24-weeks, to collect data.

The RESPOND team will work with Ulster County to develop and improve the qualification process, as needed.

Community Webinars (Topic Specific)

Entrepreneurs, businesses, and other participants across the community, will receive guidance and insights from a subject matter expert(s) and professional service provider(s) in a series of seminars and webinars, with a focus on building resiliency in COVID19 and beyond. The sessions will be curated to educate businesses on best practices for strategy and operations in a challenging business climate, and encourage peer learning, networking, and community development. Accel7 will leverage partnerships to deliver education and training, and provide access to business tools for all participants and the community.

Education: RESPOND can serve up to 300 participants each session

Accel7 has and is planning on hosting a webinar on COVID19 business continuity and resiliency at least once per week over the course of six months, including but not limited to the following sessions:

- Your Why in a COVID19 Economy
- Market Research for Post COVID19
- Renegotiating Contracts in CO VID19
- Human Resources in the COVID19 Crisis
- Budgeting & Projections in 2020 and Beyond
- Researching & Tracking Your Path to Money
- Risk Management Operational Guidance
- Assessing Your Company's Financial Health
- Growth Mindset in COVID19
- Relationship Management in Today's Economy
- Converting Customers in our Economy
- Assessing KPIs for Your Business
- Key Tools for Managing Your Brand
- Self Care in the Post COVID19 Economy

Accel7 is planning on hosting a webinar on business functions and business planning, in addition to the COVID19-focused webinars, routinely throughout the project duration. Topics include, but are not limited to:

- Customer Journey Mapping
- Jobs To Be Done Methods
- Customer design
- Product Ideation & Prototyping
- Design Thinking Your Business
- Go To Market Formation
- Total Addressable Market
- Sales & Revenue Pipelining
- Launch Obtainable Strategy
- Operations Tempo for Your Team

Industry Diagnostic Seminars (Sector Specific)

Business owners (and teammates, if best) will be grouped per industry and sector, and invited to participate in a strategy session with a mentor(s) and/or subject matter expert(s) to assess business strategy and operations and identify methods for survival and/or growth. Businesses and mentor(s) will be supported by survey data and business tools.

Objective: Implement a method to support the development of their Business Roadmap.

Diagnostics: RESPOND can serve 5-15 companies per seminar.

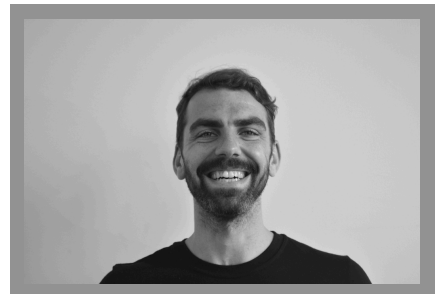
RESPOND will enable Ulster County businesses across a range of strategic and operational functions and mission sets, aligned with industry-proven expertise focused on enabling entrepreneurs, small business owners, teammates, and other professionals to take action on developing their Business Roadmap.

RESPOND will curate Company Diagnostic Seminars by pairing strategy and industry/sector experts.

For example, Johnny LeHane from the Hudson Valley Startup Fund (HVSF) can cover business strategy and financials, and Nels Leader from Bread Alone can cover the *dynamics of the restaurant industry* in the COVID19 landscape.



+



Johnny LeHane (left); Nels Leader (above)

Company Deep Dives (Company Specific)

Business owners (and teammates, if best) who qualify will meet with a mentor(s) review business status, functions, and operational challenges. Businesses and mentor(s) will be supported by survey data, business materials, and business tools. The mentor will followup to ensure action is taken, based on the strategies developed in the meeting.

Objective: Draft a Business Roadmap to identify and take action on survival and/or growth.

Deep Dives: RESPOND will serve 60 companies in 6 months.

In total, RESPOND will enable Ulster County to support at least 105+ companies through Community Webinars, Company Diagnostic Seminars, and Deep Dives in six (6) months.

Qualification Method: Company Deep Dives

RESPOND will work with Ulster County to qualify businesses for Company Deep Dives, in alignment with CDC Guidelines and New York State guidance on Priority Industries for Re-Opening in accordance with "Regional Guidelines for Re-Opening New York."

CDC Guidelines

Regions must experience a 14-day decline in hospitalizations and deaths on a 3-day rolling average. Regions with few COVID cases cannot exceed 15 new total cases or 5 new deaths on a 3-day rolling average. A region must have fewer than two new COVID patients admitted per 100,000 residents per day.

NYS Priority Industries for Re-Opening

Ulster County can prioritize qualification in alignment with the Regional Guidelines for Re-Opening New York.

Phase One

- Construction
- Manufacturing and wholesale supply chain
- Select retail using curbside pickup only

Phase Three

- Restaurants and food service
- Hotels and accommodations

Phase Two

- Professional services
- Finance and insurance
- Retail
- Administrative support
- Real estate and rental leasing

Phase Four

- Arts, entertainment and recreation
- Education

Current Ulster County data, collected from surveys, will help decision makers align with priority industries.

INDUSTRY		Count 31		Sum 386939			
Construction, Skilled Trades, and Manufactu...							
51	housepainting	Construction, Skilled Tr...	Sangi	kingston	Kingston	12401	More than 5 years Under \$100,000
	Gaucher Properties, LLC	Construction, Skilled Tr...	Pamela Gaucher	P O Box 625,	Stone Ridge	12484	More than 5 years \$100,000-\$249,000
53	CLIFFHOUND LLC	Construction, Skilled Tr...	Robert T O'Brien	P.O. Box 1239	New Paltz	12561	1-3 years Under \$100,000
54	Hudson valley tile installation	Construction, Skilled Tr...	Charlie Schikowitz	57 Henry st	Kingston	12401	More than 5 years \$100,000-\$249,000
55	Stone Ridge Landscapes	Construction, Skilled Tr...	Ricardo Castro	2374 Lucas TPKE	High Falls	12440	1-3 years \$250,000-\$499,000
56	Bart Hill Tree Service	Construction, Skilled Tr...	Joseph M Gambino	3524	Saugerties	12477	More than 5 years
57	Gerhard's Home Service	Construction, Skilled Tr...	Gerhard Werni	12 Old Tschirkey rd	New Paltz	12561	More than 5 years Under \$100,000
58	Aldo's Automotive Precision Machine	Construction, Skilled Tr...	Aldo Santini	3260 Route 9 W	Highland	12528	More than 5 years \$100,000-\$249,000
59	Springboard Inc.	Construction, Skilled Tr...	Eeo Stubblefield	300 Van Dale Rd. West Hurley NY 12491	West Hurley	12491	More than 5 years
60	Heckerroth plumbing and heating	Construction, Skilled Tr...	James jacobini	10 lumens lane	Highland	12528	More than 5 years \$1-5 million
61	T&B Contracting	Construction, Skilled Tr...	Robert Brooks	638 rt 212	Saugerties	12477	Less than one year Under \$100,000
62	Dolphin Plumbing Inc	Construction, Skilled Tr...	Jill Ziccardi	PO Box 753	Highland	12528	More than 5 years
63	Bobby Benjamin Plumbing	Construction, Skilled Tr...	Robert Benjamin	128A W Pierpont St	Kingston	12401	1-3 years \$100,000-\$249,000
64	A clear view window cleaning	Construction, Skilled Tr...	Robert k o r o t k y	16 Rock City Road Woodstock New York	Woodstock	12498	3-5 years Don't Know
65	RSD drywall and painting	Construction, Skilled Tr...	Terrance Meyer	14 Tillson Avenue	Highland	12528	1-3 years Under \$100,000

RESPOND Energy, Expertise & Experience

RESPOND is positioned to leverage entrepreneurial mindset, entrepreneurial wellness, industry best practices, strategic insight practices, operational business functions and financial and investor experience with startup founders, small business owners, nonprofit and community organizations, city, county, and state government stakeholders, and corporate innovation and development teams.

Story

Subject Matter Experts

Understand journey and improve content and delivery for growth.

Assess: Your Why; Bio; Sales/Pitch Deck

Customer

Subject Matter Experts

Assess Jobs To Be Done (JTBD) to better service customer.

Assess: Interviews; Target Profile(s)

Product

Strategy Development Team

Discover first or updated product capability based on users and customers.

Assess: Product or service roadmap

Market

Analyst Team and experts

Build business units economic (BUE) and define next launch strategy.

Assess: Launch Obtainable Market (LOM)

Mindset

Business Coach

Assess communication and execution structures for company team.

Assess: Operational Workflow(s)

Pipeline

Lead Generation Lead and team

Assess persona(s) and business development prospective business.

Assess: Lead Generation opportunities

Marketing

Subject Matter Expert

Assess methods to support social and inbound campaigns.

Assess: Media Roadmap

Branding

Subject Matter Expert

Depending on needs, assess archetype, logo, templates, and decks.

Assess: Asset Package (i.e. decks)

Health

Subject Matter Expert

Share resources on how to power-up and not lose power during growth.

Assess: Implement nutritional practices

Fundraising

Head of Growth & Strategy

Assess due diligence, and start (or keep) tracking the investment roadmap.

Assess: Pro Forma; Deck; Connections

Google Ecosystem

Accel7 will provide free and open access to the RESPOND Resource Base in Google Documents to the entrepreneur, small business, education, art/creative, government, and larger community. This resource includes documentation, assessments, guidance, and other important information relating to COVID19 and business tools for continuity and resiliency.

01.2 Data & Research Approach

RESPOND will provide Ulster County with insights on the “ground truth” - what is happening with entrepreneurs and business owners on the ground across the towns and cities. This information will support Ulster County’s strategic development initiatives relating to COVID19, economic development, and other programs and/or functions, including but not limited to, for example, the Ulster County 2040 Committee.

In sum, data and information will be collected in the following ways:

- information sharing from Ulster County to Accel7
- pre-session survey, prior to Assessment Sessions
- post-session survey, after completion of Assessment Sessions
- pre-session survey, prior to Office Hours
- post-session survey, after completion of Office Hours
- post-session survey, after completion of Community Seminar/Webinar
- 3-6 month survey, after completion of Assessment Session and/or Office Hours

Inquiry Database

Accel7 will work with Ulster County to receive and assess inquiries from entrepreneurs and small business owners. Together, we will develop a set of surveys to send to entrepreneurs, business owners, mentors, and other participants and stakeholders to collect and analyze data. Accel7 will coordinate with the Chamber of Commerce on needs assessments.

15Five Status Syncs

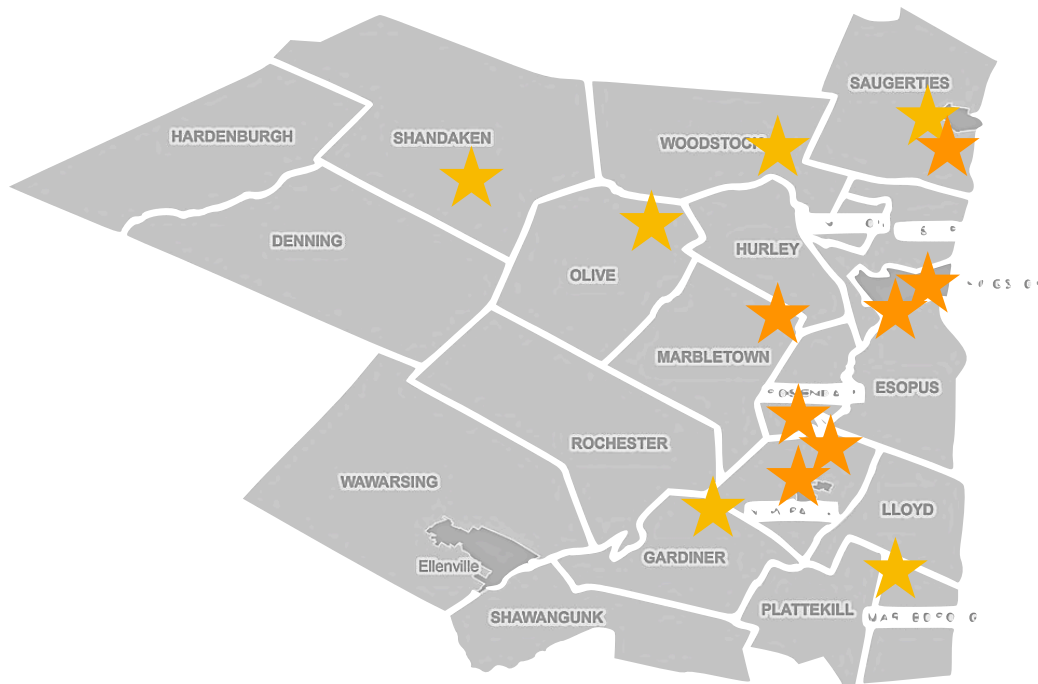
Accel7 will require a percentage of participants to complete 15Five assessments on a 4-week, 12-week, or 24-week lifecycle, to gather data on their business journey throughout the duration of the RESPOND program. This will enable Ulster County to gain feedback, learn in near-real-time while delivering the program, adapt and adjust our approach, and analyze trends and markers in our local region, as well as identify “ground truth.”

Airtable Analysis

Accel7 will merge data on participants and evaluations in one centralized repository in Airtable in order to provide a Common Operating Picture for the RESPOND program. Given that the Mid Hudson Region currently has disparate data on entrepreneurs, small businesses, and small operating community-based and nonprofit entities, RESPOND will enable the region to build a more robust understanding of what is happening on the ground. This is essential for understanding the Ulster County business environment.

Research Summaries & Reports

Accel7 will collaborate with Hudson Valley Pattern for Progress to author summary analysis and a series of focused reports on the RESPOND program in Ulster County.



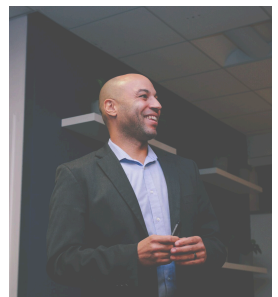
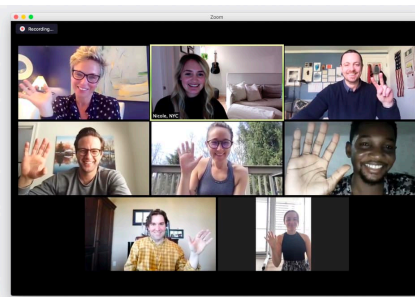
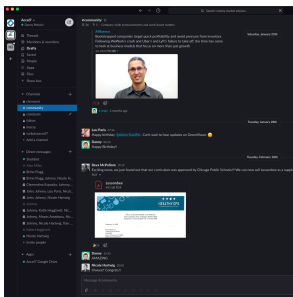
Interest in restaurants is down 64%. Nightlife on main streets is down 81%. Gyms and similar businesses are down 73%. Salons and family services are down 83%. Local businesses are being hit the hardest, without knowing when, or if, they will be able to open.

Yelp Press Release, April 2020 

RESPOND Community

Accel7 will open our existing Slack Community to all participants in the RESPOND program, and welcome all entrepreneurs in the Ulster County region, to join our digital conversations.

This will enable startup founders, small business owners, nonprofit leaders, government association leaders, business executives, decision makers, thought leaders, consultants, service professionals (i.e. accounting, legal, insurance), subject matter experts, investors, students, faculty, and other professionals to share information in real-time and access mindset and talent across our distributed region in a centralized way.



02 PROGRAM BUDGET & MANAGEMENT

02.1 Program Assistance

Accel7 requires grant assistance to cover operational expenses to perform duties and responsibilities relating to the following:

- Community Webinar Seminars
- Mentorship, including Industry Seminars and Deep Dives
- Research & Program Management
- Community Management

Accel7 will be contributing operational costs to cover a portion of overhead for some members of the Accel7 team across program functions.

RESPOND teammates will be contributing volunteer service time, up to two hours per mentor per week, in addition to the hours covered by the grant funds and administered by Accel7.

02.2 Program Budget

In sum, RESPOND will:

- **Host at least 24 Community Webinars** to educate and connect up to 300 participants per webinar, and collect “ground truth” data for analysis.
- **Host at least 20 Industry Diagnostic Seminars** with sector businesses to contribute to the development of a Business Roadmap and collect “ground truth” data for analysis.
- **Advise at least 60 companies through Deep Dives** to focus on a core need relating to strategy and operations in order to develop a Business Roadmap and collect “ground truth” data for analysis.
- Update and share the RESPOND Resource Base with the Ulster County small business and larger community, and create an active digital community through Slack Channels and other conversations.
- Model a centralized repository in Airtable in order to provide a Common Operating Picture for the RESPOND program.
- Analyze company and mentor (and program) data to author a summary report and/or regional analysis with Hudson Valley Pattern for Progress.

In order to provide high-quality and impactful services, the Ulster County RESPOND program requests the following budget, to be managed and executed with transparency and accountability throughout May 2020 to December 2020.

ULSTER COUNTY RESPOND BUDGET 2020			
CATEGORY	DESCRIPTION	GOAL	AMOUNT
Community & Mentorship Seminars & Deep Dives	Develop Business Roadmaps with business owners/teams	Community Seminars (up to 300 per session); Industry Seminars (5-15 per session); Deep Dives (60 businesses)	\$36,100
Research & Program Management	Collect survey data and analyze with research team and partners	Author reports, Common Operating Picture (COP)	\$7,500
Community Management	Mentor coordination, community engagement, and tech systems	RESPOND Resource Base and business tools	\$6,000
TOTALS			\$49,600 usd

ULSTER COUNTY RESPOND TIMELINE & TASKS			
TASK #	TASK ITEM	TASK DESCRIPTION	ANTICIPATED DATE OF COMPLETION
1	RESPOND Team Kickoff	Gather with team and review Master Plan	Monday, May 18, 2020
2	Mentor Lead(s) Onboarded	Project Manager trained and positioned as Lead Mentor	Friday, May 22, 2020
3	Integrate Technology Systems	Connect Google, Slack, Airtable (Forms), 15Five	Friday, June 05, 2020
4	Mentor Group Onboarded	Project Manager trains and positions Subject Matter Experts (SMEs) for mentoring sessions; coaches aligned with Community Webinar	Friday, June 12, 2020
5	Launch & Share RESPOND Resource Center	Provide open-source information and access to the Ulster County community and small business network(s)	Friday, June 12, 2020
6	Import and Analyze Surveys and Data	Project Manager work with RESPOND Research team to import, model, analyze, and assess data to inform planning for webinars, diagnostic sessions, and deep dive sessions	Friday, June 19; July 24; August 28; September 25; October 30; December 04; December 18
7	Schedule & Host RESPOND Webinars	Weekly with Subject Matter Expert(s) and/or coaches, on topics of need and/or interest	Weekly between Monday, June 15, 2020 to Friday, December 18, 2020
8	Plan & Host Industry Diagnostic Seminars	Scheduled in groups in coordination with Project Manager and Subject Matter Experts	Weekly between Monday, June 22, 2020 to Friday, December 18, 2020
9	Prepare & Execute Company Deep Dive Sessions	Scheduled with Project Manager / Lead Mentor and mentors, coaches, and subject matter experts, as needed	Weekly between Monday, July 06, 2020 to Friday, December 18, 2020
10	Author RESPOND Report(s)	Collaborate with Hudson Valley Pattern for Progress	July 2020; September 2020; December 2020
TOTAL TASKS: XX		PROJECT COMPLETION DATE:	Friday, December 18, 2020

ORGANIZATION INFORMATION

01.1 Mission & History

Accel7 is a registered **501(c)(3) tax-exempt nonprofit organization**, operating under a Doing Business As (dba) certificate of the Hudson Valley Center for Innovation, a company with 15+ years of entrepreneurship incubation and acceleration in the Mid-Hudson Region.



Accel7 was registered as a Doing Business As (dba) certificate of the Hudson Valley Center for Innovation (HVCFI) in November 2018, and has been conducting all business operations under this name and certification to date. HVCFI was founded in July 2005 and registered as a 501(c)(3) corporation with tax exemption in New York State. From 2011 to late 2018, HVCFI conducted its incubation and acceleration programs and services under the iCANny dba certificate, until the name was replaced with Accel7 in November 2018.

IDENTIFYING INFORMATION

LEGAL NAME	DBA	FEDERAL TAX ID	NYS VENDOR ID	CHARITIES NUMBER	NYS SENATE DISTRICT	NYS ASSEMBLY DISTRICT
Hudson Valley Center for Innovation, Inc.	Accel7	20-3579392	1100112836	40-39-00	35	93

From 2011 to 2014, HVCFI conducted business operations as an incubator and accelerator company based in the Hudson Valley, with offices in Kingston, NY (Ulster County), and New City, NY (Rockland County). In July 2014, HVCFI received Certified Business Incubator status from Empire State Development (ESD) through the New York State Certified Business Incubators and Innovation Hot Spots program operated by the New York State Division of Science, Technology & Innovation (NYSTAR).

Mid-Hudson | BioInc @NY Medical College

The region's only biotechnology incubator offers shared resources, turnkey wet lab space and sponsored professional services to promising, high-potential entrepreneurs and start-ups. BioInc@NYMC helps members achieve development and funding milestones.

Hudson Valley Center for Innovation | Accel7

Accel7 is the oldest, continuously operating business and tech accelerator serving the Hudson Valley between Westchester and Albany, focusing on building and launching Environmental, Social & Governance (ESG) solutions with early-stage entrepreneurs.

The Accelerator Powered by the Orange County IDA

Located at Stewart International Airport, with proximity to major interstates, this New Windsor incubator – powered by the Orange County Industrial Development Agency—focuses on bringing back manufacturing to the Mid-Hudson Valley.

**Certified Business Incubator status as specified on the Empire State Development website.*

Since 2014, HVCFI has been managing an annual program budget of \$195K in tax-payer funds through government partners, focused on designing, developing and delivering business acceleration services in the Mid-Hudson Region of New York State. For example, in April 2017, HVCFI was awarded a 5-year contract with ESD to continue providing business acceleration services in the Mid-Hudson Region as a CBI organization.

CONTRACT INFORMATION					
CONTRACTING AGENCY	PROGRAM AGENCY	PROGRAM TITLE	CONTRACT PERIOD	ANNUAL AMOUNT	TOTAL AMOUNT
Empire State Development	NYSTAR	NYS Certified Business Incubators & Hot Spots	04-01-2017 to 03-31-2022	\$125,000	\$625,000
City of New Rochelle	IDA	Downtown Business Acceleration Services	11-01-2019 to 10-31-2024	\$56,625	\$169,875
Think Dutchess Alliance for Business		Startup Arch Mentor Program	09-01-2019 to 06-30-2020	\$20,000 <i>(to date)</i>	\$25,000 <i>(to date)</i>

01.2 Geographic Service & Populations

Operating as a part of the HVCFI ecosystem, Accel7 exists to impact Hudson Valley entrepreneurs and promote a vigorous and growing regional economy, encourage business acceleration, investment and job creation, and support a diverse, prosperous local economy in the Mid Hudson region. The Accel7 team invests in, advises and operates alongside entrepreneurs to launch solutions in local, micro markets throughout seven counties in the Greater Hudson Valley region, including Westchester, Rockland, Putnam, Orange, Dutchess, Ulster, and Sullivan counties.

Accel7, in coordination with our partners in the region, continue to invest in, advise, coach, consult, and mentor early startup companies, small business owners operating as “Main Street” businesses, growth-stage technology and services businesses, and non-profit organizations. Specifically, Accel7 has serviced and continues to services businesses with \$0-10M in revenue, \$0-5M in fundraising, and 1-100 employees.

GROWTH IS OUR VOCATION.

Our business is small business.

To date, Accel7 has worked with 58% minority and/or women-owned businesses and/or founders who are building, launching, growing, and scaling their startup or small business in the Mid Hudson region. We are the go-to resource for entrepreneurs who want to tackle hard challenges. *Get action, as we say!*

While working closely with local businesses based in the Mid-Hudson Region, Accel7 has also attracted businesses from outside of the region, including NYC, DC, Detroit, LA, and Honolulu, as well as internationally-based companies from Africa, Middle East, UK, and Canada.

CODE OF CONDUCT

Across our Board of Directors, Management, and Partners, the A7 team operates with excellence.

Accel7 and Accel7 Startups, Partners and Clients will:

1. speak truthfully about Accel7 and the Hudson Valley Center for Innovation (HVCFI).
2. act in a friendly, approachable, and helpful manner.
3. maintain a well-groomed, polished appearance and dress appropriately.
4. be respectful and considerate of others during business operations and throughout the period of performance.

Accel7 and Accel7 Startups, Partners and Clients will not:

1. misrepresent Accel7 or make any claim about Accel7 and/or the Hudson Valley Center for Innovation (HVCFI) which is untrue.
2. bribe, intimidate, or otherwise coerce another person during business operations throughout the period of performance.
3. engage in disorderly conduct or any commit any offense involving disturbance of the public peace, lewd and indecent behaviors, including but not limited to aggressive, argumentative, quarrelsome, loud-mouthed, confrontational, threatening remarks or gestures, foul and/or abusive language.
4. engage in physical, verbal, graphic, electronic or written conduct based on another's race, ethnic origin, sex, gender, age, religion, disability or sexual orientation.
5. intentionally or recklessly cause physical or mental harm to any person or to yourself, and/or intentionally or recklessly causing reasonable apprehension of such harm.
6. engage in any consensual or non-consensual, intentional physical conduct of a sexual nature, including but not limited through the use of force, threat, physical intimidation, or advantage gained by another's mental or physical incapacity or impairment.
7. use online communities and electronic communications such as email, websites, and social networks for the purpose of harassing, threatening, or engaging in behaviors that ridicule, belittle or harm individuals or groups.
8. use, possess, sell, deliver, consume, or distribute any narcotic, drug, medicine prescribed to someone else, chemical compound or other controlled substance or drug-related paraphernalia.
9. use or possess any weapons, including handguns, firearms, knives, ammunition, fireworks, explosives, noxious materials, incendiary devices, or other dangerous substances, while working on business with the company during on-site, off-site and/or other locations.
10. promote or engage in any other discriminatory, violent, offensive, sexual, abusive or threatening behavior or other illegal or questionable activities.
11. commit or attempt to commit any local, state, or federal crime, including but not limited to those related to public intoxication and the provision of alcohol to minors.

CONFLICT OF INTEREST POLICY

02.1 Proposal Certification, Statement of Non-Collusion & Conflict of Interest

Accel7 is providing our Conflict of Interest Policy, without the signature section, to inform Think Dutchess of part of the process of how Accel7 will be working with partners, collaborators, including mentors, coaches, service providers and other subject matter experts, throughout the performance of the Arch Mentor program.

02.1.1 Section I. Purpose

The Hudson Valley Center for Innovation Inc., (HVCFI)(a/k/a iCANny) is a 501C3 nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of HVCFI as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between HVCFI and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of HVCFI honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of HVCFI. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with HVCFI or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

02.1.2 Section II. Persons Concerned

This statement is directed not only to directors and officers, but to all employees who can influence the actions of HVCFI. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning HVCFI.

02.1.3 Section III. Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

1. Persons and firms supplying goods and services to HVCFI.
2. Persons and firms from whom HVCFI leases property and equipment.
3. Persons and firms with whom HVCFI is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
4. Competing or affinity organizations.
5. Donors and others supporting HVCFI.
6. Agencies, organizations. and associations which affect the operations of HVCFI.

7. Family members, friends, and other employees.
8. Clients, members, advisors, mentors and professionals dealing with HVCFI.

02.1.4 Section IV. Nature of Conflicting Interest

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

1. Owning stock or holding debt or other proprietary interests in any third party dealing with HVCFI.
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with HVCFI.
3. Receiving remuneration for services with respect to individual transactions involving HVCFI.
4. Using HVCFI's time, personnel, equipment, supplies, or goodwill for other than HVCFI-approved activities, programs, and purposes.
5. Receiving personal gifts or loans from third parties dealing or competing with HVCFI. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

02.1.5 Section V. Interpretation of This Statement of Policy

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of HVCFI.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

02.1.6 Section VI. Disclosure Policy & Procedure

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

1. The conflicting interest is fully disclosed;
2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and

4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof].

The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to HVCFI. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of HVCFI and the advancement of its purpose.

WORKERS COMPENSATION

Accel7 will update our Worker's Compensation policy to name the required agency. Please see example of our policy, held with the New York State Insurance Fund (NYSIF), with one of our government partners, the City of New Rochelle, named as Certificate Holder.

 New York State Insurance Fund		WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411 nysif.com	
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE			
***** 203579392 THE HUDSON VALLEY CENTER FOR INNOVATION INC. 169 MAMARONECK AVE, 2ND FL, STE 12 WHITE PLAINS NY 10601		 SCAN TO VALIDATE AND SUBSCRIBE	
POLICYHOLDER THE HUDSON VALLEY CENTER FOR INNOVATION INC. 169 MAMARONECK AVE, 2ND FL, STE 12 WHITE PLAINS NY 10601		CERTIFICATE HOLDER CITY OF NEW ROCHELLE CITY OF NEW ROCHELLE CITY HALL 515 NORTH AVENUE NEW ROCHELLE NY 10801	
POLICY NUMBER W2328 734-5	CERTIFICATE NUMBER 198155	POLICY PERIOD 03/12/2019 TO 03/12/2020	DATE 8/21/2019
<p>THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2328 734-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.</p> <p>IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.</p> <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.</p>			
		<p>NEW YORK STATE INSURANCE FUND</p>  DIRECTOR, INSURANCE FUND UNDERWRITING	
VALIDATION NUMBER: 743501903			
U-26.3			

COMPANY INSURANCE

Accel7 will update our insurance policy to name the required agency. Please see example of our policy, held with Ulster Insurance Services, with one of our government partners, the City of New Rochelle, named as Certificate Holder.

ACORD		HUDSVAL-20		GYONNETTI	
		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/19/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Ulster Insurance Services, Inc. 180 Schwenk Drive Kingston, NY 12401		CONTACT NAME: Gail Yonnetti, CISR, CPIA PHONE (A/C, No, Ext): 3950 FAX (A/C, No): (845) 943-6962 E-MAIL ADDRESS: gyonnetti@ulstersavings.com			
INSURED The Hudson Valley Center for Innovation Inc dba Accel7 169 Mamaroneck Avenue, Suite 12 White Plains, NY 10601		INSURER(S) AFFORDING COVERAGE INSURER A : Twin City Fire Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #	
COVERAGES CERTIFICATE NUMBER: 1 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL INSO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			16SBAAB6871	8/19/2019 8/19/2020 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PO/AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			16SBAAB6871	8/19/2019 8/19/2020 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Proof of Insurance					
CERTIFICATE HOLDER City of New Rochelle City of New Rochelle City Hall 515 North Avenue New Rochelle, NY 10801				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Steven C. Madaleno</i>	
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