

## APPENDIX A – Draft Grant Disbursement Agreement

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

---

**NEW YORK STATE  
URBAN DEVELOPMENT  
CORPORATION d/b/a  
EMPIRE STATE DEVELOPMENT  
("ESD"):**

633 Third Avenue  
New York, NY 10017  
Contact: Martha Otero  
Phone: 212-803-3227  
E-mail: martha.otero@esd.ny.gov

---

**THE GRANTEE:**

«Orgn\_Name\_Client»  
«Street\_Address\_Client»  
«CitySTZip\_Client»  
Contact: «Contact\_Name\_Client», «Contact\_Title\_Client»  
Phone: «Phone\_Client»  
Fax: «Fax\_Client»  
E-mail: «Client\_email»  
Federal Taxpayer ID#: «Federal\_Tax\_ID»

---

**THE PROJECT:**

«Orgn\_Name\_Client»

**PROJECT NUMBER:**

«Project\_Number»

**GRANT AMOUNT:**

\$100,000

**FUNDING SOURCE:**

2021-2022 New York State Budget Aid to Localities COVID-19  
Pandemic Small Business Recovery Grant Program

---

**ESD APPROVAL DATE:**

March 17, 2021

**PROJECT EXPIRATION DATE:**

April 18, 2022

**CONTRACT EXPIRATION DATE:**

October 18, 2022

## TERMS AND CONDITIONS

### 1. The Project

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

### 2. Project Budget and Use of Funds

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

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

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

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

### 4. Disbursement

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

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

5. Non-Discrimination and Contractor & Supplier Diversity

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

6. No Liability of ESD

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

7. Responsibility Provisions

- (a) The Grantee shall at all times during the Agreement term remain responsible. The Grantee agrees, if requested by the President and Chief Executive Officer of ESD or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- (b) The President and Chief Executive Officer of ESD or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Grantee. In the event of such suspension, the Grantee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Grantee must comply with the terms of the suspension order. Activities under this Agreement may resume at such time as the President and Chief Executive Officer of ESD or his or her designee issues a written notice authorizing a resumption of performance under this Agreement.
- (c) Upon written notice to the Grantee, and a reasonable opportunity to be heard with appropriate ESD officials or staff, this Agreement may be terminated by the President and Chief Executive Officer of ESD or his or her designee at the Grantee's expense where the Grantee is determined by the President and Chief Executive Officer of ESD or his or her designee to be non-responsible. In such event, the President and Chief Executive Officer of ESD or his or her designee may complete the requirements of this Agreement in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

8. Representations, Warranties and Covenants

The Grantee represents, warrants and covenants that:

- (a) It has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) It is duly organized, validly existing and in good standing under the laws of the State of its organization, has full power and authority to own its assets and to conduct the activities in which

it is now engaged or proposed to be engaged and is duly qualified and in good standing under the laws of each other jurisdiction in which such qualification is required and shall maintain its existence in good standing in each such jurisdiction.

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

- (k) No materials, if any, purchased with the Grant will be used for any purpose other than the Project.
- (l) The Grantee shall report in writing to ESD any grants, commitments or funds received by the Grantee from any source, governmental or non-governmental, in connection with the carrying out of the Project, other than the grant of funds received under this Agreement. No part of the Grant will be applied to any expenses paid or payable from any other funding source.
- (m) The Grant shall not be used in any manner for any of the following purposes:
  - (i) Political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) Religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) Payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and
  - (iv) Payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (n) Any report or other product of the Grant, after approval of such product by ESD, shall contain the following acknowledgment:

"Funding provided by a grant from Empire State Development"
- (o) ESD may make reasonable use of any report or other product of the Grant upon notice to the Grantee.
- (p) Grantee is in compliance and shall continue to comply with Section 7 of this Agreement.

## 9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation or covenant of the Grantee contained herein to the reasonable satisfaction of ESD and within the time frames established therefore under this Agreement.

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

10. Term

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

11. Books and Records; Project Audit

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

12. Survival of Provisions

It is agreed that: (a) the provisions of Sections 4(d), 6, 8(g), (j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21 (except insofar as any of the aforesaid Sections have been waived in accordance with the terms of Exhibit I to this Agreement) shall survive the expiration or early termination of this Agreement; and (b) such expiration or early termination shall not serve to limit, alter or modify any of the Grantee's obligations or responsibilities under the aforesaid Sections, and/or ESD's rights under such Sections, referenced in subsection (a) of this Section 12 of this Agreement. It is further agreed, moreover, that notwithstanding the expiration or early termination of this Agreement, ESD shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement, including but not limited to the above referenced Sections 4(d), 6, 8(g),(j) and (p) and 9, 11, 12, 13, 14, 15, 16, 17, 20 and 21 of this Agreement, and the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted on ESD's behalf.

13. Notices

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

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

Empire State Development

Name: Martha Otero  
Title: Acting VP, Entrepreneur Development & Operations  
Address: 633 Third Avenue, 33rd Floor  
New York, NY 10017  
Telephone Number: 212-803-3227  
Facsimile Number: 212-803-3235  
E-Mail Address: martha.otero@esd.ny.gov

With a copy to:

Title: General Counsel  
Address: 633 Third Avenue, 37<sup>th</sup> Floor, New York, NY 10017  
Telephone Number: 212-803-3790  
Facsimile Number: 212-803-3775

«Orgn Name Client»

Name: «Contact\_Name\_Client»  
Title: «Contact\_Title\_Client»  
Address: «Street\_Address\_Client»

«CitySTZip\_Client»  
Telephone Number: «Phone\_Client»  
Facsimile Number: «Fax\_Client»  
E-Mail Address: «Client\_email»

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- (c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

14. No Assignment

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

15. No Waiver

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

16. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein. In the event of a conflict between the Directors' materials attached hereto as Exhibit A-1 and any other term or condition of this Agreement, then the term or condition of this Agreement shall govern.



18. Confidentiality of Information

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

19. Special Provisions

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

20. Litigation Costs

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

21. Waiver

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

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

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

\_\_\_\_\_  
(Signature) Pravina Raghavan, Executive Vice President, Division of Small Business & Technology Development

\_\_\_\_\_  
(Date)

GRANTEE: «Orgn\_Name\_Client»

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Date: \_\_\_\_\_

## **ESD GRANT DISBURSEMENT AGREEMENT**

### **EXHIBITS**

EXHIBIT A	Project Description
EXHIBIT A-1	Directors' Materials
EXHIBIT B	Report
EXHIBIT C	Consultant/Contractor/Vendor/Disclosure Statement
EXHIBIT D	Project Budget
EXHIBIT E	Opinion of Counsel
EXHIBIT F	Disbursement Terms
EXHIBIT G	Payment Requisition Form
EXHIBIT G-1	Payment Requisition Cover Letter
EXHIBIT G-2	Project Cost Documentation
EXHIBIT G-2A	Project Cost Summary for ESD-Eligible Expenses
EXHIBIT H	Non-Discrimination and Contractor & Supplier Diversity – Requirements and Procedures
EXHIBIT H-1	M/WBE Participation / Equal Opportunity Policy Statement
EXHIBIT I	Special Provisions

## EXHIBIT A: Project Description

«Orgn\_Name\_Client»  
Project «Project\_Number»

### TASKS and TIMELINE

ask #	Task Description	Anticipated Time Schedule
1.	Provide technical assistance in the form of one-on-one counseling and training to at least 300 businesses throughout the State.	May 19, 2021 – April 18, 2022
2.	Develop at least 12 webinars and workshops training on federal and state COVID-19 financial assistance programs and topics addressing and devising resiliency, retention, and operational challenges and strategies, financial record keeping and financial statement preparation, marketing, business diversification.	May 19, 2021 – April 18, 2022
4.	Assist with completing and packaging at least 175 funding applications.	May 19, 2021 – April 18, 2022
5.	Submit Monthly Statistical Reports (due 10 days after month ends).	May 19, 2021 – April 18, 2022
6.	Submit Quarterly Narrative Reports (due 30 days after quarter ends).	May 19, 2021 – April 18, 2022
7.	Submit Final Report	July 18, 2022
8.	Project Completion Date	April 18, 2022

**EXHIBIT A-1: Directors' Materials**

## EXHIBIT B: Report

«Orgn\_Name\_Client»  
Project «Project\_Number»

Interim reports for this project are required to be submitted:

1. Monthly Interim Statistical Progress Report.
2. Aggregate Quarterly Narrative Report.

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

If applicable, the draft final work product must be submitted for ESD review per Exhibit A. The work product does not take the place of the Final Report.

---

Date of report: _	Type of report: ( <i>circle one</i> )	Interim (#___)	Final
Amount of Grant:	Total Program Cost:	\$_____	
Project start date: _____	Project completion date:	_____	

Attach additional pages to answer the following questions:

- I. Describe the goals of the project.
- II. Describe the steps implemented to achieve those goals (to date).
- III. Describe specific results of the Project (to date).
- IV. Evaluate the Project's overall effectiveness (to date).
- V. Describe any challenges or unexpected events that arose in implementing the Project.
- VI. We would appreciate feedback regarding this ESD program. Please comment on any interactions you had with ESD before applying for funds, on the application and project approval process, on the payment reimbursement process, or on any other interactions with ESD related to the project. You may submit the answer with your report or under separate cover to: Grace Padmore, ESD, Loans & Grants Department Administrator,  
633 Third Avenue, New York, NY 10017

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

«Orgn\_Name\_Client»  
Project «Project\_Number»

Grantee must complete this form for each consultant, contractor or vendor it uses whose fee amounts to at least 10% of the total grant or \$500, whichever is less. Grantee must attach a contract for any consultant(s) and contractor(s) used.

---

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

I attest that (Consultant/Contractor/Vendor) \_\_\_\_\_ was chosen as a consultant/contractor/vendor on Project # \_\_\_\_\_ by the Grantee to (Describe Services) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I attest that (Consultant/Contractor/Vendor) \_\_\_\_\_ was chosen for its services/products through a process of (Describe method of selection, including efforts to involve Minority and/or Women-owned Business Enterprises, as defined in Exhibit H, and a description of any relationship between the grantee and the Consultant/Contractor/Vendor.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D: Project Budget**

«Orgn\_Name\_Client»  
Project «Project\_Number»

USES	Empire State Development
Salaries	\$
Fringe Benefits	
Consultants Fees	
Technical Assistance Costs (May include printing, copying, recruitment & program promotion, postage, telecommunications costs)	
<b>Total Project Costs:</b>	\$ -

ESTIMATED SALARY SCHEDULE

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

Full-Time Employees

A: Employee Name	B: Title	C: Gross Pay (Per Pay Period including Fringe Benefits)	D: Frequency (Weekly, Bi- weekly, Monthly)	Total Pay (column C*column D)
See Attached Sheet				
Total				

Part-Time Employees

A:Employee Name	B:Title	C:Hourly Wage	Frequency	Total
See Attached Sheet				
Total				



## ESD TRAVEL EXPENSE REIMBURSEMENT POLICY

REIMBURSEMENT FOR APPROVED TRAVEL MAY NOT EXCEED THE FOLLOWING LEVELS:

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

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

---

**EXHIBIT E: Opinion of Counsel [Required where grant exceeds \$100,000]**

[Letterhead of Counsel to the Grantee]

[Date]

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

Attention: Ms. Martha Otero

Re: Project «Project\_Number»

Ladies and Gentlemen:

We have acted as special counsel to the «Orgn\_Name\_Client»(the “Grantee”), in connection with the execution and delivery of the Grant Disbursement Agreement dated \_\_\_\_\_ (the “Agreement”) between New York State Urban Development Corporation d/b/a Empire State Development (“ESD”) and the Grantee.

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

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

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

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

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

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

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

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

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

Very truly yours,

## EXHIBIT F: Disbursement Terms

«Orgn\_Name\_Client»  
Project «Project\_Number»

Expenses must be incurred on or after May 19, 2021 to be considered eligible project costs.

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

### First 50%

Upon the execution of this Agreement by the Grantee and its delivery to ESD, and the satisfaction of the conditions set forth in Section 3 of the Agreement, ESD shall disburse to the Grantee a sum equal to fifty percent (50%) of the Total Grant Amount.

### Next 40%

All disbursements after the initial advance shall be for Eligible Expenses (as set forth and in accordance with the budget in Exhibit D and in compliance with Exhibit A-1) incurred by the Grantee. Requisitions for payment after the initial requisition must include supporting documentation\* in the form attached to this Agreement as Exhibit G and its attachments. In addition, the second requisition must include supporting documentation\* for the initial advance. ESD shall reimburse the Grantee, not more frequently than quarterly, for Eligible Expenses actually incurred by the Grantee, in compliance with this Agreement and upon presentation to ESD of a Payment Requisition Form together with such supporting documentation\* as ESD may require, in the form attached to this Agreement as Exhibit G and its attachments. The amount reimbursed by ESD in this manner will not exceed forty percent (40%) of the Grant.

### Last 10%

As stated in Section 4, paragraph (b) of this Agreement, the final ten percent (10%) of the Grant shall not be disbursed by ESD until all of the tasks and reports required have been completed to ESD's satisfaction.

Expenses must be incurred between May 19, 2021 and April 18, 2022 to be considered eligible project costs.

\*Supporting documentation must include copies of invoices as well as proof of payment (e.g. cancelled checks (both sides), bank statements, paid credit card statements, or other proof of payment).

Grantee must submit all documentation for the final disbursement of the Grant by no later than October 18, 2022.

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

**Wire Transfer Information:**

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

\*A letter from a financial officer of the organization certifying to the accuracy of the following information:

Bank Name: \_\_\_\_\_

ABA #: \_\_\_\_\_

Acct. Name: \_\_\_\_\_

Acct. #: \_\_\_\_\_

**EXHIBIT G: Payment Requisition Form**

«Orgn\_Name\_Client»  
Project «Project\_Number»

Payment Request # \_\_\_\_ for \$ \_\_\_\_\_ for work completed between \_\_\_\_ and \_\_\_\_ for Task(s) # \_\_\_\_\_.

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

**THIS REQUEST**

USES	A: ESD SHARE	B: ESD APPROVED REVISIONS	C: THIS REQUEST	D: TOTAL REQUESTED TO DATE	E: A-C-D BALANCE
Salaries					0
Fringes					0
Consultant Fees					0
Technical Assistance Costs					0
					0
					0
<b>TOTAL</b>	\$0				0
(10 % Retainage)	0				

**FUNDING STATUS**

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

**CERTIFICATION**

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

- 1) To the best of my knowledge, information and belief, the expenditures for which Research Foundation for the State of New York on behalf of NYS SBDC Network is seeking payment and/or reimbursement comply with the requirements of the Agreement between ESD and Research Foundation for the State of New York on behalf of NYS SBDC Network, are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from ESD does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2) I have the authority to submit this invoice on behalf of the Research Foundation for the State of New York on behalf of NYS SBDC Network. The tasks have been completed in the manner outlined in the Agreement.
- 3) I hereby attach the following documents for ESD approval, in support of this requisition:
  - \_\_\_ Exhibit B: Interim / Quarterly Report -or-
  - \_\_\_ Exhibit B: Final report indicating project completion date and what was accomplished with grant funds
  - \_\_\_ Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
  - \_\_\_ Exhibit G-2: Project Cost Documentation (– [Invoices/receipts for Eligible Expense goods/services with Back-up Summary ])
- 4) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to ESD, from the date of submission of the Application to the date hereof.

- 5) The Grantee has acted responsibly from the date of submission of the Application to the date hereof in full compliance with the terms and conditions of Section 7 of the Agreement.
- 6) Representations, Warranties and Covenants made in Section 8 of the Agreement are still true, complete and accurate, unless waived in Exhibit I of the Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT G-1: Payment Requisition Cover Letter Form**

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

Date

Ms. Martha Otero  
Empire State Development  
633 Third Avenue  
New York, New York 10017

RE: «Orgn\_Name\_Client», Project «Project\_Number»

Dear Ms. Otero:

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

1. Completed Exhibit B: Interim/Quarterly/Final Report
2. Final Work Product, if applicable
3. Completed Exhibit C: Consultant/Contractor/Vendor Disclosure Statement including contracts as applicable
4. Completed Exhibit G: Payment Requisition Form
5. Project Cost Documentation – Completed Exhibit G-2 – Payment Requisition Back-up Summary, including supporting documentation and invoices

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

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures



**EXHIBIT G-2: Payment Requisition Back-up Summary**

«Orgn\_Name\_Client»  
Project «Project\_Number»

**Submit copies of back-up, including invoices and proof of payment.**

Expenses must be incurred after this GDA's execution date to be considered eligible project costs.

Budget Category: Salaries

INVOICE	REFERENCE # (ALSO NOTE ON INVOICE)	REQUESTED ESD AMOUNT	COMMENT
TOTAL Request in Category:			(Transfer to Exhibit G)

Budget Category: Fringes

INVOICE	REFERENCE # (ALSO NOTE ON INVOICE)	REQUESTED ESD AMOUNT	COMMENT
TOTAL Request in Category:			(Transfer to Exhibit G)

Budget Category: Consultant Fees

INVOICE	REFERENCE # (ALSO NOTE ON INVOICE)	REQUESTED ESD AMOUNT	COMMENT
TOTAL Request in Category:			(Transfer to Exhibit G)

Budget Category: Technical Assistance Costs

INVOICE	REFERENCE # (ALSO NOTE ON INVOICE)	REQUESTED ESD AMOUNT	COMMENT
TOTAL Request in Category:			(Transfer to Exhibit G)

**Exhibit G-2(A): Project Cost Summary for ESD-Eligible Expenses\***

«Orgn\_Name\_Client»  
Project «Project\_Number»

Item # *	Check #	\$ Amount	Invoice date	Vendor Name	Description of Item or Service
TOTAL:					

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**\* Eligible Expenses – list only the costs to be reimbursed by ESD. Clearly indicate item numbers on any supporting documentation such as cancelled checks, bank statements and invoices. Use additional copies of form as necessary.**

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

**I. General Provisions**

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

**II. Contract Goals**

- A. For purposes of this Contract, the ESD hereby establishes an overall goal of \_\_ for Minority and Women-Owned Business Enterprises (“MWBE”) participation, \_\_ for Minority-Owned Business Enterprises (“MBE”) participation and \_\_ for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Recipient should reference the directory of New York State Certified MWBEs found at the following internet address:  

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

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

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

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

comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Recipient shall be liable to the ESD for liquidated or other appropriate damages, as set forth herein.

**III. Equal Employment Opportunity (EEO)**

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

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

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

**C. Staffing Plan**

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

**D. Work Force Employment Utilization Report ("Workforce Report")**

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

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

**IV. MWBE Utilization Plan**

- A. The Recipient represents and warrants that Recipient has submitted an MWBE Utilization Plan (EXHIBIT H-4) either prior to, or at the time of, the execution of the Contract.
- B. Recipient agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Exhibit.
- C. Recipient further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, ESD shall be entitled to any remedy provided herein, including but not limited to, a finding of Recipient non-responsiveness.

**V. Waivers**

- A. For Waiver Requests Recipient should use the Waiver Request Form.
- B. If the Recipient, after making good faith efforts, is unable to comply with MWBE goals, the Recipient may submit a Request for Waiver form documenting good faith efforts by the Recipient to meet such goals. If the documentation included with the waiver request is complete, the ESD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the ESD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Recipient is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the ESD may issue a notice of deficiency to the Recipient. The Recipient must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**VI. Quarterly MWBE Contractor Compliance Report**

Recipient is required to submit a Quarterly MWBE Contractor Compliance and Payment Report (EXHIBIT H-6) to the ESD by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

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

**VII. Liquidated Damages/Recapture - MWBE Participation**

- A. Where ESD determines that Recipient is not in compliance with the requirements of the Contract and Recipient refuses to comply with such requirements, or if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals, Recipient shall be obligated to pay to the ESD liquidated damages or be subject to recapture of grant proceeds (“Recapture”).
- B. Such liquidated damages or Recapture shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Recipient achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages (and such identified sums have not been withheld by the ESD) or Recapture, Recipient shall pay such liquidated damages or Recapture to the ESD within sixty (60) days after they are assessed by the ESD unless prior to the expiration of such sixtieth day, the Recipient has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages or Recapture shall be payable if Director renders a decision in favor of the ESD.



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

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

**EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)**

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

Agreed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Minority Business Enterprise Liaison**

\_\_\_\_\_ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

## **EXHIBIT I: Special Provisions**

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