

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: **SLLDC Agreement**

DATE: 4-10-2023

DEPT OF ORIGIN: Village Manager

BILL # 43-2023

DATE SUBMITTED: 4-5-2023

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED
\$80000

AMOUNT
BUDGETED
\$80,000

APPROPRIATION
REQUIRED:

Resolution to authorize agreement Saranac Lake Local Development Corporation (SLLDC)

MOTION TO TABLE

MOVED BY: Scollin SECONDED BY: Shapiro

VOTE ON ROLL CALL: TO TABLE

MAYOR WILLIAMS	<u>yes</u>
TRUSTEE BRUNETTE	<u>absent</u>
TRUSTEE CATILLAZ	<u>yes</u>
TRUSTEE SCOLLIN	<u>yes</u>
TRUSTEE SHAPIRO	<u>yes</u>

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO SIGN AGREEMENT
WITH THE SARANAC LAKE LOCAL DEVELOPMENT CORPORATION
RE: ENERGIZE LAKE FLOWER BUSINESS DISTRICT GRANT PROGRAM

WHEREAS, the Village of Saranac Lake has applied for and received a Local Enhancement and Advancement Fund award from the Town of North Elba, and

WHEREAS, the Village wishes to engage the Saranac Lake Local Development Corporation to assist the Village in utilizing such funds;

NOW, THEREFORE, BE IT RESOLVED, that the Saranac Lake Village Board of Trustees authorizes the Village Manager to sign the attached agreement with the Saranac Lake Local Development Corporation.

VILLAGE OF SARANAC LAKE ENERGIZE LAKE FLOWER BUSINESS DISTRICT GRANT PROGRAM

SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2023, by and between the Saranac Lake Local Development Corporation having its principal office at 39 Main Street, Suite 9, Saranac Lake, New York 12983 (hereinafter "Subrecipient") and the Village of Saranac Lake, a Municipal Corporation organized and existing under and by virtue of the laws of the State of New York and having its principal office at Harrietstown Town Hall, 39 Main Street, Suite 9, Saranac Lake, New York 12983 (hereinafter "Grantee"), making and entering into same as the date of its execution by an authorized representative of the Grantee.

WHEREAS, the Grantee has applied for and received a Local Enhancement and Advancement Fund award from the Town of North Elba, and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, the parties do agree as follows:

SECTION 1: PROJECT SCOPE

1.1 GENERAL STATEMENT

The Subrecipient will be responsible for administering a grant from the Town of North Elba's Local Enhancement and Advancement Fund in the amount of \$80,000. The grant will be employed to fund a business assistance program in the Village of Saranac Lake, to be referred to as the Energize Lake Flower Business District Grant Program. The program aims to help business owners and property owners make improvements and establish business amenities that enhance the Lake Flower Avenue and River Street commercial area. The Subrecipient will administer all tasks in connection with the aforesaid program, other than those specifically required of the Grantee.

Changes to the program focus and objectives, scope of services, schedule, or budget contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by both the Subrecipient and Grantee.

1.2 SUBRECIPIENT PRINCIPAL TASKS

The focus of the Subrecipient's efforts under this Agreement will be oversight of the administration and program delivery of grant funds to private for-profit businesses located in the Village of Saranac Lake.

Subrecipient will coordinate with the Village of Saranac Lake's Community Development Office staff to ensure that principal tasks are performed which include, but are not limited to, the following:

A. Administration

1. Grant Awards and Agreements: with the authorization of the Subrecipient's Board of Directors, the Subrecipient will execute all necessary documents and will submit a request to draw down grant funds to fulfill grant awards to approved applicants for activities authorized by executed grant agreements. The grant documents executed with applicants will include explicit provisions describing (a) the records that grant recipients must maintain to demonstrate the eligibility of the expenditures and the satisfaction of the grant criteria, and (b) the conditions and procedures under penalties, default and/or recapture of grant funds will occur. Drawdown funds held for grant activities generally must be disbursed within 10 days.

B. Program Delivery

1. Coordinate Approvals and Grant Committee: the Subrecipient will establish and maintain a Grant Committee. The Grant Committee will review all grant recommendations forwarded to it by the staff of the Subrecipient. The Grant Committee will make a recommendation to the Subrecipient's Board of Directors for a Board vote. No grant will be made under the Program without the recommendation of the Grant Committee and the approval of the Subrecipient's Board of Director's in accordance with program guidelines and criteria.
2. Coordinate Grant Awards: upon satisfactory completion of the conditions of the applicant Grant Agreement and satisfactory documentation, coordinate and distribute grant advances or reimbursements.

1.3 GRANTEE PRINCIPAL TASKS

Grantee will coordinate with LEAF, Subrecipient staff and officials to ensure that principal tasks are performed which include, but are not limited to, the following:

A. Administration

1. Finalize Grant Program Procedures and Forms: review, finalize and approve the program design, guidelines and procedures.
2. Grant Monitoring: Grantee will establish a process to monitor Subrecipient performance on at least a quarterly basis.

A more complete description of principal tasks to be performed by the Grantee, Subrecipient is included as Attachment A: Scope of Services.

SECTION 2: AGREEMENT PROVISIONS

2.1 Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, suspension or termination procedures will be initiated.

2.2 TERM OF AGREEMENT

The term of this Agreement is 3/01/2023 through 12/31/2023. The term of this Agreement may be extended should additional time be required. Agreement shall be deemed extended only after a mutually agreed upon written agreement.

2.3 PROGRAM REPORTING

The Grantee shall submit such reports as required to meet its obligations to LEAF.

2.4 BUDGET

A. Funds Transfer

1. The Grantee shall transfer to the Subrecipient, Eighty Thousand Dollars (\$80,000) to cover eligible awardee program costs and administrative fees.
2. Such transfer shall constitute full and complete payment by the Grantee under this Agreement.
3. In the event that the Grantee, determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the Grantee, may order repayment of the same. The Subrecipient shall remit the disallowed amount to the Grantee within thirty (30) days of written notice of the disallowance.

4. The Subrecipient agrees that funds determined by the Grantee to be surplus upon completion of the Agreement will be subject to cancellation by the Grantee.
 5. The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the Grantee any LEAF monies on hand at the time of the expiration and any accounts receivable attributable to the use of LEAF monies.
- B. Payments
1. Payment requests must be mailed to: Village of Saranac Lake, Community Development Office, 39 Main Street, Suite 9, Saranac Lake, NY 12983.
 2. Payments shall be made to Saranac Lake Local Development Corporation, 39 Main Street, Suite 9, Saranac Lake, New York 12983.
 3. Drawdowns for the payment of allowable costs shall be made against the line item budgets agreed upon and specified in Appendix B: Project Budget, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified.
- C. Budget
1. The Subrecipient shall provide budget information in the form and content prescribed by the Grantee as Attachment B: Project Budget. Any amendments to the budget provided in Attachment B must be approved in writing by both the Grantee and the Subrecipient.

2.5 CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- B. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the Grantee or its designee; and
- C. The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over LEAF funds.

2.6 DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

- A. All costs shall be supported by properly executed invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the Grantee shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.
- B. The Subrecipient shall also:
 1. Maintain an effective system of internal fiscal control and accountability for all LEAF funds and property acquired or improved with LEAF funds, and make sure the same are used solely for authorized purposes.
 2. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.

3. Maintain financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
4. Inform the Grantee concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the Grantee to other Subrecipients.
5. Repay the Grantee any funds in its possession at the time of the termination of this Agreement that may be due to the Grantee or LEAF.

SECTION 3: GENERAL CONDITIONS AND REQUIREMENTS

3.1 NOTICES

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

Grantee
 Village of Saranac Lake
 Erik Stender, Village Manager
 39 Main Street, Suite 9
 Saranac Lake, NY 12983
 (518) 891-4150
 manager@saranaclakeny.gov

Subrecipient
 Saranac Lake Local Development Corporation
 Stephanie Mikesell, Chair
 39 Main Street, Suite 9
 Saranac Lake, NY 12983
 (860) 965-4733
 stephaniebikesell@gmail.com

3.2 GENERAL CONDITIONS

A. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

B. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the Grantee and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

C. Amendments

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

D. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the Grantee reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the Grantee is satisfied that corrective action has been taken or completed.

The option to withhold funds is in addition to, and not in lieu of the Grantee's right to suspend or terminate this Agreement. The Grantee may consider performance under this Agreement when considering future awards.

E. Suspension or Termination

1. The Grantee may pursue such remedies as are available to it, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement. Termination under this Section shall be effective upon receipt of written notice. In the case of a suspension or termination, monies already received under this Agreement may be owed back to the Grantee and the Grantee may also declare the Subrecipient ineligible for further participation in future programs.

SECTION 4: ADMINISTRATIVE REQUIREMENTS

4.1 Financial Management

The Subrecipient agrees to comply with Generally Accepted Accounting Principles (GAAP) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

4.2 Documentation and Record Keeping

A. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to LEAF in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

B. Client Data

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

C. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement.

4.3 PROCUREMENT

The Subrecipient shall comply with its policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

4.4 SUBCONTRACTS

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

4.5 SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

4.6 SECTION HEADINGS AND SUBHEADINGS

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

4.7 WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

4.8 SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

4.9 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

4.10 NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

4.11 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New York. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of Franklin Grantee, New York, and, if necessary for exclusive federal questions, the United States District Court for the District of New York.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

GRANTEE: Village of Saranac Lake, New York

Erik Stender, Village Manager

Date

Notarized:

Sworn and subscribed to before me this _____ day of _____ in the year 2021.

SUBRECIPIENT: Saranac Lake Local Development Corporation

Stephanie Mikesell, Chair

Date

Notarized:

Sworn and subscribed to before me this _____ day of _____ in the year 2021.

Attachment A: Scope of Services **Grantee**

Village of Saranac Lake Anticipated Admin Activities

- Review and finalize NYS contract
- Review and complete grant agreement admin tasks
- Review draft contract with subrecipient and finalize
- Draft and complete resolution to sign contract with subrecipient
- Sign contract with subrecipient
- Quarterly update 1 review and signing (Jan-March 2023)
- Quarterly update 2 review and signing (April-June 2023)
- Quarterly update 3 review and signing (July-September 2023)
- Quarterly update 4 review and signing (October-December 2023)
- Final report preparation/approval

Village of Saranac Lake Anticipated Responsibilities

- Complete resolutions, as needed, to authorize program agreements and accounts
- Sign contracts, reimbursement requests and reports
- Marketing grant program and activities
- Provide applications, technical support and guidance to applicants
- Receiving and tracking applications
- Verifying client eligibility
- Monitor subrecipient activities on at least a quarterly basis
- Assist with coordination of Village of Saranac Lake administration activities, as needed

Attachment A: Scope of Services, cont. **Subrecipient**

SLLDLC Anticipated Admin Activities

- Draft grant agreement documents for review and signature
- Coordinate setup of financial accounts for program
- Set up program tracking systems
- Developing systems for assuring compliance with LEAF program requirements
- Support resolution to establish accounts, accept funds and sign contract
- Draft subrecipient agreement
- Support resolution to sign subrecipient agreement
- Grant Committee formation and coordination
- Establish grant award process in coordination with the Village of Saranac Lake
- Coordinate grant award process
- Quarterly update 1 review and signing (Jan-March 2023)
- Quarterly update 2 review and signing (April-June 2023)
- Quarterly update 3 review and signing (July-September 2023)
- Quarterly update 4 review and signing (October-December 2023)
- Monitoring program activities for progress and compliance with the program requirements
- Participate in Village of Saranac Lake monitoring activities and provide reports as required
- Maintain files

Attachment A: Scope of Services, cont.
Subrecipient

SLLDC Program Delivery Activities

- Coordinate Grant Committee meetings
- Finalize grant awards
- Preparation of grant agreements, liens and related documentation
- Processing and verifying grant reimbursement requests and related documentation
- Advancing funds for grant awards

SLLDC Anticipated Responsibilities

- Complete and coordinate grant administration tasks with the Village of Saranac Lake
- Accept, track, process, review and vet applications
- Coordinate grant committee and grant awards
- Coordinate grant agreements and required documentation
- Upon approval, distribute funds to awardees (to be reimbursed by FC/NYSOCR)
- Coordinate reimbursement process
- Monitor awardees for completion of agreement conditions
- Participate in monitoring and provide required reports to the Village of Saranac Lake
- Complete program closeout in coordination with Village of Saranac Lake

Attachment B: Program Budget

LEAF Funding Budget		
Direct Energize Lake Flower Business District Grant Awards	\$ 79,200.00	
Grant Administration	\$ 800.00	
	Total:	\$ 80,000.00