

**RESOLUTION NO. \_\_\_\_ INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO ADOPT A LEGISLATIVE DISCRETIONARY CONTRACT PROGRAM**

WHEREAS, the County Legislature (“Legislature”) wishes to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development; and

WHEREAS, over the years, entities seeking funding for the above-related goals were required to comply with Resolutions No. 477-06, 137-12 and 149-14; and

WHEREAS, the Legislature wishes to adopt guidelines for requests for funding and to rescind the Resolutions identified above.

NOW, THEREFORE, BE IT RESOLVED, that the Legislature hereby adopts the attached “Program Guidelines for Legislative Discretionary Contracts” as the basis for analyzing requests for funding and making a determination as to the funding available for legislative discretionary contracts each calendar year.

BE IT FURTHER RESOLVED, that beginning with the 2017 budget process, Resolutions Nos. 447-06, 137-12 and 149-14 are rescinded and replaced by the criteria set in the Legislative Discretionary Contract Program adopted.

Moved by: \_\_\_\_\_,

Seconded by: \_\_\_\_\_,

and adopted on motion dated: \_\_\_\_\_, 2016

**PROGRAM GUIDELINES FOR  
LEGISLATIVE CONTRACTS  
Commencing Program Year 2017**

**Sullivan County Legislature**  
County Government Center  
100 North Street  
Monticello, New York 12701

## 1.0 BACKGROUND

The County Legislature wishes to assist Sullivan County and County-oriented entities with achieving goals such as public safety, public health, youth services, community development, economic development, environmental hazard mitigations and county beautification. Funds are limited and an applicant must demonstrate justification for any monies provided to achieve one of the above goals:

- **A new application form.** The new form is intended to keep the process simple for applicants. The form is also available as a fillable pdf to enable online submissions.
- **A new contract.** The County form contract has been amended and is attached to this application for your information. By submission of this application, the applicant agrees to the terms of the contract.

## 2.0 OBJECTIVES

The purpose of the Legislative contract application process is to identify local entities, including community and not-for-profit organizations throughout Sullivan County, that have a specific need or county-wide significance by tying applications to identified County & municipal goals.

## 3.0 ELIGIBILITY & SELECTION CRITERIA

### 3.1 Minimum Eligibility

In order to be eligible for County Legislative monies, applicants must meet the following minimum criteria:

- 3.1(a) The applicant must be a not-for-profit agency or civic organization operating within Sullivan County that is not part of County government;
- 3.1(b) The proposed activity must be located within Sullivan County;
- 3.1( c) The proposed activity must be undertaken with a schedule and demonstrated outcome or the organizational expenses must be required to achieve a goal identified as a County objective.
- 3.1(d) The applicant must demonstrate to the satisfaction of the County Manager that County funding constitutes an appropriate percentage of its ongoing and annual cost of business, or that funding is for a specific, approved, program.

### **3.2 Preference Criteria**

Activities that meet the minimum eligibility requirements above will be ranked based on the degree to which they meet the following additional criteria:

- 3.2(a) The activity will enhance the quality of life in Sullivan County;
- 3.2(b) Impacts of the activity will benefit the local or host community;
- 3.2(c) Impacts of the activity on the target community will be measurable.

### **4.0 APPLICATION PROCESS**

#### **DEADLINE: SEPTEMBER 30<sup>th</sup>**

Applications must be submitted on the attached two-page form with supporting documentations as required. Applications may be submitted in one of the following ways:

- Complete the application on-line via a fillable pdf form on the Sullivan County website.
- Submit the application and supporting documentation as email attachments to Michelle Huck, at [Michelle.Huck@co.sullivan.ny.us](mailto:Michelle.Huck@co.sullivan.ny.us).
- Mail, or hand deliver, the printed application and supporting documentation to the Office of the Sullivan County Manager, c/o Michelle Huck, County Government Center, 100 North Street, Monticello, NY 12701.

#### **Selection Process**

Applications will be reviewed by the County Legislature during the annual budget process, October 21<sup>st</sup> through December 20th.

#### **Funding**

Authorization for annual funding of this Legislative Program will occur by adoption of the Sullivan County budget. Legislative Program funding does not guarantee funding for your entity. Funding for your entity shall only occur by the formal adoption of a Legislative Resolution and the County Manager's execution of a formal contract.

# LEGISLATIVE CONTRACTS

## APPLICATION FOR FUNDING

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### I. APPLICANT INFORMATION

Name of Applicant Organization:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Phone: \_\_\_\_-\_\_\_\_-\_\_\_\_ Email: \_\_\_\_\_@\_\_\_\_\_

Organization Website: \_\_\_\_\_

Legislative district(s), towns or villages that will benefit from the funding:

\_\_\_\_\_

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### II. FUNDING REQUEST AND ACTIVITY DESCRIPTION

**FUNDING AMOUNT REQUESTED:** \_\_\_\_\_

**ACTIVITY DESCRIPTION (attach additional sheets, as necessary)**

- 1) Is this a new program or initiative  or other  (please specify) \_\_\_\_\_?
- 2) Describe what the funding will be used to accomplish.
- 3) Describe how the funding will contribute to meeting the long-term goals of the County.
- 4) How will the funding be managed and by whom?
- 5) Explain why County funding is necessary?

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**III. ATTACHMENTS**

Please provide the following documentation as attachments to this application:

- SCHEDULE OF SERVICES TO BE PROVIDED AND REQUESTED PAYMENT SCHEDULE.**
- Additional information such as location, photographs, scope of work, etc.
- Evidence of meeting County objectives, such as documentation of public meetings, board minutes, etc.
- Annual budget detail (e.g. budget spreadsheets, copies of estimates, etc.)
- Background material on the applicant organization. (e.g. Certificate of Incorporation, DBA Certificate, Proof of Not-for-Profit Tax filings.)
- Proof of Insurance for the period of time covered by the Contract.
- Copy of Audit for most recent fiscal year (for requests over \$50,000).

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BY SIGNING THIS APPLICATION FOR FUNDING, I AM CERTIFYING THE VALIDITY OF THE STATEMENTS MADE HEREIN AND CONFIRM THE DOCUMENTATION PROVIDED IS CURRENT AND ACCURATE.

I FURTHER ACKNOWLEDGE AND AFFIRM MY AWARENESS OF COUNTY LAWS AND POLICIES THAT APPLY TO MY ENTITY INCLUDING, BUT NOT LIMITED TO THOSE POSTED ON THE SULLIVAN COUNTY WEBSITE.

I FURTHER UNDERSTAND THAT THE COUNTY OF SULLIVAN IS UNDER NO OBLIGATION TO FUND THE ENTITY IDENTIFIED ABOVE AND THE AUTHORIZATION TO FUND THIS ENTITY SHALL BECOME EFFECTIVE ONLY UPON THE ADOPTION OF A FORMAL RESOLUTION BY THE SULLIVAN COUNTY LEGISLATURE AND EXECUTION OF A FORMAL CONTRACT.

I AGREE TO COOPERATE WITH THE COUNTY OF SULLIVAN TO THE EXTENT ADDITIONAL FORMS, DOCUMENTS OR OTHER INFORMATION IS REQUESTED. MY FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN THE INABILITY TO RECEIVE FUNDING.

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINT NAME

DATE

TITLE: \_\_\_\_\_

**AGREEMENT BETWEEN  
COUNTY OF SULLIVAN  
AND**

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**AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, consists of the following terms:

1. **PARTIES:** This Agreement is by and between the County of Sullivan, a municipal corporation of the State of New York with its offices at the Sullivan County Government Center, 100 North Street, Monticello, New York 12701, hereinafter, designated as "County" and \_\_\_\_\_ with offices at \_\_\_\_\_, hereinafter designated as "Contractor".
2. **SERVICES:** The Contractor shall provide services as described in the Schedule of Services attached hereto as Schedule "A".
3. **PAYMENTS:** The County shall remit payment to the Contractor a total amount not to exceed \$\_\_\_\_\_, subject to the terms hereof and in accordance with the approved Schedule of Services payment schedule.
4. **DOCUMENTATION:** To be eligible for the receipt of payment provided in Section No. 3 above, the Contractor must submit a voucher to the Office of the County Manager, along with the approved Schedule of Services and Proof of Insurance.
5. **WAIVER OF LIABILITY:** The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents, against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorneys' fees, as a result of a negligent act, omission or willful misconduct of the Contractor, its employees, representatives, agents, subcontractors or assigns.
6. **INDEPENDENT CONTRACTOR:** The Contractor agrees that its relationship to the County is that of an independent contractor and that neither it nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, and they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit. The Contractor shall not act as agent, or be an agent, of the County. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the Contractor's personnel engaged in the performance of the services. However, if any personnel of the Contractor act in a manner that is detrimental to the County, the County may require the Contractor to remove or replace such personnel with respect to the performance of services required.

7. **INSURANCE:** The Contractor must provide proof of insurance, satisfactory to the County of Sullivan, which is to be maintained, at its own expense, throughout the term of this Agreement. Contractor must provide an endorsement to the policy showing that the County is actually insured together with a copy of the policy declarations page.
  
8. **MONITORING OF PERFORMANCE:** The County shall have the right during the term of this Agreement and for the period limited by the statute of limitations to monitor the Contractor's performance of services for the County. The Contractor consents to the County's examination and copying of records related to its performance hereunder.
  
9. **TERMINATION:** The County may, by written notice to the Contractor effective upon mailing, terminate this Agreement at any time upon the Contractor's default, failure to undertake the services as stated in its application, lack of funding, or failure of the Contractor to comply with reasonable requests for additional documentation.
  
10. **NON-DISCRIMINATION AND EEOC:** Contractor acknowledges receipt of the County's Equal Employment Opportunity Statement and affirms that it will comply with all applicable laws and regulations prohibiting discrimination in employment. The Contractor certifies to the County that there is no threatened litigation or pending ruling or order against the Contractor finding the Contractor in violation of laws against discrimination.
  
11. **MODIFICATION:** This Agreement may be modified only by a writing signed by both parties.
  
12. **AUTHORIZATION:** This Agreement is authorized by Resolution No. \_\_\_\_\_, adopted by the Sullivan County Legislature on \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date noted above.

CONTRACTOR

\_\_\_\_\_  
By:

COUNTY OF SULLIVAN

\_\_\_\_\_  
By: Joshua Potosek, County Manager

APPROVED AS TO FORM