

**AMENDMENT No. 2 TO  
ECONOMIC DEVELOPMENT AGREEMENT  
FOR PROFESSIONAL SERVICES**

This Amendment No. 2 (“Amendment No. 2”) is effective as of August 31, 2017 (the “Amendment Effective Date”) and entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and **MID-HUDSON PATTERN FOR PROGRESS, INC.**, a not-for-profit corporation with principal offices at 3 Washington Center, Newburgh, New York 12550 (the “Firm”), (each, a “Party,” together, the “Parties”).

**RECITALS**

**WHEREAS**, UCEDA and the Firm entered into an Agreement wherein the Firm agreed to provide research, analysis, administration and grant writing services related to the Ellenville Million Program, as amended by that certain Amendment No. 1, effective December 31, 2016 (as amended hereinafter referred to as the “Agreement”); and

**WHEREAS**, UCEDA and the Firm have agree to amend the Agreement to extend the Services by fourteen (14) months, to delete certain grant writing tasks from the scope of services and to add tasks related to design and implementation of the “Jump Start Ellenville/Wawarsing” Business Plan Competition, and to reduce the not-to-exceed amount by **TWENTY-SIX THOUSAND ONE HUNDRED AND 00/100 (\$26,100.00) DOLLARS** to reflect the modified scope of services as indicated below.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

**AGREEMENT**

1. **ARTICLE 2 – TERM OF AGREEMENT.** Article 2 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follow:

“ARTICLE 2 – TERM OF AGREEMENT

The Firm agrees to perform the Services **beginning December 15, 2015 and ending August 31, 2019.**”

2. **ARTICLE 3 – COMPENSATION.** The first sentence of the second paragraph in Article 3 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“A **not-to-exceed** amount of **FORTY-EIGHT THOUSAND NINE-HUNDRED AND 00/100 (\$48,900.00) DOLLARS** has been established for the Services to be rendered by the Firm.”

3. **SCHEDULE A – SCOPE OF SERVICES.** The first sentence of paragraph I in Schedule A of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“I. The Firm shall provide research, analysis, administration and grant writing services in support of the Ellenville Million Program objectives as follows:”

4. **SCHEDULE A – SCOPE OF SERVICES.** Subsection i of section A of paragraph I in Schedule A of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

- “i. The Firm shall identify through research and stakeholder meetings the following:
  - a. Capacity needs
  - b. Locations for additional infrastructure
  - c. Does an interconnection between the Town and the Village meet the needs
  - d. Should additional capacity be built into the project
  - e. Economic impact
  - f. Costs and rate-payer impacts
  - g. Implementation plan”

5. SCHEDULE A – SCOPE OF SERVICES. Section C of paragraph I in Schedule A of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“C. “Jump Start Ellenville/Wawarsing” Business Plan Competition (the “Competition”): This project includes design, development and implementation of a business plan competition for new or expanding businesses in the Town of Wawarsing and Village of Ellenville.

- i. The Firm shall identify best practices for design, development and implementation of the Competition.
- ii. The Firm shall develop the rules, requirements, evaluation criteria, application procedure, award terms and conditions, and monitoring/reporting guidelines for the Competition.
- iii. The Firm shall present a proposed design and plan for the Business Plan Competition to the UCEDA Board of Directors for feedback and approval prior to finalizing the competition rules and procedures.
- iv. The Firm shall cooperate with the UCEDA Board of Directors, Staff and other consultants to market the competition in a manner that maximizes the quality of submissions.
- v. The Firm shall manage the application and evaluation process, including collecting and responding to questions, receiving and distributing submissions, coordinating the evaluation of submissions, and assisting in the evaluation process.”

6. SCHEDULE A – SCOPE OF SERVICES. The last sentence in section D of paragraph I in Schedule A of the Agreement is hereby deleted in its entirety.

7. SCHEDULE B - FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT. Section 1 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“The Firm’s fee for Services shall not exceed **FORTY-EIGHT THOUSAND NINE-HUNDRED AND 00/100 (\$48,900.00) DOLLARS** during the term of this Agreement.”

8. SCHEDULE B - FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT. Section 2 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“2. The Firm’s fee per program objective shall not exceed the following amounts:

Project	Not-to-exceed
Water and Sewer Infrastructure	\$10,000.00
Recreational Opportunities	\$10,000.00
Business Plan Competition	\$10,000.00
Grant Writing	\$15,000.00 in house
	\$3,900 contracted work *

\*The Firm shall be reimbursed for actual costs incurred and are not subject to mark-up.”

- 9. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- 10. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
- 11. In the event of a conflict between the Agreement and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

**\*\*\* Signature page follows \*\*\***

**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to enter into this Amendment No. 2, effective as of the Amendment Effective Date.

ULSTER COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

MID-HUDSON PATTERN FOR  
PROGRESS, INC.

By: \_\_\_\_\_  
NAME: Suzanne Holt  
TITLE: President & CEO  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME:  
TITLE:  
DATE: \_\_\_\_\_