

# SAMPLE AGREEMENT

**New York State  
Department of Agriculture and Markets  
10B Airline Drive  
Albany, NY 12235-0001  
Agency Code 06000**

STATE ASSISTANCE PAYMENTS TO NOT-FOR-PROFIT  
CONSERVATION ORGANIZATIONS

**Contract Authority: Agriculture & Markets Law, Article 25-  
AAA**

Contract Number:

Amount of Agreement: \$

Contract Period: to

Federal ID:

Charities Reg. No.:

Contractor has timely filed all required reports with the AG's Charities Bureau.

Contractor Name/Project Sponsor:

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: **NY** Zip: \_\_\_\_\_

Billing Address (if different from above):

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Title/Description of Project: **Agricultural and Farmland Protection Activities**

**THIS AGREEMENT INCLUDES THE FOLLOWING:**

- This Coversheet
- Appendix A (Standard Clauses for all New York State Contracts)
- Appendix B (Project Budget)
- Appendix C (Scope of Work)
- Appendix D (The Department's General Conditions)
- Appendix E (The Department's Special Conditions)
- Appendix F Other (Identify)

**FOR AMENDMENTS CHECK THOSE THAT APPLY:**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Extension of Time<br/>From _____ to _____</li> <li><input type="checkbox"/> Increase Amount</li> <li><input type="checkbox"/> Decrease Amount</li> <li><input type="checkbox"/> Revised Budget</li> <li><input type="checkbox"/> Revised Scope of Work</li> <li><input type="checkbox"/> Other</li> </ul> | <p>If Increase/Decrease in Amount:</p> <p>Previous Amount: \$ _____</p> <p>Increase/decrease _____</p> <p>New Total: \$ _____</p> |
|---|---|

**The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.**

**CONTRACTOR**

**NEW YORK STATE  
DEPARTMENT OF AGRICULTURE & MARKETS**

Signature of Contractor's Authorized Representative:

\_\_\_\_\_

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

Typed or Printed Name of Above Representative:

\_\_\_\_\_

Title of Authorized Representative:

\_\_\_\_\_

Notary Public: On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_ to me known, and known to me be the same person who executed the above instrument and duly acknowledged the execution of the same.

Signature of Authorized Official:

\_\_\_\_\_

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

Typed or Printed Name of Above Official:

\_\_\_\_\_

Title of Authorized Official:

\_\_\_\_\_

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Attorney General:

Approved: Thomas P. DiNapoli, State Comptroller  
By:  
Date:

## **APPENDIX C**

### **SCOPE OF WORK**

Article 25-AAA of the New York Agriculture and Markets Law authorizes the **Department** to award state assistance payments to not-for-profit conservation organizations (more commonly referred to as “land trusts”) for activities that will assist counties and municipalities with their agricultural and farmland protection efforts by disseminating information and providing technical assistance to county and municipal governments, owners of agricultural lands and other agricultural interests.

The **Contractor** is a land trust that assists counties and municipalities with their agricultural and farmland protection efforts, including the completion of projects funded through the Farmland Protection Implementation Grants Program which is administered by the **Department**.

Pursuant to the attached RFP, the Department has awarded state assistance payments to the **Contractor** for the purpose of building and maintaining staff capacity and enhancing the technical capabilities of the **Contractor** in order to facilitate accomplishment of the activities set forth in the attached Plan of Work (Form C).

**APPENDIX D**  
**GENERAL CONDITIONS**

**These general conditions apply to the administrative aspects of this grant agreement and reflect New York State’s contract record keeping and payment procedures. These general conditions cannot be changed.**

**PAYMENT**

Payment shall be made to the **Contractor** under this Agreement upon the submission of a payment request (standard voucher), the required progress report and a budget report in the format prescribed by the **Department**.

The **Contractor** shall submit all requests for payment and reports to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235. Invoices, Standard Vouchers and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor** will not begin to accrue until they have been received by the Division of Fiscal Management.

Schedule of Payments

25%	Upon approval of Agreement
25%	<i>6 months</i>
25%	<i>12 months</i>
15%	<i>18 months</i>
10%	Upon satisfactory completion of work and receipt of final reports

Initial payment to the Contractor under this Agreement shall not be made unless the Contractor shall have submitted to the Department a written payment request together with such information as required by the Agreement, where contract funds have been appropriated and made available to the **Department**.

Payments shall not be made if the **Contractor** fails to file the progress reports and budget reports, if any, as required by this Agreement. The **Contractor’s** payment requests shall include a statement of expenses and charges by major budget category for work actually performed or expenses incurred in accordance with the terms of this Agreement during the period covered by the request.

Upon examination of the **Contractor’s** payment requests and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

The total payment made under this Agreement will not exceed the **Contractor's** actual costs and expenses arising from the completion of the work under this Agreement.

Final payment, including payment of retained amounts if any, shall not be made until work under the Agreement is completed to the satisfaction of the **Department** and the **Contractor's** final performance report and a final budget report detailing receipt and expenditure of all funds received pursuant to this Agreement by major budget category are received and accepted by the **Department**. Satisfactory completion and acceptance shall be defined as conformance to established standards for such reports and conformance to the attached plan of work.

## **RETAINAGE**

The **Department** shall retain ten (10) percent of the budget amount of this Agreement once payment to the **Contractor** equals ninety (90) percent of the budget amount to ensure completion of the work under this Agreement. The total amount retained shall be paid to the **Contractor** upon completion of the final reporting requirements as detailed in the Payment provisions set forth above.

## **PROGRESS REPORTS**

The **Contractor** shall file a written progress report **with each voucher**. Progress reports shall provide a detailed narrative description of the work that has been completed under this Agreement and shall include an identification of specific objectives that have been accomplished to date. The **Contractor** must also certify that an active farmer is still serving on its board of directors at the time the progress report is submitted.

## **PAYMENT CONTINGENCY**

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York State's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payments under this Agreement were appropriated to the **Department** during fiscal year **2008-2009** and were or are expected to be reappropriated during fiscal year **2009-2010**. Payments made after fiscal year **2009-2010** or payment for work pursuant to this Agreement which is completed or continued by the **Contractor** after fiscal year **2009-2010** is subject to appropriation of funds by the Legislature in each subsequent fiscal year.

## **FINANCIAL LIMIT**

The financial limit of State appropriated funds under this Agreement shall not exceed the amount indicated on the latest executed version of the signature page of this Agreement and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

## **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS**

The **Contractor** is responsible for complying with all local, state and federal laws applicable to work performed under this Agreement.

## **CONTRACT EXPENDITURES**

Expenditures under this Agreement shall conform to the budget annexed as Appendix B, provided however, that the **Contractor** may vary budget amounts by not more than ten percent (10%) within each specific budget category. Any budget variance in excess of ten percent (10%) shall be made only upon the prior written approval of the **Department** and the Comptroller of the State of New York. This paragraph does not apply to budget amounts of one thousand dollars (\$1,000.00) or less.

## **NON-DUPLICATION OF PAYMENTS**

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicates payment received from other sources.

## **SUBCONTRACTS**

Any subcontract under this Agreement shall be in writing and shall clearly describe the goods or services to be provided and the total cost of such goods or services. Subcontracts for services only shall separately state the rate of compensation on a per-hour or per-day basis.

## **FINAL REPORT**

Not later than sixty (60) days from completion of the work under this Agreement, the **Contractor** shall file with the **Department** a final written report summarizing the **Contractor's** performance of the work under this Agreement. The final report must comply with the reporting requirements set forth in the RFP included in Appendix C of this Agreement.

## **RECORDS MAINTENANCE, EXAMINATION AND RETENTION**

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

## **INDEMNIFICATION**

The **Contractor** agrees to indemnify and hold harmless the State of New York and the **Department** from all liability incurred by the **Department** for bodily injury and personal property damage resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** promptly notify the **Contractor** of any such claim and afford the **Contractor** an opportunity to defend such claim and cooperate fully with the **Contractor** in the defense of any claims.

## **NON-SECTARIAN PURPOSE**

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

## **CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT**

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

## **DEVIATION FROM WORK**

The **Contractor** shall perform the work under this Agreement as outlined in the scope of work annexed as Appendix C. Any substantial deviation from the plan of work shall require the prior written approval of the **Department**.

## **TERMINATION**

The **Department** may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other party. Upon receipt of such notice from the **Department**, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) days written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

## **MODIFICATION**

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

## **NECESSARY SIGNATURES**

This Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

## APPENDIX E

### SPECIAL CONDITIONS

These special conditions apply to the administrative aspects of this particular agreement.

#### INSURANCE

The **Contractor** shall obtain and keep in force during the term of this Agreement insurance policies, naming the State of New York and the **Department** as additional insured as follows:

TYPE	AMOUNT
COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE	\$1,000,000

A Certificate of insurance showing the above coverage shall be provided to the **Department** within ten (10) business days from the date the **Contractor** executes the Agreement. The certificates shall provide that the policies shall not be amended or cancelled upon less than ten (10) days written notice to the **Department** from the policy issuers.

#### TRAVEL

Travel expenses may be reimbursed at rates not to exceed rates applicable to State employees provided that such expenses: (1) conform, subject to the contract expenditures provision, to the Budget approved by the **Department** and annexed as Appendix B; and (2) are necessary for the performance of the work under this Agreement.