

# CORNELL COOPERATIVE EXTENSION

Oneida County



## Child Care Center Start-Up Micro-Grant Agreement

Cornell Cooperative Extension of Oneida County (“CCE OC”) currently operates the Child Care Council as one of its programs. Affordable licensed childcare is a great public concern as it is often hard to find within the Herkimer, Madison and Oneida County area based upon a significant need for said care coupled with a lack of qualified licensed/registered providers. The Child Care Council works not only with families throughout the three County area to educate and help locate available childcare options, but with individuals who seek resources and education to navigate the process to become a licensed/registered childcare provider. The Child Care Council currently provides resources and supports child care programs of all modalities with education and assistance to help sustain and empower their businesses to continue serving families. We recognize that Child Care Centers can face financial hardships that are hard to overcome without adversely placing financial hardships on the families whose children they care for.

The following agreement and application are to provide funding as a way to offset financial burdens currently affecting child care centers. Through this funding opportunity, The Child Care Council of Cornell Cooperative Extension of Oneida County will provide micro-grants of up to \$2,500. Questions regarding this opportunity, this agreement or otherwise should be directed to [childcarestartup@cornell.edu](mailto:childcarestartup@cornell.edu)

Applicant Name: \_\_\_\_\_

Name of Child Care Program (if any) \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address of Site: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

OCFS License/Registration Number: \_\_\_\_\_

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### PROGRAM REQUIREMENTS

1. The Applicant must either be licensed/registered as a Day Care Center (DCC) or School Age Child Care (SACC) Program in Herkimer, Madison or Oneida County. Verification of the above will be completed with the Office of Children and Family Services.
2. The Applicant will review this agreement to ensure their eligibility prior to completing the Application detailing their need for the micro-grant funding. The application will then be reviewed by the CCE OC Staff who will use a rubric for scoring. Review process will include a revision of the business need of the request as it relates to the child care program as well as a review of the price point of the requested items. If awarded, this agreement will need to be signed by the GRANTEE and CCE OC.
3. The Applicant and CCE OC will enter into an agreement in the form attached hereto as **Exhibit A** regarding the providing of grant funds to purchase goods and services to sustain the business.
4. Insurance requirements on **Exhibit B**, with Cornell Cooperative Extension of Oneida County, its officers, directors, employees and agents are hereby named as Additional Insured.

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## Child Care Center Start-Up Micro-Grant Agreement

### Exhibit A

**THIS AGREEMENT** (the “Agreement”), dated as of \_\_\_\_\_ is by and between **CORNELL COOPERATIVE EXTENSION OF ONEIDA COUNTY**, located at 121 Second Street, Oriskany, New York 13424 (“CCE OC”) and \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (“GRANTEE”).

**WHEREAS**, GRANTEE has submitted an application to CCE OC (the “Application”) in furtherance of GRANTEE’S licensed/registered child care facility in New York; and

**WHEREAS**, upon approval of the Application, GRANTEE will be able to receive a grant to purchase approved services/goods to assist GRANTEE with their child care facility, licensed/registered by the Office of Children & Family Services, (“OCFS”).

**NOW, THEREFORE**, upon the above-referenced recitals, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. **DURATION:** This funding is a one-time funding application; therefore, approved funding requests will only be issued once-per-program. There is funding for ten awards of \$2,500.
  - a. This grant will be awarded over five grant cycles in 2025 to two GRANTEES on each cycle:
    - i. April:
      1. Application open: April 1
      2. Application Close: April 15
      3. Award: April 30
    - ii. June
      1. Application open: June 1
      2. Application Close: June 15
      3. Award: June 30

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- iii. August
    - 1. Application open: August 1
    - 2. Application Close: August 15
    - 3. Award: August 30
  - iv. October
    - 1. Application open: October 1
    - 2. Application Close: October 15
    - 3. Award: October 30
  - v. December
    - 1. Application open: December 1
    - 2. Application Close: December 15
    - 3. Award: December 30
2. **CONDITIONS PLACED UPON GRANTEE**: Awards will be granted as a payment to the GRANTEE.
- a. Retainage: GRANTEE will spend funding for the grant as requested in their application, and once funds have been expended, provide evidence and proof of purchase to the CCE OC to verify that grant funds have been spent according to proposal.
    - i. In the event that GRANTEE needs to spend funds differently than was specified in the application, GRANTEE must immediately notify the Child Care Council Staff. GRANTEE will then be asked to re-submit application paperwork for review to ensure that funds will be re-spent appropriately.
    - ii. Funds must be used within 60 calendar days from the date the check is received. After funds are spent, GRANTEE is responsible for submitting backup documentation to the Child Care Council within 30 calendar days.
      - 1. Failure to submit backup documentation will put GRANTEE out of compliance with this grant and could result in GRANTEE needing to repay grant funds issued.
    - iii. CONSIDERATION. Once the micro-grant payment has been issued, the funding is at the sole responsibility of the GRANTEE. Any disputes with purchases made from micro-grant funds are the responsibility of the GRANTEE, and the Child Care Council and CCE OC are not obligated to assist or re-issue funds.

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- b. The GRANTEE agrees to accept daycare assistance subsidies provided by the Department of Social Services to qualifying recipients.
  - c. The GRANTEE will continue working with the Child Care Council Staff to ensure business practices are in place to help sustain the business for the duration of one year.
    - i. The GRANTEE may be required to participate in a review of business practices and/or financials with Child Care Council Staff if their application is awarded.
  - d. Failure to work with the Child Care Council will put GRANTEE out of compliance with this grant and could result in GRANTEE needing to repay grant funds issued.
  - e. Funding is not guaranteed, and awards will be issued after a determination of a committee.
3. **INDEMNIFICATION**: To the extent permitted by law, GRANTEE, at its sole cost and expense, shall defend, indemnify and hold harmless CCE OC, its parent, subsidiary and affiliated companies, Cornell University, The County of Oneida, and the State of New York (“Indemnitees”) from and against any claim, demand, action, loss, liability, cost or expense, (including reasonable attorneys’ fees) that may be brought or threatened against the Indemnitees based upon the actions, inactions, negligence or other acts (intentional or otherwise) of GRANTEE, its agents, subcontractors or assigns in breach of and/or in performing under the Agreement. GRANTEE shall give CCE OC and its insurance carriers written notice of a claim or suit related to this Agreement. CCE OC shall give GRANTEE written notice of such claim or suit, the full right and opportunity to defend it, full information and all reasonable cooperation in defending said suit. GRANTEE shall give prompt notice to its insurance carriers of any such notice. If GRANTEE does not defend said claim, each or all of the Indemnitees may defend said claim and look to GRANTEE for all costs in doing so (including, but not limited to, reasonable attorneys’ fees GRANTEE shall satisfy any final judgment or settlement in full. The Indemnitees reserve the right to retain separate counsel at their own expense to participate in the defense or settlement of such claims.
4. **GOVERNING LAW**: This Agreement shall be deemed to have been executed and delivered in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without reference to choice of law rules or principles. All disputes arising out of this Agreement shall be resolved by a court of competent jurisdiction in the State of New York, and venue for any action shall be in the Oneida

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County Supreme Court or the United States District Court for the Northern District of New York.

- 5. NOTICE:** Whenever, under the terms of this Agreement, notice is required or permitted to be given by any party or to any other party, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given at the address hereinafter set forth. Either party may change its respective address by written notice in accordance with this paragraph.

If to CCE OC:  
Cornell Cooperative Extension  
of Oneida County  
121 Second Street  
Oriskany, New York 13424  
Attn: Mary Beth McEwen, Executive Director

If to Grantee:  
*NAME and MAILING ADDRESS (please write below):*

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- 6. NO ASSIGNMENT:** Neither party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 7. NON-DISCRIMINATION:** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the GRANTEE will not discriminate against any applicant for daycare services, employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

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8. **ENTIRE AGREEMENT**: This Agreement, including any exhibits attached hereto, contains the sole and entire agreement of the parties with respect to the subject matter hereof and no oral statement or written matter prior to the date of the Agreement shall have any force or effect.
9. **NO MODIFICATION**: This agreement may not be amended or modified in any manner except by an instrument in writing signed by the Parties.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the day and year first above written.

CCE OC:

**CORNELL COOPERATIVE  
EXTENSION OF ONEIDA COUNTY**

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

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

Mary Beth McEwen  
Executive Director

GRANTEE:

**[Name of GRANTEE]**

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

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

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### Exhibit B – Insurance Requirements

#### Insurance Schedule

Identified Insurance means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Grantee shall at its own expense maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best Company's ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed operations aggregate \$2,000,000 general aggregate

#### Other Insurance Provisions

1. The Identified Insurance shall include the following provision on the Commercial General Liability policy to name the following as additional party insureds, (Additional insureds), covering all the activities of Grantee with respect to the performance of this Agreement:

Cornell Cooperative Extension of Oneida County, its officers, directors, employees, and agents are hereby named as Additional Insured.

2. The Identified Insurance shall also: (a) require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy; (b) be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contribution to such insurances); (c) endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and (d) in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.
3. Grantee shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Accord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.

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4. All Identified Insurance shall be written on an occurrence basis except for Grantee's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Grantee, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
5. To the fullest extent allowed by law, Grantee hereby waives all rights of recovery in favor of the Additional Insureds and the indemnitees.
6. Grantee shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Grantee shall bear the risk of loss with respect to any of its expenses or loss of income.
7. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Grantee procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

Grantee: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

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