

DRAFT

AGREEMENT

THIS is an Agreement made the _____ day of _____, 2020, by and between **COLUMBIA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter "CEDC"), with address at One Hudson City Centre, Suite 301, Hudson, New York 12534, and the **COUNTY OF COLUMBIA** (hereinafter "County"), with address at 401 State Street, Hudson, New York 12534, as follows:

WHEREAS, the County desires CEDC to function as the lead economic development agency for the County of Columbia, and

WHEREAS, CEDC is committed to strengthening the county's tax base through economic development work and job creation, focused both on helping resident businesses grow and expand, and bringing compatible new businesses into the county,

WHEREAS, the County and CEDC wish to further collaborate through CEDC's 2018 Strategic Plan to coordinate the roles of CEDC and Columbia County to effectively further economic development in Columbia County,

NOW, THEREFORE, for good and valuable consideration given and received, the parties agree as follows:

SECTION 1. TERM OF CONTRACT

1. This Agreement shall run from January 1, 2020 to December 31, 2020.

SECTION 2. SCOPE OF SERVICES

1. CEDC will be responsible for administering the Community Development Block Grant (CDBG) program, the Small Business Administration (SBA) Loan Program, and the CEDC Revolving Loan Program consistent with the policies, procedures and standards associated with said programs. CEDC will continue to provide entrepreneurial training classes to new business owners, and offer targeted business training to existing business owners. Finally, CEDC will continue seeking to encourage and attract the location of new businesses to Columbia County while also seeking to retain existing businesses.

SECTION 3. REPORTING

1. CEDC shall furnish the County within fifteen (15) days of receipt of a request any information, requested related to CEDC's performance of its duties under this agreement,

2. CEDC shall furnish the County's Economic Development Committee (EDC) and the Board of Supervisors, with a Quarterly Report, along with periodic updates, on an as needed or requested basis.

3. CEDC shall make a presentation at the County's EDC monthly meeting.

SECTION 4. CONTRACT SUM AND PAYMENT

1. The County shall pay CEDC the sum of Four Hundred Sixty Thousand and no/100 Dollars (\$460,000) for the 2020 calendar year in connection with providing the services set forth in this Agreement. Payments will be made as follows:

One Hundred Fifteen Thousand and no/ 100 Dollars (\$115,000.00) on or before January 31, 2020;

One Hundred Fifteen Thousand and no/ 100 Dollars (\$115,000.00) on or before April 30, 2020;

One Hundred Fifteen Thousand and no/ 100 Dollars (\$115,000.00) on or before July 31, 2020;

One Hundred Fifteen Thousand and no/ 100 Dollars (\$115,000.00) on or before October 31, 2020.

SECTION 5. INSURANCE AND INDEMNIFICATION

1. CEDC shall indemnify and hold harmless the County from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising of injury or death to any person whomever or damage to any property of any kinds by whomsoever owned, caused in whole or in part, directly or indirectly, by the acts and/or omissions of CEDC, any person employed by the CEDC, its contractors, subcontractors, or any person directly employed by them or any of them, while engaged in the scope of services set forth in this Agreement. This clause shall not be considered to limit, or otherwise impair, other rights or obligations of indemnity, which exist in law or equity for the County's benefit.

2. CEDC shall maintain professional liability and general liability insurance issued by a company authorized and licensed to do business in the State of New York. The minimum amount of such coverage shall be \$1,000,000 for single injury, and \$1,000,000 for damage to property. The CEDC Certificate of Insurance shall name the County as a Certificate Holder and shall be in such form as approved by the County Attorney.

SECTION 6. GENERAL PROVISIONS

1. In performing the scope of services specified by this Agreement, CEDC is acting as an independent contractor and is not in any manner related to or an affiliate of the County.

2. CEDC shall comply with all applicable laws, ordinances and regulations, including but not limited to nondiscrimination and labor laws.

3. The parties recognize that the assets of CEDC are owned exclusively by CEDC and not by the County. CEDC may utilize said assets in such manner as determined by its Board of Directors.

4. This Agreement is not assignable by either party without the prior written consent of the other.

5. This Agreement may not be modified or amended except by written agreement executed by each of the parties.

6. Any notice or other formal communication given either by CEDC or by the County will be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery which shall be to an authorized representative thereof; (ii) certified or registered mail, return receipt requested, postage prepaid and properly addressed as set forth below; or (iii) Federal Express or other nationally recognized courier services providing written evidence of delivery. Addresses for receipt of notices are as follows:

To CEDC:

Columbia Economic Development
One Hudson City Centre, Suite 301
Hudson, New York 12534

To the County:

County of Columbia
401 State Street
Hudson, New York 12534

Either party may change address for receipt of notices by written notice given to the other party in the manner provided above.

7. If any party is required to take any action or proceeding in connection with enforcing or protecting its rights hereunder, the party taking such action or proceeding, if successful, shall be entitled to recover all costs, expenses and reasonable attorney's fees incurred in connection with any such action or proceeding.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

COLUMBIA ECONOMIC DEVELOPMENT
CORPORATION

By: _____
David Fingar, Chairman

COUNTY OF COLUMBIA

By: _____
Matt Murell, Chairman

DRAFT

STATE OF NEW YORK)
) ss.:
COUNTY OF COLUMBIA)

On the _____ day of _____, in the year Two Thousand Twenty, before me, the undersigned, personally appeared David Fingar personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgment

STATE OF NEW YORK)
) ss.:
COUNTY OF COLUMBIA)

On the _____ day of _____ in the year Two Thousand Twenty, before me, the undersigned, personally appeared MATT MURELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgment