

CEDC-COLUMBIA COUNTY INTERIM FUNDING AGREEMENT

THIS is an Agreement made the 20th day of November, 2015, by and between **COLUMBIA ECONOMIC DEVELOPMENT CORPORATION** (hereinafter "CEDC"), with address at 4303 Route 9, 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 County funded economic development agency for the Columbia County; 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 new businesses into the county; and,

WHEREAS, CEDC wishes to develop a coordinated relationship with the Columbia County Board of Supervisors to pursue economic development in Columbia County: and,

WHEREAS, CEDC recognizes the importance of having its own current Strategic Plan for economic development to better work in conjunction with the Columbia County Economic Development Plan; and,

WHEREAS, such a plan also benefits CEDC by helping define the skills and activities of a permanent Executive Director; and,

WHEREAS, the County and CEDC wish to keep Michael Tucker engaged as an interim director in place until such time as the Strategic Plan is completed and a permanent executive director is appointed; and,

WHEREAS, it is vital for CEDC to maintain County funding in order to continue to provide its customary services to the community, and to attract candidates for permanent executive director; and,

WHEREAS, the County desires to assure that certain benchmarks are met before returning to recurrent annual contractual funding for 2017 and beyond, to wit:

- 1) Completion of a CEDC Strategic Plan by the CEDC with review by the County's Economic Development Committee (EDC) and the Board of Supervisors;
- 2) Introduction of the permanent CEDC Executive Director to the Board of Supervisors;
- 3) Continuation of CEDC's Quarterly Reports to the EDC, along with periodic updates on an as needed basis.

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

SECTION 1. TERM OF CONTRACT

This Agreement shall run from November 20, 2015 to December 31, 2016.

SECTION 2. SCOPE OF SERVICES

CEDC will be responsible for, but not limited to, the following services: 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 also 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 consistent with the Strategic Plans of the CEDC while also seeking to retain existing businesses.

SECTION 3. CONTRACT SUM AND PAYMENT

1. The County shall pay CEDC the sum of Three Hundred Twenty-Seven Thousand Seven Hundred and Fifty and no/100 Dollars (\$327,750.00) for the remainder of the 2015 calendar year in two equal payments on or before November 30 and December 31, 2015.

2. The County shall pay CEDC the sum of Four Hundred Thirty-Seven Thousand

and no/100 Dollars (\$437,000.00) for the calendar year 2016 in connection with providing the services set forth in this Agreement. Payments will be made as follows:

A. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before January 30, 2016;

B. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before April 30, 2016;

C. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before July 31, 2016;

D. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before October 31, 2016.

3. Upon execution of this Agreement, the CEDC will reimburse the County of Columbia in the form of a separate check the sum of \$114,000.00 in relation to the recent conveyance of real property by CEDC that was originally purchased with funding from the County.

SECTION 4. STRATEGIC PLAN

CEDC will develop its own Strategic Plan for the purpose of developing a coordinated economic development plan for Columbia County. As part of this planning effort, CEDC will collaborate with all public and private agencies in Columbia County which have an interest in economic development, will review the existing 2008 County Strategic Economic Development Plan (as that may be revised and/or updated), and review and reference as appropriate the Comprehensive Plans and zoning laws of all communities in the County. Nothing in this CEDC's Strategic Plan will attempt to invoke any authority over local Town/Village planning and zoning boards or Town/Village zoning laws.

SECTION 5. PERMANENT EXECUTIVE DIRECTOR

The job description, duties and expectations of the permanent executive director will be based on the job description for the position made part of the Strategic Plan developed by the CEDC.

SECTION 6. 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 7. 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
4303 Route 9
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.

(REST OF PAGE LEFT PURPOSEFULLY BLANK)

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

COLUMBIA ECONOMIC DEVELOPMENT CORPORATION

By: _____
Tony Jones, President

COUNTY OF COLUMBIA

By: _____
Patrick Grattan, Chairman

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

On the _____ day of _____, in the year Two Thousand Fifteen, before me, the undersigned, personally appeared TONY JONES 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 Fifteen, before me, the undersigned, personally appeared PATRICK GRATTAN, 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