

AGREEMENT

THIS is an Agreement made the _____ day of _____, 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 to avail itself of administrative support services available from CEDC to further the objectives of economic development in the County of Columbia, and

WHEREAS, CEDC is agreeable to providing such administrative services to the County in accordance with the terms and provisions hereof,

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

1. CEDC agrees to provide support services to the County for the calendar year 2015, in connection with the goals and objectives for economic development in the County of Columbia. Said support services shall include adequate, but not be limited to, support staff necessary to further said goals and objectives, including a Marketing Director, Business Development Specialist, Economic Development Specialist, Economic Developer, Bookkeeper, Administrative Supervisor.

2. CEDC will coordinate its efforts toward the furtherance of economic development with the Commissioner of Planning and Economic Development retained by the County of Columbia. The CEDC staff will provide administrative assistance to said Commissioner in support of the economic development program established by the County. The Commissioner will also assist CEDC in furtherance of the economic development programs established and desired by CEDC, and will act as its Executive Director.

3. The County shall pay CEDC the sum of Four Hundred Thirty-SevenSixty Thousand and no/100 Dollars (\$437,000.00) for the calendar year 2015 in connection with such administrative support services. Payments will be made in quarterly installments as follows:

- A. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before January 30, 2015,
- B. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before April 30, 2015,
- C. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before July 31, 2015, and
- D. One Hundred and Nine Thousand Two Hundred and Fifty and no/100 Dollars (\$109,250.00) on or before October 31, 2015.

It is understood that these payments do not include the salary or benefits for the Commissioner of Planning and Economic Development, who is a County of Columbia employee and not an employee of CEDC, and who will receive compensation solely from the County.

4. In performing services herein specified, CEDC is acting as an independent contractor and is not in any manner related to or an affiliate of the County.

5. 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.

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

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

8. Either party may terminate this Agreement prior to the end of the 2015 calendar year upon breach or default by the other party with respect to any of the terms and conditions hereof, provided, however, that upon any such alleged breach, written notice shall be given by the party electing to terminate such Agreement to the other party and the other party shall have thirty (30) days thereafter to cure any such breach.

9. 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.

10. 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 hereto have hereunto set their hands and seals the day and year first above written.

**COLUMBIA ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
David Crawford, 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 DAVID CRAWFORD 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