

SERVICE PROVIDER AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made by and between the WARREN COUNTY LOCAL DEVELOPMENT CORPORATION ("WCLDC"), a not-for-profit corporation of the State of New York, having a principal place of business located at the 1340 State Route 9, Lake George, New York 12845 and the ECONOMIC DEVELOPMENT CORPORATION, WARREN COUNTY, NEW YORK ("Provider"), 11 South Street – Suite 201, Glens Falls, New York 12801.

1. The WCLDC and the Provider agree that the Provider shall provide the WCLDC with professional services in connection with the WCLDC revolving loan fund and other services specified by Paragraph 5 below.
2. In consideration of the services to be provided by the Provider, the WCLDC shall pay the Provider the total sum of Fifty Thousand Dollars (\$50,000.00). The WCLDC shall not be liable to the Provider for any other services and/or expenses unless otherwise agreed to in writing by the WCLDC.
3. The Provider shall provide not less than two (2) of Provider's personnel to perform services described in paragraph 5 and who shall possess particular or expertise for which the WCLDC is contracting herein.
4. The WCLDC engages the Provider to provide grant and loan administrative services with respect to any current grants and loans awarded to the County. The WCLDC appoints the Provider as a sub-recipient of the WCLDC with respect to any grants and loans as contemplated within paragraph 5 below.
5. The Provider shall undertake the following activities:
 - a. Promote, operate, and expand the existing revolving loan fund, administer the existing loan portfolio, pursue repayment and collection of loans, adopt loan program policies and guidelines, rigorously review all loan applications, maximize use of loan funds to improve employment opportunities. Coordinate and integrate contributions from the Business Review Board.
 - b. Administer other economic development and loan and grant programs as the WCLDC and the Provider may agree upon. Align and coordinate WCLDC programs with overall Economic Development activity in Warren County and region.
 - c. The Provider will provide regularly (at least quarterly) reports to the Warren County WCLDC Board Members.
 - d. The Provider shall comply with all applicable federal, state, and local laws. The Provider is a local authority and as such has Public Authorities Law and Public Authorities Accountability Act compliance requirements.
6. For the services provided as described in paragraph 5 above, the WCLDC shall pay to the Provider the sum of Fifty Thousand Dollars (\$50,000) for the calendar year 2024.
7. The term of this Agreement shall commence January 1, 2024, and end December 31, 2024.
8. Either Party may terminate this Agreement with sixty (60) day advance written notice to the other Party.

9. The Provider on behalf of the WCLDC shall meet at least once per year with the County's Board of Supervisors standing committee for Economic Growth and Development.
10. All materials and property prepared for and on behalf of the WCLDC, together with all information memoranda, or other written material regarding the WCLDC's grants or loans, shall be deemed to be owned by the WCLDC and may be used by the WCLDC for any auditing or compliance reviews.
11. All financial and statistical records concerning or related to the purpose of this Agreement shall be maintained by the Provider for a minimum of six (6) years and shall be subject to inspection at reasonable times and notice by the WCLDC and its authorized officers, employees, and designees.

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WCLDC's authorized officers, employees, and designees shall be permitted to conduct any audits or other reviews deemed appropriate of said records. The Provider shall cooperate and provide all documents, records, receipts, account balance statements, vendor invoices, cash receipts journals, checks or copies of checks, deposit slips, purchase journals, State and Federal tax returns, and other information requested during such audits or reviews so that the WCLDC may perform a full and complete audit, or any accountants or auditors retained by the WCLDC shall be considered as authorized officers or designees of the WCLDC for purposes of audits and reviews.

12. Any type of discrimination and harassment is against WCLDC policy and is unlawful. The Provider acknowledges and agrees that it has read the entire WCLDC Policy Against Discrimination and Harassment, a copy of which can be found online at www.warrencountyny.gov under policies/union contracts/forms the link labeled Warren County Policy against Discrimination and Harassment. The WCLDC Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the WCLDC. This Agreement incorporates the entire policy as a material term of this Agreement. The Provider shall follow the policy in its entirety. If a complaint does arise, the Provider is to notify the WCLDC promptly. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the WCLDC, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from any Provider breach of this policy. To the fullest extent permitted by law, the WCLDC shall indemnify, hold harmless and defend the Provider, its Board, officers, employees, and volunteers against all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, resulting from a WCLDC breach of this policy.
13. This Agreement shall not be assigned, sold or transferred by the Provider to any other agency, party, or corporation without the prior written consent of the WCLDC.
14. The Provider agrees that it is an independent contractor and that the Provider and its employees and agents shall not hold themselves out as or claim to be officers or employees of WCLDC and they shall not make any claim for any rights or privileges applicable to an officer or employee of WCLDC.
15. This Agreement shall be deemed executory only to the extent of the moneys available to the WCLDC and the appropriations made by the WCLDC in the 2024 budget for this allocation and no liability on account thereof shall be incurred to the WCLDC beyond money so available for the purpose thereof.
16. Any dispute under this Agreement or related to this Agreement shall be decided in accordance

with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State court located within the County of Warren.

17. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.
18. This Agreement is the final agreement and understanding of the Parties and cannot be changed or modified except by mutual written agreement. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

Warren County Local Development Corporation

Kara Lais
2024 Attorney

Michael Wild Chairman
Warren County Local Development Corporation

Date: _____

Date: _____

Economic Development Corporation, Warren
County, New York

Jim Siplon, President

Date: _____