

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 11 South Street, Suite 201, Glens Falls, NY 12801 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. The term of this Agreement shall commence January 1, 2024, and end December 31, 2024.

7. Either Party may terminate this Agreement with sixty (60) day advance written notice to the other Party.
8. 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.
9. 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.
10. 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. The 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.
11. 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.
12. 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.
13. 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.
14. 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.

15. 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.
16. WCLDC shall be responsible for all damages caused to Provider by the acts, errors, or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement. To the fullest extent permitted by law, WCLDC shall defend, indemnify, and hold harmless Provider from and/or against claims, suits, actions, demands, liabilities, damages, and other costs of defense, including attorney's fees, which may result by reason of any liability imposed by law or otherwise upon Provider arising from WCLDC's acts, errors or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement. WCLDC and its employees and/or agents shall cooperate with Provider in connection with the investigation, defense, or prosecution of any action, suit, or proceeding related to the acts, errors, or omissions of WCLDC or its employees and/or agents in connection with Provider's performance of Services under this Agreement.
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: _____

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other Party.

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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.
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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: _____

Document comparison by Workshare Compare on Thursday, August 22, 2024
3:05:05 PM

Input:	
Document 1 ID	netdocuments://4869-6939-7979/2
Description	2024 - Agreement WCLDC and EDC
Document 2 ID	netdocuments://4869-6939-7979/3
Description	2024 - Agreement WCLDC and EDC
Rendering set	Standard

Legend:	
Insertion	
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Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	12
Deletions	12
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	24



Policy No. 10

ECONOMIC DEVELOPMENT CORPORATION DEFENSE AND INDEMNIFICATION POLICY

Pursuant to the By-Laws of the Economic Development Corporation (the “Corporation”), the Corporation shall defend, indemnify and hold harmless all members of the Board of the Corporation and each officer and employee thereof, from and/or against claims, suits, actions, demands, liabilities, damages, and other costs of defense, including attorney’s fees, which may result by reason of any liability imposed by law or otherwise arising from the EDC or WCLDC’s acts, errors or omissions of the WCLDC or EDC or its employees and/or agents in connection with the performance of their duties to the full extent to which indemnification is permitted under the Not-For-Profit Corporation Law of the State of New York.

Approved and adopted this 25th day of February 2014

Re-Affirmed March 20, 2024

Amended and approved September 18, 2024



Policy No. 10

ECONOMIC DEVELOPMENT CORPORATION DEFENSE AND INDEMNIFICATION POLICY

Pursuant to the By-Laws of the Economic Development Corporation (the "Corporation"), the Corporation shall defend, indemnify and hold harmless all members of the Board of the Corporation and each officer and employee thereof, from and/or against claims, suits, actions, demands, liabilities, damages, and other costs of defense, including attorney's fees, which may result by reason of any liability imposed by law or otherwise arising from the EDC or WCLDC's acts, errors or omissions of the WCLDC or EDC or its employees and/or agents in connection with in the performance of their duties, ~~and to the extent authorized by the Board of Directors, each other person authorized to act for the Corporation or on its behalf,~~ to the full extent to which indemnification is permitted under the Not-For-Profit Corporation Law of the State of New York.

Approved and adopted this 25th day of February 2014

Re-Affirmed March 20, 2024



**Policy No. 22
EDC Membership**

Members are identified as follows:

Returning Members: In the last quarter of the year, the EDC runs a membership renewal campaign, sending current members an invitation to renew for the upcoming year.

New Members: New members are businesses that have not held an EDC membership in the five (5) previous calendar years.

Performance Obligation: Membership benefits are outlined in annual member renewal materials and similarly posted on the EDC website. [*See addendum for membership levels and benefits at the time of policy approval.](#)

Transaction Price: Fixed fee based on level of enrollment, listed in annual member renewal materials, and similarly posted on the EDC website.

Allocated Transaction Price to Performance Obligation: Performance allocation is bundled and based on level of enrollment.

Returning members making payment in the 1st half of the year are considered renewals for that calendar year. These renewing members pay 100% of the rate and receive 100% of the benefits for their membership level.

Returning members making payment in the 2nd half of the year are considered pro-rated members for calendar year. These pro-rated members pay 50% of the rate and receive 50% of the benefits for their membership level.

New memberships paid within the 1st quarter (prior to March 30th) will be considered new members for the calendar year. These new members pay 100% of the rate and receive 100% of the benefits for their membership level.

New memberships paid after the 1st quarter (after March 30th) will be considered pro-rated new members for the calendar year. These pro-rated new members pay a rate that is pro-rated to the date of payment and receive a similarly pro-rated percentage of the benefits for their membership level.

When to Recognize Revenue

Entity receives access to benefits upon payment of annual membership fees. Throughout the year the member is not required to access the benefits but always can do so.

Membership is nonrefundable.

Returning memberships paid for during this renewal campaign period (i.e., before January 1st of the membership year) may be recorded as deferred income for the upcoming year.

New memberships paid for during the renewal campaign period (i.e., before January 1st of the membership year) may be recorded as deferred income for the upcoming year.

Invoices issued during this renewal campaign will be dated January 1st of the upcoming year.

**membership levels and benefits are subject to change.*

This policy recognizes the enhanced membership program adopted by the EDC for the 2025 calendar year.

The EDC Membership runs on the calendar year (January through December)

Businesses submitting payment of Annual EDC Membership Dues are entering into an exchanged transaction, whereby the EDC provides members with benefits as outline in annual member renewal materials and similarly posted on the EDC website.

New Policy No. 22, Adopted 10/17/23

Reaffirmed 3/20/24

Amended and approved 9/18/2024



EDC MEMBERSHIP OPPORTUNITIES

Our mission to provide business assistance and growth in Warren County cannot be fulfilled without the financial support from our local Business Community. Whether you are a large company or a small proprietor, your impact makes a difference. EDC is a 501c3 corporation and partially relies on memberships to continue to offer you networking opportunities as well as convening to provide business assistance.

LEVELS

BENEFITS

<p>Leadership Circle \$5,000</p>	<p>Members of the Leadership Circle receive:</p> <ul style="list-style-type: none"> • EDC e-news updates • EDC website logo recognition - link to organization/business • Access to EDC office space for meetings and/or workstation accommodations <p>Annual Event benefits</p> <ul style="list-style-type: none"> • Automatic premium sponsorship for events • Reserved table of 8 for events; discounts for additional tickets • Premium logo placement on event materials
<p>Premium \$3,500</p>	<p>Premium Level Members receive:</p> <ul style="list-style-type: none"> • EDC e-news updates • EDC website logo recognition – link to organization/business • Access to EDC office space for meetings and/or workstation accommodations <p>Annual Event benefits</p> <ul style="list-style-type: none"> • Automatic sponsorship for events • 6 courtesy tickets for events; discounts for additional tickets • Logo placement on event materials
<p>Associate \$2,500</p>	<p>Associate Level Members receive:</p> <ul style="list-style-type: none"> • EDC e-news updates • EDC website logo recognition – link to organization/business • Access to EDC office space for meetings and/or workstation accommodations <p>Annual Event benefits</p> <ul style="list-style-type: none"> • Automatic sponsorship for events • 4 courtesy tickets for events; discounts for additional tickets • Member organization/business listed on event materials

<p>Patron \$1,000</p>	<p><i>Patron Level Members receive:</i></p> <ul style="list-style-type: none"> • EDC e-news updates • Member organization listed on EDC website – link to organization/business • Access to EDC office space for meetings and/or workstation accommodations <p><i>Annual Event benefits</i></p> <ul style="list-style-type: none"> • 2 courtesy tickets for events; discounts for additional tickets • Member organization/business listed on event materials
<p>Supporter \$250</p>	<p><i>Supporter Level Members receive:</i></p> <ul style="list-style-type: none"> • EDC e-news updates • Member organization listed on EDC website – link to organization/business • Access to EDC office space for meetings and/or workstation accommodations <p><i>Annual Event benefits</i></p> <ul style="list-style-type: none"> • Discounted tickets for events • Member organization/business listed on event materials
<p>Individual \$100</p>	<p><i>Individual Members receive:</i></p> <ul style="list-style-type: none"> • EDC e-news updates • Access to EDC office space for meetings and/or workstation accommodations <p><i>Annual Event benefits</i></p> <ul style="list-style-type: none"> • Discounted tickets for events
<p>Reciprocal Membership</p>	<p><i>Available to Regional Non-profit Partners</i></p> <ul style="list-style-type: none"> • EDC e-news updates • Access to EDC office space for meetings and/or workstation accommodations • Discounted tickets for events