



COLUMBIA COUNTY LAND BANK CORPORATION NOTICE OF PUBLIC MEETING

Please take notice that there will be a regular meeting of the Columbia County Land Bank Corporation’s Full Board to be held in person on Tuesday, September 17, 2024 at 2:00 pm, at 401 State Street, Hudson, NY 12534 in accordance with Public Officers Law Section 103-a. This meeting is open to the public, who will have the opportunity to attend the meeting in person in the Committee Room at the 401 State Street address or via Zoom and provide live comments. Comments can also be provided via email before and during the meeting to cbrown@columbiaedc.com.

Meeting packets are posted and available on Columbia Economic Development’s website: <https://columbiaedc.com>.

Join Zoom Meeting:

Columbia Economic Dev Corp is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting: <https://us06web.zoom.us/j/86106764256?pwd=xilhnbfrPprdTuJNPQ653oeMd8UzQ6.1>

Meeting ID: 861 0676 4256, Passcode: 437122, Dial by your location: 1 646 558 8656

Find your local number: <https://us06web.zoom.us/j/86106764256?pwd=xilhnbfrPprdTuJNPQ653oeMd8UzQ6.1>

Dated: September 12, 2024

Chris Brown, Housing Development Coordinator, Columbia Economic Development Corporation

CCLBC Board of Directors Agenda

Members:

Matt B. Murell – Board Chairman	Brenda Adams - Secretary	Chris Watz - Director
Ron Knott – Vice-Chairman	Suzette Booy - Director	
PJ Keeler - Treasurer	Patrice Perry - Director	

- I. Call to Order**
- II. Roll Call**
- III. August Minutes**
- IV. CEDC Services Contract***
- V. Discussion**
 - a. Funding – Homes & Community Renewal – Capital Budget**
- VI. Public Comment**

*Requires Approval

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT is made as of the 1st day of July, 2024 by and between the COLUMBIA COUNTY LAND BANK CORPORATION hereinafter (“CCLBC”) a not-for-profit corporation organized and existing under the laws of the State of New York, with a principal mailing address at 401 State Street, Hudson, New York 12534; and the COLUMBIA ECONOMIC DEVELOPMENT CORPORATION hereinafter (“CEDC”), a local development corporation organized and existing under the laws of the State of New York with a principal place of business at One Hudson City Centre, Suite 301, Hudson, New York 12534.

WITNESSETH;

WHEREAS, CCLBC was formed pursuant to Article 16, Section 1600 of the New York Not-for-Profit Corporation Law. The primary purpose for which it was formed is to facilitate the return of tax-delinquent properties to productive use as well as the acquisition of real property that is tax delinquent, tax foreclosed, vacant, abandoned, to eliminate the harms and liabilities caused by such properties; and

WHEREAS, CEDC was formed pursuant to Article 14, Section 1411 of the New York Not-for-Profit Corporation Law, as a local development corporation; and

WHEREAS, CCLBC desires to avail itself of the administrative support services available from CEDC to further the aforementioned objectives, goals and purposes of the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, CCLBC and CEDC agree as follows:

1. Services. CCLBC hereby retains the services of CEDC to perform administrative functions for the Agency, as of July 1, 2024 (the “Commencement Date”) for a term of six (6) months as set forth herein. Such services shall include, but are not limited to, (a) scheduling, organizing and documenting meetings, including agendas, meeting materials and minutes; (b) assisting the Board in developing policies and plans, implementing effective operational procedures, and driving initiatives in accordance with board policies and/or applicable law; (c) preparing and filing required reports with the New York State Comptroller and the Authorities Budget Office, and (d) promoting and advancing CCLBC's mission. The CEDC will provide an annual written report regarding the nature and scope of activities carried out during the prior period. CEDC will work in cooperation with any other consultants engaged by CCLBC from time to time with respect to the operations of CCLBC.

2. The term of this Agreement shall commence on July 1, 2024 and shall terminate on December 31, 2024, except as extended in writing and signed by the parties.

3. Fees. For such service, CCLBC shall pay to CEDC the sum of FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000.00) , commencing on the Commencement Date, payable in two (2) installments in arrears, as a base fee

4. Meetings. CEDC shall provide to CCLBC all administrative and secretarial support necessary to accomplish CCLBC's obligations set forth herein,

5. Other Operations. CCLBC and CEDC recognize that the provision of administrative and support services of CEDC as set forth herein is not the only function or activity of the CEDC. Accordingly, it is understood that CEDC will also engage in carrying out the business operations of CEDC.

6. Regulatory Compliance. CEDC shall use all reasonable efforts to ensure CCLBC's compliance with any and all applicable federal, state, local or other governmental or municipal laws, rules, regulations and/or judicial administrative determinations from courts or administrative bodies having jurisdiction over CCLBC or CEDC. CEDC shall not be responsible to pay the costs and/or fees of any consultants hired by CCLBC, as authorized by CCLBC Board.

7. CEDC agrees to procure and maintain, at its own expense, insurance with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by CEDC, its employees, or its subcontractor (if any), as follows:

The coverage parts and amount of insurance required are those checked below and initialed by CEDC.

Commercial General Liability insurance with minimum limits of \$1,000,000.00 per occurrence, subject to a \$2,000,000.00 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, and blanket contractual liability.

Statutory Workers' Compensation, Employer's liability and New York State Disability in accordance with the Workers' Compensation and disability benefits laws of the State of New York.

8. Before commencing work on behalf of the CCLBC, CEDC shall furnish Certificates of Insurance reflecting the insurance requirements set forth in **Exhibit A**. CCLBC shall be designated as an additional insured on any and all insurance policies required under this Agreement and such designation shall be reflected on the Certificates of Insurance.

9. CEDC shall maintain any required insurance coverage during the life of this Agreement and the failure to do so shall make this Agreement voidable by CCLBC.

10. Underwriters will have no rights of recovery or subrogation against CCLBC, it being the intention of the parties that the insurance policies so affected shall protect both parties.
11. The insurance company(ies) issuing the policy(ies) shall have no recourse against CCLBC for payment of any premiums or assessments under any form of the policy.
12. Any and all deductible and self-insured retentions in the above-described insurance policies shall be assumed by and at the risk of CEDC in the amounts indicated in such policies.
13. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To CCLBC:

Matt B. Murell, Chairman
Columbia County Land Bank Corporation
401 State Street
Hudson, New York 12534

To CEDC:

F. Michael Tucker, President
Columbia Economic Development Corporation
One Hudson City Centre Suite 301
Hudson, New York 12534

14. CCLBC and CEDC shall independently provide for each organization's necessary and appropriate insurances, and each shall be responsible for its own premiums for such Insurance, including but not necessarily limited to, general liability insurance and errors and omissions insurance for their respective officers, directors and members, as the case may be. CEDC will carry at least the insurance described at **Exhibit A**.

15. Independent Contractor. In performing the services herein specified, CEDC is acting as an independent contractor. CEDC shall discharge its' responsibilities hereunder, through and under the direction of its' President and CEO, who shall be the Administrative Director of CCLBC, and will perform the services provided for herein in an orderly and professional manner. In performing its services provided for herein, CEDC is not authorized to act on behalf of CCLBC in order to bind CCLBC with respect to any agreements or dealings with any other party of entity.

16. Termination. Either party, upon thirty (30) days written notice to the other, may

terminate this Agreement in whole or in part. In such event, CEDC shall be compensated and CCLBC shall be liable for payment for services already rendered under this Agreement prior to the effective date of termination. In the event of a dispute as to the value of the services rendered by CEDC prior to the date of termination, it is understood and agreed that CCLBC shall determine the value of such services rendered by CEDC. Such reasonable and good faith determination shall be accepted by CEDC as final. In the event CCLBC determines that there has been a material breach by the CEDC of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on CEDC of written notice thereof, CCLBC, in addition to any other right or remedy it might have, may terminate this Agreement and CCLBC shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by CEDC. Notice hereunder shall be effective on the date of mailing.

17. Assignment. This Agreement shall not be assignable by either party without prior written consent of the other.

18. Renewal Terms. This Agreement may be renewed from time to time by written agreement between the parties. The compensation of CEDC to be paid by CCLBC for any renewal term is to be established by agreement between CEDC and CCLBC prior to the effective date of such renewal.

19. Books and Records. All books and records maintained by CEDC on behalf of CCLBC are the property of CCLBC and shall be available for use and also review by CCLBC at all times. CEDC shall maintain accurate and complete records of the reports and monitoring required by this Agreement, and shall maintain such documents for a period of six years from document generation or transfer such documents to CCLBC for retention. CEDC agrees to cooperate with any audit of this Agreement undertaken by CCLBC or any entity with jurisdiction to audit CCLBC, including without limitation any granting agency.

20. Indemnity. CCLBC shall defend, indemnify and hold CEDC harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, liabilities, costs and expenses, including, but not limited to reasonable attorney's fees, for damages or losses which are or may be asserted against CEDC on account of any acts or omissions of CCLBC, its members, employees, agent or invitees. CEDC shall defend, indemnify and hold CCLBC harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, liabilities, costs and expenses, including, but not limited to reasonable attorney's fees, damages or losses which are or may be asserted against the CCLBC on account of any acts or omissions of CEDC, its members, employees, agents, or invitees. The provisions of this Section 12 shall survive termination or expiration to the extent of any claims arising prior to the date of termination or expiration.

21. Default. If either party defaults in the observance or performance of any material term of this Agreement, and such default continues for more than thirty (30) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may terminate this Agreement upon written notice to the defaulting party. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to CCLBC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any remedy shall impair any such remedy or construed to be a waiver thereof. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

22. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

23. No Recourse. All covenants, stipulations, promises, agreements and obligations of CCLBC contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of CCLBC, and not of any member, director, officer, employee or agent of CCLBC in his or her individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of CCLBC.

24. No Third Party Beneficiary; Entire Agreement; Governing Law. The provisions of this Agreement are solely for the benefit of the parties and the parties intend no benefits to third persons. This Agreement contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

25. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a New York State court of competent jurisdiction.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of New York and venue for any action shall be in the Columbia County Supreme or County Court.

27. This Agreement is entered into for the purpose of performing a governmental function, and it shall inure only to the benefit of the entities that are the parties hereto. This Agreement is

not intended to benefit any person or entity that is not a signatory to this Agreement, and it does not create any rights in favor of, nor does it expand or enlarge any rights of, persons or entities who are not signatories to this Agreement. There are no third-party beneficiaries to this Agreement.

28. Amendment. This Agreement may be modified or amended only by written agreement executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands, as of the date first above written.

[SEAL]

COLUMBIA COUNTY LAND
BANK CORPORATION

By: _____

Matt B. Murell, Chairman

[SEAL]

COLUMBIA ECONOMIC
DEVELOPMENT CORPORATION

By: _____

James Calvin, Chair

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

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Matt B. Murell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this ___ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared James Calvin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted,

executed the instrument.

Notary Public

EXHIBIT A

Insurance

CEDC shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to CCLBC of, the following policies of insurance:

- a. Workers' compensation and other statutory coverage required by New York Law without regard to jurisdiction.
- b. Automobile Liability policies with the limits of not less than \$500,000 caused by accident or arising out of the ownership, maintenance or use of owned, non-owners, or hired automobiles with minimum limits of \$500,000 for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles.
- c. Comprehensive General Liability Insurance shall be furnished with limits not less than \$1,000,000 for each person/each accident and \$2,000,000 Aggregate.

Any policy required to be maintained under this section shall be from a company rated at least A/X by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to CCLBC.

Prior to the Commencement Date and as a condition precedent to this Agreement, the Consultant shall furnish CCLBC with certificates of insurance listing CCLBC as a certificate holder, and upon demand, shall provide such policies to CCLBC. At least thirty (30) days prior to expiration of any policy required by this Agreement, the Consultant shall furnish CCLBC evidence satisfactory to CCLBC of the continuation of such coverage in accordance with this Agreement.