

CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY
RESOLUTION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENT

A regular meeting of City of Cohoes Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at 97 Mohawk Street, Cohoes, New York on January 15, 2019 at 8:15 a.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Rod Dion	Chair
William Keeler	Vice Chair
Theresa M. Thibodeau	Treasurer
Manny Santos	Member
Cliff Bird	Member
Horace (Bud) Hallock, Jr.	Member

Members Absent:

Stanley Szozda	Secretary
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AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Deborah Jacques	Executive Assistant, Office of Economic Development
Catherine M. Hedgeman, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by Cliff Bird, seconded by Manny Santos, to wit:

RESOLUTION AMENDING THE BYLAWS.

WHEREAS, City of Cohoes Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, as provided in Article IV, Section 3 of the Agency's by-laws the Agency may appoint a additional personnel as needed; and

WHEREAS, the Agency Board wishes to re-appoint Deborah Jacques as an administrative Assistant, and enter into a contract for services regarding the same; and

WHEREAS, the Agency Board has received and reviewed a proposed contract for Administrative Services from Deborah Jacques, a true and accurate copy attached hereto as Schedule A;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby takes the following actions:

- (A) Appoints Deborah Jacques as Agency Administrative Assistant for 2019; and
- (B) Approves the proposed contract for Administrative Services as indicated on the attached Schedule A.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Rod Dion	VOTING	<u>Yes</u>
William Keeler	VOTING	<u>Yes</u>
Theresa M. Thibodeau	VOTING	<u>Yes</u>
Stanley Szozda	VOTING	<u>Absent</u>
Manny Santos	VOTING	<u>Yes</u>
Cliff Bird	VOTING	<u>Yes</u>
Horace (Bud) Hallock, Jr.	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

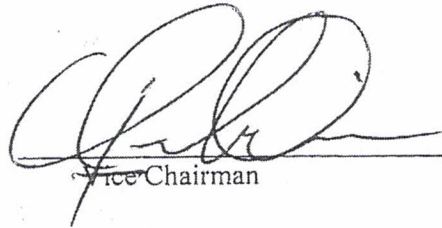
STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned ~~Vice~~ Chairman of City of Cohoes Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on January 18, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 15th day of January, 2019.



Vice Chairman

(SEAL)

SCHEDULE A

CONSULTING CONTRACT

THIS AGREEMENT is made as of _____ between City of Cohoes Industrial Development Agency (the "Agency") and Deborah Jacques (Contractor).

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this agreement, the provisions of such attachments shall govern.

1. *Services.* Contractor agrees to perform for Client the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Client and Contractor. Such services are herein referred to as "Services." Client agrees that Contractor shall have ready access to Client's staff and resources as necessary to perform the Contractor's services provided for by this contract.
2. *Rate of Payment for Services.* Client agrees to pay Contractor for Services in accordance with the schedule contained in Exhibit B attached hereto and executed by both Client and Contractor.
3. *Invoicing.* Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by the Contractor, and Client shall pay the amount of such invoices to Contractor.
4. *Confidential Information.* Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party.

Contractor hereby acknowledges that during the performance of this contract, the Contractor may learn or receive confidential Client information and therefore Contractor hereby confirms that all such information relating to the clients business will be kept confident by the Contractor.

5. *Client Representative.* The Chairman of the Board shall represent the Client during the performance of this contract with respect to the services and deliverables as defined herein and has the authority to execute written modifications or additions to this contract as defined in Section A.
6. *Taxes.* Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of Client and Client and Contractor specifically agree that Contractor is not an employee of Client.
7. *Independent Contractor* - The Contractor is engaged in an independent business and agrees to perform services in the manner of and as an independent Contractor and not as the agent or employee of the Authority. The Contractor shall exercise full control over supervision of the employment, direction, compensation and discharge of its officers and employees and of all other persons assisting it in the performance of the services.

LIMITED WARRANTY

8. *Professional Liability and Insurance:* Contractor is absolutely and solely responsible for any claims arising out of his/her business activities. The Agency and its respective directors, officers, partners and employees are not liable for damages due to any act or omission on the part of the Contractor.
9. *Indemnification:* The Contractor commits to indemnify and to release and hold the Agency harmless, as well as its chief executive officer, managers, administrators, members, employees, representatives, partners and proxies for any obligation (contractual and/or extra-contractual), claim, action, damage (corporeal, material, and/or moral), responsibility, loss, cost, penalty, condemnation, judicial cost, lawyers' fees, fines, procedures (of all nature) and expenses, of any nature, following, directly or indirectly, in any way, the operation of the Contractor in its business, its activities which consist as part of the present agreement, of services or resulting from any act, error, lack of execution, or omission of the Contractor and its employees, agents, proxies, representatives or any persons under its control.
10. *Modification:* Contractor understands the obligations under this agreement may not be modified, released or terminated without written consent from the Agency.
11. *Term of the Agreement:* The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for a period of one year, unless terminated sooner as provided herein.
12. *Termination:* Either party may terminate this agreement, given reasonable cause, as provided below, or by giving 3 days written notice to the other party of the intention to terminate this agreement:
 - a. Material breach of the provisions of this agreement.
 - b. Any action by either party exposing the other to liability for property damage or personal injury.
 - c. The Contractor fails to maintain the standard of service deemed appropriate by the Agency.
 - d. The Contractor engages in any pattern or course of conduct on a continuing basis, which adversely affects the Contractors or employer's ability to perform services.
 - e. no cause whatsoever.

At the time of termination, CONTRACTOR shall be paid for any outstanding work that has been approved and completed through the date of termination.

13. *Conflicts of Interest:* CONTRACTOR certifies that he/she is not a party to any agreements which in any way conflict with the provisions herein.

14. *Notices.*

a. Notices to Client should be sent to:

Chairman
Cohoes IDA
Board of Directors
97 Mohawk Street
Cohoes, NY 12047

b. Notices to Contractor should be sent to: Deborah Jacques
6 Grandview Avenue
Cohoes, NY 12047

15. *Counterparts:* This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.
16. *Choice of Law.* The validity, interpretation, construction, enforcement and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the rules or principles of conflict of laws. Any action or proceeding arising out of this Agreement shall be commenced exclusively in courts located in Albany County, New York, and the parties hereby consent to the jurisdiction of any state or federal court located therein.
17. *Partial Invalidity:* If any portion of this agreement shall be ruled or adjudicated invalid for any reason, that portion shall be deemed excised here from and the remainder of this agreement shall continue in full force and effect unaffected by any such validity.
18. *Complete Agreement.* This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Contractor by any of its agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereto. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

19. *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the probation on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written.

Client
Rod Dion
Chairman
CIDA

Contractor
Deborah Jacques

Exhibit A – Scope of Services

1. Contractor agrees provide staffing services including but not limited to: Executive Director and Administrative Services, for Board and Committee Meetings;
2. Manage all grant programs;
3. Prepare and submit all required reports to the State of New York and other entities

Client

Contractor

Exhibit B – Payment for Services

1. Contractor agrees to provide Client with administrative services on a yearly basis for the fee of \$5,000. Paid quarterly.
2. Contractor agrees to provide client with an update of the progress of the Agency at each regularly scheduled meeting
3. Additional duties as required will be assigned by the Chairman of the Board.

Client

Contractor

CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY
ANNUAL HOUSEKEEPING RESOLUTION 2019

A regular meeting of City of Cohoes Industrial Development Agency (the "Agency") was convened in public session at the office of the Agency located at 97 Mohawk Street, Cohoes, New York on January 15, 2019 at 8:00 a.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Rod Dion
William Keeler
Theresa Thibodeau
Cliff Bird
Manny Santos
Horace (Bud) Hallock

MEMBERS ABSENT:

Stanley Szozda

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Deborah Jacques, Administrative Assistant
Michael Durocher, CFO
Catherine Hedgeman, esq. Agency Counsel
A. Joseph Scott, Esq., Special Agency Counsel

The following resolution was offered by Manny Santos, seconded by Horace Hallock, to wit:

RESOLUTION APPROVING CERTAIN APPOINTMENTS AND ADMINISTRATIVE
MATTERS OF THE AGENCY.

WHEREAS, City of Cohoes Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, under Section 858 of the Act, the Agency has the power to make certain appointments and approve certain administrative matters; and

WHEREAS, as provided in the Agency's by-laws and the Governance Committee Charter, the members of the Governance Committee have reviewed and made certain recommendations on the Agency by-laws and policies; and

WHEREAS, the members of the Agency desire to make certain appointments and approve certain administrative matters;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby takes the following actions:

(A) Approves the appointments and the administrative matters described in Schedule A attached hereto.

Section 2. The Agency hereby authorizes the Chair to take all steps necessary to implement the matters described in Schedule A attached.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Rod Dion	VOTING	<u>Yes</u>
William Keeler	VOTING	<u>Yes</u>
Theresa Thibodeau	VOTING	<u>Yes</u>
Stanley Szozda	VOTING	<u>Absent</u>
Cliff Bird	VOTING	<u>Yes</u>
Manny Santos	VOTING	<u>Yes</u>
Horace Hallock	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

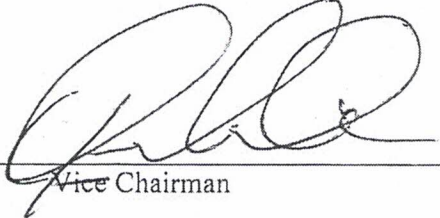
STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned ~~Vice~~ Chairman of City of Cohoes Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on January 15, 2019 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the City of Cohoes Industrial Development Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 15th day of January, 2019.



Vice Chairman

(SEAL)

SCHEDULE A

Confirmation of Regular Agency Meeting Schedule

Third Tuesday of the Month at 8:15 a.m.

Appointment of Staff to the Agency

Deborah Jacques , Administrative Assistant
Michael Durocher, Chief Financial Officer

Appointment of Accounting Firm of the Agency

Cusack & Company, CPA's LLC

Appointment of Agency Counsel

Catherine M. Hedgeman, Esq.
Law office of Catherine M. Hedgeman, PLLC

Appointment of Bond Counsel to the Agency

Hodgson Russ, LLP – A. Joseph Scott, III

Appointment of Executive Board Members

Chairman	Rod Dion
Vice Chairman	William Keeler
Secretary	Stanley Szozda
Treasurer	Theresa Thibodeau

Appointments to Governance Committee

Stanley Szozda
Manny Santos
Rod Dion
Cliff Bird

Appointments to Audit Committee

Manny Santos
William Keeler
Theresa Thibodeau

Appointments to Finance Committee

Horace Hallock
William Keeler
Theresa Thibodeau

CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY
RESOLUTION TO APPROVE INDEPENDENT CONTRACTOR AGREEMENT

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The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Rod Dion	Chair
William Keeler	Vice Chair
Theresa M. Thibodeau	Treasurer
Manny Santos	Member
Cliff Bird	Member
Horace (Bud) Hallock, Jr.	Member

Members Absent: Stanley Szozda Secretary

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Deborah Jacques	Executive Assistant, Office of Economic Development
Catherine M. Hedgeman, Esq.	Agency Counsel
A. Joseph Scott, III, Esq.	Special Agency Counsel

The following resolution was offered by Horace Hallock, seconded by Theresa Thibodeau, to wit:

RESOLUTION AMENDING THE BYLAWS.

WHEREAS, City of Cohoes Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act") and Chapter 325 of the 1974 Laws of New York, as amended, constituting Section 903-a of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, as provided in Article IV, Section 2 of the Agency's by-laws the Agency may appoint a Chief Financial Officer; and

WHEREAS, the Agency Board wishes to re-appoint Michael Durocher as CFO, and enter into a contract for services regarding the same; and

WHEREAS, the Agency Board has received and reviewed a proposed contract for CFO services from Michael Durocher, a true and accurate copy attached hereto as Schedule A:

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF COHOES INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby takes the following actions:

- (A) Appoints Michael Durocher as Agency CFO for 2019; and
- (B) Approves the proposed contract for CFO Services as indicated on the attached Schedule A.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Rod Dion	VOTING	<u>Yes</u>
William Keeler	VOTING	<u>Yes</u>
Theresa M. Thibodeau	VOTING	<u>Yes</u>
Stanley Szozda	VOTING	<u>Absent</u>
Manny Santos	VOTING	<u>Yes</u>
Cliff Bird	VOTING	<u>Yes</u>
Horace (Bud) Hallock, Jr.	VOTING	<u>Yes</u>

The resolution was thereupon declared duly adopted.

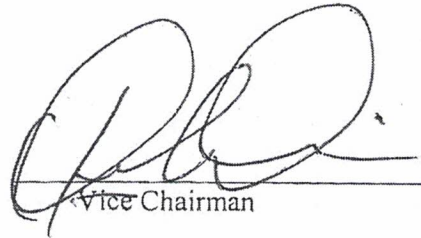
STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

I, the undersigned ~~Vice~~ Chairman of City of Cohoes Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on January 18, 2018 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this 15th day of January, 2019.



Vice Chairman

(SEAL)

SCHEDULE A

CONSULTING CONTRACT

THIS AGREEMENT is made as of _____ between City of Cohoes Industrial Development Agency (the "Agency") and Michael Durocher (Contractor).

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this agreement, the provisions of such attachments shall govern.

1. *Services.* Contractor agrees to perform for Client the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Client and Contractor. Such services are herein referred to as "Services." Client agrees that Contractor shall have ready access to Client's staff and resources as necessary to perform the Contractor's services provided for by this contract.
2. *Rate of Payment for Services.* Client agrees to pay Contractor for Services in accordance with the schedule contained in Exhibit B attached hereto and executed by both Client and Contractor.
3. *Invoicing.* Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by the Contractor, and Client shall pay the amount of such invoices to Contractor.
4. *Confidential Information.* Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party.

Contractor hereby acknowledges that during the performance of this contract, the Contractor may learn or receive confidential Client information and therefore Contractor hereby confirms that all such information relating to the clients business will be kept confident by the Contractor.

5. *Client Representative.* The Chairman of the Board shall represent the Client during the performance of this contract with respect to the services and deliverables as defined herein and has the authority to execute written modifications or additions to this contract as defined in Section A.
6. *Taxes.* Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of Client and Client and Contractor specifically agree that Contractor is not an employee of Client.
7. *Independent Contractor* - The Contractor is engaged in an independent business and agrees to perform services in the manner of and as an independent Contractor and not as the agent or employee of the Authority. The Contractor shall exercise full control over supervision of the employment, direction, compensation and discharge of its officers and employees and of all other persons assisting it in the performance of the services.

LIMITED WARRANTY

8. *Professional Liability and Insurance:* Contractor is absolutely and solely responsible for any claims arising out of his/her business activities. The Agency and its respective directors, officers, partners and employees are not liable for damages due to any act or omission on the part of the Contractor.
9. *Indemnification:* The Contractor commits to indemnify and to release and hold the Agency harmless, as well as its chief executive officer, managers, administrators, members, employees, representatives, partners and proxies for any obligation (contractual and/or extra-contractual), claim, action, damage (corporeal, material, and/or moral), responsibility, loss, cost, penalty, condemnation, judicial cost, lawyers' fees, fines, procedures (of all nature) and expenses, of any nature, following, directly or indirectly, in any way, the operation of the Contractor in its business, its activities which consist as part of the present agreement, of services or resulting from any act, error, lack of execution, or omission of the Contractor and its employees, agents, proxies, representatives or any persons under its control.
10. *Modification:* Contractor understands the obligations under this agreement may not be modified, released or terminated without written consent from the Agency.
11. *Term of the Agreement:* The term of this Agreement shall commence upon contract execution by both parties and will continue in effect for a period of one year, unless terminated sooner as provided herein.
12. *Termination:* Either party may terminate this agreement, given reasonable cause, as provided below, or by giving 3 days written notice to the other party of the intention to terminate this agreement:
 - a. Material breach of the provisions of this agreement.
 - b. Any action by either party exposing the other to liability for property damage or personal injury.
 - c. The Contractor fails to maintain the standard of service deemed appropriate by the Agency.
 - d. The Contractor engages in any pattern or course of conduct on a continuing basis, which adversely affects the Contractors or employer's ability to perform services.
 - e. no cause whatsoever.

At the time of termination, CONTRACTOR shall be paid for any outstanding work that has been approved and completed through the date of termination.

13. *Conflicts of Interest:* CONTRACTOR certifies that he/she is not a party to any agreements which in any way conflict with the provisions herein.

14. *Notices.*

a. Notices to Client should be sent to:

Chairman
Cohoes IDA
Board of Directors
97 Mohawk Street
Cohoes, NY 12047

b. Notices to Contractor should be sent to: Michael Durocher
62 Breslin Avenue
Cohoes, New York 12047

15. *Counterparts:* This agreement may be executed simultaneously in two counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such counterpart.
16. *Choice of Law.* The validity, interpretation, construction, enforcement and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to the rules or principles of conflict of laws. Any action or proceeding arising out of this Agreement shall be commenced exclusively in courts located in Albany County, New York, and the parties hereby consent to the jurisdiction of any state or federal court located therein.
17. *Partial Invalidity:* If any portion of this agreement shall be ruled or adjudicated invalid for any reason, that portion shall be deemed excised here from and the remainder of this agreement shall continue in full force and effect unaffected by any such validity.
18. *Complete Agreement.* This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Contractor by any of its agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereto. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

19. *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the probation on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written.

Client
Rod Dion
Chairman
CIDA

Contractor
Michael Durocher

Exhibit A – Scope of Services

Contractor agrees provide staffing services including but not limited to:

1. CFO and Administrative Services, for Board and Committee Meetings; Contractor agrees to provide client with an update of the progress of the CIDA at each regularly scheduled meeting
2. Assist with preparation and submission of all required reports to the State of New York and other entities;
3. Assist with the preparation of response to any and all Financial Audits and FOIL requests
4. Additional duties as required will be assigned by the Chairman of the Board.

Client

Contractor

Exhibit B – Payment for Services

Contractor agrees to provide Client with administrative services on a yearly basis for the fee of \$6,500.

Client

Contractor