

RESOLUTION AUTHORIZING EXECUTION OF CONSULTING SERVICES AGREEMENT WITH JAY SHERMAN AS COORDINATOR, ADMINISTRATOR AND SUPERVISOR OF THE RENSSELAER COUNTY EMPIRE ZONE PROGRAM FOR THE YEAR 2018

WHEREAS, the provision of consultant services as Coordinator, Administrator and Supervisor of the Rensselaer County Empire Zone Program requires special and technical skill, training and expertise in order to best serve the County Empire Zone, the County and this Agency; and

WHEREAS, said services are in the nature of professional services as that term is used in the Agency's Procurement Policy; and

WHEREAS, Jay Sherman does uniquely possess the required combination of special and technical skill, training, and expertise in that he has previously: served for approximately 2 ½ years as the Director of Development for the City of Schenectady, which included oversight of the Economic Development Zone; served as Chairman of the Town of Colonie Industrial Development Agency for approximately 17 years; served on the Town of Colonie Planning Board for approximately 2 years; served as the Colonie Town Board member liaison between the Board and the Colonie Planning Board for 8 years; served as an Albany County Legislator for approximately 16 years with strong involvement in economic development issues; served from April 1, 2007 to December 31, 2008 as an employee of the Rensselaer County Industrial Development Agency coordinating, administering and supervising the Rensselaer County Empire Zone; and served since January 1, 2009 as a consultant to this Agency for the purpose of coordinating, administering and supervising the Rensselaer County Empire Zone Program; and

WHEREAS, this Agency finds the said Jay Sherman to be accountable, reliable, responsible, and skillful, and to have an excellent reputation in the field of economic development, to have the necessary contacts for success in that field, to have the necessary education, training, judgment, integrity and moral worth to succeed in that field; and

WHEREAS, this Agency finds that continuity of service with respect to coordinating, administering and supervising the Empire Zone Program is especially important in that the program involves many ongoing projects and long term relationships; and

WHEREAS, for the foregoing reasons it would not be productive nor in the best interest of this Agency to solicit alternative proposals and quotations for consulting services as coordinator, administrator and supervisor of the Rensselaer County Empire Zone Program; and

WHEREAS, the appointment of Jay Sherman would be in accord with the Agency's policy set forth in Section 4 of the Agency's Procurement Policy; and

WHEREAS, this agency has been well served by Jay Sherman in the aforementioned capacity and is desirous of continuing the relationship; now, therefore be it

RESOLVED, that the Rensselaer County Industrial Development Agency hereby agrees to engage said Jay Sherman as a consultant and independent contractor to coordinate and provide administrative and supervisory services required in connection with the operation of the Rensselaer County Empire Zone program from January 1, 2018 through December 31, 2018 at an annual cost of 45,000 Dollars, payable monthly, plus any reasonable expenses incurred in compliance with the Agency's Travel and Expense Policy, and the Director of this Agency is hereby authorized to enter into a written agreement with said Jay Sherman, substantially in the form of the attached proposed consultant agreement, such written agreement to be in effect from January 1, 2018 through December 31, 2018; and to be in a form approved by Agency Counsel.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstentions:

November 9, 2017

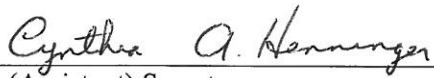
STATE OF NEW YORK)
) SS.:
COUNTY OF RENSSELAER)

I, the undersigned (Assistant) Secretary of Rensselaer County Industrial Development Agency (the "Agency"), DO HEREBY CERTIFY that I have compared the foregoing annexed extract of the minutes of the meeting of the members of the Agency, including the Resolution contained therein, held on November 9, 2017 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of such Resolution contained therein 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 duly 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 9th day of November, 2017.



(Assistant) Secretary

(SEAL)

THIS AGREEMENT

Made effective the First day of January, 2018, by and between Rensselaer County Industrial Development Agency, located at 1600 7th Avenue, Troy, New York 12180 (hereinafter "the Client") and Jay Sherman (hereinafter "the Consultant") with a business address of 1560 Randolph Road, Schenectady, New York 12308

WITNESSETH:

WHEREAS, the Client desires to engage Consultant, an independent contractor, as coordinator, administrator and supervisor of the Rensselaer County Empire Zone program and to handle other special projects as directed by the Client;

WHEREAS, Consultant has agreed to provide such services to the Client;

NOW, THEREFORE, the parties hereby agree as follows:

SCOPE OF SERVICES

Consultant will provide to the Client the services listed in Attachment A ("Scope of Services"), incorporated herein by reference. The Client agrees to cooperate with, and provide assistance to, Consultant as described in Attachment A.

REMUNERATION

1. As compensation for the performance of the services described in Attachment A, Client will pay Consultant in the amount and manner set forth in Attachment B ("Compensation and Payment").
2. Consultant shall submit invoices to the Client on a monthly basis, after the close of each month. The invoices will include a reasonably detailed description of the services provided and the time expended in providing them.
3. In no event shall Consultant's charges to the Client exceed the amounts provided in Attachment B, without specific written approval having been given by the Client prior to any such charges having been incurred.

MISCELLANEOUS

1. Consultant agrees that he will not hold himself out as, nor claim to be, an officer or employee of the Client, and that Consultant will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Client.
2. The Client agrees to indemnify and hold harmless Consultant from any liability for consequential damages caused as a result of any action by the Client.
3. Consultant acknowledges and agrees that he shall not be covered by any Worker's Compensation Insurance policy or Disability Insurance policy maintained by the Client, and that Consultant shall be solely responsible for maintaining such coverage to the extent required by law.
4. This agreement may not be amended or otherwise modified except upon the written agreement of the parties.
5. No remedies or rights conferred upon Client or Consultant by this Agreement are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.
6. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this contract shall be construed in all respects as if any invalid or unenforceable provision were omitted.
7. This contract embodies the entire agreement and understanding between the parties pertaining to the subject matter of this contract, and supersedes all prior agreements, understandings, negotiations, representations and discussions between the parties.
8. As an independent contractor, Consultant shall develop his own work plan to accomplish the objectives of this engagement; shall exercise his own judgment in carrying out that work plan; shall provide his own tools, equipment and workspace for carrying out this engagement, but shall also have the use of Client space and equipment when that is for the convenience of the Client in the execution of the Consultant's duties for the Client under this agreement. Consultant shall set his hours of work in such a way as to best accomplish this engagement. Consultant shall consult with Client's staff, and shall inform them of his plans and activities, and shall report on the results thereof monthly or - more often as requested by the Client.

9. For the convenience of the Client, Consultant will be provided with a mobile phone and i-pad and he shall be expected to keep those at hand and charged, and to be responsive to them and to send and receive Client related messages thereon at all reasonable hours, including before and after regular workday hours and on weekends, as may be required. As a practical matter therefore, Consultant, is authorized to utilize those items for minor incidental personal use, similar to the incidental personal use of an office desk phone which is currently allowed, recognizing it is not practical to expect him to carry two of each such devices with him at all times. If the Client were to determine that excessive personal use was being made of these items then a charge would be established therefore.

TERM OF AGREEMENT

1. This agreement shall take effect January 1, 2018 and shall terminate at midnight December 31, 2018, unless sooner terminated pursuant to the terms of this agreement.
2. This agreement may be terminated by either party at any time, without cause, to be effected by the giving of 30 days prior written notice from the terminating party to the other party at the appropriate address as set forth above.
3. Upon any early termination, Consultant shall be entitled only to the compensation as provided in Attachment B, pro-rated to the day of termination.

AGREED TO:

For Rensselaer County
Industrial Development Agency

For Consultant

By: _____
Robert L. Pasinella, Jr.
Director

By: _____
Jay Sherman
Consultant

Date: _____

Date: _____

Approved as to form

Peter R. Kehoe, Esq.
Counsel, Rensselaer County Industrial
Development Agency

ATTACHMENT A

Scope of Services

Consultant will provide the following Empire Zone administrative services to the Client:

- Maintain a database with all required information on the Zone's certified businesses.
- Update, as necessary, the County's Zone Development Policy and Zone Development Plan following comment from ESD.
- Meet with the Zone Administration Board on an as needed basis when removal of a business from the Empire Zone is being recommended by the Zone Coordinator and to keep the Client apprised of any and all matters relevant to the Client.
- Meet the annual program requirement for the Zone by processing the Business Annual Reports (BAR) of all the Rensselaer County Empire Zone and entering all gathered information into the Empire State Development database.
- Convene Zone Administrative Board meetings on an as needed basis.

Consultant will provide the following Excelsior Jobs Program administrative services to the Client:

- Provide initial interface with potential Excelsior Jobs Program candidates to assist them in understanding the certification process and any benefits they may be entitled to receive from the program.
- Ensure that potential Excelsior Jobs Program candidates are introduced to appropriate Empire State Development personnel who will process applications for the Excelsior Jobs Program
- Ensure that potential Excelsior Jobs Program candidates are not also in the Empire Zone and provide forms for voluntary decertification from the Empire Zone for those that are.

Consultant will handle any special projects as requested by the Agency, the Chairman, or the Executive Director of the Rensselaer County Industrial Development, including, as may be required: the conduct of public hearings and the reporting of the results of the hearings to the RCIDA; the creation of PILOT agreements for IDA projects as well as preparation of information for PILOT deviation letters; meeting with existing or potential clients to resolve questions or concerns; and, the showing of Agency properties which from time to time may be offered for sale.

The Client will:

- Refer businesses to the Consultant's office as appropriate.
- Arrange all signatures and authorizations as necessary from officials for administration and certification operations of the Zone.
- Provide in-kind services to Consultant from the County Planning Department with respect to GIS and other mapping requirements as necessary to the performance of Consultant's duties hereunder.
- Provide Consultant with all existing Empire Zone documentation, files and data.
- Provide Consultant with a computer and work space when the performance of his duties hereunder requires him to be present in The Rensselaer County Economic Development Planning Office.

ATTACHMENT B

Compensation and Payment

- a. As remuneration for services provided, as described in Attachment A, the Client shall pay Consultant a monthly fee, for each month of service hereunder, in the amount of \$3,750.00 to be paid on the last day of each month, the first of such payments becoming due on the last day of January, 2018.
- b. The cost of travel by private automobile in connection with the performance of the Consultant's duties described in Attachment A will be reimbursed at the "federal reimbursement rate" per mile.
- c. All other expenditures by Consultant (e.g. purchase of supplies, proprietary data, etc.) will be charged to Client at cost, any individual expenditures in excess of \$500 to be approved in advance by the Client.
- d. All travel expenses and other business expenses will be incurred only in compliance with Client's travel and expense policy and reimbursement therefore will be claimed, processed and paid in accordance with that policy.