

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR OF THE AGENCY  
TO ENTER INTO A CONTRACT FOR SPECIALIZED SERVICES WITH  
HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORP**

**WHEREAS**, the Hudson Valley AgriBusiness Development Corp. (HVADC) is a not-for-profit entity whose purpose is to develop, promote, enhance and strengthen the agribusiness industry and industries related thereto; and

**WHEREAS**, commercial agriculture is a major industry in Rensselaer County, which presents many opportunities for industry related to agriculture; and

**WHEREAS**, HVADC is uniquely qualified to assist the Rensselaer County Industrial Development Agency (the Agency) in the promotion and development in Rensselaer County of agribusiness and industry related to agriculture; and

**WHEREAS**, HVADC proposes to do so: by promoting and facilitating the development of processing facilities for agricultural products; providing analysis and start up assistance for new ventures and enterprises related to agricultural products; the creation and/or improvement of distribution networks and facilities for products related to agriculture; and other similar and related projects; and

**WHEREAS**, HVADC has agreed to undertake the above described tasks on behalf of the Agency for a three year period in exchange for a payment of \$25,000 per year, and

**WHEREAS**, the Executive Director of the Agency has determined that there is only one source that will satisfy the requirements of the Agency with respect to the desired services, and has recommended to the Agency members that this matter be approved as a sole source procurement pursuant to Section 4 (E) of the Agency's procurement policy, now therefore be it

**RESOLVED**, that the Executive Director of the Agency is hereby authorized to enter into a three year contract with HVADC for the above described and similar and related services to be delineated in the contract, substantially as set forth in the attached proposed contract, for a payment to HVADC not to exceed \$25,000 for each year of the contract, and be it further

**RESOLVED**, that the contract shall provide, inter alia,

- 1) That during the life of the contract, HVADC shall submit a report to the Agency Board quarterly, summarizing HVADC's activities and accomplishments under the contract, and
- 2) That payment of the annual amounts called for under the contract shall be made annually at the beginning of each contract year, and
- 3) That the contract may be terminated at the end of any quarter by the terminating party giving notice to the other party at least 30 days prior to the end of the quarter, and if the contract is so terminated, the obligations of bother parties under the contract will end at the end of the quarter, except that HVADC shall be compensated pro-rata for each quarter which elapsed prior to termination, with any unearned balance to be returned to the Agency no later than 30 days after the termination of the contract, and
- 4) That the payments under this contract will be used by HVADC only for programs described in the contract and directly benefitting Rensselaer County, and not for general administration, travel, internal organizational matters or fundraising, and
- 5) That the execution of the contract between the parties is subject to approval thereof, as to form, by Agency Counsel.

**Resolution ADOPTED by the following vote:**

**Ayes: 5**

**Nays: 0**

**Abstain: 0**

**November 14, 2024**

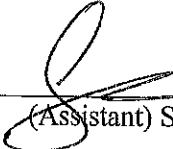
STATE OF NEW YORK            )  
  ) SS.:  
COUNTY OF RENSSELAER        )

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 14, 2024 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 14th day of November, 2024.

  
\_\_\_\_\_  
(Assistant) Secretary

(SEAL)

AGREEMENT

THIS is an Agreement made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **RENSSELAER COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (hereinafter "RCIDA"), a New York not-for-profit corporation, with address at 333 Broadway, Suite 320, Troy, New York 12180, and the **HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION** (hereinafter "HVADC"), with address at 507 Warren Street, Hudson, New York 12534, as follows:

*WHEREAS*, HVADC's mission is to enhance the agricultural sector in the Hudson Valley by assisting both new and existing agri-businesses, and supporting policies and regulations that recognize and support New York State's agricultural economy; and

*WHEREAS*, HVADC's programs are designed to support growth and development of agriculture and related industries by providing agribusiness technical assistance, project planning and development services, agricultural development support and capital access planning; and

*WHEREAS*, RCIDA recognizes the importance of farming and related agricultural businesses on the County's economy, and wishes to strengthen agriculture related business in the county and attract new agriculture related business and related new employment opportunities; and

*WHEREAS*, RCIDA has determined that HVADC is uniquely suited to aid in RCIDA's mission of encouraging economic development in Rensselaer County, including agricultural related business, and is a sole source of the desired services; and

*WHEREAS*, RCIDA wishes to engage I-IVADC to provide the specialized services to the RCIDA, as set forth below,

*NOW THEREFORE*, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. RCIDA agrees to provide payment to HVADC for the above described services according to the following schedule:

<u>CONTRACT YEAR</u>	<u>AMOUNT</u>
January 1 - December 31, 2025	\$ 25,000.00

January 1 - December 31, 2026 \$ 25,000.00

January 1 - December 31, 2027 \$ 25,000.00

Each annual payment hereunder shall be made to HVADC by January 1<sup>st</sup> prior to the start of each contract year, with the first payment due January 1, 2025 for year one of this contract. All moneys paid under this contract shall be used by HVADC only for the cost of programs and services for the specific benefit of Rensselaer County farmers, farms, agribusinesses and potential agri-business, as described in this agreement, and not for HVADC's general administration, travel, internal organizational matters or fundraising.

2. HVADC shall use the RCIDA funding for the stated purpose of fostering the growth and development of agricultural businesses and opportunities in Rensselaer County. HVADC will coordinate its efforts toward the furtherance of Rensselaer County agribusiness development with the Executive Director of RCIDA. In addition to any other services which might from time to time be agreed to between HVADC and the Executive Director of the RCIDA, HVADC shall provide the following services on behalf of the RCIDA:

A. HVADC will, within the first three months of this agreement, meet with a cross section of Rensselaer County farmers, existing agriculture related businesses and governmental and quasi-governmental entities to assist HVADC in understanding the current needs, challenges and opportunities for agriculture and agriculture related business in the County. HVADC shall, within one month of any such meetings, report to the Executive Director of the RCIDA, or his designee, the substance of such meeting and the participants therein. HVADC shall apply existing programmatic resources, and if necessary shall develop new programmatic resources, to assist Rensselaer County farmers and Rensselaer County agriculture related businesses in

meeting the needs identified through the meetings.

B. HVADC will seek prospective agribusinesses with the potential to locate in Rensselaer County and shall assist such prospective businesses in finding appropriate strategic sites with necessary infrastructure and amenities to encourage location of their businesses in Rensselaer County.

C. HVADC will provide outreach to Rensselaer County farmers and agriculture related businesses and will provide them with

1. technical assistance in applying for funding, and in implementing awards, from various public and private sources to include, but not be limited to, USDA Value Added grants, SBA, EDA, and NYS Consolidated Funding applications
2. business planning services, for those seeking to diversify production
3. business expansion counseling for those seeking to add processing capacity and to expand operations to make room for the next generation
4. local farm product sourcing for Farm-to-Table Co-packing and other regional and institutional buyers.

D. HVADC will, working with RCIDA staff, direct prospective agriculture related businesses to potential sites in Rensselaer County and shall acquaint such businesses with the desirable resources available to agriculture-related businesses in Rensselaer County, including an able and plentiful workforce. HVADC will connect such prospective businesses with the personnel at the Rensselaer County Economic Development & Planning Office and the RCIDA, and shall join with the EDO and the RCIDA in assisting and encouraging the prospective businesses to locate or expand in Rensselaer County.

E. HVADC will refer to RCIDA viable agriculture-related businesses

for consideration of project support.

3. **Reporting:** By March 31<sup>st</sup> of every year HVADC will provide a written annual report to the RCIDA Members, that shall consist of a detailed description of activities, performance and accomplishments with respect to each of the above assigned tasks for the contract year, which shall include relevant statistics showing the number of farmers and other agri-businessmen, businesses and potential developers with which the HVADC has had contact during the year, with respect to the various tasks assigned to it under this agreement, and the results of those contacts. Notwithstanding, any other provision herein to the contrary, each annual payment for services shall only be made after the annual report for the contract year has been received, reviewed and affirmatively approved by resolution adopted by the RCIDA Members.

4. This Agreement is not assignable by either party without the prior written consent of the other.

5. **Insurance.** Effective as of the date hereof and until RCIDA consents in writing to a termination, HVADC shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by not-for-profit entities of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

A. Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon HVADC by any applicable Worker's Compensation Law.

B. Worker's compensation insurance, disability benefits insurance, and each other form of insurance which HVADC is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the HVADC. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by HVADC (and reasonably satisfactory to RCIDA) and authorized to write such insurance in the State of New York. Such insurance may be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for at least thirty (30) days written notice of the cancellation thereof to RCIDA.

All such certificates of insurance of the insurers that such insurance is in force and effect, shall be provided to RCIDA effective on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, HVADC shall furnish RCIDA evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

6. **Hold Harmless.** HVADC shall indemnify and hold harmless RCIDA and its board members, officers, employees, agents, representatives, their respective successors and assigns and personal representatives harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to this Agreement, including without limiting the generality of the foregoing, reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing.

7. This Agreement may not be modified or amended except by written agreement executed by each of the parties.

8. Either party may terminate this Agreement at the end of any quarter by providing written notice to the other party of intention to terminate the Agreement, at least 30 days prior to the end of the quarter.

9. Any notice or other formal communication given either by RCIDA or HVADC will be in writing, and shall be deemed sufficiently given if delivered by any one of the following methods: (i) personal delivery, to the Executive Director of the entity receiving notice; (ii) certified or registered mail, return receipt requested, postage prepaid and properly addressed as set forth below; or (iii) Federal Express or other nationally recognized courier service providing written evidence of delivery to the address set forth below. Addresses for receipt of notices are as follows:

To RCIDA  
Rensselaer County IDA  
333 Broadway, Suite 320  
Troy, New York 1218

To HVADC:  
HVADC  
507 Warren Street  
Hudson, New York 12534

Either party may change address for receipt of notices by written notice given to the other party in the manner provided above.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective as of the day and year first above written.

RENSSELAER COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Robert L. Pasinella, Executive Director

HUDSON VALLEY AGRIBUSINESS  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Todd M Erling, Executive Director

**APPROVED AS TO FORM**

By: \_\_\_\_\_

Counsel