

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF KINGSTON AND THE COUNTY OF ULSTER
REGARDING THE SHARING OF ECONOMIC DEVELOPMENT SERVICES**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is entered into by and between the **CITY OF KINGSTON** (the “City”), a municipal corporation of the State of New York with its offices at 420 Broadway, Kingston, New York 12401, and the **COUNTY OF ULSTER** (the “County”), a municipal corporation and a county of the State of New York, having its principal office at 244 Fair Street, Kingston, New York 12401 (each, a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Article 5-G of New York State General Municipal Law provides municipal corporations and districts with the authority to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, The FY 2018 Enacted State Budget established and the FY 2019 Enacted State Budget extended the County-Wide Shared Services Initiative (“CWSSI”), designed to generate property tax savings by facilitating operational collaboration between local governments; and

WHEREAS, Part BBB of Chapter 59 of the Laws of 2017 requires that a Shared Services Panel (“Panel”) must be established in each of the 57 counties outside of New York City, to be chaired by the Chief Executive Officer of the county, and further requires each Panel to develop, and ultimately approve, a Plan through intergovernmental cooperation to find new opportunities to share and coordinate services; and

WHEREAS, Article 12-I of New York State General Municipal Law further expanded upon the CWSSI by, among other changes, extending the program through calendar year 2021; and

WHEREAS, Per Part BBB of Chapter 59 of the Laws of 2017, each county that has an approved plan is eligible to apply to the State for a one-time match of the net savings resulting from new shared service actions set forth in and implemented pursuant to such plan; and

WHEREAS, in keeping with the statutory requirements related to implementation of the CWSSI, the Ulster County Executive did convene the Panel on three separate occasions during calendar year 2019 for the purposes of developing the County’s 2019 County-wide Shared Service Tax Savings Plan (“Plan”), and did further hold three public hearings to gather feedback and input from the residents of Ulster County on the Plan; and

WHEREAS, following the satisfaction of all statutory requirements, the Panel did vote and on December 27, 2019, did approve the Plan, following which the County Executive did submit the Plan to the Secretary of State, as required by law; and

WHEREAS, based on the recommendations of the Panel, and consistent with the goals of the CWSSI, the Plan included a proposed project wherein the City will contract with the County for the provision of Economic Development services, which project is estimated to generate net taxpayer savings in the form of avoided future costs totaling \$75,000 per year; and

WHEREAS, the Parties have assessed the costs and benefits of streamlining and centralizing business services offered by local government and finds that it is mutually beneficial to the Parties as well as business located within the city as well as those businesses that may be attracted to the city;

NOW, THEREFORE, the parties hereto set forth their understanding of this undertaking as follows:

ARTICLE I
Shared Economic Development Services

SECTION 1.01 County Management Of Economic Development Services

In accord with the recommendations of the Panel as set forth in the Plan, the County agrees to manage, through its Office of Economic Development, all municipal economic development services for the City. The City agrees to cooperate with and assist the County as requested in connection with the transition of any services from the City to the County.

SECTION 1.02 Forgoing Of City Funding

The City agrees to forgo up to and including \$75,000 in funding or grants for economic development and remit all such funding or grants to the County.

ARTICLE II
Indemnification and Insurance

SECTION 2.01. Indemnification and Insurance by the City

The City agrees to indemnify, defend and hold harmless the County from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the City, its agents, employees, invitees, and those under its control with respect to all matters covered under this Agreement. The City shall add the County as an additional insured on any liability policy related to economic development services, which shall remain in full force and effect during the term of this Agreement.

SECTION 2.02. Indemnification and Insurance by County

The County agrees to indemnify, defend and hold harmless the City from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the County, its officers, employees, agents, invitees and those under its control with respect to all matters covered under this Agreement. The County shall add the

City as an additional insured on any liability policy related to economic development, which shall remain in full force and effect during the term of this Agreement.

ARTICLE III
Miscellaneous

SECTION 3.01. Permits and Consents.

The County hereby acknowledges that it is the County's responsibility to obtain such permits and consents as may be required or necessary from any local, state or federal agency, where necessary to accomplish the purpose of this Agreement.

The City hereby acknowledges that it will not withhold any necessary approvals and consents from the County so as to allow the County to obtain needed permits and approvals.

SECTION 3.02. Modification.

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement. Changes in the scope of Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County and the City execute an Amendment or Change Order to this Agreement, which Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Amendment or Change Order.

SECTION 3.04. Assignment

This Agreement may not be assigned by either Party, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the other Party.

SECTION 3.05. Disputes

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County's Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

SECTION 3.06 Notices

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within

this Agreement, notices will be effective when received. Notice addresses are as follows:

If to City:
City of Kingston
Attention: Mayor
420 Broadway
Kingston, New York 12401

If to County:
Ulster County Legislature
Attention: Chairman
Post Office Box 1800
244 Fair Street
Kingston, New York 12402

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the Ulster County Legislature and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:
County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:
County of Ulster
Attention: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

SECTION 3.07. Severability

Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected.

SECTION 3.08. Headings and Defined Terms

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in several counterparts, each of which shall constitute an original as of the dates set forth below.

CITY OF KINGSTON

By: _____

Date: _____

COUNTY OF ULSTER

By: _____

Date: _____