

SERVICES AGREEMENT

BY AND BETWEEN

**STATE UNIVERSITY OF NEW YORK
COLLEGE OF TECHNOLOGY AT ALFRED**

AND

ALLEGANY COUNTY

THIS SERVICES AGREEMENT (hereinafter “Agreement”) is made by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York and having its principal place of business located at State University Plaza, Albany, New York 12246 (“SUNY”) by and on behalf of **State University of New York College of Technology at Alfred** having its principal place of business located at 10 Upper College Drive, Alfred, New York 14802 (“Alfred State College”), and **ALLEGANY COUNTY** (“County”) with a principal office located at 7 Court Street, Belmont, New York 14813.

WITNESSETH:

WHEREAS, County requires, and Alfred State College has agreed to perform, the services described in the Statement of Work (“SOW”) attached hereto as Exhibit B (“Services”);

WHEREAS, the parties desire to enter into an agreement for the provision of the Services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Services and Deliverables.** Alfred State College shall provide the Services described in the SOW (Exhibit B) in accordance with the terms and conditions set forth in this Agreement. Deliverables, if any, shall be deemed accepted unless rejected in writing within ten (10) calendar days

of the delivery. Deliverables shall not be deemed to be “works made for hire” under federal copyright laws.

2. **Payment of Fees and Invoicing.**

(a) County will pay Alfred State College an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000) per annum for Services provided pursuant to this Agreement and reimburse Alfred State College for out-of-pocket expenditures in accordance with Section 2(b) (the “Fees”) during the initial term of this agreement and any renewal thereof. Payment for the twelve month period shall be made in twelve monthly installments in arrears upon invoice for Services as follows: The first payment of an amount not to exceed Nine Thousand One Hundred Sixty-Six and 67/100 Dollars (\$9,166.67) for Services shall be paid on or before October 1, 2021 or within thirty days of receipt of invoice, whichever is later, with amounts not to exceed Nine Thousand One Hundred Sixty-Six and 67/100 Dollars (\$9,166.67) paid each month thereafter upon invoice. A final amount not to exceed Nine Thousand One Hundred Sixty-Six and 63/100 Dollars (\$9,166.63) shall be paid in the final month of the applicable annual Term upon invoice. Upon an early termination of this agreement during a calendar month, fees will be adjusted on a pro rata basis.

(b) With respect to any travel required or requested by the County to carry out the Services, including out-of-state and out-of-country travel, the County will make all travel arrangements (including making hotel reservations, booking flights, trains, rental vehicles and airport/hotel transfers, making meal reservations, etc.) and will pay directly in the first instance all such travel and travel-related expenses (including pre-payments, deposits, cancellation and change fees, etc.). The County may require Alfred State College or its employee(s), as applicable, to submit receipts and other documentation as required by the County’s travel-related policies and procedures. In the event that Alfred State College or its employee(s) are required to pay any reimbursable travel-related expenses,

the County shall reimburse Alfred State College or its employee, as applicable, within a ten (10) business days after the required documentation is submitted. The County will provide Alfred State College with an accounting of such travel expenses at least quarterly.

3. **Parties' Relationship.** The relationship of Alfred State College to County arising out of this Agreement shall be that of an independent contractor. Alfred State College will have sole responsibility for the payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits, and all other benefits for its personnel. Personnel supplied by either party will not for any purpose be considered employees or agents of the other party. Each party shall be solely responsible for the supervision, daily direction and control of its employees. Neither party shall have the right or authority to enter into binding contracts on behalf of the other.

4. **Good Faith Effort.** The parties agree to work together in good faith to promptly and amicably resolve any disputes arising pursuant to this Agreement. Nothing herein shall be deemed a condition precedent to seeking legal redress.

5. **Initial Term, Renewal and Termination.** The term of this Agreement ("Term") shall begin on September 1, 2021 ("Effective Date") and end on August 31, 2022 ("Expiration Date") unless earlier terminated by either party in accordance with this Agreement. This Agreement is subject to the approval of the New York State Office of Attorney General ("OAG") and the New York Office of State Comptroller ("OSC"). In the event that such approval is not obtained prior to the Effective Date indicated above, then this Agreement shall be deemed effective on the date of OSC approval as indicated in the signature block. Any renewal of this Agreement shall be subject to approval by the OAG and OSC. Either party may terminate this Agreement upon sixty (60) days prior written notice to the other for any reason or no reason.

6. **Amendment/ Assignment.** This Agreement may not be amended except in writing signed by both parties. This Agreement may not be assigned by either party without the prior written approval of the other. Any amendment or assignment of this Agreement shall be subject to the written consent and approval of the OAG and OSC.

7. **Governing Law/Venue.** This Agreement shall be interpreted according to the laws of the State of New York. Each party shall comply with all applicable laws, rules, orders, regulations, and requirements of Federal, State and municipal governments including the provisions contained in Exhibit A. The parties agree to bring any action arising from or related to this Agreement in a New York State court of competent jurisdiction.

8. **Severability.** If any provision of this Agreement is held to be illegal or invalid for any reason by a court of competent jurisdiction, then such illegality or invalidity shall not affect the remaining portions of the Agreement unless it would prevent accomplishment of the objectives and purposes of the Agreement.

9. **Waiver.** The failure of a party to enforce or comply with a provision of this Agreement shall not be deemed a waiver of any such provision unless such waiver is in writing and signed by such party.

10. **Notice.** Any notice to parties hereunder must be in writing, signed by the party giving it, and served either personally, by certified mail, postage-paid, return receipt requested or by nationally recognized overnight courier addressed to the party at the address first listed above. Either party may change its address upon written notice to the other. All notices become effective when received by the addressee, or five (5) days after delivered to the post office or courier service, whichever is sooner.

11. **Entire Agreement.** This Agreement, together with Exhibits A and B, constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of the Agreement are hereby superseded. This Agreement shall be subject to the agreements, terms and conditions set forth in State University of New York Standard Contract Clauses "Exhibit A" hereof to the same extent as if such agreements, terms, and conditions were set forth in full herein. In the event of any inconsistency or conflict among the documents comprising this Agreement and Exhibit A, such inconsistency or conflict shall be resolved by giving precedence to Exhibit A.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Services Agreement on the date(s) indicated below.

CONTRACT NUMBER: X000020

Agency Certification

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

ALLEGANY COUNTY

STATE UNIVERSITY OF NEW YORK
COLLEGE OF TECHNOLOGY AT ALFRED

By: _____

By: _____

Curtis W. Crandall

Joseph T. Greenthal

Chairman,
Allegany County Board of Legislators

Chief Financial Officer

Date: _____

Date: _____

APPROVED AS TO FORM
ATTORNEY GENERAL

APPROVED AND FILED
NYS STATE COMPTROLLER

By: _____

By: _____

Date: _____

Date: _____

**State University of New York
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

FORM IX

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____ for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument: that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that is was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

EXHIBIT A
SUNY STANDARD CONTRACT CLAUSES (MARCH 2020)

EXHIBIT B
STATEMENT OF WORK

Alfred State College will provide assistance for the development and implementation of an economic and industrial development program for Allegany County with an emphasis on attracting new businesses and industries to locate within the County and promoting the expansion of existing businesses and industries.