FRANKLIN COUNTY
LOCAL DEVELOPMENT CORPORATION
355 WEST MAIN STREET – SUITE 428
MALONE, NEW YORK 12953
TEL: (518) 483-9472

Resolution 2020-06
Authorize Execution of Agreement to Provide
ANCA Center for Businesses in Transition Community Outreach Liaison Services

WHEREAS, the Adirondack North Country Center for Businesses in Transition (CBIT) (a program of the Adirondack North Country Association (ANCA) seeks to partner with the Franklin County Local Development Corporation (FCLDC) to support the implementation of a strategy of outreach and education to retiring business owners and aspiring entrepreneurs; and

WHEREAS, through a competitive request for proposal process ANCA selected FCLDC as a strategic partner in ensuring successful transitions for three target business audiences; those looking to sell on the open market, intergenerational family transitions and conversions to an employee ownership model; and

WHEREAS, FCLDC will provide these services to ANCA on a reimbursement basis up to the amount of $7,640.00 per year;

THEREFORE, BE IT RESOLVED, the Board of Directors:

1. Authorizes the CEO to execute the Community Liaison Agreement for the Center’s Community Outreach Liaisons and a Memorandum of Understanding as it pertains to co-working spaces and match agreements, attached hereto, between the Adirondack North Country Association (ANCA)/Center for Businesses in Transition (CBIT) and FCLDC to provide community liaison services between ANCA and retiring business owners and aspiring entrepreneurs in Franklin County.

[Signature]
David Yang, Secretary

1/15/20
Date

Duly Adopted by the LDC Board January 15, 2020

WEBSITE: www.franklinida.org EMAIL: admin@franklinida.org
Community Liaison Agreement
Adirondack North Country Association (ANCA)/Center for Businesses in Transition (CBIT) & the County of Franklin Industrial Development Agency

Project History
The Adirondack North Country Center for Businesses in Transition (a program of the Adirondack North Country Association (ANCA) is partnering with the County of Franklin Industrial Development Agency (FCIDA) to support the implementation of a strategy of outreach and education to retiring business owners and aspiring entrepreneurs. The County of Franklin Industrial Development Agency is a strategic partner in ensuring successful transitions for three target business audiences; those looking to sell on the open market, intergenerational family transitions and conversions to an employee ownership model and has appointed a community liaison within their organization to carry out a series of objectives for this partnership.

SECTION I. Scope of Work
General: The Community Liaison will work to increase understanding of business transition services available in our region, provide culturally competent, community-oriented, language-specific outreach and technical assistance, and build trust with businesses owners and aspiring entrepreneurs within their communities.

I. Responsibilities of the Community Liaison/Partnering Organization:

Baseline Outreach & Engagement Requirements
The Community Liaison will...

a. General Outreach (Can include Social Media, mailings, mentions via email, event attendance etc.)
   Reach at least 150 individuals with CBIT messaging monthly.

b. Direct Engagement: Engage with at least 8 business owners and/or aspiring entrepreneurs monthly in direct dialogue about CBIT (Does not need to be a formal one-on-one)

c. Participate in a monthly quickfire call the last Thursday of every month at 9:00 am via Zoom conference calling.

d. Participate in a strategic planning retreat in Saranac Lake to be held on Friday, January 17, 2020 from 10am-4pm.

e. Report quarterly through a google form on activities and progress (“less than 20 minutes”)
The organization has self-identified additional responsibilities for contribution described within their proposal in Section C including (but not limited) to the following:

a. Host at least one quarterly workshop or event directly related to transition  
b. Partner with the St. Regis Mohawk Tribe to host at least one workshop on transition  
c. Provide office or co-working space for businesses to meet with economic development partners for the purposes of business transition support  
d. Leverage your current loan program specific to businesses in transition with favorable terms that addresses related needs (i.e. flexible terms and rates)  
e. Develop an experimental loan and/or grant program for business transition support

II. Responsibilities of the Adirondack North Country Association/Center for Businesses in Transition

I. Connect community liaisons with relevant educational opportunities and programming. 
   Specifically:  
   A. Host ongoing CBIT Partnership Engagement Opportunities and Trainings  
   B. Communicate regularly with the CBIT partnership  
   C. Host a 30 minute “quickfire” conference call to be held the last Thursday of every month. 

II. Maintain and manage a website for the Center that includes initial inquiry forms, available business listings, partner/resource organization links/information and available funding opportunities. 

III. Develop and act as community manager of a shared web based platform to promote collaboration among the community liaisons 

IV. Provide CBIT templates for outreach and promotion of the partnership and events 

V. Oversee and coordinate at least 4 CBIT educational/networking events that will have both an in-person and online component. 

VI. Evaluate and develop additional events, programs and materials as needed for the success of the program.

SECTION II. Timeline

The community liaison will be expected to complete all project activities and produce all deliverables during a 1-year period commencing on January 1, 2020 through December 31, 2020. The contract and project dates are contingent upon final approval of funding. The Center reserves the right to modify this initial agreement to include an extension for an additional period depending upon the availability of funds, the contractor’s performance, and the needs of The Center. Upon mutual agreement between the two parties and availability of funds, the contract is available for renewal for an additional two years.
SECTION III. Agreements

I. Partnership Marketing Agreement
Our partnership benefits if the visual presentation of our brands is coordinated and consistent. The Community Liaison agrees to comply with the following partnership marketing guidelines:

1. When available, the liaison will utilize the provided CBIT templates for outreach and promotion.

2. If a template is not available, prior to creating collaborative marketing materials in print or online, please discuss them with the Center for Businesses in Transition Coordinator and obtain the approval to publish.

3. When making additions to your website based upon the CBIT partnership, please discuss them with the Center for Businesses in Transition Coordinator and obtain the approval to publish.

II. Complaint Handling Agreement
During and after the term of this Agreement, Community Liaisons shall promptly convey to and inform the Center for Businesses in Transition Coordinator of any contact or client complaints received by the liaison in connection with the Center for Businesses in Transition. The Center for Businesses in Transition shall provide to the Community Liaison the results of their follow up with the complaint no later than thirty (30) days from date of receipt of the complaint.

III. No Joint Venture
Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

IV. Resource Commitment to the Partnership
All participating organizations will contribute:

1. The time and effort required for consistent representation of and participation by the Community Liaison.

2. Careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage and ensuring appropriate supervision for staff, and volunteers, and use of facilities and equipment contributed to the collaboration.

The organization has self-identified additional resources for contribution described within their match agreements.
VIII. Changes to Liability Insurance, Board Information and/or Community Liaison Appointment
If there are changes to the liability insurance, list of board members or the acting community liaison since the organization’s original proposal and over the course of the contract period, partnering organizations are required to resubmit the following documents:
1. A list of board members and senior staff, including name, title and affiliated organizations
2. A description of the levels and categories of liability insurance carried by the organization and proof thereof
3. A proposal to appoint a new community liaison at the location including a written statement of describing the new appointee’s qualifications, resume and three references.

SECTION IV. Cost Agreement & Invoicing:
Complete Exhibit A (included in the Agreement) and return with supporting detail on a quarterly basis for reimbursement up to the amount of $5,640 over the course of the award year for services provided as the Community Liaison for outreach and direct business support. In addition, FCIDA can submit for up to $2,000 for coverage and assistance with the St. Regis Mohawk Tribe.

ANCA will verify that all requested deliverables are up to date before disbursement. Completed invoices should be sent directly to the Business Office at bhobson@adirondack.org. Based on availability of grant funds, reimbursement time may vary.

SECTION V. Terms & Conditions

I. Proof of Insurance: The County of Franklin Industrial Development Agency will provide proof of insurance listing ANCA as additional insured.

II. Policies on Equal Opportunity, Harassment, & Non-retaliation: the County of Franklin Industrial Development Agency will read and agree to the ANCA Policy Addendum for Contractors or provide proof of comparable policies relating to same.

III. Funding Availability: ANCA & The Center for Businesses in Transition is liable for payment only to the degree that funding is available from the Northern Borders Federal Agency for such project and the extent to which the County of Franklin Industrial Development Agency complies with the terms of the agreement and provides deliverables as identified in the agreement. ANCA and/or the County of Franklin Industrial Development Agency may cancel the agreement with 30 days written notice for failure to abide by the provisions of this contract, including but not limited to, those relating to the timing of deliverables, billing, and payment, as well as to any issues arising from a termination or reduction of available funding for this project from Northern Borders. This Agreement will be governed by the laws of the State of New York, without regard to New York’s choice-of-law rules.

IV. Mutual Indemnification: Each party shall protect, defend, indemnify, and hold harmless the other and its trustees, directors, officers, contractors, attorneys, agents, and employees from and against any and all damages based on, arising out of or in any way related or connected with the indemnifying party’s performance of this Agreement or any breach thereof rising out of the negligence, recklessness or willful misconduct of the indemnifying party. This indemnification obligation shall continue beyond the termination or expiration of this Agreement.

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VI. **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VI. AGREEMENT

Agreement Start and End Dates: _____/_____/_____ - _____/_____/_____

Signed and agreed:

[ANCA CONTACT] ___________________________ Date 

[PARTNER ORGANIZATION MAIN CONTACT] ___________________________ Date

[DESIGNATED COMMUNITY LIAISON] ___________________________ Date
Memorandum of Understanding
-Adirondack North Country Association (ANCA)/Center for Businesses in Transition
Hosting Organization: The County of Franklin Industrial Development Agency

Purpose: The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of the Center for Businesses in Transition (CBIT) and the Hosting Organization as it pertains to co-working spaces and match agreements for the Center’s Community Outreach Liaisons.

Background: The North Country Center for Businesses in Transition is working with multiple organizations throughout the North Country who have expressed interest in partnering to deliver the programs and services that the Center will provide to Entrepreneurs and Retiring Business owners throughout the region. To meet the challenge of assisting as many businesses as possible; the hosting organization will offer office and meeting space for CBIT Community Liaisons as defined below.

Responsibilities of ANCA/CBIT:
- Assign a designated CBIT Community Liaison to serve as the organization’s primary contact
- The CBIT Community Liaison will ensure a clean workspace and follow all procedures and policies requested of them in sharing the space
- The designated CBIT Community Liaison will share with the hosting organization an electronic calendar with their intended office times as well as communicate changes to the schedule as needed
- ANCA/CBIT will inform communities about the available services located at the hosting organization and provided by CBIT
- ANCA/CBIT will publicize the hosting organization as a partner on the CBIT website
- ANCA/CBIT will advertise events to be held in partnership with the hosting organization

General Responsibilities of The Hosting Organization:
- Provide a clean and accessible workspace for the CBIT Community Liaison that would allow them to meet with at least 2 individuals at a time
- Provide clear communication regarding entry into the building, emergency procedures and closing policies
- If changes to the availability of the space (due to weather, vacation or otherwise) occur or are scheduled to occur, notify both the CBIT Coordinator at transitions@adirondack.org and the designated CBIT outreach liaison as soon as possible.
Hosting Organization Participation Levels (Please Choose):

X Shared Space Valued at $200 per month as In-Kind donation to The Center for Business Transitions
- A guaranteed workspace in a common area at the Organization’s location. Partnership Representatives and clients can bring their laptop, connect to wifi and request to use a telephone line if needed.
- The workspace can be limited to a certain window of availability, but no less than 10 designated hours per week that remain constant
- An agreement to add the service and link to the Center website to their own Organization’s website
- An agreement to post about the Center on your social media at least once per quarter, posts can be created for you and will highlight events and news specific to your region.

☐ Dedicated Desk Valued at $350 per month as In-Kind donation to The Center for Business Transitions
- A designated desk at the Organization’s location which is for the exclusive use of Center representatives and clients. Partnership Representatives and clients can bring their laptop, connect to wifi and request to use a telephone line if needed.
- The workspace can be limited to a certain window of availability, but no less than 15 designated hours per week that remain constant
- An agreement to add the service and link to the Center website to their own Organization’s website
- An agreement to post about the Center on your social media at least once per quarter, posts can be created for you and will highlight events and news specific to your region.

☐ Office Space Valued at $450 per month as In-Kind donation to The Center for Business Transitions
- A dedicated office at the Organization’s location which is for the exclusive use of Center representatives and clients. Partnership representatives and clients can bring their laptop and connect to wifi.
- Phone line/Phone provided by the Organization’s
- The workspace can be limited to a certain window of availability, but no less than 20 designated hours per week that remain constant
- An agreement to add the service and link to the Center website to their own Organization’s website
- An agreement to post about the Center on your social media at least once per quarter, posts can be created for you and will highlight events and news specific to your region.

ADDITIONAL:
In addition to the above co-working space agreement you have also outlined the following in-kind match contributions for 2020:
Support Cooperative Model Development: $ 1,080.00
Event Hosting Time and Location Expenses $ 1,200.00
Akwesasne Event Time and Expenses -$ 200.00
St. Regis Mohawk Tribe Outreach Time $ 600.00
Financing Program Development $ 600.00
Mileage for Mtgs. $600
Provide Webinar Equipment $ 100.00
Please indicate the designated hours per week that will remain available to the Center Outreach Liaison:

<table>
<thead>
<tr>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
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Please indicate all Holidays/Anticipated Dates in which the facility will be unavailable to the Community Liaison:

- Jan. 1: New Year's Day
- Jan. 20: Martin Luther King Day
- Feb. 17: Presidents' Day
- May 25: Memorial Day
- Jul. 3: Independence Day (Obs.)
- Sep. 7: Labor Day
- Oct. 12: Columbus Day
- Nov. 11: Veterans Day
- Nov. 26: Thanksgiving Day
- Dec. 24: Christmas Eve
- Dec. 25: Christmas Day

Agreement Start and End Dates: 01/01/2020- 12/31/2020

Upon mutual agreement between the two parties, this MOU is available for renewal for an additional two years.

Total In-Kind Value Agreement as calculated over one year period $6,780

Signed and agreed:

[ANCA CONTACT]  
Date

Jeremy Evans, CEO, Franklin County Local Development Corporation  
Date