

**Agency Agreement to Implement the
Community Housing Development Fund (CHDF) Program**

between

the County of Tompkins and the Town of Dryden

AGREEMENT, made by and among the **County of Tompkins**, a municipal corporation of the State of New York, having offices at 125 E. Court St., Ithaca, New York 14850, hereinafter referred to as the **"COUNTY"** and the **Town of Dryden**, a municipal corporation of the State of New York, having offices at 93 East Main Street, Dryden, New York 13053, hereinafter referred to as the **"TOWN."**

WITNESSETH

WHEREAS, the **COUNTY** authorized the Memorandum of Understanding ("MOU") among the **COUNTY**, the City of Ithaca, and Cornell University with regard to the Housing Fund, by Resolution No. 2009-31, and continued the program with the name Community Housing Development Fund ("CHDF") by Resolution No. 2015-154 and again through Resolution No. 2021-123, and

WHEREAS, an MOU among the **COUNTY**, City of Ithaca, and Cornell University with regard to continuing the Community Housing Development Fund was executed on December 3, 2021 describing the terms of the program including the process for Associate Members to join the Fund and defining such members privileges and responsibilities, and

WHEREAS, the 2021 MOU specifies that a contribution of fifty-thousand dollars (\$50,000.00) or more will make a contributing organization eligible to appoint one associate member to the Program Oversight Committee of the Community Housing Development Fund for the program year in which the contribution is made, and clarifies that an associate member's voting privileges extend to project approvals and funding recommendations but that associate members do not vote on matters of program governance, and

WHEREAS, the Program Oversight Committee has recommended that the **County**, as administrator for the program, directly execute any contracts or documents necessary to formalize associate membership in the Community Housing Development Fund so that the **County** may establish the procedures and ability to invoice the associate member when a project is awarded, and

WHEREAS, the Town of Dryden has committed, through adoption of Resolution #47 (2022), \$50,000 towards the Community Housing Development Fund in 2022, which is sufficient for the Town to have associate membership status, and

WHEREAS, the **COUNTY** desires to serve as fiscal agent for the Community Housing Development Fund and enter into an agreement with the **TOWN** to administer the **TOWN's** contribution to the Community Housing Development Fund, and

WHEREAS, the **TOWN** desires to have the **COUNTY** serve as fiscal agent for the Community Housing Development Fund and enter into an agreement with the **COUNTY** to accept and administer the **TOWN'S** contributions to the Community Housing Development Fund to disburse funds to projects authorized by the **TOWN** for assistance, and

WHEREAS, the **COUNTY** has the capability to serve as fiscal agent and disburse the Community Housing Development Fund appropriately for the **TOWN**, and

NOW, THEREFORE, in consideration of the promises, covenants, and agreements contained herein, the parties agree as follows:

1. The **COUNTY** agrees to serve as fiscal agent for the Community Housing Development Fund through County Resolution 2010-74.
2. All funding shall be distributed as recommended by the Community Housing Development Fund Program Oversight Committee and approved by the funding entities.
3. The **TOWN** agrees to pay the **COUNTY** the sum of **Fifty Thousand United States Dollars** (\$50,000.00) to be used to support the housing projects approved by the **TOWN** for use of Community Housing Development Funds. The **TOWN** shall remit payment to the **COUNTY** within fourteen (14) days of receipt of a written request for funds.
4. Any funds provided pursuant to this Agreement that are not disbursed within two-hundred seventy (**270**) days from the date of receipt of funds by the **COUNTY** shall be returned to the **TOWN**, unless the Supervisor for the **TOWN** expressly authorizes in writing the retention of such funds by the **COUNTY**.
5. The **COUNTY** will be responsible for establishing agreements with each of the Community Housing Development Fund recipients and disbursing the funds in a timely manner, and further agrees to provide documentation of disbursement of the funds upon request.
6. This Agreement may be terminated for any reason upon thirty (30) days written notice by one party to the other party. Each party shall honor the funding obligations of any agreements made prior to the date of termination but shall not enter into new obligations. Upon termination, the **COUNTY** shall pay the **TOWN** any funds received on behalf of the **TOWN**, but not disbursed or contractually obligated to a Community Housing Development Fund recipient.
7. The **TOWN** shall release, waive, indemnify, hold harmless, and defend the **COUNTY** and its officers, employees, agents, and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to losses, costs, expenses, penalties, or other damages or liability brought against the **COUNTY** and its officers, employees, agents, and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the **TOWN** and its officers, employees, agents, elected officials, or sub-contractors with the exception of actions and claims arising out of the negligence of the **COUNTY**. The indemnification will survive the term of this Agreement whether it is terminated or expired.
8. The **COUNTY** shall release, waive, indemnify, hold harmless and defend the **TOWN** and its officers, employees, agents, and elected officials from and against any and all claims, demands, actions, causes of action, suits, or judgements, including but not limited to losses, costs, expenses, penalties, or

other damages or liability brought against the **TOWN** and its officers, employees, agents, and elected officials for injury, illness, or death to any person or persons or damage to property arising out of the performance of this Agreement by the **COUNTY** and its officers, employees, agents, elected officials, or sub-contractors with the exception of actions and claims arising out of the negligence of the **TOWN**.

9. This Agreement may be amended, modified, or reassigned only by written agreement nor may any obligations be waived orally by and among the **COUNTY** and **TOWN**. This Agreement may be terminated only by written agreement by each of the parties hereto.

10. The terms and provisions of this Agreement, and any controversies arising hereunder, shall be interpreted, governed, and construed under the laws of the State of New York. The parties consent to the exclusive jurisdiction of, and venue in, the State and Federal Courts within Tompkins County, New York. This Agreement is binding on all successors, heirs, executors, administrators, representatives, and assigns of all the parties hereto.

11. REGULATORY COMPLIANCE. The **COUNTY**, and **TOWN** agree to comply with all Federal, State, and local laws and regulations governing the provision of goods and services under this Contract. To the extent that Federal funds are provided to the **COUNTY** and **TOWN** under this contract, the **COUNTY** and **TOWN** agree they will comply with all applicable Federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

Further, the **COUNTY** and **TOWN** agree to comply with the County's Compliance Plan regarding Federal and State fraud and abuse laws; the Compliance Plan can be viewed at www.tompkinscountyny.gov, or a copy can be obtained by contacting the Tompkins County Department of Administration.

If the **TOWN** is a provider of healthcare services, it certifies that the **TOWN** and all employees, directors, officers, and sub-contractors of the **TOWN** are not "excluded individuals or entities" under Federal and/or New York State statutes, rules, and regulations. If the **TOWN** provides healthcare services, the **TOWN** agrees to screen all employees, directors, officers, and sub-contractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other websites related to the Excluded Parties List System required by Federal and/or New York State Medicare or Medicaid statutes, rules, and regulations, to determine if any employee, director, officer, or sub-contractor is on or has been added to the exclusion list.

The **TOWN** shall promptly notify the **COUNTY** if any employee, director, officer, or sub-contractor is on or has been added to the exclusion list. The **COUNTY** reserves the right to immediately cancel this contract, at no penalty to the **COUNTY**, if any employee, director, officer, or sub-contractor is on or has been added to the exclusion list.

12. The **TOWN** and **COUNTY** shall maintain the confidentiality of all client-identifying and protected information including, but not limited to, organizational details, finances, clients/patients, business opportunities, business records, specifications or plans owned by the **COUNTY**. Both PARTIES agree to notify the other immediately in the event either learns of any unauthorized access, possession, distribution, or use of any sensitive information relating to a client has occurred.

13. During the performance of this agreement, the **TOWN** and **COUNTY** agrees that it will not discriminate against any employee or applicant for employment because of age, ethnicity, creed, race, color, sex, sexual orientation, perceived gender identity, national origin, marital status, disability, military status, status as an ex-offender, arrest record, conviction record, and domestic violence victim

status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. The areas in which discrimination on the aforementioned grounds is prohibited include, but are not limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

14. The **TOWN** certifies to the **COUNTY** that the programs and services to be provided and described herein are accessible to the handicapped in accordance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973.

15. The parties agree that as a condition of receipt of Federal funds, if any, that audits be performed of the **TOWNS**'s records by auditors in compliance with the Federal Single Audit Act of 1984.

By signing this contract, **COUNTY** and **TOWN** attest to the fact that they have not been sanctioned or excluded by any of the aforementioned entities.

16. The signees on behalf of each of the PARTIES warrant that they are duly authorized to bind their organization to the terms and provisions set forth herein, and further acknowledge that the other party is entitled to rely upon this representation of authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF TOMPKINS:

DATE: _____

COUNTY of Tompkins
Jessi Spudis, Compliance Coordinator

TOWN OF DRYDEN:

DATE: _____

TOWN of Dryden
Jason Leifer, Supervisor