

AGREEMENT

Between

THE COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY

and

JAWONIO, INC. (?)

This Agreement (the “Agreement”) is dated as of this ____ day of January, 2025, and executed by the County of Rockland Industrial Development Agency, New York (the “Agency”) and Jawonio Inc. (“Jawonio” and along with the Agency, collectively the “Parties”).

WHEREAS, pursuant to the New York State Industrial Development Agency Act, constituting Title I of Article 18-A of the General Municipal Law of the State of New York, Chapter 24 of the Consolidated Laws of the State of New York, as amended, and Chapter 564 of the 1980 Laws of New York, as amended (collectively, the “Act”) the Agency was created with the authority and power, among other things, to promote, develop, encourage and assist in the acquisition, construction, improvement, maintenance, equipping and furnishing of certain industrial, manufacturing, warehousing, commercial, research, civic and recreation facilities as authorized by the Act in order to promote and maintain the job opportunities, health, general prosperity and economic welfare of the citizens of the County of Rockland, New York (the “County”) and of the State of New York (the “State”) and to improve their standard of living; and

WHEREAS, the Agency and Jawonio have entered into discussions with respect to an arrangement to provide expanded and enhanced vocational and employment services to approximately one hundred (100) adults and young adults with special needs with the objective of improving the skilled workforce and promoting and maintaining job opportunities in Rockland County (the “Program”); and

WHEREAS, the Agency and Jawonio believe that an improved skilled workforce will enhance the ability of the Agency and the County to encourage business expansion within the County and to attract new businesses and projects to the County which, in turn, will create new jobs; and

WHEREAS, the Agency has reviewed the Agency’s existing financial condition and has determined that it currently has sufficient unencumbered funds available which may be applied to fund the Agency’s participation in the proposed Program; and

WHEREAS, the Agency and Jawonio believe that the proposed Program will provide a beneficial use of a portion of said unencumbered funds, and will promote the purposes of the Agency as set forth in the Act with respect to expanding existing businesses, attracting new businesses, creating, promoting and maintaining job opportunities and enhancing overall economic development within the County; and

WHEREAS the Board of the Agency has authorized the Agency's participation in the proposed Program, and has authorized the Agency to expend funds in an amount not to exceed \$500,000 over a two (2) year period from its existing cash reserves to allow Jawonio's seasoned staff to provide enhanced vocational, evaluation, assessment, training and support employment wrap around services to individuals with special needs or mental health challenges; and

WHEREAS, the governing body of Jawonio has approved its participation in the proposed Program by resolution of its Board of Directors prior to signing this Agreement, a copy of said resolution being attached hereto,

NOW, THEREFORE, in consideration for the funding and services provided by the respective Parties hereto, the Parties hereby do agree to work together cooperatively to implement the Program upon the following terms and conditions:

1. Agency Funding Commitment: During the term of this Agreement, the Agency shall provide funds to Jawonio to cover additional staff hours needed to deliver the enhanced services necessary to implement the Program. The Agency shall provide \$250,000 within thirty (30) days after the full execution of this Agreement. Upon the Agency's review of the Jawonio's records as set forth in Sections 2 and 3 of this Agreement and the Agency's determination, in the Agency's sole discretion, that Jawonio has met its obligations as set forth in Section 2 of this Agreement, the Agency shall provide an additional \$250,000 on the first anniversary of this Agreement.

2. Jawonio's Operating and Service Commitment: Jawonio's obligations under this Agreement comprise: (i) training 25 individuals and placing them in a new job; (ii) saving jobs for 50 individuals with wrap around services (providing coaching and employer supports); (iii) providing job preparation and training to 25 individuals to help them become job ready for competitive employment; and (iv) submitting to the Agency annually following each fiscal year a report on the job training activities of the Program during the applicable fiscal year, including the number of individuals that have obtained jobs as a result of the Program.

3. Program Records: Jawonio shall maintain a record of each staff member working in the Program, as well as a detailed description of the services provided. Jawonio shall provide the Agency with annual reports detailing the staff hours and staff salaries utilized to deliver New Job Development Services, Job Preparation services and Job Saving (wrap around services) to the individuals involved with the Program. All such notices shall provide sufficient identification and cost information as may be required by the Agency's accountants for purposes of the Agency's annual audit.

4. This Agreement expressly does not constitute an employment relationship between the Agency and Jawonio and/or any of its directors, officers, employees, staff or interns. Jawonio hereby agrees to indemnify and hold harmless from any actions and/or damages resulting in connection with this Agreement.

5. Notices: All notices, certificates or other communications hereunder shall be sufficient if sent in accordance with this section and addressed as follows:

if to the Agency:

County of Rockland Industrial Development Agency
254 South Main Street
Suite 410
New City, New York 10956
Attention: Executive Director
Tel: (845) 977-3900

With a copy to General Counsel at the same address.

if to Jawonio:

Jawonio, Inc.
260 North Little Tor Road
New City, New York 10956

6. Term: The term of this Agreement extends from its date of execution and delivery through December 31, 2026.

6. Amendment: This agreement may be amended whenever mutually determined to be necessary by both of the Parties. All amendments must be in writing and duly signed by authorized representatives of both parties.

7. Execution: This Agreement may be signed in counterparts. Electronic signatures are acceptable.

IN WITNESS WHEREOF, the parties hereto have signed and executed this agreement as of the date first written above.

**THE COUNTY OF ROCKLAND
INDUSTRIAL DEVELOPMENT AGENCY**

By: _____
Name: Steven Porath
Title: Executive Director

JAWONIO, INC.

By: _____
Name:
Title: