

AGREEMENT

**Dutchess County Industrial Development Agency/
Dutchess Tourism Inc.**

Program: Tourism

THIS AGREEMENT, made as of the 1st day of January, 2020 by and between **DUTCHESS TOURISM INC.**, a New York not-for-profit corporation with offices at Three Neptune Road, Poughkeepsie, New York 12601 (hereinafter “DTI”) and the **DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation, with offices at Three Neptune Road, Poughkeepsie, New York 12601 (hereinafter “DCIDA”).

WHEREAS, DTI is a New York State not-for-profit corporation whose purposes include the promotion of tourism in Dutchess County, New York; and

WHEREAS, the DCIDA is a public benefit corporation whose purpose is to promote economically sound commerce and industry and economically sound projects and promote the expansion and retention of business in and attraction of business to Dutchess County, New York; and

WHEREAS, DTI is a tenant of certain premises known as Three Neptune Road, Poughkeepsie, New York 12601; and

WHEREAS, DTI provides tourism services and administrative services in support of tourism to the DCIDA and the parties wish to continue their relationship.

NOW, THEREFORE, the DCIDA and DTI agree as follows:

1. Services. The DCIDA hereby agrees to reimburse DTI for services to be provided as more fully set forth on Schedule A attached, the sum of Four Hundred Twenty-five Thousand and 00/100 Dollars (\$425,000.00) for the year 2020 commencing January 1 through December 31, 2020, as follows:

- a. Payment of \$212,500 to be paid upon execution of this contract.
- b. Payment of the balance of \$212,500 to be paid on or about June 15, 2020, upon submission of first quarter financial statements certifying expenditures. Notwithstanding the above, DTI shall submit quarterly financial reports certifying expenditures within 30 days of the end of each quarter along with a copy of their annual audit prepared by an independent auditing firm.
- c. DTI shall enter into subcontracts with Arts Mid-Hudson, Inc. for \$100,000 and Hudson Valley Film for \$25,000 for the services they will provide as outlined in the Scope of Services, attached as Schedule A.

2. Independent Contractor. All work performed by DTI on behalf of the DCIDA under this Agreement shall be that of an independent contractor. The DCIDA and DTI each agree that each party does not have the authority to enter into contracts or enter into agreements on behalf of the other party. This Agreement does not constitute a joint venture or partnership between the DTI and the DCIDA.

3. Additional Responsibilities. All office equipment, information technology, office supplies, utilities and similar services shall be supplied by the DTI to the DCIDA and the DCIDA shall not be responsible for the payment of any cost or expenses for the maintenance, cost or repair of the same.

4. Taxes. DTI agrees, in accordance with the terms of this Agreement, that the DCIDA shall not be responsible for: (i) any federal, state or local income taxes or any payroll taxes of any kind provided by the DTI staff to the DCIDA; (ii) any of the DTI's pension, health or other fringe benefit plans, if any, for the DTI's administrative support staff. DTI agrees that it will be solely responsible for the payment of all costs and expenses associated with providing the services and administrative support to the DCIDA hereunder.

5. Insurance. At all times during the term of this Agreement, DTI and its sub-contractors shall maintain, at their own cost, the following insurance and shall provide proof thereof to the DCIDA, in the form of a Certificate of Insurance, prior to commencing work under this agreement. DTI shall maintain comprehensive general liability insurance in the amount typically maintained by businesses of the same type but with limits not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate and shall name the DCIDA as an additional insured. DTI shall maintain Employer's Liability in compliance with the Workers' Compensation Law of the State of New York. Prior to cancellation or material change in any policy, a thirty day notice shall be given to the DCIDA at the address listed below.

6. Term. This Agreement shall begin as of January 1, 2020 and shall remain in full force and effect until December 31, 2020, except that this contract may be terminated by DCIDA upon ninety (90) days' written notice to DTI.

7. Cost Allocation. Each party to this Agreement acknowledges that the cost reimbursements on the attached Schedule A is a fair and accurate representation of the services and administrative support incurred by the DTI to provide the services, use of its premises, equipment, supplies and administrative staff to the DCIDA.

8. Procurement of Services. The services and support to be provided to the DCIDA by DTI are unique because of the similar corporate purposes and the special qualifications the DTI staff has to support the DCIDA.

9. Qualification of DTI. The DTI specifically represents that it and its members, officers, employees, agents, servants, consultants and subcontractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

10. Declaration by DTI. The DTI declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

11. Non-Discrimination. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

The DTI shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. Retention of Records. The DTI agrees to maintain and have available for audit such records as may be required by the County of Dutchess, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement, or such longer period as may be required by law.

13. Non-Assignment. (a) This Agreement may not be assigned by the DTI nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the DCIDA.

(b) Any assignment of this Agreement shall not relieve the DTI of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each successor or assignee were named as a party to the Agreement.

14. Notices. All notices, certificates, or other communications hereunder shall be sufficient if sent: (i) by registered or certified United States mail, postage prepaid, (ii) by a nationally recognized overnight delivery service, charges prepaid, or (iii) by hand delivery, addressed as follows or such other addresses as either party may specify in writing to the other:

To DTI: Dutchess Tourism Inc.
Three Neptune Road
Poughkeepsie, New York 12601
Attention: President
Telephone: (845) 463-4000

To DCIDA: Dutchess County Industrial Development Agency
Three Neptune Road
Poughkeepsie, New York 12601
Attention: Executive Director
Telephone: (845) 463-5400
Facsimile: (845) 463-5401

Any notice, certificate or other communication hereunder shall, except as may expressly be provided herein, be deemed to have been delivered or given: (i) three (3) business day following posting if transmitted by mail, (ii) one (1) business day following sending if transmitted by a nationally recognized overnight delivery service, or (iii) upon delivery if given by hand delivery.

15. Complete Understanding. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

16. Governing Law. This Agreement shall be subject to and governed by the laws of the State of New York. It is further agreed that the DTI shall comply with all applicable laws, rules and regulations on the use of the monies and, that the undersigned shall not attempt to prevent the establishment of an industrial and manufacturing plant within the State of New York and that none of the funds shall be used for advertising or promotional materials which depicts elected or appointed government officials in either print or electronic media.

17. Headings. Headings are inserted in this Agreement for convenience only and not to be considered in interpreting the provisions thereof.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Dated as of: _____

DUTCHESS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY
Poughkeepsie, New York

By: _____

Sarah Lee
Executive Director

Dated as of: _____

DUTCHESS TOURISM INC.
Poughkeepsie, New York

By: _____

Mary Kay Vrba
President