

AGREEMENT

Dutchess County Industrial Development Agency/ Hudson Valley Agribusiness Development Corporation

Program: Agricultural Technical Support and Promotion

THIS AGREEMENT, made as of the 1st day of January, 2020 by and between, **HUDSON VALLEY AGRIBUSINESS DEVELOPMENT CORPORATION**, a New York not-for-profit corporation with offices at 507 Warren Street, 2nd Floor, Hudson, New York 12534 (hereinafter “HVADC”) 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, HVADC is a New York State not-for-profit corporation whose purposes include the furthering of agricultural development in 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, retention and attraction of business to Dutchess County within Dutchess County, New York; and

WHEREAS, HVADC has provided multiple services to the DCIDA and the parties wish to continue their relationship.

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

1. Services and Payment. The DCIDA hereby agrees to reimburse HVADC for technical support services and agricultural promotion services, as more fully set forth on Schedule A, attached, as follows:

- a. Payment in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per year for three (3) years commencing January 1, 2020 and

terminating December 31, 2022, which payment will not be made until the DCIDA is in receipt of satisfactory annual outcomes reports from HVADC.

2. Independent Contractor. All work performed by HVADC on behalf of the DCIDA under this Agreement shall be that of an independent contractor. The DCIDA and HVADC 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 HVADC and the DCIDA.

3. Taxes. HVADC 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 HVADC staff to the DCIDA; (ii) any of the HVADC's pension, health or other fringe benefit plans, if any, for the HVADC's administrative support staff. HVADC 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.

4. Insurance. At all times during the term of this Agreement, HVADC shall maintain, at its own cost, comprehensive general liability insurance in the amount typically maintained by businesses of the same type but in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) and shall name the DCIDA as an additional insured. HVADC shall maintain Employer's Liability insurance in compliance with the Workers' Compensation Law of the State of New York. Prior to cancellation of or material change to any policy, a thirty (30) day notice shall be given to the DCIDA pursuant to the notice provisions contained herein.

5. Term. This Agreement shall begin as of January 1, 2020 and shall remain in full force and effect until December 31, 2022, except that this contract may be terminated by DCIDA upon ninety (90) days' written notice to HVADC.

6. 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 HVADC to provide the services to the DCIDA.

7. Procurement of Services. The services and support to be provided to the DCIDA by HVADC are unique because of the similar corporate purposes and the special qualifications the HVADC staff has to support the DCIDA and are consistent with the DCIDA's Procurement Policy.

8. Qualification of HVADC. The HVADC 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.

9. Declaration by HVADC. The HVADC 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.

10. 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 HVADC 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.

11. Retention of Records. The HVADC 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.

12. Non-Assignment. (a) This Agreement may not be assigned by the HVADC 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 HVADC 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.

13. 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 HVADC: Hudson Valley Agribusiness Development Corporation
507 Warren Street, 2nd Floor
Hudson, New York 12534
Attention: Executive Director
Telephone: (518) 432-5360

To DCIDA: Dutchess County Industrial Development Agency
Three Neptune Road
Poughkeepsie, New York 12601
Attention: Secretary
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.

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

15. 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 HVADC shall comply with all applicable laws, rules and regulations on the use of the monies and, that the undersigned is not attempting 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.

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

17. 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: _____
Poughkeepsie, New York

DUTCHESS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Sarah Lee
Executive Director

Dated as of: _____
Poughkeepsie, New York

HUDSON VALLEY AGRIBUSINESS
DEVELOPMENT CORPORATION

By: _____
Todd Erling
Executive Director