

AGREEMENT

**Dutchess County Industrial Development Agency/
Dutchess County Local Development Corporation**

Program: Dutchess County Industrial Development Agency Program

THIS AGREEMENT, made as of the 1st day of January, 2020 by and between **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit corporation with offices at Three Neptune Road, Poughkeepsie, New York 12601 (hereinafter “DCLDC”) 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, DCLDC is a New York State not-for-profit corporation whose purposes include the furthering of economic development 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, retention and attraction of business to Dutchess County within Dutchess County, New York; and

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

WHEREAS, the DCIDA has maintained its offices within the DCLDC leasehold premises and has had the benefit of use and occupancy of the DCLDC leased premises; and

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

NOW, THEREFORE, the DCIDA and DCLDC agree to continue to use by the DCIDA of the DCLDC premises, its equipment and staff, and in consideration of the foregoing and the covenants contained herein, agree as follows:

1. Services. The DCIDA hereby agrees to reimburse DCLDC for the use of its premises and services to be provided as more fully set forth on Schedule A attached, the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) for the year 2020 commencing January 1 through December 31, 2020.

2. Payment. \$150,000 outright

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

4. Additional Responsibilities. All office equipment, information technology, office supplies, utilities and similar services shall be supplied by the DCLDC 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.

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

6. Insurance. DCLDC shall maintain 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.

7. 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 DCLDC

8. 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 DCLDC to provide the services, use of its premises, equipment, supplies and administrative staff to the DCIDA.

9. Procurement of Services. The services and support to be provided to the DCIDA by DCLDC are unique because of the similar corporate purposes, the special qualifications the DCLDC staff has to support the DCIDA and the fact that it would not be cost effective for the DCIDA to independently lease its own space and provide the services and staffing required without the assistance of the DCLDC.

10. Qualification of DCLDC. The DCLDC 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.

11. Declaration by DCLDC. The DCLDC 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.

12. 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 DCLDC 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.

13. Retention of Records. The DCLDC 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.

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

(b) An assignment of this Agreement shall not relieve the DCLDC 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.

15. 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 DCLDC: Dutchess County Local Development Corporation
Three Neptune Road
Poughkeepsie, New York 12601
Attention: Chief Executive Officer
Telephone: (845) 463-5400
Facsimile: (845) 463-5401

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

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

17. 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 DCLDC shall comply with all applicable laws, rules and regulations on the use of the monies and, pursuant to § 862(3) of the New York General Municipal Law, none of these funds shall be used for the purpose of preventing the establishment of an industrial and manufacturing plant; 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.

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

19. 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: January 1, 2020
Poughkeepsie, New York

DUTCHESS COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

By: _____
Tim Dean
Chairman

Dated as of: January 1, 2020
Poughkeepsie, New York

DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION

By: _____
Sarah Lee
Chief Executive Officer