

STAFF POSITION AGREEMENT

This Staff Position Agreement (the "Agreement") made this ____ day of February, 2019 and effective the 1st day of March, 2019 by and between the City of Niagara Falls, a municipal corporation of the State of New York with offices at City Hall, 745 Main Street, Niagara Falls, NY 14302 (the "City") and Niagara Tourism and Convention Corporation, dba Destination Niagara USA, a not-for-profit corporation incorporated under the laws of the State of New York, having offices at 10 Rainbow Boulevard, Niagara Falls, NY 14303 ("NTCC").

WHEREAS, the NTCC is a destination marketing entity under contract with Niagara County and the City and has as part of its mission the development and promotion of tourism in all areas of Niagara County; and

WHEREAS, the City, pursuant to Section 1202-L of the New York State Tax Law and also pursuant to Niagara Falls Local Law No. 3 for the year 2006, collects occupancy tax and remits a portion of this occupancy tax collected to NTCC and retains a certain amount for City purposes; and

WHEREAS, the amount retained for City purposes is referred to as "Tourism Funds;" and

WHEREAS, the NTCC and the City wish to create one (1) full-time Staff Position at the NTCC dedicated to the promotion and development of tourism in the City (the "Staff Position"); and

WHEREAS, the NTCC would not be able to create this Staff Position due to annual budgetary constraints without some financial assistance from the City; and

WHEREAS, the City believes that the creation of this Staff Position dedicated to the promotion and development of tourism in the City will benefit the City, its businesses, residents and taxpayers; and

WHEREAS, the NTCC and the City created this Staff Position for the year March 1, 2018 through February 28, 2019 and it proved to be a successful collaboration; and

WHEREAS, the NTCC and the City wish to continue this Staff Position moving forward for an additional two (2) year period of time provided funding is provided for; and

NOW, THEREFORE in consideration of the mutual covenants and conditions set forth in this Agreement, the City and the NTCC hereby agree as follows:

1. TERM. The term of this Agreement shall commence on the 1st day of March, 2019 and terminate on the 28th day of February, 2021 unless sooner terminated in accordance with the terms of this Agreement.

2. PAYMENT. The City agrees that within thirty (30) days of the execution of this Agreement by both parties and the NTCC continuing the Staff Position, the City agrees to remit the sum of \$20,000.00 to NTCC to assist in the funding of this Staff Position. The City further agrees that provided that this Agreement has not been terminated as provided herein, the City will remit the sum of \$20,000.00 to the NTCC no later than August 1, 2019. Provided this Agreement is still in effect and has not been terminated as provided herein and funding is available, the City agrees to remit the sum of \$20,000.00 to NTCC no later than April 1, 2020 and the additional sum of \$20,000.00 no later than August 1, 2020. The City agrees to make these payments to the NTCC from Tourism Fund Balance.
3. SALARY AND BENEFITS. The City and NTCC agree that the NTCC will be solely responsible for paying the salary, FICA and all benefits of employment for the Staff Position as described in the Niagara Falls USA Employee Benefits Summary Sheet attached hereto as Schedule A. The parties agree that the Staff Position is not an employee of the City.
4. WORK ENVIRONMENT. The parties agree that NTCC will be solely responsible for providing the person in the Staff Position with office space at the NTCC offices, clerical help, office supplies and support systems generally required for a Staff Position of this nature and shall supervise the Staff Position and schedule hours of work.
5. STAFF POSITION/RESPONSIBILITIES. The City and the NTCC agree that the attached job description, labeled as Schedule B, generally describes the duties and responsibilities to be performed by this Staff Position. The person in the Staff Position will be managed by the NTCC supervisor identified as the Vice President of Operations. This supervisor will make certain that the person in the Staff Position performs the "Essential Duties" described in the attached job description as well as other duties and responsibilities assigned by this supervisor. The parties further agree that the contact person from the City will be the City Clerk who will monitor the performance of the person in the Staff Position on an as needed basis and meet with that person on an as needed basis in an effort to make certain that the City's tourism goals are promoted and developed. The person in the Staff Position will meet with the City Clerk on an as needed basis as required by the City Clerk and report for meetings at City Hall as requested.
6. COST OVERRUNS. It is agreed by and between the parties that any unanticipated expenses in excess of those described in paragraph 3 above incurred for the person in the Staff Position will be paid exclusively by the NTCC.
7. OWNERSHIP OF INFORMATION, DOCUMENTATION AND RECORDS DEVELOPED. The parties agree that the Staff Position at the NTCC will develop information, records and documentation during his or her course of employment at the NTCC. The NTCC agrees that the City Clerk may have access to any information, records and documentation on reasonable notice to the NTCC. In this regard, the Staff Position's supervisor and person in the Staff Position will provide to the City Clerk

written quarterly summaries of the activities conducted by the person in the Staff Position during his or her employ at the NTCC in order to demonstrate the benefit of the Staff Position to the City and goal achievement. Such reports will be provided no later than fifteen (15) days following the conclusion of each three (3) month period of employment. The written quarterly summaries will be in any form as the City Clerk shall reasonably require. It is understood and agreed that the City Clerk will release these quarterly reports to the Mayor and City Council and that they are subject to the requirements of Section 87 of the Public Officers Law (the Freedom of Information Law).

8. CONTINUATION OF AGREEMENT. The parties agree that the City's contribution to the funding of this position during the March 1, 2019 through February 28, 2021 period as provided in paragraph 2 above is contingent upon funds being made available in a line item in the City's annual budget (Tourism Fund Balance) by the Mayor and City Council to fund the Staff Position. Any determination to continue the Staff Position without the City's contribution will be solely determined by NTCC. In the event the City determines not to fund the Staff Position and the NTCC determines to continue the Staff Position, NTCC agrees that the continuation of the Staff Position shall be at its sole cost and expense.
9. TERMINATION. The parties agree that the City and NTCC may determine whether or not the person in the NTCC Staff Position is satisfactorily performing the duties and responsibilities described in the attached job description. In the event that the City shall deem that the person in the Staff Position has not provided satisfactory services benefitting the City, the City agrees to specify, in writing, the reasons substantiating this determination and provide the same to the supervisor at the NTCC. The parties agree that the supervisor shall then have ninety (90) days within which to cause the person in the Staff Position to perform satisfactorily. In the event that the performance of the person in the Staff Position does not improve in the determination of the City, the City may then terminate this Agreement. The parties further agree that this Agreement may be terminated by either party upon a breach of a material term of this Agreement by one of the parties provided that the non-breaching party provides the breaching party with written notice of such breach with a demand to cure the breach and such breach continues for a period of fifteen (15) days after such notice is provided. Upon any termination of this Agreement, NTCC agrees to refund on a per diem basis any dollars paid by the City to the NTCC pursuant to paragraph 2 above from the time of the date of termination to February 28, 2021.

Should this Staff Position become vacant for any reason, the NTCC shall have sole responsibility for recruiting and filling the Staff Position with collaboration from the City Clerk.

10. INDEMNIFICATION. To the extent permitted by law, the City and the NTCC agree to indemnify, save and hold harmless each other, their agents and employees from any and all claims, demands, actions, or causes of action arising out of the performance or non-performance of the work and services provided for in this Agreement, and further agrees

to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim arising out of this Agreement.

11. NON-DISCRIMINATION. The City and the NTCC shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability, marital status or sexual orientation.

12. APPROVALS. This Agreement shall not take effect until it is approved by the City Council of the City of Niagara Falls and the Chief Executive Offices of NTCC.

IN WITNESS WHEREOF, Niagara Tourism and Convention Corporation and the City of Niagara Falls have executed this Agreement on the day and year indicated.

Date: THE CITY OF NIAGARA FALLS

By: _____

Approved as to Form

Corporation Counsel

Date: NIAGARA TOURISM AND CONVENTION CORPORATION

By: _____



NIAGARA FALLS™

USA

Employee Benefits Summary Sheet

Following is a brief overview of the various benefit programs available to eligible employees. The complete terms and conditions of these benefit programs are contained in the plan documents and other literature. The *Summary Plan Descriptions* provide more information and are available during the orientation process to all eligible employees. The Company has the right to modify or cancel any or all of our benefit programs in its absolute discretion at any time.

401(k) SAVINGS PLAN: Our 401(k) Savings Plan is offered to all regular employees. You may elect to defer a percentage of your gross base annualized salary up to an IRS maximum Destination Niagara USA also offers a discretionary match as set forth by the Board of Directors annually. A variety of investment options are available to you. Participation is available the first of the month after 60 days of regular fulltime employment.

Health Insurance and Cafeteria Benefits: Health Insurance is available to all regular employees working 30 hours or more per work week. This benefit is available the first of the month after 60 days of employment. Destination Niagara USA offers a set schedule of employer contribution which is defined annually during open enrollment. The contribution varies based on single through family plan coverage and also offers an opt out incentive. In addition, the cafeteria plan offers benefits to choose from, including dental, vision, life insurance (employee, spouse, dependent), long term disability, additional short term disability and others. Selections exceeding the employer contribution will be paid by the employee through a payroll deduction.

Group Life Insurance: Group Life Insurance is provided at no cost for all regular employees who work 40 hours or more per week. The standard employer paid coverage amount is \$25,000. The coverage for Directors and Executive management is \$50,000.

NYS Standard & Supplemental Short Term Disability: is available to all regular employees who work 30 hours or more per week. Short Term Disability coverage begins on the 8th day following an accident or following the onset of an illness. STD pays 60% of your weekly earnings to a maximum benefit as defined in the plan summary.

NYS Paid Family leave: will be available to all covered employees in compliance with the guidelines as set forth by New York State. This coverage is scheduled to start January 1, 2018.

In addition, Niagara Tourism offers accrued PTO to any employees who work 30 hours or more:

PTO

- 15 days - year 1*
- 20 days - year 2-5*
- 25 days - year 6-10*
- 30 days - year 11+*

Additional benefits:

Company Paid Holidays, Bereavement Leave, Jury Duty Leave, Military Leave, Cancer screening Leave

All employees should refer to the Handbook provided to them at time of hire for additional information on benefits and policies.

SCHEDULE A

Destination Niagara USA | 10 Rainbow Boulevard | Niagara Falls, NY USA 14303

p: 1.877 FALLS US f: 716.285.0809 | niagarafallsusa.com | @niagarafallsusa



JOB DESCRIPTION

NAME:

DATE: Feb 2018

TITLE: Tourism Development Manager

JOB STATUS: Full time

FLSA STATUS: Exempt - Professional

TITLE OF SUPERVISOR: Vice President Marketing and Brand Management

DEPARTMENT: Marketing

JOB SUMMARY

This position's primary purpose is to act as a liaison between the City of Niagara Falls, Destination Niagara USA and local tourism related businesses in order to further enhance the visitor experience. Additionally, this position will work to secure sponsorships to develop large-scale events in the off-season in order to help elevate Niagara Falls USA's position as a year-round destination.

ESSENTIAL DUTIES

- *Work in collaboration with the City of Niagara Falls and all city departments to assist in tourism activities and events.*
- *Identify short and long-term issues, recommend initiatives and provide any relevant information needed to enhance the overall experience for tourists in Niagara Falls.*
- *Seek collaborative private partners and funding to assist in developing and implementing large-scale event opportunities (Jingle Falls, etc.) in the off-season and assist local businesses in participating in these events.*
- *Serve as primary liaison with the Downtown Niagara Falls Business Association in order to ensure continued collaborative success amongst all tourism business partners.*
- *Meet regularly with the Niagara Falls Tourism Advisory Board to develop strategies, programs and policies to promote events and deal with any issues requiring city involvement in order to achieve success and visitor satisfaction as a tourism destination.*
- *Coordinate with local businesses to develop collaborative events and promotions, which would promote off-season visitation in Niagara Falls.*
- *Work to increase the connection and awareness between Niagara Falls residents and the tourism industry.*
- *Work with tourism related businesses and assist where possible on education related to visitor readiness, individual social media channels, and participation in the EXP (online visitor services training) Program.*
- *Work with struggling local businesses to connect them with the various resources and appropriate city departments needed to grow and improve their business.*

- *Coordinate with Convention and Meetings department to ensure well-organized cooperation with local business partners to enhance the overall group experience and expand potential revenue opportunities to local businesses.*
- *Any other duties deemed necessary as assigned by Supervisor or Destination Niagara USA management.*

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- *Experience in effective communication concepts, general business acumen and press release writing styles.*
- *Excellent organizational and project management skills including team collaboration and coalition building.*
- *Demonstrated ability to communicate both in oral and written format to a diverse range of audiences.*
- *Proven supervisory skills.*
- *Strong problem solver; demonstrates initiative.*
- *Positive, diplomatic and professional attitude.*
- *Proficient in all general office suite applications, experienced in email platforms and the ability to learn new software applications relevant to the position.*
- *Willing and able to travel outside of the region using all modes of transportation including use of personal vehicle; travel to potentially include nights and weekends.*
- *Must have valid passport/enhanced driver's license.*
- *Significant knowledge of Niagara County and specifically Niagara Falls.*
- *Proven positive and existing relationships with City of Niagara Falls officials and members of the business community.*

QUALIFICATION STANDARDS

Must be a resident of the City of Niagara Falls, Bachelor's degree in related field and a minimum of seven years of experience handling similar duties. Relevant work experience within public relations, business development and marketing preferred.

ERGONOMIC REQUIREMENTS

Sitting, standing, stooping, bending, light lifting (10-50 pounds), carrying, repetitive movements due primarily to computer work. All of the ergonomic requirements must be performed without significant risk of injury to oneself or others, or otherwise demonstrate or explain how one can perform essential functions listed above.

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<i>Employee signature</i>	<i>Date</i>
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<i>Supervisor</i>	<i>Date</i>

***This position and its subsequent duties is the result of a memorandum of understanding with the City of Niagara Falls. Any changes to duties must be mutually agreed upon between the City of Niagara Falls and Destination Niagara USA.**