

EXTENSION AGREEMENT

CITY OF NIAGARA FALLS, NY and NIAGARA TOURISM AND CONVENTION CORPORATION

THIS AGREEMENT made and entered into this _____ day of _____, 2021 between the **CITY OF NIAGARA FALLS, NEW YORK**, a municipal corporation having offices located at 745 Main Street, Niagara Falls, New York 14302 (“**CITY**”) and the **NIAGARA TOURISM AND CONVENTION CORPORATION, d/b/a DESTINATION NIAGARA USA (“NTCC”)**, a not-for-profit corporation, incorporated under the laws of the State of New York, having offices at 10 Rainbow Blvd, Niagara Falls, New York 14303.

WITNESSETH:

WHEREAS, CITY and NTCC entered into a certain Agreement on or about February 23, 2003, which commenced on June 1, 2003 (the "Agreement"), a copy of which is attached hereto; and

WHEREAS, this Agreement has been extended by the parties on multiple occasions, copies of said extensions are attached hereto; and

WHEREAS, NTCC and the County of Niagara agreed to extend their agreement through May 31, 2023, a copy of which extension is also attached hereto;

WHEREAS, the CITY and NTCC desire to further extend the Agreement, as amended, through May 31, 2023; and

WHEREAS, the NTCC is and will be equipped and staffed to achieve the goals and purposes set forth in the Agreement, as amended, and will hire and retain persons and entities which are required and necessary; and

WHEREAS, CITY desires to engage NTCC to continue those services and NTCC is willing to provide such services, as specified in the Agreement, as amended, through May 31, 2023; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Extension of Term** - CITY and NTCC agree that the Agreement, as amended, shall be extended from its expiration through May 31, 2023, at which time the Agreement will terminate unless otherwise agreed to be the parties hereto.
2. **Amendment of Section 3 (C) (1)** – Section 3(C)(1) (*Method of Payment*) is hereby amended by adding the following:

C. The American Rescue Plan Act of 2021, under certain circumstances, allows local governments to recapture revenue lost as a result of the Covid-19 Pandemic. Any American Rescue Plan funds applicable to lost Bed Tax revenue will be divided equally by NTCC and the City, with each party receiving a fifty percent (50%) share of the total sum.

3. **Distribution of Revenue from “Taxable Booking Transactions” with Airbnb** - Provided that the City enters into a Memorandum of Understanding with the County of Niagara authorizing the County to collect the City’s occupancy taxes, solely as to “Taxable Booking Transactions” with Airbnb, the balance of the revenue from said taxes owed to NTCC under this Agreement (minus a 5% administrative fee retained by the County of Niagara to cover its administrative expenses), shall be directly distributed to NTCC by the County. The yearly reconciliation calculated by the City for NTCC in accordance with Section 3 (C) (1) (A) of this Agreement will then be reduced in an amount equal to the City’s share of occupancy taxes derived from “Taxable Booking Transactions” with Airbnb, with the City retaining that amount.

IN WITNESS WHEREOF, the parties hereto have set there hands the day and year first above written.

CITY OF NIAGARA FALLS, NY

**NIAGARA TOURISM AND
CONVENTION CORPORATION**

Robert M. Restaino, Mayor

Chairman

Attest: _____
City Clerk

President