

**AGREEMENT BETWEEN THE TOWN OF CONKLIN
AND STRATEGIC DEVELOPMENT SPECIALISTS, LLC**

This writing constitutes the agreement between Strategic Development Specialists, LLC (“Strategic”) and the Town of Conklin (the “Town”) pursuant to which Strategic will represent the interests of the Town in pursuing funding for priority projects. The scope of Strategic’s representation shall include, but not be limited to, the following:

- (1) Provide information on policies and programs that may have a potential impact on the Town;
- (2) Write and submit grant and other funding applications; and
- (3) Assist in strategic planning efforts to advance the interests of the Town with respect to identifying and securing grants and other incentives pertaining to the Town’s priorities and programs.

As compensation for the above activities, Strategic will receive an hourly rate of \$150.00. This agreement shall commence on May 27, 2015, and continue through and including December 31, 2015. This hourly fee is exclusive of Strategic’s necessary expenses and disbursements, including but not limited to photocopying charges, postal charges, express mail delivery fees, facsimile charges, telephone charges, and mileage and travel expenses according to our standard rates.

Prior to commencement of any work projects, Strategic will first discuss the project with the Supervisor and obtain the Supervisor’s consent to proceed with such projects. In addition, prior to commencing with any such work, upon request by the Town and in order to enable the Town to better ascertain the potential fees associated with a particular project to be undertaken by Strategic, Strategic will provide an estimate of the fees it expects to accrue for that project.

You will be billed on a monthly basis, providing the Town with a monthly statement for services rendered during the previous month and for disbursements incurred for your account. Strategic reserves the right to terminate this relationship for non-payment of fees or costs. You agree to pay all statements for fees and disbursements when due within thirty (30) days from the date of the invoice. In the event you do not pay our statements within thirty (30) days from the date of a statement, you will be assessed a late charge equal to twelve (12) percent per annum of the unpaid balance of your account. The assessment of a late charge, however, should not be construed as a deferred payment plan or an installment option. Rather, the late charge is a penalty for failure to make payment upon a statement when due.

It is specifically acknowledged and agreed that Strategic has made no promises, representations, or guarantees regarding the outcome or final resolution of Strategic’s representation of the Town.

At the conclusion of the duration of this Agreement, as well as any extensions thereof, we will retain our own files. If you wish copies of our files, you can arrange to make copies of all our papers that we

believe are necessary to continue representation. We will ask you to pay any additional cost of copying. Termination of our services will not affect your responsibility to pay for services rendered and all costs incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the New York Code of Professional Responsibility including: your failure to pay promptly our bills, misrepresentations of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective relationship between us or presents conflicts with our professional responsibilities. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.

If we are required to enforce the terms of this Agreement and we prevail, you agree to pay our reasonable attorneys' fees and costs of collection.

Generally, we keep each client's files for seven (7) years after we close the file. After seven years, we destroy those files, unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

If a dispute should arise with respect to fees or disbursements, you may have the right to elect to resolve this dispute by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts. To do so, you must file a request for Fee Arbitration within 30 days from the receipt of a Notice from our office of your right to arbitrate. If you do not file a Request for Fee Arbitration within 30 days from the receipt of such Notice, you waive the right to resolve the dispute by arbitration under Part 137, and we will be free to bring a lawsuit in court to seek payment of the fee.

TOWN OF CONKLIN

**STRATEGIC DEVELOPMENT
SPECIALISTS, LLC**

By: _____
James Finch, Supervisor

By: _____
Leann West