

MAHLON R. PERKINS, P.C.

Attorneys and Counsellors at Law

11 South Street

P.O. Box 27

Dryden, New York 13053

MAHLON R. PERKINS

TELEPHONE
(607) 844-9111

MEMORANDUM

TO: Town Board, Town of Dryden

FROM: Mahlon R. Perkins

DATE: April 2, 2004

RE: Contract for Grant Writing Services

Attached is a copy of the Contract for Grant Writing Services which has been negotiated with Thoma Development Consultants. This Contract is on the Agenda for April 8 to be approved and the Supervisor authorized to sign the same.

CONTRACT FOR GRANT WRITING SERVICES

THIS AGREEMENT is made this ____ day of April by and between Thoma Development Consultants, 34 Tompkins Street, Cortland, New York 13045 (herein the "Consultant") and the Town of Dryden, 65 East Main Street, Dryden, New York 13053 (herein the "Customer"). The Consultant agrees to perform the services for the Customer as set forth herein, and the Customer agrees to pay the Consultant as provided herein:

I. Scope of Service:

Preparation of funding application(s) for projects as identified by the Consultant and authorized by the Customer. Preparation of the application(s) will include the following:

- a. Conduct preliminary research to determine feasibility of a successful application;
- b. Upon authorization of the Customer, submit funding applications to appropriate funding sources;
- c. Serve as a liaison between the Customer and the appropriate funding source(s) during the application process.

II. Information Supplied by Customer; Customer's Assurances:

1. The Customer shall make available to the Consultant information it has in its files and records and which is readily available to it to the extent that the same is required by a funding application.
2. The Customer agrees, as part of the application and award process, to grant assurances that it will comply with all the applicable application and award requirements.

III. Term:

1. The services of the Consultant shall commence as of April 1, 2004.
2. The Term of this Agreement shall be for one (1) year.
3. Thereafter this Agreement shall automatically be extended for successive one (1) month periods, unless terminated as herein provided.

IV. Payment:

1. For the initial Term the Customer will pay the Consultant an annual fee of \$1,200 to be paid in quarterly installments of \$300.

2. After the initial Term, the monthly fee shall be \$100 per month.
3. If as a result of a successful application the Consultant receives over \$5,000 compensation (determined as provided in (4) below) from the Customer during the initial Term, or during any subsequent twelve-month period covered by any extension of this Agreement, then the Consultant will refund, or credit the Customer as the case may be, \$1,200 for such twelve-month period or refund the same (pro rata) to the Customer if this Contract is terminated prior to such credit being used up.
4. In addition to the monthly fee provided herein during the Term, and any extension thereof, the Customer will pay the Consultant a fee as identified below for funds received by the Customer which result from proposals, grant or loan applications, or other authorized work performed by the Consultant on behalf of the Customer.

The fee schedule is as follows:

<u>Funds Awarded</u>	<u>Fee</u>
Less than \$30,000	10%
\$30,000 to \$100,000	7.5%
\$100,001 to \$400,000	5%
Greater than \$400,000	Negotiable

Upon receipt by the Customer of an acceptable award letter from the funding source, the Consultant's fee is deemed earned, and the Customer agrees to pay the Consultant such fee (even if the acceptable award letter is received after termination of this Agreement).

5. The Customer agrees to pay the Consultant for all reimbursable expenses incurred by the Consultant during the application process. Reimbursable expenses include postage, long distance telephone calls, photographs, photocopying, mapping, etc. and will be charged to the Customer at cost.

V. Billing and Payment:

Bills for services provided shall be submitted and paid as follows:

1. Bills for the monthly fee will be submitted for each calendar quarter in which the service is provided to the Customer, unless a credit is due to the Customer (as provided in IV(3) above).
2. Upon receipt by the Customer of the funds from an approved application, the Consultant will submit a bill for its fee. Payment in full is due within 30 days of receipt of a complete voucher with the bill.

VI. CDBG Small Cities Application:

This agreement does not include applications to the New York State Governor's Office of Small Cities for Small Cities CDBG except for the Economic Development component of the program. If the Customer elects to submit an application for Small Cities CDBG funds, the Customer will receive a 20% reduction in the Consultant's typical fee for a similar application.

VII. Termination:

Following the initial one (1) year term, the Customer or the Consultant may terminate this Agreement by providing notification in writing stating that said Agreement is being terminated. The Customer is responsible for all fees due the Consultant until such written termination is received and the Consultant is responsible for any credits or refunds due the Customer.

VIII. Indemnification:

The Consultant hereby undertakes and agrees to defend, indemnify and hold harmless the Customer from and against any and all suits, claims or causes of action by any third party, employees or agents of the Consultant, which claims, suits or causes of action are based upon any act or omission of the Consultant in carrying out the terms of this agreement.

IX. Acceptance:

Authorized signatures below indicate acceptance by the Customer and the Consultant of this agreement.

Town of Dryden:

Date: _____

Thoma Development Consultants:

Date: _____