

This Agreement is made the 13<sup>th</sup> day of August 2008, by and between the County of Madison, a municipal corporation of the State of New York, having its principal office at P.O. Box 635, N. Court Street, Wampsville, New York 13163 (hereinafter called "County") and Park Strategies, LLC, having its office at 101 Park Avenue, Suite 2506, New York, New York (hereinafter called "Consultant").

WITNESSETH:

WHEREAS, the County is desirous of employing Consultant based on its experience in the field of public and governmental relations; and

WHEREAS, the Chairman of the Board of Supervisors of Madison County is authorized by Resolution number 33-08 of 2008 to execute this agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. County hires and retains the services of Consultant to provide legislative consulting services in Albany and Washington, DC as hereinafter set forth.
2. Consultant's responsibilities shall be as set forth and described in the attached Schedule A. In connection therewith Consultant's responsibilities shall include:
  - a) Respond to reasonable requests for advice and consultation on matters related to County involving government relations, with the representatives of the executive, legislative and administrative branches of the Federal and New York State Governments, including their various agencies.
  - b) Make itself reasonably available to consult with County officers and employees, and other professionals retained by County.
  - c) Identify, review and analyze, upon request, federal and state legislative bills, resolutions and relevant discourse pertaining to the 2008-2009 Session of the New York State Legislature and the corresponding Federal Legislative Sessions ("legislative matters") in a timely manner to assist the County in determining its policy positions.
  - d) Provide, upon request, timely reports of legislative matters for 2008-2009 and the progress of work to the County. Such reports may include but not be necessarily limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state of federal policies or programs that affect the County and its citizens either directly or indirectly.
  - e) Represent and advocate, as directed, the County's position on Federal and State funding and legislative matters to elected members of Congress, the New York State Legislature, policymakers, lobbyists, Executive branch officials

and staff, legislative officers and staff, and any other designated persons as directed by the County.

- f) Provide assistance in establishing strategy, obtaining sponsors and co-sponsors in each house for legislative initiatives, establish and maintain successful working relationships with the Federal and State legislative leadership, interested organizations, community groups and other legislators and staff to achieve passage or defeat of legislation as directed by the County.
- g) Draft and deliver legislation, resolutions, and amendments and/or coordinate with bill sponsors and legislative drafting offices of the respective legislatures, as appropriate.
- h) Provide timely assistance as requested on other matters involving the development and maintenance of successful intergovernmental relations.
- i) Organize and schedule visits and testimony by designated officials and staff of the County.
- j) Perform other work deemed necessary to provide necessary service.

It is understood by the parties hereto that the Consultant in no way guarantees or predicts any specific action or result. It is further understood that the Scope of Work pursuant to this Agreement, and the payments made therefore, are not in any way contingent upon the defeat or enactment of any legislative, regulatory or administrative proposal.

3. Term. This Agreement shall commence on August 12, 2008 and be effective for one (1) year, subject to earlier termination as provided for herein.

4. Payment. (a) Amount of Consideration. For services rendered pursuant to this Agreement, including all out-of-pocket expenses, County agrees to pay Consultant Twenty-Nine Thousand Five Hundred and no/100 dollars (\$29,500.00) per month, due and payable in arrears in accordance with established Madison County procedures, upon submission of duly approved County claims forms, with the exception of the first month which shall be paid upon return of this agreement fully executed by the County and Consultant.

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

(c) Vouchers; Voucher Review, Approval and Audit. Except for the first month as provided for in paragraph 4(a), payments shall be made to Consultant in arrears and shall be contingent upon (i) Consultant submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a narrative stating the person(s) performing the services, and specifying, with reasonable specificity, the services provided, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (ii)

together with such other and further documentation as may reasonably be required including but not limited to Internal Revenue Service form W-9 (request for taxpayer identification number and certification).

(d) Timing of Payment Claims. Consultant shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month.

(e) Expenses and Disbursements. The monthly fee, above set forth, includes all expenses and disbursements of Consultant, including but not limited to travel to and from New York and Washington, DC, as well as travel within New York State. Provided, however, at the request of the Chairman of the Board of Supervisors, with approval in advance by the relevant Legislative Committee of the Board of Supervisors, and subject to appropriation of funds, reimbursement for travel outside of New York State and greater metropolitan Washington, DC may be authorized for reimbursement.

5. Independent Contractor. Consultant is an independent contractor of the County. Consultant shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Consultant (a "Consultant Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. Consultant affirms that it is not in arrears to the County upon any debt or contract and it is not in default as surety or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance With Law. (a) Compliance with Law. (a) Generally. Consultant shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information. In connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. Consultant acknowledges that Consultant Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law.

(c) Registration. The Consultant shall comply with all laws, rules and regulations in regard to its activities on behalf of the County, including but not limited to, filing all necessary statements of registration and reports in connection with consulting activities as required by Federal and New York State law. Consultant shall also advise and timely provide County with drafts of all state and federal registrations, reports and related as may be required of County by reason of this Agreement and the activities undertaken pursuant thereto.

8. Service Standards. (a) Regardless of whether required by law, Consultant shall, and shall cause Consultant Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any person or property.

(b) Consultant shall deliver Services under this Agreement in a professional manner consistent with the best practices of its profession. Consultant shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Consultant Agents to obtain and maintain, all registrations, approvals, licenses, and certifications necessary or appropriate in connection with this Agreement.

(c) Consultant shall have no substantive communications with the press concerning the matter(s) covered by this Agreement without prior consultation with and approval by the Chairman of the Board of Supervisors or his designee.

(d) Consultant acknowledges and agrees that all information that Consultant acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

9. No conflict of representation. During the term of this Agreement, Consultant will not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the interest of the County, nor will it act as Consultant or as an employee, contractor or representative of any party in any action or proceeding that is adverse to the County or to any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Consultant shall be solely responsible for and shall indemnify and hold harmless the County, and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of Consultant or a Consultant Agent; provided, however, that Consultant shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Consultant shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Consultant's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and Consultant shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Consultant shall, and shall cause Consultant's Agents to, cooperate with the County and the County Attorney in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. Consultant shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) compensation insurance for the benefit of Consultant's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Consultant pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. Consultant shall be solely responsible for the payment of all deductibles to which such policies are subject. Consultant shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Consultant under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Consultant shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Consultant shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of Consultant to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Consultant to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights. Notwithstanding the above, County and Consultant hereby expressly acknowledge that Consultant will retain the Wladis Law Firm to provide consulting services at the state level to and on behalf of County in furtherance of the scope of services to be furnished hereunder.

13. Termination. (a) This Agreement may be terminated (i) by County upon thirty (30) days written notice to Consultant on or after January 1, 2009; (ii) by Consultant upon thirty (30) days' written notice to County on or after January 1, 2009; (iii) upon mutual written Agreement of the County and Consultant; and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Consultant Assistance Upon Termination. In connection with the termination or impending termination of this Agreement Consultant shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in

other provisions of this Agreement) to assist the County in transitioning Consultant's responsibilities under this Agreement including, without limitation, providing status reports for all matters handled by Consultant pursuant to this Agreement. Within four weeks of the date of any such termination, regardless of the reason for termination, Consultant shall return to the Madison County Attorney's Office all materials in Consultant's possession pertaining to the Services provided pursuant to this Agreement, including, without limitation, pleadings, exhibits, memoranda, notes, correspondence, drafts, computer files, photographs (collectively "Files") and Consultant hereby waives any rights it may have to assert an attorney's retaining lien over such Files. The provisions of this Section shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Consultant shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Madison County Treasurer, the County Attorney, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief Consultant shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The complaint or necessary moving papers of Consultant shall allege that the above-described actions and inactions preceded Consultant's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Madison County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent to the County Attorney at the address set forth above, and to Consultant at the address set forth above.

18. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or

referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

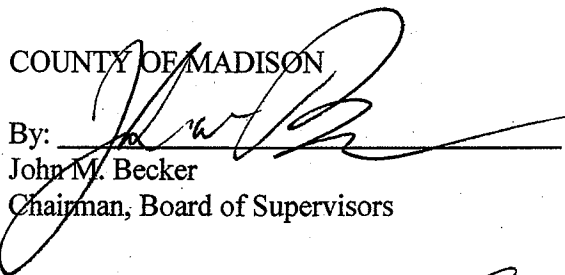
20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Executory Clause. Notwithstanding any other provision of this Agreement, the County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Board of Supervisors, and (ii) this Agreement has been executed by the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF Consultant and the County have executed this Agreement as of the date first above written.

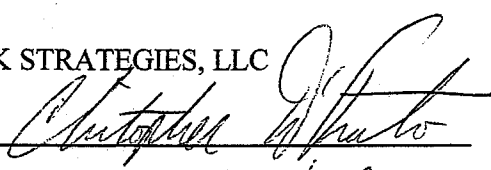
DATED: 8/13/08

COUNTY OF MADISON

By:   
John M. Becker  
Chairman, Board of Supervisors

DATED: 8/12/08

PARK STRATEGIES, LLC

By:   
Title: Executive VP / Partner

STATE OF NEW YORK )

COUNTY OF MADISON )

On the 13<sup>th</sup> day of Aug, 2008, before me, the undersigned, personally appeared **John M. Becker**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York  
Appointed in Madison County  
My Commission Expires : 10/23/10

Melissa E. Martel

Notary **MELISSA E. MARTEL**  
Notary Public, State of New York  
Qualified in Madison County  
No.: 01MA6154847  
My Commission Expires Oct. 23, 20 10

STATE OF NEW YORK )

COUNTY OF )

On the 12<sup>th</sup> day of August, 2008, before me, the undersigned, personally appeared Christopher D'Amato, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York  
Appointed in Onondaga County  
My Commission Expires : 07/07/2011

Heather M. Cole

Notary

**HEATHER M. COLE**  
Notary Public, State of New York  
No. 01CO6095338  
Qualified in Onondaga County  
My Commission Expires July 7, 20 11

## Schedule A – Scope of Services

**Purpose of the Engagement** – The Consultant will provide assistance and support to the Madison County Board of Supervisors on state and federal legislative and regulatory matters that affect the County, its policies, laws, governmental obligations and fiscal matters as well as communities within the County. With the urgent need for the State of New York to address its looming fiscal crisis, reduced budgets and pushing mandates down to the County, specific attention must be focused on actions which may impact the availability of state or federal funding or which may require the dedication of additional county resources.

### Manner of Proceeding.

1. The legislative consultant will be directed by the County on all matters through the Chairman of the Board of Supervisors or his designee.
2. The consultant will designate a single point of contact through whom the Chairman, or his designee, will communicate with the Consultant
3. The Consultant will work cooperatively with the County to ensure that normal Board rules and processes are followed in making decisions, developing plans and directing/taking action on all matters.
4. Committees of the Board of Supervisors will retain their defined jurisdictional prerogatives and oversight.
5. County staff will provide data and information reasonably available from County records that may be necessary for the Consultant to conduct analyses and to understand issues.
6. On specific matters referred by or undertaken on behalf of the County, the consultant will;
  - a) Prepare and provide a written issue briefing that identifies the issue, the historic and current background, parties involved, political influences, financial/economic implications and any regulatory/legal considerations.
  - b) Provide a listing of alternatives identifying attendant strengths, weaknesses and opportunities associated with each issue.
  - c) Make recommendations for specific actions for approval by the County.
7. Upon adoption of a recommended course of action and when directed the legislative consultant will;
  - a) Prepare an action plan on the chosen alternative.
  - b) Present the plan for adoption by the County.
  - c) Monitor adopted plans through monthly (or as agreed upon) updates on matters undertaken as directed by the County.
  - d) Provide timely briefings to the County as required for changing situations and the need to modify plans.

### Specific Legislative and Regulatory Affairs to Be Monitored and Addressed

1. The Consultant will monitor, report and advise on proposed or pending state and federal legislative affairs including, but not limited to, specific bills, rule making and regulatory initiatives.
2. Develop briefings, decision papers and strategies for County action on proposed or pending legislative affairs.

**County Revenues and Budget Matters** – The Consultant will pay particular attention to the following matters.

1. Legislative initiatives that preserve existing county revenue streams.
2. Legislative initiatives that may enhance existing revenue streams.
3. Opportunities to obtain access new revenue streams.
4. Legislative initiatives with the potential to impact revenue streams where County engagement may enhance the outcome.

**Other Matters** – The Consultant will bring to the attention of the Chairman of the Board of Supervisors for the purpose of seeking guidance any other matters which it identifies and which may impact the County before undertaking action.