

## AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between MUNIPRO, INC., a local development corporation duly formed and validly organized under the laws of the State of New York, with its principal offices at One Vince Tofany Blvd., Greece, New York 14612 (the "Corporation") and Ricky J. Pellegrino, 157 Simpson Road, Rochester, New York 14617 (the "Consultant").

### WITNESSETH:

WHEREAS, MUNIPRO, Inc. requires the services of a consultant experienced in the field of accounting; and.

WHEREAS, Munipro solicited Requests for Proposals intending to select one single firm to provide accounting services. These services include, but are not limited to the preparation of monthly financial statements, performance of monthly bank account reconciliations; attendance at board meetings, NYS Comptroller "PARIS" reporting, assistance with budget preparation. It is estimated that these services will not exceed 60 hours annually. In order to comply with Section 2824 of Public Authority Law, the selected vendor must provide proof of participation for Public Authorities Board Member Training.

WHEREAS, the Consultant has significant experience and expertise in the field of accounting, and is available to perform necessary accounting services on behalf of MUNIPRO, Inc.;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto, as follows:

### SERVICES

1. The Consultant shall provide services as follows:
  - (a) Preparation of monthly financial statements;
  - (b) Performance of monthly bank account reconciliations;
  - (c) Consult and recommend to the Board adherence of compliance with federal and state regulations governing LDC operations and Generally Accepted Accounting Principles;
  - (d) Provide financial updates to Board members on a monthly basis;
  - (e) Update NYS Comptroller "PARIS" reporting system as required by NYS Authority Budget Office with respect to Public Authorities Law.;
  - (f) Assist with annual independent financial audit review.
  - (g) Advise and assist in the filing of documents as necessary to ensure compliance with the New York State Public Authorities Accountability Act and sound internal control practices.
  - (h) Advise and assist Munipro's Contract Officer and Legal Counsel as necessary to insure compliance with adopted policies and procedures.

## **FEES**

2. MUNIPRO, Inc. shall make payment, in complete satisfaction for all services rendered hereunder, fees at an hourly rate of \$65.00 (sixty) provided the total hours worked shall not exceed 60 hours per annum. Compensation payable monthly upon submission of an invoice. The rate set forth in this Agreement shall pertain for the entire duration of the engagement. There shall be no charge or expense to MUNIPRO, Inc. for secretarial, clerical or administrative time, or time incurred in preparation, execution and delivery of bills.

## **DISBURSEMENTS**

3. MUNIPRO, Inc. agrees to pay the Consultant for all reasonable and necessary disbursements made in connection with this matter. Mileage expense shall be reimbursed at the rate equal to that established by the IRS for mileage reimbursement. Any disbursement in excess of \$100.00 must be approved by MUNIPRO, Inc. in advance.

## **BILLING**

4. Payment by MUNIPRO, Inc. for the sums herein contracted for shall be made upon submission of invoices by Consultant. Invoices shall be submitted on a monthly basis. Receipts for all disbursements shall be attached to the invoices.

## **COPIES OF DOCUMENTS**

5. The Consultant agrees to provide MUNIPRO, Inc. with copies of all accounting statements, reports and any other documents received or prepared by the Consultant for which MUNIPRO, Inc. is billed in connection with this engagement. The Consultant will be provided with an account issued by the Town of Greece Department of Information Services which will allow access to the Town's network. The Consultant agrees to save and maintain electronic files on the Town's network only, and not on any personal computer's hard drive.

## **NONDISCLOSURE**

6. The Consultant agrees to the restrictions and undertakings contained in this Agreement and hereby agrees that all information disclosed by the Corporation to Consultant, including any such information disclosed prior to the date of this Agreement, and including without limitation information acquired by Consultant will not be disclosed without prior approval by the Corporation.

## **TERMINATION**

7. (a) This Agreement shall commence June 17, 2013 and shall continue in force until June 12, 2014, Both parties may terminate this Agreement upon thirty (30) days' notice to the Consultant unless termination is for cause and in that event MUNIPRO, Inc. may terminate this Agreement without notice at any time, effective immediately. This agreement may also be extended for three additional one year periods upon mutual agreement of both parties.

## **NON-ASSIGNABLE**

8. The Consultant agrees that it will not assign, transfer, convey, encumber, grant any security interest in, sublet or otherwise dispose of this Agreement or its right, title or interest herein, not any part hereof, not any monies which are or will become due and payable hereunder without the prior written consent of MUNIPRO, Inc.

## **INDEPENDENT CONSULTANT**

9. The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that he will conduct himself consistent with such status and will not claim to be an officer or employee of MUNIPRO, Inc. by reason of this Agreement, or make any claim, demand or application to, or for any right or privilege applicable to, an employee of MUNIPRO, Inc., including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

## **CONFLICT OF INTEREST**

10. The Consultant will not accept, without prior written approval from MUNIPRO, Inc. any representation of a client regarding an interest adverse to MUNIPRO, Inc. and represents that as of the date of this Agreement does not represent any client with an interest adverse to MUNIPRO, Inc., except as identified in Exhibit A hereof.

## **REPORTS**

11. The Consultant shall submit status reports regarding services furnished and work accomplished upon request.

## **ENTIRE AGREEMENT**

12. This Agreement represents the entire Agreement and understanding between the parties hereto. It may not be amended or modified except by written instrument duly executed by each party hereto.

## **NOTICES**

13. Any and all notices or other communications required to be given under this Agreement by one party hereto to another shall, unless otherwise expressly provided herein, be in writing and delivered either in person or by first class United States mail, postage prepaid. Notice shall be deemed given upon delivery (if given in person) or upon deposit in an official receptacle of the United States Postal Service. Any and all notices to MUNIPRO, Inc. shall be sent or delivered to MUNIPRO, Inc., One Vince Tofany Blvd., Rochester, New York 14616.

## **NEW YORK LAW**

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

## NON-DESCRIMINATION

15. The Consultant agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York.

## DEBARMENT

16. The undersigned certifies, to the best of his/her knowledge and belief, that the Consultant and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this day and year first above written.

MUNIPRO, Inc.

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: 

Name: **Ricky J. Pellegrino**

8/19/2013

State of New York )  
County of Monroe ) SS:

On the 21 day of ~~September~~ <sup>August</sup> in the year 2013, before me, the undersigned, personally appeared Jeffrey L. McCann, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Patricia W. Anthony  
Notary Public

State of New York )  
County of Monroe ) SS:

On the 19 day of ~~September~~ <sup>August</sup> in the year 2013, before me, the undersigned, personally appeared Ricky J. Pellegrino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Patricia W. Anthony  
Notary Public



PATRICIA W. ANTHONY  
NOTARY PUBLIC, STATE OF NEW YORK  
Qualified in Monroe County  
My Commission Expires: 7/3/2014

## **EXHIBIT A**

### **Financial Services Scope of Work**

**Scope of Work:** It is expressly understood and agreed by the parties hereto that in order to assist Munipro, Inc. in the performance of its duties to its clients, the consultant, on behalf of Munipro, shall, for the Term hereof, provide and perform the services, tasks, duties and functions required by Munipro under the agreement and all other contracts (collectively the "Contracts") entered into by Munipro and third part vendors in connection with the requirements contemplated hereunder and including, but not limited to, the following services and functions:

- 1.1 Preparation of monthly financial statements;
- 1.2 Performance of monthly bank account reconciliations;
- 1.3 Consult and recommend to the Board adherence of compliance with federal and state regulations governing LDC operations and Generally Accepted Accounting Principles;
- 1.4 Provide financial updates to Board members on a monthly basis;
- 1.5 Update NYS Comptroller "PARIS" reporting system as required by NYS Authority Budget Office with respect to Public Authorities Law.;
- 1.6 Assist with annual independent financial audit review.
- 1.7 Advise and assist in the filing of documents as necessary to ensure compliance with the New York State Public Authorities Accountability Act and sound internal control practices.
- 1.8 Advise and assist Munipro's Contract Officer and Legal Counsel as necessary to insure compliance with adopted policies and procedures.