

## **CONSULTING AGREEMENT**

**THIS AGREEMENT**, dated the \_\_\_\_ of March, 2024, between Nan C. Stolzenburg d/b/a Community Planning & Environmental Associates, with offices located at 152 Stolzenburg Road, Berne, NY 12023, (hereinafter, the “Consultant”) and the Town of Dryden (hereinafter, the “Town”).

**WHEREAS**, the Town desires to update their zoning law to implement policies related to land use from various plans adopted in the Town, and

**WHEREAS**, the Town desires to prepare, as a first phase, an audit of existing plans and studies to identify barriers, challenges, recommended updates to better align the Town’s regulations with its established policies, and

**WHEREAS**, the Town desires to engage the services of Consultant as an Independent Contractor to assist them in conducting these planning activities related to and Audit to make recommendations for updating land use regulations, and

**WHEREAS**, the Consultant desires to provide certain professional services to the Town as more fully set forth herein.

**NOW, THEREFORE**, the Town and the Consultant agree as follows:

1. **SERVICES TO BE PROVIDED BY THE CONSULTANT:** The Consultant agrees to assist the Town with this planning effort detailed in the scope of work attached hereto and made part hereof as Exhibit “A”. This proposal outlines a scope of work and estimated fees that shall be agreed upon between the Consultant and the Town. Any agreed upon Scope of Work in the future and in addition to the proposal shall also be made part of this consulting agreement.

2. **SERVICES TO BE PROVIDED BY the Town:** The Town agrees to provide support to the Consultant to accomplish the scope of work, including; 1) maintaining records of meetings, 2) providing town or site-specific information that already exists as needed such as maps, plans, studies, regulations, or other documents, 3) providing all communication between the consultant, the Town staff and Planning Board, 4) arrange for all Planning Board and public meetings, meeting locations, and meeting notices, and 5) establish zoom, Google Meet or MS Teams links for all online meetings.

3. **CONSULTANT ROLE:** It is recognized that the Consultant will work closely with the town staff and the Planning Board. It is agreed that neither the Consultant, its agents or employees nor anyone sub-contracted by the consultant shall have the authority pursuant to this agreement to be a Town spokesperson for any aspect of work covered by this scope. However, it is agreed, that upon request of the Town, the Consultant will have the authority to comment and discuss the project with others as deemed necessary by the Town.

4. **FEES AND COSTS:** The consultant’s total fees for the project pursuant to this agreement shall not exceed \$13,375 as more fully detailed in Attachment A.

**5. BILLING AND PAYMENT:** The Town agrees to accept responsibility for payment of all invoices. Consultant will bill the Town monthly as the project progresses with payment due to the Consultant within 45 days. The monthly bill shall consist of a summary of direct labor hours by Consultant, plus a listing of reimbursable costs incurred, along with any necessary voucher as may be required by the Town. The Consultant will submit invoices to the Chief Fiscal Officer of the Town. The Town agrees to provide Consultant with any necessary paperwork required for invoicing or other municipal billing procedures.

**6. CHANGES TO THE SCOPE OF WORK, FEES AND COSTS:** It is agreed that any additional work beyond the scope of the parties' agreement, as attached herein shall not take place until such work is authorized in a fully executed amendment to this agreement between the Consultant and the Town outlining such additional work.

**7. EMPLOYMENT OF SUBCONTRACTORS:** It is agreed that the Consultant may utilize the services of other professionals to complete the project as outlined in Exhibit A. These professionals will be retained, as sub-contractors to the Consultant and the Consultant will bear all costs, fees and charges for any such work, with no increase to the price the Consultant has agreed to charge the Town, which includes such costs. The consultant agrees to provide proper receipts, vouchers, invoices, or other documentation to the Town as needed to detail these expenses.

**8. NON-DISCRIMINATION REQUIREMENTS:** In accordance with Section 220-e of the Labor Law, Sections 291-299 of the Executive Law, and the Civil Rights Law, the Consultant will comply with equal opportunity requirements and not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, disability, genetic predisposition or carrier status, or marital status. The Consultant represents that it is certified by New York State as a woman-owned business.

**9. ACCEPTANCE OF WORK PRODUCT:** For purposes of this contract, the Town shall determine acceptability of work done by the Consultant. All text, maps, presentations, and other materials provided by Consultant shall be in a digital format appropriate to the Town's future applications.

**10. INSURANCE:** The Consultant agrees to maintain a Public Liability Insurance Policy in an amount no less than \$1,000,000.00. An appropriate automobile insurance policy will be in place for all automobiles used by the consultant, consultant's employees and subcontractors traveling to and from the Town of Dryden on business relating to this contract. All employees and subcontractors will be covered by the Consultant's, or their own, Liability Insurance Policies and Worker's Compensation Insurance. Consultant can provide the Town with Certificates of Insurance as proof that such insurance coverage has been obtained, if requested.

**11. TERMINATION:** The Consultant may terminate this Agreement only for cause stemming from a material breach of the Agreement. The Town may terminate this Agreement for any or no reason. In the event that the Town terminates this agreement prior to the completion of the Consultant's work, the Consultant shall be entitled to reimbursement for all work performed and expenses incurred within the scope of this agreement, up to the date of the notice of termination, as well as any other damages to which consultant may be entitled by law. The Town shall be

entitled to all work products prepared and any written research or work product in progress provided the Town is not in material breach of this Agreement and has paid for all work performed and expenses incurred, up to the date of any notice of termination.

**12. MISCELLANEOUS:**

- a. Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by Consultant, and approved and signed by the Town.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- c. Agreement May Not be Assigned. The Consultant and the Town covenant not to assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld.
- d. Entire Agreement. This Agreement, and any attachments hereto, contain all the terms, promises, covenants, conditions and representations made or entered into by and between Consultant and the Town with regard to the transactions contemplated herein, and supersede all prior discussions and agreements, whether written or oral, between Consultant and the Town with respect thereto.
- e. Modification or Amendment. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by both Consultant and the Town with the formalities hereof.
- f. No Waiver. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving such breach and no such waiver shall in any way affect any term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

\_\_\_\_\_  
Nan C. Stolzenburg d/b/a  
Community Planning & Environmental Associates  
Dated: \_\_\_\_\_

Town of Dryden

By: \_\_\_\_\_  
Dated: \_\_\_\_\_