

## Independent Contractor Agreement

This Agreement is entered into as of January 1, 2020, between the City of Beacon, with an address of 1 Municipal Plaza, Beacon, NY, 12508, and Choice Words LLC, with an address of 27 Sunset Ridge, New Paltz, NY, 12561 ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the City of Beacon hereby engages the Contractor as an independent contractor to perform the services set forth herein. The Contractor agrees to be responsible for the payment of all employment taxes and withholdings specified by law, which may be due in regard to compensation by the City of Beacon. The Contractor shall have no claim against the City of Beacon hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

2. Duties. Choice Words LLC will provide municipal grant writing services to the City of Beacon, as well as public relations support as needed/requested by City officials. Choice Words will research, write, and submit grants on behalf of the City, seeking funding from a variety of federal, state, and private sources. Choice Words will diligently develop competitive grant proposals for selected programs as directed by Anthony Ruggiero and/or appointed designees, and file them in a timely manner. Choice Words will collaborate with City officials throughout this process, including scheduling telephone and in-person meetings as needed. Choice Words will provide detailed monthly work logs upon request.

All texts, including any drafts thereof, will be the sole property of the City of Beacon, which shall have the sole discretion to use the texts for whatever purposes it sees fit, and the Contractor hereby waives any claim, proprietary or otherwise, that it may have to the texts.

3. Term. This engagement shall commence on January 1, 2020, and shall continue in full force and effect until the contracted 12 months/480 hours are complete, unless terminated earlier in accordance with this Agreement. The Agreement may be extended thereafter by mutual agreement. Either party may terminate this agreement at any time on written notice for cause and on one month's (30 days) written notice without cause.

4. Compensation. As compensation for the services rendered pursuant to this Agreement, the City of Beacon shall pay the Contractor at the hourly rate of \$85 per hour, with the total number of hours projected to be approximately 40 hours per month for 12 months. Prior to commencing work, the City of Beacon shall pay the Contractor a retainer payment equal to the first month of the expected number of hours to be performed under this contract (\$3,400). Choice Words will then invoice the

City of Beacon monthly for the hours to be worked each month until the contractual period has ended. If in performing its duties for the City of Beacon Choice Words exceeds 480 hours overall, Choice Words will bill the City of Beacon for the incremental increase in hours. Choice Words will not increase the hours beyond the scope of this agreement without first receiving written authorization from Anthony Ruggiero and/or appointed designees.

5. Expenses. During the term of this Agreement, the Contractor shall bill and the City of Beacon shall reimburse the Contractor and designated associates for all reasonable and pre-approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.

6. Confidentiality. The Contractor acknowledges that during the engagement it and its associates will have access to and become acquainted with information, records and specifications owned or licensed by the City of Beacon and/or used by the City of Beacon in connection with the operation of its business, including, without limitation, the City of Beacon's business, accounts and procedures. The Contractor agrees that it and its associates will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the City of Beacon.

7. Conflicts of Interest. The Contractor represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

The City of Beacon

By : \_\_\_\_\_  
Anthony Ruggiero  
Administrator

Choice Words LLC

By : \_\_\_\_\_  
Steve Densmore  
President