

**Millennium Strategies LLC  
25 Smith Street, Suite 401,  
Nanuet, NY 10954**

This Agreement is made and entered into on this 19th day of May, 2022 between *MILLENNIUM STRATEGIES LLC* (herein referred to as "Consultant") located at 25 Smith Street, Suite 401, Nanuet, NY, 10954 and *CITY OF LONG BEACH* (herein referred to as "City") located at 1 West Chester Street, Long Beach, NY, 11561.

**WHEREAS**, this agreement between the City and Consultant in subject to all terms and obligations set forth in the associated Request for Proposals ("RFP"), which is incorporated herein by reference and made a part hereof. In the event any of the terms, conditions, and/or obligations set forth in the RFP, Consultant's Response to the RFP, and/or this Agreement conflict, the RFP shall control. Accordingly, the City and Consultant agree as follows.

**RECITALS AND WHEREAS CLAUSES**

The foregoing preamble, whereas clause(s), and recitals set forth above, as well as the documents referenced therein, if any, are hereby incorporated into and made a part of this agreement.

**AUTHORITY**

City Council Resolution No.36/22 duly adopted on April 5, 2022.

**SCOPE OF SERVICES**

Consultant will provide Grant Consulting Services on behalf of City. Specific services to be provided are outlined and described below.

*Create a Strategic Plan* – Consultant will create a Strategic Plan for grant research and funding to be pursued in keeping with City's budget, capital plan and other identified objectives. This process will include coordination of necessary meetings with administrators, department heads, supervisors and key personnel to determine future funding goals and how best to achieve them.

*Research Available Opportunities / Frequent Notification* – Consultant will research all available governmental and non-governmental grant opportunities that support City's priorities on an ongoing basis for the duration of the contract period. Detailed grant summaries and application breakdowns will be provided to key personnel as City selects grants that are consistent with the Strategic Plan.

*Complete Grant Writing* – Consultant will complete all grant applications, both presented by Consultant and identified by City, in accordance with funding guidelines established by funding agencies, on a continuing basis for the duration of the contract period. This includes all necessary follow up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of City as well as advising of technical requirements and criteria associated with grants.

*Monthly Reporting* – Consultant will submit a monthly report detailing all activities undertaken by Consultant on behalf of City as well as a monthly invoice of services rendered. The monthly report will include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, as well as grants denied providing City with an assessment of Consultant's efforts on a regular basis.

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**TERM**

This Agreement shall be for a period of twelve months commencing on June 1, 2022 and ending on May 31, 2023. This agreement has two additional one (1) year renewal options, which may be exercised upon written mutual consent of the parties. Consultant's intent to renew must be conveyed at least sixty (60) days prior to the expiration of the then current term. Either party may terminate this agreement with or without cause upon a 30-day written notice via certified mail.

**COMPENSATION**

Consultant shall render Scope of Services on behalf of City for a flat monthly retainer fee of \$3,000.00, payable in twelve equal monthly installments, for an amount not to exceed \$36,000.00 per annum. Consultant's fee is not contingent upon the successful award of grant funding. There are no hidden costs associated with this fee structure which includes all travel time and expenses.

**INDEPENDENT CONTRACTOR.**

It is understood and acknowledged that the Services which Consultant will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee or agent of the City. Consultant shall control the conditions, time, details, and means by which Consultant performs the Services. The City shall have the right to inspect the work of Consultant as it progresses solely for the purpose of determining whether the work is completed according to the applicable Statement of Work. Consultant has no authority to commit, act for or on behalf of the City, or to bind the City to any obligation or liability. Consultant shall not be eligible for and shall not receive any employee benefits from City and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Consultant hereunder.

**CONFIDENTIALITY**

All non-public, confidential, or proprietary information of the City ("**Confidential Information**"), including, but not limited to, any trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, City lists, pricing, discounts, or rebates, disclosed by City to Consultant, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Consultant's use in performing this Agreement and may not be disclosed or copied unless authorized by City in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Consultant's breach of this Agreement; (b) is obtained by Consultant on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Consultant establishes by documentary evidence, was in Consultant's possession prior to City's disclosure hereunder.

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Consultant shall maintain the Confidential Information with the same degree of care Consultant uses to maintain its own Confidential Information, and, in all events, Consultant shall maintain the Confidential Information with no less than commercially reasonable care. Upon City's request, Consultant shall promptly return all documents and other materials received from City. City shall be entitled to injunctive relief for any violation of this Section. The Consultant is responsible for ensuring that appropriate security measures, features, mechanisms, and assurances are in place to safeguard all of the City's information assets.

**ASSIGNABILITY**

This Agreement is not assignable without the prior written consent of both City and Consultant.

**BINDING**

This Agreement shall be binding upon each party's successors or assignees.

**LAW**

The terms of this Agreement shall be governed by the laws of the State of New York.

**DISPUTES**

The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Supreme Court, State of New York, County of Nassau. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of the State of New York, in such dispute or proceeding.

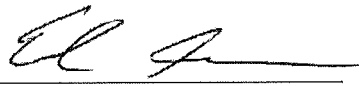
**AGREED TO AND ACCEPTED BY:**

**DATE:**

**MILLENNIUM STRATEGIES, LLC**

\_\_\_\_\_  
May 19, 2022

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

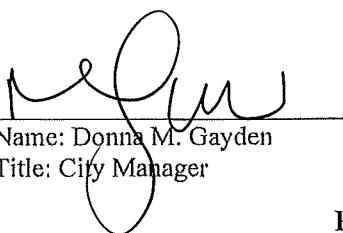
  
Name: Edward Farmer  
Title: President and CEO

**DATE:**

**CITY OF LONG BEACH**

\_\_\_\_\_  
May 19, 2022

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

  
Name: Donna M. Gayden  
Title: City Manager