



121 STATE STREET
ALBANY, NEW YORK 12207-1693
TEL: 518-436-0751
FAX: 518-436-4751

October 20, 2022

Cali Brooks, President & CEO
Adirondack Foundation
PO Box 288
Lake Placid, NY 12946

Re: Lobbying Retainer Agreement

Dear Ms. Brooks:

Thank you for retaining Hinman Straub Advisors, LLC ("Hinman Straub") with regard to the provision of government relations representation in New York State. This Retainer Agreement ("Agreement") shall confirm the terms, conditions, and scope of such representation. Upon execution, this Agreement shall be filed with the New York State Commission on Ethics and Lobbying in Government ("CELG") and shall be governed by the laws of the State of New York, including but not limited to Article 1-A of the Legislative Law (i.e., "the Lobby Act").

I. Scope of Representation

Hinman Straub will provide legislative and regulatory representation on behalf of Adirondack Foundation. The scope of such services shall include:

- i. Advocacy on behalf of Adirondack Foundation on identified issues before the legislative and executive branches of New York State government;
- ii. Identification and analysis of legislation of interest to Adirondack Foundation;
- iii. Monitoring introduction and progression of legislation of interest;
- iv. Assistance with coalition building to support Adirondack Foundation's advocacy;
- v. Research and preparation of memoranda on relevant legislative and regulatory issues; and
- vi. Provision of other governmental and regulatory services as agreed upon by both parties.

II. Period of Representation

The period of such representation shall begin on January 1, 2023 and shall expire December 31, 2024.

Either party to this Agreement may, with or without cause, terminate this Agreement prior to the stated expiration date by providing the non-terminating party thirty (30) days advance written notice. Any amounts owed prior to the effective date of termination, including all disbursements and miscellaneous expenses incurred prior to the termination's effective date, as well as a pro-rated portion of the monthly fee for the final month in which services are rendered, shall be due and payable within thirty (30) days after the effective date of termination.

III. Compensation

The fee for services rendered shall be \$4,800 for each month in which services are provided.

In addition, disbursements, and miscellaneous expenses, such as long-distance telephone calls, printing, postage, copying, and travel expenses shall be billed separately on a monthly basis.

Invoices shall be sent to your attention at the above address unless you instruct us otherwise. Payment is due within thirty (30) days of receipt of an invoice. Past due payments may be subject to 1% interest per month.

IV. Compliance

In providing the services covered by this Agreement, both parties are required to comply with all applicable laws, regulations, and rules of New York State, including the Lobby Act and the regulations administered and enforced by CELG.

Throughout the period of representation under this Agreement, Hinman Straub shall regularly file with CELG certain reports and disclosures pertaining to its lobbying activities on behalf of Adirondack Foundation, as required by law. Certain aspects of Hinman Straub's compliance with filing requirements are reliant upon information provided by Adirondack Foundation; accordingly, Adirondack Foundation shall provide Hinman Straub with information when requested and shall comply with all applicable requirements as directed by Hinman Straub. At all times during which Hinman Straub represents Adirondack Foundation, it is critical that you keep us informed of any changes in your lobbying activities and/or registered information in order to ensure filings and disclosures are made in accordance with law. Hinman Straub is committed to ensuring all lobbying activities performed on behalf of Adirondack Foundation under this Agreement are in full compliance with New York State law.

Unless expressly agreed upon (in writing as incorporated into this Agreement), in the event Adirondack Foundation chooses to engage in independent lobbying activities and/or chooses to retain additional government relations representation, Hinman Straub shall not be responsible for CELG compliance with regard to such independent activities or the activities of any other firm. In the event that we submit filings on your behalf, it is Adirondack Foundation's obligation to keep us informed of any relevant changes. Similarly, if Adirondack Foundation retains additional representation aside from Hinman Straub, we respectfully request that you notify Hinman Straub to ensure our compliance efforts are accurate and comprehensive.

V. Entire Agreement

This Agreement constitutes the entire agreement between Hinman Straub and Adirondack Foundation and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

If the terms of this Agreement are acceptable, please sign where indicated below and return a copy to me electronically at hevans@hinmanstraub.com. Representation shall not begin until this Agreement is executed and filed with CELG.

Thank you again for considering Hinman Straub. We appreciate your trust and confidence and look forward to working together.

Should you have any questions, feel free to contact me.

Sincerely,



HINMAN STRAUB ADVISORS, LLC
Heather G. Evans

READ AND AGREED TO BY:

NAME: Carl Brooks

TITLE: President + CEO

ORGANIZATION: Adirondack Foundation

DATE: 10/28/22