

AGREEMENT

THIS AGREEMENT is entered into on 8/25/14, 2014, by and between the New York State Legislative Bill Drafting Commission (hereinafter "LBDC"), a legislative state government entity of the State of New York, with its principal office at The Capitol, Room 308, Albany, New York 12224, and Toski & Co., CPAs, P. C. (hereinafter "Toski"), a corporation incorporated pursuant to the laws of the State of New York, with its principal place of business at 300 Essjay Road, Suite 115, Williamsville, New York 14221.

WHEREAS, on June 13, 2014, LBDC issued a Request for Proposal ("RFP") seeking responses for the performance of an audit of LBDC's internal controls as required by the New York State Governmental Accountability, Audit and Internal Control Act of 1999; and

WHEREAS, pursuant to such RFP, certified public accountant firms submitted response thereto on July 31, 2014. After considered evaluation pursuant to RFP, LBDC has determined the proposal of Toski is most acceptable; and

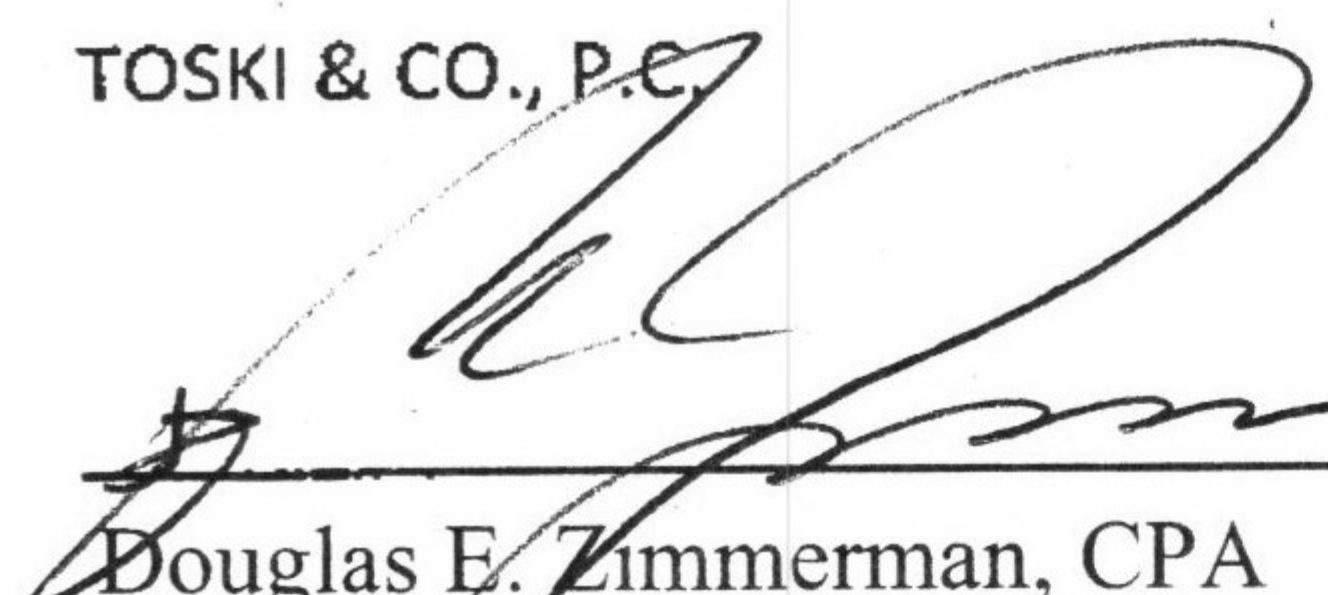
WHEREAS, pursuant to the terms of the RFP and the proposal submitted by Toski, LBDC has determined to award this contract for such audit to Toski.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the RFP and the proposal submitted by Toski, the parties hereto agree as follows:

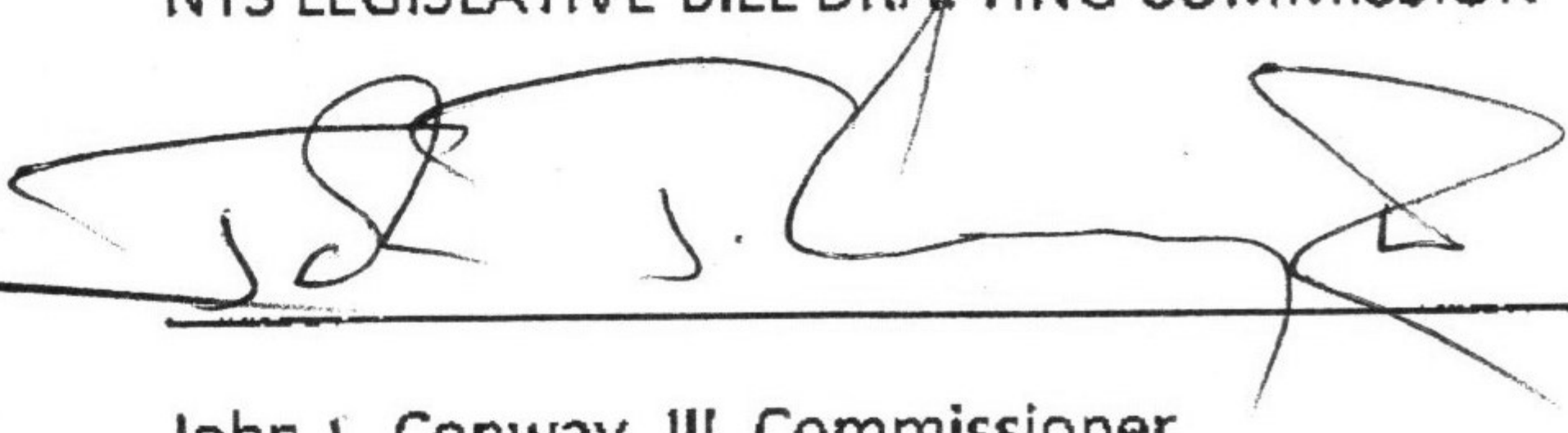
1. Toski agrees to perform the professional auditing services relating to LBDC's internal controls as set forth in the RFP.
2. Both LBDC and Toski agree that their rights, duties, obligations, benefits and privileges under this agreement shall be set forth with specificity in the RFP and the Technical Proposal and the Sealed Dollar Cost Bid (inclusive of all Bid Forms). For purposes of this agreement, and in accordance with the provisions of the RFP setting forth the contracted requirements, the RFP and the Technical Proposal and the Sealed Dollar Cost Bid (inclusive of all Bid Forms) shall serve as the basis for, and are incorporated in their entirety into this agreement as if fully set forth herein. The RFP, Technical Proposal and the Sealed Dollar Cost Bid (inclusive of all Bid Forms) are attached hereto and made part hereof.

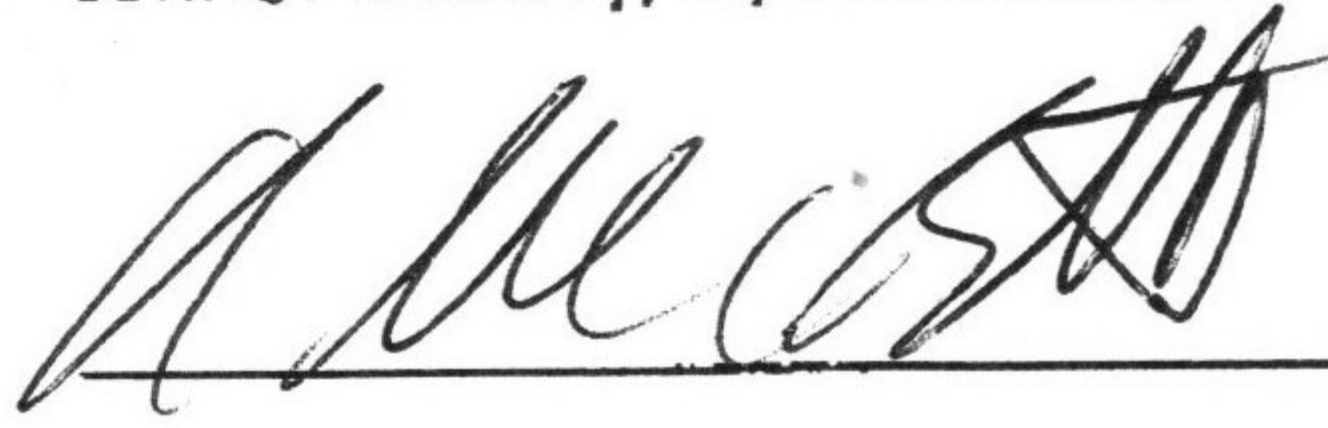
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOSKI & CO., P.C.


Douglas E. Zimmerman, CPA
Managing Director

NYS LEGISLATIVE BILL DRAFTING COMMISSION


John J. Conway, III, Commissioner


Randall G. Bluth, Commissioner

ACKNOWLEDGEMENT

State of New York

County of Erie)ss:

On this 20th day of August, 2014 before me personally came
Douglas E. Zimmerman, CPA to me known, who being by me duly sworn, did
depose and say that he/she resides at 33 Running Brook Drive, Lancaster, NY 14086;
that he/she is a Managing Director of Toski & Co., CPAs, P.C., the corporation
described in and which executed the foregoing Agreement; that the seal affixed to said
Agreement was its seal; that it was so affixed by order and authority of the governing board
thereof; and that he/she signed his/her name thereto by said order and under said authority.

Deborah A. Schall

Notary Public

DEBORAH A. SCHALL
Notary Public, State of New York
Qualified in Erie County
My Commission Expires November 7, 2014

independent auditors conducting audits of the LBDC's records and with any subsequent auditors for the examination of the LBDC's financial statements upon the specific written request of the LBDC for a period of six years after final payment under the contract. The LBDC reserves the right to extend this retention period beyond six years by so notifying the Contracting Auditor in writing.

- 6.4.3** The Contracting Auditor agrees to make personnel available to furnish adequate explanation of all data, materials, and working papers developed during the projects at any reasonable time during the period of six years following the date of the final report delivered to the LBDC. Reasonable time is defined to be during normal New York State business hours and should not exceed 40 hours. Any additional agreed upon time as authorized by the LBDC shall be billed by the Contracting Auditor using the rates set forth in Bid Form 1.

6.5 Reports and Findings

Any and all reports and findings rendered to the LBDC by Contracting Auditor shall be the exclusive property of the LBDC and subject to its exclusive use and control. The Contracting Auditor herewith waives any and all rights to such reports and findings and the control thereof.

The Contracting Auditor shall take all appropriate action to protect the confidentiality of all information supplied to it or developed by it during the course of its performance of the terms of the contract.

6.6 Bond Requirement

The LBDC may require a Performance Bond, in such amount as the LBDC shall prescribe, for the faithful performance of contract, from the Contracting Auditor or approved subcontractor.

6.7 Contract Term and Renewal

The initial term of the contract awarded pursuant to the evaluation of responses to this RFP shall be for an initial period of three (3) years. The contract may be renewed for one, three (3) year period at the sole option of the LBDC for the purpose of conducting a second audit. The option to renew the contract shall be exercised by written notice from the LBDC to the Contractor no later than thirty (30) days prior to the expiration of the initial term of the agreement.

6.8 Termination

The LBDC reserves the right to cancel the complete contract or any part thereof, at any time, by giving the vendor thirty (30) days written notification.

The NYS LBDC reserves the right to terminate this contract if it found that the certification provided by the offeror/bidder in accordance with NYS Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the NYS LBDC may exercise its termination right by providing written notification to the contractor.

The performance of work under this contract may be terminated, in whole or from time to