

Contract for Grant Writing Services

Rotella Grant Management
19 Jordy Court
Hamburg, NY 14075

Town of West Seneca
1250 Union Rd.
West Seneca, NY 14224



This Contract for Grant Writing Services (the "Contract") is entered into between Rotella Grant Management (RGM), hereinafter referred to as the "Grant Writer," and the Town of West Seneca, hereinafter referred to as the "Client," for the provision of grant writing services on a monthly retainer basis, as per the terms and conditions stated herein.

"Grant Writer," will provide the following:

Scope of Services

The Grant Writer agrees to provide grant writing services to the Client, including but not limited to:

- Identifying potential grant opportunities.
- Preparing and writing grant proposals.
- Reviewing and editing existing grant proposals.
- Researching and collecting relevant data and information for grant applications.
- Providing advice, consulting and guidance on grant-related matters and grant project ideas.

Monthly Retainer:

The Client agrees to pay the Grant Writer a monthly retainer of \$2,500, payable each month, starting from the commencement date of this Contract.

Term:

The initial term of this Contract shall be for 12 months, terminating on December 31, 2024. After the initial term, this Contract shall automatically renew for successive 12 months unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

Confidentiality:

The Grant Writer shall treat all information provided by the Client as confidential and shall not disclose, share, or use such information for any purpose other than to fulfill the obligations under this Contract. This obligation shall survive the termination of this Contract.

Ownership of Work:

Any grant proposals, documents, or materials prepared by the Grant Writer during the term of this Contract shall become the property of the Client, and the Client shall have full ownership and usage rights.

Non-Exclusive Engagement:

This Contract is non-exclusive, meaning that the Grant Writer may provide grant writing services to other clients during the term of this Contract.

Independent Contractor:

The Grant Writer shall be considered an independent contractor and not an employee or agent of the Client. As such, the Grant Writer shall be responsible for their taxes, insurance, and other obligations related to being an independent contractor.

Meeting Attendance and Reporting:

The Grant Writer shall not be required to attend municipal board meetings, public meetings or provide continuous reporting unless specifically requested to do so in writing by the Client. If the Client requests the Grant Writer's attendance at a meeting or requires specific reporting, both parties shall agree upon the terms and compensation for such additional services in writing. The Grant Writer shall not be responsible for providing continuous reports on open grant opportunities. The Grant Writer will endeavor to identify and present suitable grant opportunities based on project plans and ideas that the Client has relayed to the Grant Writer. The Grant Writer's role is focused on the consulting, preparation and submission of grant proposals based on priority projects the Client has relayed to the Grant Writer.

Termination:

Either party may terminate this Contract by providing written notice to the other party. In the event of termination, the Client shall pay the Grant Writer for all services rendered up to the effective date of termination.

Governing Law and Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising under or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts in State of New York.

Entire Agreement:

This Contract constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, whether oral or written.

“Client” will be responsible for the following:

The registration process for any online grant portals, and providing those credentials to the Grant Writer for temporary use to access the grant portals for the purpose of preparing and submitting grant applications.

All grant application feedback provided to the Grant Writer must be communicated via e-mail along with an e-mail acknowledging acceptance and final approval for the official submission of every grant application.

Supplying any necessary photos, resolutions, or letters of support for projects to be included in the grant proposals.

Post-award grant contract terms and compliance encompasses various responsibilities and obligations that the Client must fulfill to meet the requirements of the grant award. These responsibilities include, but are not limited to:

Providing and Monitoring Financial Information:

The Client shall be responsible for providing accurate and up-to-date financial information to the granting agency as required by the terms of the grant. This may include budget reports, financial statements, audits, expenditure documentation, and other relevant financial data.

Project Monitoring:

The Client shall actively monitor the progress of the funded project, ensuring that it adheres to the specified timelines, objectives, and deliverables outlined in the grant agreement. Regular updates and progress reports may be necessary to keep the granting agency informed.

Project Bidding and Vendor Selection:

The Client shall conduct a fair and transparent bidding process for any grant project-related projects. This involves selecting vendors and contractors based on fair evaluation criteria to ensure compliance with grant regulations, with adherence to all applicable granting agency and local procurement policies.

State Goals and Transparency:

The Client shall align the project activities with the designated goals, objectives, or initiatives relevant to the grant. Additionally, the Client should maintain transparency throughout the project implementation, disclosing relevant information to the Grant Writer and the granting agency as needed.

The Grant Writer shall not be responsible for post-award grant contract terms and compliance, project monitoring, or any other obligations related to the grant award. The Grant Writer's role is limited to providing grant writing services, grant reporting, grant consulting and relaying information from the Client to the agency upon request.

This agreement has been approved by:

Gary Dickson
Supervisor
Town of West Seneca

Date



Bernie Rotella Date: December 9, 2024
Grant Coordinator
Rotella Grant Management