

CONNIE D. MINER & CO. GRANT CONSULTANTS

267 Troy-Del-Way

Williamsville, New York 14221

(716) 632-2397

THIS AGREEMENT, made this ____ day of January, 2020 by and between **Connie D. Miner & Co. Grant Consultants** having its principal place of business at 267 Troy-Del-Way Williamsville, New York 14221, hereinafter referred to as "**THE CONSULTANT**" and the **TOWN OF WEST SENECA** having its principal place of business at West Seneca Town Hall, 1250 Union Road, West Seneca, New York 14224, hereinafter referred to as "**THE ORGANIZATION**".

WITNESSETH:

WHEREAS, **THE CONSULTANT** is engaged in the business of grant consultation; and

WHEREAS, **THE ORGANIZATION** is desirous of retaining the professional services of **THE CONSULTANT**;

NOW, in consideration of the mutual promises and covenants contained herein, it is agreed between the parties hereto as follows:

1. **TERM & CONDITIONS:** **THE ORGANIZATION** retains the professional services of **THE CONSULTANT** for a period of one (1) year commencing January 1, 2020 and ending December 31, 2020.

THE CONSULTANT agrees to prepare and submit a maximum of fourteen (14) grant applications to granting organizations within the one-year contract term. Such grant applications shall meet the submission requirements of the funding/granting organizations, and will contain, when required by the funding/granting organizations, narratives and graphics and all other support documents required by the granting organization.

2. FEES: THE ORGANIZATION agrees to pay THE CONSULTANT the total sum of \$30,000, payable in equal monthly installments of \$2,500. Payment is due upon receipt of invoice at the beginning of each month. Should THE ORGANIZATION desire THE CONSULTANT to prepare more than fourteen (14) grant applications during the contract year, fees for additional grant development and grant writing services will be billed at a rate of \$75 per hour, upon prior approval by the West Seneca Town Board. Grant administration services are included with the annual contract rate at no additional charge to the Town.

3. EXPENSES: THE CONSULTANT fees shall include costs incurred on behalf of THE ORGANIZATION for duplicating and binding; mailing, including overnight mail and registered mail; long distance telephone charges; and travel within the Western New York area. Should THE ORGANIZATION requests the presence of THE CONSULTANT at an out of town meeting, travel is billable at the IRS rate or coach class air fare (which ever is less). Out of town travel would be outside of the Western New York Area, or 200 miles round trip from the office of CONNIE MINER [267 Troy-Del-Way Williamsville, New York], situated at the addresses here and above set forth.

4. ORGANIZATION RESPONSIBILITIES: THE ORGANIZATION shall give due consideration to all reports, proposals, and other information provided by THE CONSULTANT and shall make any decisions which it is required to make in connection therewith within a reasonable time so as not to delay the work of THE CONSULTANT.

THE ORGANIZATION shall, at the request of THE CONSULTANT, provide THE CONSULTANT with information and documents related thereto that are within the knowledge or possession of THE ORGANIZATION within a reasonable time so as not to delay the work of THE CONSULTANT except insofar as THE CONSULTANT is expressly required to furnish the same under the terms hereof.

5. In consideration of the sums to be paid by THE ORGANIZATION, THE CONSULTANT agrees to:

- (a) Conduct a needs assessment of THE ORGANIZATION, in order, to identify potentially fundable programs;
- (b) Conduct an on-going review of available funding sources that allows THE ORGANIZATION immediate knowledge of multiple funding sources;
- (c) Prepare organizational background statements, and formal letters of intent to submit to granting agencies;
- (d) Develop COMPLETE proposals into written form consistent with grant guidelines;
- (e) Follow up on all grant applications that have been submitted on behalf of THE ORGANIZATION;
- (f) Attend meetings with THE ORGANIZATION, ORGANIZATION staff, ORGANIZATION board members, government officials;
- (g) Prepare and complete forms, progress and financial reports, and vouchers according to award guidelines to comply with grant administration requirements; and;
- (h) Prepare periodic status reports that keep THE ORGANIZATION informed as to the progress of their grant activities.

All work will be completed at THE CONSULTANT'S office, except for meetings and as otherwise arranged by THE ORGANIZATION and THE CONSULTANT. In the performance of services, the hours that THE CONSULTANT is to work on any given day will be within THE CONSULTANT'S control.

6. INDEMNIFICATION: THE CONSULTANT hereby agrees to indemnify, defend, and save THE ORGANIZATION harmless against any and all liability, loss, damage, detriment, suit, claims, demands, costs, charge, attorney's fees and expenses of whatever kind or nature, which THE ORGANIZATION may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or

expense is incurred directly or indirectly by THE ORGANIZATION, or its employees, agents, or contractors as a result of the negligent act or omission, breach, or fault of THE CONSULTANT, its employees, agents, or subcontractors. If a claim or action is made or brought against THE ORGANIZATION for which THE CONSULTANT may be responsible hereunder in whole or in part, then THE CONSULTANT shall be notified and shall be required to pay for the handling of the claim for which it is responsible as a result of this provision. THE CONSULTANT'S liability under this agreement shall be limited to and shall not exceed the amount of fees paid hereunder.

THE ORGANIZATION hereby agrees to indemnify, defend, and save THE CONSULTANT harmless against any and all liability, loss, damage, detriment, suit, claims, demands, costs, charge, attorney's fees and expenses of whatever kind or nature, which THE CONSULTANT may directly or indirectly incur, suffer, or be required to pay by reason or in consequence of the carrying out of any of the provisions or requirements of this Agreement, where such loss or expense is incurred directly or indirectly by THE CONSULTANT, or its employees, agents, or contractors as a result of the negligent act or omission, breach, or fault of THE ORGANIZATION, its employees, agents, or subcontractors.

If a claim or action is made or brought against THE CONSULTANT for which THE ORGANIZATION may be responsible hereunder in whole or in part, then THE ORGANIZATION shall be notified and shall be required to pay for the handling of the claim for which it is responsible as a result of this provision.

Date: 12/26/19 BY *Connie D. Miner*
CONNIE D. MINER, PRESIDENT
CONNIE D. MINER & CO.
GRANT CONSULTANTS

Date: _____ BY _____
GARY DICKSON
TOWN OF WEST SENECA SUPERVISOR