

## INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of January, 2019, effective the 1<sup>st</sup> day of January, 2019 by and between the City of Niagara Falls, New York, a municipal corporation, having offices at 745 Main Street, Niagara Falls, NY 14302 (the "CITY") and Sherry L. Shepherd-Corulli, 8130 W. Rivershore Drive, Niagara Falls, New York 14304 ("CORULLI").

### WITNESSETH:

**WHEREAS**, The CITY has the need for the services of an experienced grant writer on an "as needed" basis; and

**WHEREAS**, CORULLI has grant writing experience which includes not only the ability to prepare grant applications, coordinate tasks to be performed by successful bidders/contractors and is familiar with all aspects of grant administration and performance but also CORULLI's familiarity with current municipal projects and established relationships with outside funding partners; and

**WHEREAS**, CORULLI's services are immediately available; and

**WHEREAS**, it is in the best interest of the City to enter into an agreement with CORULLI at this time rather than further consider unsolicited proposals or circulate a request for proposals and await responses.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the CITY and CORULLI agree as follows:

1. The CITY agrees to retain and CORULLI agrees to be retained by the CITY on a non-exclusive basis for the purpose of performing grant research, development, writing and administration during the calendar year 2019. Attached hereto is a proposal for

professional services (the "Proposal") submitted by CORULLI which details the services to be performed by her.

2. CORULLI is retained for the calendar year 2019, commencing on January 1, 2019 and ending on December 31, 2019.
3. This Consulting Services Agreement (the "Agreement") may be terminated by either the CITY or CORULLI at any time, with or without cause, on 30 days written notice to the other. Upon such termination, neither party shall have any further rights against the other under this Agreement.
4. CORULLI agrees that she will accept work assignments pursuant to her Proposal from the designee(s) of the Mayor of the City of Niagara Falls, New York and will report to that designee(s). In connection herewith, it is agreed that CORULLI's work assignments will be consistent with the following parameters:
  - Grant Writing: up to five grants per year
  - Grant Administration: up to twenty-five grants per year
  - Grant Research: up to ten grants per year
5. It is expressly agreed between the CITY and CORULLI that CORULLI is an independent contractor and is not, under any circumstances, an employee of the CITY.
6. CORULLI shall indemnify, defend and save harmless the CITY from and against any and all claims, suits, lawsuits, causes, charges, expenses and reasonable attorneys fees which the CITY directly or indirectly incur, suffers or become liable for by reason of negligence or careless acts or omissions on the part of CORULLI or her agents.

7. In consideration for CORULLI performing satisfactory services to the CITY as described in the attached Proposal, the CITY agrees to compensate CORULLI at the agreed upon hourly rate of \$35.00. Invoices will be rendered by CORULLI on or about the first day of the month after the month when services have been performed which specify the days services were performed, the number of hours spent per day performing services for the CITY and each task performed.
8. The CITY and CORULLI agree that her total billing to the City for 2019 pursuant to this Agreement will not exceed \$40,000.00.
9. CORULLI agrees that she is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this agreement to any other person or corporation without the previous consent, in writing, of the CITY.
10. CORULLI agrees that she will comply with all Federal, State and Local laws, rules and regulations applicable to obligations, conduct and activities under this Agreement.

**IN WITNESS WHEREOF**, the parties duly executed this Agreement on the day and date first written above.

CITY OF NIAGARA FALLS, NEW YORK

INDEPENDENT CONTRACTOR

BY: \_\_\_\_\_  
PAUL A. DYSTER, Mayor

BY: \_\_\_\_\_  
SHERRY SHEPHERD-CORULLI

ATTEST: \_\_\_\_\_  
CITY CLERK



Sherry L. Shepherd-Corulli  
Grant Specialist

8130 W. Rivershore Drive  
Niagara Falls, NY 14304  
Phone 716-807-4604  
Fax 716-283-8946  
sscorulli@gmail.com

November 16, 2018

Mr. Thomas J. DeSantis  
Acting Director  
Planning, Environmental Services and Economic Development  
745 Main Street  
P.O. Box 69  
Niagara Falls, NY 14302-0069

Dear Mr. DeSantis:

As you are aware, our consulting agreement expires on Dec. 31, 2018. Once again, it has been a busy and productive year. Research was conducted on approximately fifteen new grant opportunities and ten grant applications were submitted resulting in awards totaling \$4,522,940. Decisions are still pending for additional applications requesting almost \$17.5 million.

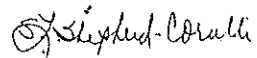
In addition to the submission of new applications over the past year, fifteen existing projects totaling over \$9.6 million were administered this year, including the Highland Business Park and the City Lofts project. (See attached.)

Several new projects have been identified for submission to funding sources. In order to ensure that these projects are submitted to all potential funding agencies and that the newly funded projects are properly administered, it is vital to maintain continuity in grants services. For this reason, I am proposing that our existing contract (\$40,000 per year billed at an hourly rate of \$35.00 per hour) be renewed for another year.

Thomas J. DeSantis  
November 16, 2018  
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As always, it has been my pleasure and privilege to work with you and the City of Niagara Falls and I look forward to continuing that relationship in the upcoming year. Please let me know if you require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Sherry L. Shepherd-Corulli".

Sherry L. Shepherd-Corulli  
Grant Specialist

cc: Mayor Paul A. Dyster

## 2018 GRANTS ADMINISTERED/SUBMITTED

YEAR	PROJECT	AGENCY	PROJECT TOTAL	REQUESTED AMOUNT	AMOUNT GRANTED	CITY MATCH	OTHER MATCH	SOURCE OF MATCH	STATUS
2012	Hyde Park Stone Building-Part B	Grisanti	125,000	125,000	125,000				In close-out
2012	Hyde Park Stone Building-Part C	NYSOPRHP-EPF	125,000	125,000	125,000				In close-out
2014	Stone Chimney	Greenway	200,000	200,000	200,000				In progress
2015	Griffon Park Comfort Station	Greenway	450,000	450,000	450,000				In progress
2015	Customhouse Plaza-Part A	CFA	268,967	201,725	201,725		67,242	Greenway	In progress
2015	Customhouse Plaza-Part B	Greenway	See above	131,000	131,000				In progress
2015	LaSalle Greenway Trail-Part A	CFA	820,000	410,000	410,000		410,000	Greenway	In progress
2015	LaSalle Greenway Trail-Part B	Greenway	See above	410,000	410,000				In progress
2015	Highland Business Park-Part A	CFA	1,500,000	500,000	500,000		700,000	Developer	In close-out
2015	Highland Business Park-Part B	Nat Grid	See above	300,000	300,000		See above	Developer	In close-out
2015	Micro Enterprise Assistance	CFA	100,000	100,000	100,000		100,000	Private	In close-out
2016	72nd. St. Water Main Replacement [2-8]	EFC	676,400	676,400	405,840				In close-out
2016	Centennial Circle	Greenway		485,000	485,000				Closed
2016	7th & Niagara Street Renovation	CFA/ESD	5,000,000	1,000,000	750,000		4,000,000		In progress
2017	Discover Niagara Trolley	DOT	1,238,690	674,497	135,600		538,897	NF-NHA	Awarded
2010/ 2015	City Lofts-Admin	ESD	24,400,000	5,000,000	5,000,000		19,400,000	Developer	Closed
2018	D'Amello Park-Niagara County	Greenway	?	25,000	25,000	0	0	0	Awarded
2018	Gill Creek Corridor Tree Planting	Greenway	100,000	100,000	100,000	0	0	Greenway	Awarded
2018	Ash Tree Removal & Replacement	DEC-Urban Forestry	62,500	50,000			12,500	Greenway	Submitted/pending
2018	South End DRI	ESD	10,000,000	10,000,000		0			Submitted/pending
2018	CNF-LWRP	CFA/EPF	580,000	493,000			87,000	Greenway	Submitted/pending
2018	Beech Ave. Park (4)	CFA/EPF	800,000	500,000		300,000		Casino Rev.	Submitted/pending
2018	Hyde Park Lake Restoration	CFA/EPF	1,400,016	1,050,016			350,000	Greenway	Submitted/pending
2018	South-End DRI Stabilization Project: St. Mary's Block Streetscape Improvements	CFA/ESD	28,533,754	3,131,754			22,827,003	Developer	Submitted/pending
2018	LaSalle Recreationway Trail/Greenway Connecting Trails Project	NYS-DOT: TAP/CMAQ	\$4,955,629	2,147,940	2,147,940		980,940	Wilson Foundation/Greenway	Awarded
2018	Ash Tree Removal & Replacement	Greenway/Ecol.	175,000	175,000		0	0	Greenway	Submitted/pending
2018	Buffalo Ave Streetscape	DASNY	250,000	250,000	250,000	0	0		Awarded