

	Contract No.:	
Agreement:	Grant Writer Shared Services Agreement	
Vendor:	City of Jamestown and Jamestown Community College	
Contract Type:	Agreement	
Department:	Mayor's Office	
Contract Date:	February 7, 2022	

Enclosed please find the described contract/agreement signed by the Mayor. Copies will be distributed to the departments listed below. For questions, please contact the originating department.

Department(s) to Receive Copies:	
☐ Assessor's Office	☐ Fire Department
☒ Clerk's Office	☐ Information and Technology
☒ Comptroller	☐ Mayor
☒ Corporation Counsel	☐ Police Department
☐ Department of Development	☐ Parks
☐ Department of Public Works	☐ OTHER:
☐ OTHER:	

- ☒ Corporation Counsel Approval Attached
- ☒ Approval Resolution Attached

**AGREEMENT
FOR SHARED SERVICES
BY AND BETWEEN
THE CITY OF JAMESTOWN
AND
JAMESTOWN COMMUNITY COLLEGE**

WHEREAS, the CITY OF JAMESTOWN (hereinafter referred to as the "City") is a City chartered under the State of New York, located in Chautauqua County and governed by the Second-Class Cities Law; and,

WHEREAS, JAMESTOWN COMMUNITY COLLEGE (hereinafter referred to as "JCC") is an institute of higher education operating as member school and under the auspices of the State University of New York System (hereinafter referred to as "SUNY") with locations in Chautauqua and Cattaraugus Counties; and,

WHEREAS, JCC and the City (together the "Parties") operate as two separate entities with their own governing structures, executives, and Council/Board of Trustees respectively; and,

WHEREAS, both Parties operate as Public Employers under the laws of the State of New York; and,

WHEREAS, neither of the Parties currently employs a grant writer; and,

WHEREAS, both Parties have identified a need for help in finding, targeting, and applying for public and private grants/funds; and,

WHEREAS, both Parties believe that this help does not warrant a full-time employee for their own respective organization; and,

WHEREAS, after discussion, both Parties, in the policy interest of shared services amongst public entities and an identifiable need, believe that is in their best interests to employ a full-time grant writer to serve both Parties.

IT IS HEREBY AGREED:

1. The Parties will jointly employ one "1" full time employee for the position of Grant Writer.
2. The Grant Writer will be a management level employee and will be dual reporting to the Mayor of Jamestown and President of Jamestown Community College, as well as their respective legislative bodies on an as needed basis.
3. The Grant Writer will split their time on an equal basis between the City and JCC.
4. The Grant Writer will have office hours both at City Hall and the Jamestown Campus of JCC.
5. The Grant Writer will be evaluated by both the President of JCC and the Mayor of the City of Jamestown on an annual basis.

6. The Grant Writer's terms and conditions of employment will be governed by the City of Jamestown's Management Guidelines.
7. The Grant Writer's health insurance will be that of the Management Guidelines of the City of Jamestown and their membership in the New York State retirement system will also be tied to the City.
8. The total financial costs of the Grant Writer, including salary, retirement, health care costs, and other associated expenses, will be borne by the City and College, evenly on a 50/50 basis.
9. The exact costs of the Grant Writer will be agreed upon by the City and JCC on a yearly basis, with JCC providing its 50% remuneration to the City in monetary payment. The City agrees to invoice JCC annually the actual or estimated costs incurred for the year. In the event estimated costs are invoiced and paid by JCC, the City shall reconcile actual costs with estimated costs and credit JCC the difference on the following invoice.
10. The term of this Agreement shall run from the date of its ratification in 2021 through December 31, 2023, and shall be automatically renewed for a like term unless terminated by either party upon ninety (90) days written notice.
11. This Agreement incorporates the full and complete understandings of the Parties regarding this matter and includes all of the terms and conditions agreed to by them and may only be modified in writing by the Parties.
12. Construction. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
13. Complaints. The Parties agree that any complaints involving the Grant Writer will be promptly reported in writing to the management of the other party.
14. Further Assurances. The Parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.
15. This Agreement shall be construed and interpreted in accordance with the laws/regulations of the State of New York, County of Chautauqua.
16. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized by both its legislative bodies and the individual executing this Agreement on behalf of each party has full power and authority to do so.
17. This Agreement may be executed in duplicate copies, each of which may be executed by only one of the Parties hereto, but all of which, when taken together, shall constitute a single agreement binding upon the Parties hereto. Any signature delivered by a Party by email or facsimile transmission shall be deemed to be an original signature hereto.

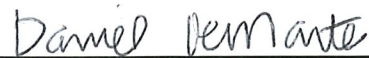
INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement.

Dated: February 7, 2022



Edward A. Sundquist, Mayor
City of Jamestown

Dated: February 7, 2022



Daniel DeMarte, President
Jamestown Community College

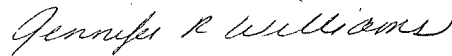
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BY COUNCIL WOMAN ECKLUND:

RESOLVED, the Mayor is authorized to enter into a shared services agreement with Jamestown Community College, 525 Falconer Street, Jamestown, NY 14701, to provide grant writing services for the College for a period of two (2) years, subject to the review and approval of Corporation Counsel as to form.

Carried: 9 – 0

I, Jennifer R. Williams, City Clerk/ Treasurer of the City of Jamestown, New York, do hereby certify that the above resolution is a true and correct copy of the resolution adopted by the City Council of the City of Jamestown at a regular meeting held April 26, 2021.



April 27, 2021, Jennifer R. Williams, City Clerk/Treasurer



Edward A. Sundquist
Mayor

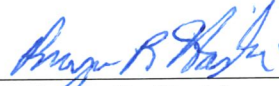
Office of the City Clerk/Treasurer

200 East Third Street, Jamestown, NY 14701

Phone: 716-483-7612 • Fax: 716-483-7502 • Email: clerk@jamestownny.gov • www.jamestownny.gov

CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.



Benjamin R. Haskin
Associate Corporation Counsel



Date

- Agreement: Shared Services Agreement
- Project: Grant Writer Position
- Parties: City of Jamestown and Jamestown Community College