



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

**MEETING DATE:** MAY 25, 2021

**AGENDA ITEM SECTION:** MATTERS REQUIRING ACTION

**AGENDA ITEM NO. :** 7

**AGENDA ITEM:** CONSIDER A RESOLUTION AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT WITH STUDENT ASSISTANCE SERVICES FOR ONE YEAR FOR THE PERIOD SEPTEMBER 30, 2020 THROUGH SEPTEMBER 29, 2021 IN THE AMOUNT OF \$48,814.00 TO BE PAID FROM THE FEDERAL GRANT MONIES RECEIVED FOR THE YOUTH SERVICES COUNCIL

**ITEM BACKUP DOCUMENTATION:**

1. LETTER DATED MAY 17, 2021 FROM SERGEANT JUSTIN KAMKE TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES
2. INDEPENDENT CONTRACTOR SERVICES AGREEMENT
3. DRAFT RESOLUTION



**POLICE DEPARTMENT  
VILLAGE OF DOBBS FERRY**  
112 Main Street • Dobbs Ferry, New York 10522



**MANUEL R. GUEVARA  
CHIEF OF POLICE**

May 17, 2021

To Mayor Rossillo and the Village Board of Trustee,

**Student Assistance Services (SAS)** has worked with the Village and the Youth Services Council for the past five years assisting with our Drug Free Community Grant. SAS provides on-going support and to assist with our implementation of the DFC grant but the Youth Services Council is responsible for implementation of strategies, filing of annual reports and meeting reporting deadlines and requirements.

The services delivered by SAS are divided into 3 categories:  
Technical Assistance; (2) Evaluation and (3) Youth Prevention Coordinator

**Technical Assistance:**

Assist with the implementation of program strategies as written into annual action plan.  
Assist in the preparation of the DFC program reports.  
Attend Coalition steering committee meetings.

**Evaluation Services:**

Provide evaluation data for programmatic reports  
Assist with administration of the Youth Survey  
Summarize Survey results and present results to coalition and other groups

**The Youth Prevention Coordinator:**

Provide training for youth in environmental strategies and media advocacy;  
Train "gate-keepers" (faculty, staff) to recognize the signs of youth alcohol and other drug use and institute appropriate responses;  
Educate parents on the negative consequences of youth substance use, communicating these to youth, and the importance of setting and following through with appropriate consequences when young people violate family rules;  
Work with students to change community norms, increase perception of risk and build prevention skills;  
Outreach youth to help recruit them into the Coalition and to enable them to become change agents;  
Recruit students to attend the Youth to Youth International summer conference for training in leadership skills and affective prevention;  
Assist in the development of a positive media campaign students within the school and the Village to promote and support alcohol and other drug free decisions by youth;  
Work with youth leaders to plan and host attractive events for parents and youth to strengthen family communication, celebrate alcohol and drug free youth, and to distribute prevention materials.

The Role of the Student Assistance Counselor in the DFMS/DFHS consists of:

Provide short-term individual and group counseling for students  
Facilitate referral for school and community based supports as needed  
Provide mandatory counseling for students found on campus with substances and/or drug paraphernalia  
Provide psychoeducation to students on importance of learning and utilizing healthy coping strategies and emphasize dangers of substance use  
Club Advisor to the Youth to Youth (Y2Y) Club

The Y2Y Club focuses on prevention, awareness, and positive decision making. Our mission is to engage youth through meaningful discussions, activities, and experiences to develop and implement their own ideas to create positive change, healthy habits and build up leadership skills.

Conduct Prevention Education Series (PES) in Grade 9 PE Class and Grade 7 Health Class  
PES is an 8 session curriculum that covers 4 core topics: Being an Adolescent; Alcohol, Tobacco & Other Drugs; Relationships, and Coping with Stress

Sincerely ,

Justin Kamke

Dobbs Ferry Police Department  
DF Youth Services Council

## **INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Village of Dobbs Ferry, having offices at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter "Village") and Student Assistance Services Corporation, having offices at 660 White Plains Road, Tarrytown, New York 10591 (hereinafter "Contractor").

### **WITNESSETH:**

1. **Services** – The Village hereby engages the Contractor to provide services in support of the Dobbs Ferry Community Coalition Drug Free Communities Support grant. The services include providing a Prevention Specialist assigned to work three days per week in the Dobbs Ferry Union Free School District during the school year. Services under this Agreement are more fully described in the Schedule "A" attached hereto and made a part hereof.

The Contractor represents that it has the requisite knowledge and skills to provide all such services.

2. **Compensation** – It is expressly understood and agreed upon that the Contractor shall be compensated only for those services outlined in Paragraph 1 of this Agreement. The Village shall pay the Contractor a fee not to exceed Forty Eight Thousand Eight Hundred Fourteen Dollars (\$48,814.00) in the period September 30, 2020 through September 29, 2021.

The Contractor will invoice the Village in equal amounts on a monthly basis and payment will be made within 30 days of receipt of invoice and after approval of the Project Director.

3. **Duration** – This Agreement shall be in full force and effect for the period September 30, 2020 through September 29, 2021, and may not be assigned without the express written consent of the Village.
4. **Independent Contractor Status** – The Contractor enters into this Agreement and will remain throughout the term an Independent Contractor, and shall not be entitled to any rights or benefits afforded to the Village's employees, including, without limitation, disability, unemployment insurance, workers' compensation, medical insurance, sick leave or any employment benefit. The Contractor is responsible for providing at the Contractor's sole expense, disability, unemployment, workers' compensation, and all other forms of insurance.
5. All services rendered and work performed by the Contractor will be under the direction and subject to the complete approval of the Project Director.

6. Termination – This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. Upon such termination, the Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination.
7. Insurance – Prior to commencing work, the Contractor shall obtain at its own cost and expense the following types of insurance in the following amounts, and which it shall maintain in full force and effect during the entire term of this Agreement. All such insurance shall reflect the Village as an additional insured thereunder, and the Village shall receive no less than 15 days written notice in the event of termination thereof. The Contractor shall provide the Village with a Certificate of Insurance reflecting the following coverage:
- (a) Workers' Compensation. Insurance coverage for all employees and contractors of Student Assistance Services Corporation.
  - (b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
  - (c) Professional Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
  - (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include for bodily injury and property damage the following coverage:
    - (e) Owned automobiles
    - (f) Hired automobiles
    - (g) Non-owned automobiles
    - (h) Excess Insurance of \$2,000,000 per occurrence and \$2,000,000 aggregate.
- The Contractor understands and acknowledges failure to obtain such insurance on behalf of the Village constitutes a material breach of contract.
8. Indemnification – The Contractor shall indemnify, defend and hold the Village, its employees, officers, agents and Board of Education harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate, in any manner, to the services provided by the Contractor and its personnel to the Village pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Village, its employees, officers, agents and Board of Education may be named as a party, notwithstanding that the Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.
9. Notices – All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below:

To the Village:

Richard Leins, Village Administrator  
Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522

To the Contractor:

Ellen Morehouse, Executive Director  
Student Assistance Services Corporation  
660 White Plains Road  
Tarrytown, New York 10591

10. Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
11. Entire Understanding – This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
12. Governing Law – This Agreement shall be governed by the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

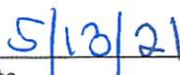
**VILLAGE OF DOBBS FERRY**

\_\_\_\_\_  
Richard Leins, Village Administrator

\_\_\_\_\_  
Date

**STUDENT ASSISTANCE SERVICES CORPORATION**

  
\_\_\_\_\_  
Ellen Morehouse, Executive Director

  
\_\_\_\_\_  
Date

## **The Dobbs Ferry YSC Coalition**

### **Schedule A**

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The following schedule outlines the services to be delivered by Student Assistance Services. SAS provides support and assistance for the DFC grant. The coalition retains responsibility for implementation of strategies and content and filing deadlines of reports. Since SAS is acting in a support role, SAS does not take responsibility for missed reporting deadlines or content errors/oversights, which remain the responsibility of the Coalition.

The services to be delivered by SAS (the Agency) are:

**The Youth Prevention Coordinator will assist with the following strategies:**

1. Provide training for youth in environmental strategies and media advocacy;
2. Train “gate-keepers” (faculty, staff) to recognize the signs of youth alcohol and other drug use and institute appropriate responses;
3. Educate parents on the negative consequences of youth substance use, communicating these to youth, and the importance of setting and following through with appropriate consequences when young people violate family rules;
4. Work with students to change community norms, increase perception of risk and build prevention skills;
5. Outreach youth to help recruit them into the Coalition and to enable them to become change agents;
6. Recruit students to attend the Youth to Youth International summer conference for training in leadership skills and effective prevention;
7. Assist in the development of a positive media campaign among students within the school and the Village to promote and support alcohol and other drug free decisions by youth;
8. Work with youth leaders to plan and host attractive events for parents and youth to strengthen family communication, celebrate alcohol and drug free youth, and to distribute prevention materials.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period September 30, 2020 through September 29, 2021 in the amount of \$48,814.00 to be paid from the federal grant monies received for the Youth Services Council