



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JULY 13, 2021
AGENDA ITEM SECTION: RESOLUTIONS
AGENDA ITEM NO. : 1
AGENDA ITEM: RESOLUTION AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE A CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DOBBS FERRY YOUTH SERVICES COUNCIL COALITION AND DEVONNA DICKEY FOR THE POSITION OF YOUTH SERVICES COORDINATOR FOR A RATE OF \$30.00/HOUR, FUNDED BY THE DRUG FREE COMMUNITIES GRANT
ITEM BACKUP DOCUMENTATION: <ul style="list-style-type: none">1. LETTER DATED 7/7/2021 FROM JUSTIN KAMKE/DOBBS FERRY YSC TO MAYOR ROSSILLO AND THE BOARD OF TRUSTEES2. CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES3. DRAFT RESOLUTION

July 7, 2021

Mayor Vincent Rossillo
112 Main St
Dobbs Ferry NY 10522

To the Mayor and Board of Trustees:

It is my pleasure to strongly recommend Devonna Dickey for the Dobbs Ferry Youth Services Coalition Coordinator position.

I have been with the Dobbs Ferry Youth Services Coalition for 13 years and am currently a co-chair of the Coalition. After numerous interviews and careful consideration, we feel Devonna Dickey is an excellent fit for this position, as well as, a member of the Dobbs Ferry Youth Services Coalition team.

If you need more information or specific examples, please do not hesitate to contact me.

Sincerely,

Justin Kamke

Dobbs Ferry YSC

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES
Dobbs Ferry Youth Services Council Coalition

THIS AGREEMENT is entered into this ____ day of _____, 2021 (the "Agreement") by and between Devonna Dickey, having her principal place of business at 100 Main Street, Unit 1, Dobbs Ferry, NY 10522 (hereinafter, referred to as "CONSULTANT") and the Village of Dobbs Ferry, New York having its principal place of business at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter, referred to as the "VILLAGE").

WHEREAS, the VILLAGE seeks to enter into a contract for professional services with the CONSULTANT for the purpose of furnishing certain consulting services in connection with the Dobbs Ferry Youth Services Council Coalition, as more specifically set forth in Exhibit "A" attached hereto, functioning in the role of "Coalition Coordinator" for the facilitation of programming funded by the VILLAGE'S grant for Drug Free Communities; and

WHEREAS, the CONSULTANT has represented that she possesses appropriate professional skills and experience to perform said services in a complete, timely and professional manner.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. SCOPE OF WORK

CONSULTANT shall complete the scope of services ("Services") identified in Exhibit A attached hereto and incorporated herein, and shall perform and act (a) in accordance with all professional standards, (b) with the skill, diligence, and quality control/quality assurance measures expected of a consultant performing professional services of a similar nature, and (c) in a manner satisfactory to the VILLAGE.

II. TIME OF PERFORMANCE AND TERMS

The term of the Agreement shall commence upon full execution of this Agreement and the receipt by VILLAGE of the Certificate of Insurance required by Article X herein and shall expire on September 29, 2022, or earlier terminated as set forth herein.

The Services are expected to require an average of 12-25 hours per week of CONSULTANT'S time, with some weeks requiring less time and some requiring more depending on the calendar month and the schedule of events.

III. COMPENSATION AND PAYMENT

For satisfactory performance of the Services, the CONSULTANT shall be eligible for payment at an initial hourly rate of \$30.00, plus reimbursable expenses. Total annual remuneration shall not exceed \$30,030/year. The CONSULTANT shall invoice the

VILLAGE monthly, with each invoice clearly describing the Services rendered during the billing period by CONSULTANT. Any reimbursable expenses must be itemized separately on each invoice. The VILLAGE shall forward payment to the CONSULTANT within 60 days of receipt of an approved invoice.

IV. COMPLIANCE WITH LAWS

The CONSULTANT shall observe and abide by all applicable laws, ordinances and regulations of federal, state, and local governments, in connection with the Services performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

The Services to be provided pursuant to this Agreement may not be assigned or subcontracted for an amount in excess of \$1,000, without the prior written consent of the VILLAGE. Approval by the VILLAGE of any subcontractor shall not relieve the CONSULTANT of any liability or responsibility for the proper performance of the Services under this Agreement.

VI. INSPECTIONS

All Services performed by the CONSULTANT shall be subject to review, inspection and approval by the VILLAGE at all times, but such approval shall not relieve the CONSULTANT of responsibility for the proper performance of the Services.

VII. TERMINATION FOR CONVENIENCE

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, by written notice to the CONSULTANT. Upon receipt of this notice the CONSULTANT shall immediately discontinue performance and will not undertake any further services in connection with the Agreement.

In the event of termination for convenience the VILLAGE shall pay the CONSULTANT for all work completed to date. However, in no event shall the VILLAGE be obligated to pay more than the Agreement value less any previously paid fees.

VIII. DEFAULT

Should the CONSULTANT breach any provisions of this Agreement the VILLAGE shall have all rights and remedies provided by law or under these terms and conditions.

The VILLAGE shall have the right at any time to terminate this Agreement in whole, or in part, if the CONSULTANT fails to perform any of its obligations or if the CONSULTANT fails to give the VILLAGE assurance of adequate performance within ten (10) working days after written request by the VILLAGE for assurances.

In the event of such breach of the Agreement by the CONSULTANT, the VILLAGE may:

- a) declare the CONSULTANT to be in default,
- b) cancel this AGREEMENT in whole or in part,
- c) withhold payment of any further funds which may be due the CONSULTANT until the default is corrected, and/or
- d) pursue any and all other remedies afforded by law.

If the termination is brought about as a result of unsatisfactory performance on the part of the CONSULTANT, the value of the work performed by the CONSULTANT prior to termination shall be established by determining a percentage of satisfactory work, completed by the CONSULTANT and acceptable to the VILLAGE, of the total amount of work contemplated by this Agreement.

IX. INDEMNIFICATION

The CONSULTANT shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the CONSULTANT or the subcontractors, agents or employees in connection with CONSULTANT'S services under this Agreement. The CONSULTANT specifically agrees to ensure that her subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform in connection with this AGREEMENT. Further, it is expressly understood that the CONSULTANT shall indemnify and save harmless the VILLAGE, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT'S failure to meet professional standards and resulting in obvious or patent errors in the progression of the work.

X. INSURANCE REQUIREMENTS

The CONSULTANT shall, during the performance of the Services, maintain the following insurance in the types and amounts, and with insurers satisfactory to the VILLAGE:

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| 1. Employer's Liability | \$1,000,000 |
| 2. General Bodily Injury | \$1,000,000 each occurrence |
| 3. General Property Damage | \$1,000,000 each occurrence |
| 4. Automobile Bodily Injury | \$1,000,000 per injury and
\$1,000,000 each occurrence |
| 5. Automobile Property Damage | \$1,000,000 each occurrence |
| 6. Professional Liability | \$500,000 |

Prior to commencing performance, the CONSULTANT shall furnish the VILLAGE with a Certificate of Insurance as evidence of the required insurance and such Certificate of Insurance as evidence of the required insurance and such Certificate shall name the VILLAGE as additional insured. The Certificate shall provide for thirty (30) days written notice to the VILLAGE prior to cancellation thereof. New, current certificates shall be provided at each policy renewal. The VILLAGE shall be listed as an additional insured on coverages furnished under items 1-6 inclusive.

While the insurance above must be procured by the CONSULTANT, the VILLAGE will pay for such insurance out of the grant funds, provided that the CONSULTANT uses the VILLAGE'S previously approved insurance agent, who supplies insurance to the VILLAGE on other matters.

XI. INDEPENDENT CONSULTANT

The performance of the Services is not a joint venture between the VILLAGE and the CONSULTANT. The CONSULTANT shall (a) have the status of independent contractor and not employee, (b) perform Services in accordance with the terms and conditions of this Agreement, (c) determine the means and methods used in performing Services under this Agreement, (d) have complete charge over its personnel, if any, engaged in the performance of the Services, and (e) whenever appropriate use her own equipment and facilities when performing the Services. The VILLAGE is not an employer of the CONSULTANT and shall act only as general administrator and coordinator of the CONSULTANT'S Services based upon the source of funding as a grant to the VILLAGE and its relationship to the Dobbs Ferry Youth Services Council Coalition.

XII. RECORDS

The CONSULTANT shall maintain all records (fiscal and other) on file in legible form. Upon request, a copy of these shall be made available to the VILLAGE by the CONSULTANT.

All drawings, specifications, reports, information or data prepared or compiled by or on behalf of CONSULTANT or furnished to the CONSULTANT in connection with any or all work to be performed under this Agreement shall be the exclusive property of the VILLAGE and shall be immediately forwarded to the VILLAGE upon request. Copies of all such documentation shall be delivered to the VILLAGE at or prior to the expiration or termination of this Agreement.

XIII. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

XIV. DEFICIENCIES

CONSULTANT shall correct, in a timely fashion and at CONSULTANT'S sole expense, any deficiencies in the Services, provided such deficiencies are reported to Provider no later than thirty (30) days after completion of the Services.

XV. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of New York.

XVI. SURVIVAL OF OBLIGATIONS

CONSULTANT'S obligations, and those of CONSULTANT'S employees, agents, successors, and assignees under Section IX (INDEMNIFICATION), Section XII (RECORDS), and Section XIV (RESPONSIBILITY TO CORRECT DEFICIENCIES) shall survive completion of the Services, expiration or termination of this Agreement, and final payment under this Agreement.

XVII. ENTIRE AGREEMENT AND AMENDMENTS

The following exhibits supplements or addendums form an integral part of this Agreement. Exhibit A - Scope of Services.

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein.

No modification or amendment of this Agreement shall be valid unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Village of Dobbs Ferry

Consultant

By: Richard Leins

Devonna Dickey

Signature
Title: Interim Village Administrator

Signature
Coalition Coordinator

RESOLUTION ____-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE A CONSULTANT
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE DOBBS FERRY YOUTH
SERVICES COUNCIL COALITION AND DEVONNA DICKEY FOR THE POSITION OF YOUTH
SERVICES COORDINATOR**

RESOLVED, that the Board of Trustees hereby authorizes the Interim Village Administrator to execute a consultant agreement for professional services between the Dobbs Ferry Youth Services Council Coalition and Devonna Dickey for the position of Youth Services Coordinator at the rate of \$30.00/Hour for a total not to exceed \$30,000.00 annually, funded by the Drug Free Communities Grant.