



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: NOVEMBER 23, 2021
AGENDA ITEM SECTION: DISCUSSION ITEMS
AGENDA ITEM NO. : 11
AGENDA ITEM: RESOLUTION AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT WITH STUDENT ASSISTANCE SERVICES FOR ONE YEAR FOR THE PERIOD SEPTEMBER 30, 2021 THROUGH SEPTEMBER 29, 2022 IN THE AMOUNT OF \$9,300.00 TO BE PAID FROM THE FEDERAL GRANT MONIES RECEIVED FOR THE YOUTH SERVICES COUNCIL
ITEM BACKUP DOCUMENTATION: 1. INDEPENDENT CONTRACTOR SERVICES AGREEMENT 2. DRAFT RESOLUTION

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 Technical Assistance for the implementation of the project, and to provide evaluation support for the administration and programmatic reporting requirements of the grant project. 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 Nine Thousand Three Hundred Dollars (\$9,300.00) in the period September 30, 2021 through September 29, 2022.

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, 2021 through September 29, 2022, 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.

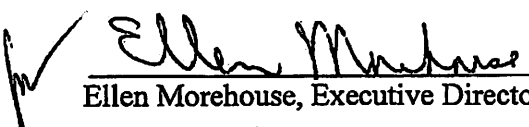
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF DOBBS FERRY

Richard Leins, Village Administrator

Date

STUDENT ASSISTANCE SERVICES CORPORATION



Ellen Morehouse, Executive Director

10/25/21
Date

The Dobbs Ferry YSC Coalition
Schedule A

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 divided into three categories: Technical Assistance, Evaluation, Youth Prevention Coordinator.

Technical Assistance:

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

Evaluation Services:

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



VILLAGE OF DOBBS FERRY

112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8500 • FAX: (914) 693-3470

RESOLUTION XX-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT WITH
STUDENT ASSISTANCE SERVICES FOR ONE YEAR FOR THE PERIOD OF
SEPTEMBER 30, 2021 THROUGH SEPTEMBER 29, 2022 IN THE AMOUNT OF \$9,300.00
TO BE PAID FROM THE FEDERAL GRANT MONIES RECEIVED FOR THE YOUTH
SERVICES COUNCIL**

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, 2021 through September 29, 2022 in the amount of \$9,300.00 to be paid from the federal grant monies received for the Youth Services Council.