



**VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES**  
**REGULAR MEETING AGENDA**

**MEETING DATE:** January 10, 2023

**AGENDA ITEM SECTION:** Resolutions

**AGENDA ITEM NO. :** 3

**AGENDA ITEM:**

**Resolution:** Consider a resolution authorizing the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period of September 30, 2022 through September 29, 2023 in the amount of \$51,802.00 to be paid from the Federal Grant monies received for the Youth Services Council

**ITEM BACKUP DOCUMENTATION:**

1. Draft resolution
2. Independent Contractor Services Agreement and Addendum



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

**RESOLUTION XXX-2023**

**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, 2022 THROUGH SEPTEMBER 29, 2023 IN THE AMOUNT OF  
\$51,802.00 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, 2022 through September 29, 2023 in the amount of \$51,802.00 to be paid from the federal grant monies received for the Youth Services Council.

## **INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 Coordinator 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 Fifty One Thousand Eight Hundred and Two Dollars (\$ 51,802.00) in the period September 30, 2022 through September 29, 2023.

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, 2022 through September 29, 2023, 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:  
Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522  
Attention: Village Administrator

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**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
Date

**STUDENT ASSISTANCE SERVICES CORPORATION**

Ellen Morehouse  
Ellen Morehouse, Executive Director

11/28/22  
Date

**ADDENDUM to Agreements: Village of Dobbs Ferry & Dobbs Ferry Youth Services Coalition - with- Student Assistance Services Corp. ("SAS")**

1. No public funds (grant-based or budget appropriations) shall be used for reimbursement of travel-related expenses, including meals, incurred by the contractors in the performance of the services.

2. The Parties hereto recognize and acknowledge that obligations of the Village of Dobbs Ferry and the Dobbs Ferry Youth Services Coalition under this Agreement are subject to the availability of grant funding (fiscal year September 30- September 29<sup>th</sup>) and may be subject to annual appropriations by its Board of Trustees pursuant to the Laws of New York State applicable to all municipal corporations. Therefore, this Agreement shall be deemed executory only to the extent of the monies available and appropriated. The Village shall have no liability under this Agreement beyond grant funding and funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the Village hereunder shall constitute a current expense of the Village and shall not in any way be construed to be a debt of the Village in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Village, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the Village. The Village shall pay amounts due under this Agreement exclusively from legally available funds pursuant to applicable grants or otherwise appropriated for this purpose. The Village shall retain the right, upon a review of grant funds or the occurrence of the adoption of any Village Budget by its Board of Trustees during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such, to conduct an analysis of the impacts on Village finances. After such analysis, the Village shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the Village subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The Village shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on Village finances. After such analysis, the Village shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the Village subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.



\_\_\_\_\_  
Initials