



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 28, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 4

AGENDA ITEM:

Resolution: Consider a resolution for Historical Society IMA

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Draft agreement between the Village of Dobbs Ferry and the Dobbs Ferry Historical Society, Inc.

WHEREAS, over the past five years the Village of Dobbs Ferry has engaged in a Public-Private partnership with the Dobbs Ferry Historical in support of their mutual goal of increasing community awareness and appreciation for the preservation of the Village historical information, archives and artifacts; and

WHEREAS, the Village now wishes to reiterate its commitment to and support of the work of the Dobbs Ferry Historical Society by entering into a formal agreement.

HOW THEREFORE BE IT RESOLVED, that the Dobbs Ferry Board of Trustees hereby authorizes the Interim Administrator to execute an Agreement with the Dobbs Ferry Historical Society for a term of one calendar year for a total not-to-exceed commitment of \$10,000 to be used exclusively by the Historical Society as reimbursement for the performance of their work as defined in said agreement.

THIS AGREEMENT made this ____ day of ____, 2021 by and between:

VILLAGE OF DOBBS FERRY, a municipal corporation of the State of New York, with an address at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter, the “Village”)

and

DOBBS FERRY HISTORICAL SOCIETY, INC. having an address at 12 Elm Street (the Mead House), Dobbs Ferry New York (hereafter, the “DFHS”)

RECITALS

WHEREAS, the DFHS is not for profit organization with its principal place of business located at 12 Elm Street (the Mead House) Dobbs Ferry, New York; and

WHEREAS, the DFHS serves the Village by:

1. preserving public and private documents as well as formal and informal correspondence which have been used by past generations and which typify and illustrate their way of life;
2. making available historical publications, books, paintings, artifacts, and maps relating to the history of Dobbs Ferry;
3. filming and recording oral histories of present citizens to preserve their stories for future generations;
4. hosting historical events within the Village;
5. publishing books, pamphlets and the newsletter, The Ferryman; and
6. fostering an awareness and appreciation for the history of Dobbs Ferry and all the people, noted and humble, who transmitted the good things of the past to the present and the future (collectively, the “Work”).

WHEREAS, the Village desires that the DFHS, in conjunction with the Village, continue this important Work as a part of the totality of historical preservation efforts within the Village for the benefit of the residents and citizens of the Village, either located on the DFHS property and/or properties owned by the Village; and

WHEREAS, the parties desire to foster this public/private partnership and enter into this Agreement and promote historical issues within the Village.

W I T N E S S E T H :

FIRST: DFHS shall continue the Work in the Village, whether at the DFHS property or on other properties within the Village. The Work shall be carried out by DFHS in accordance with current industry standards and trade practices.

SECOND: DFHS shall commence the Work immediately upon receiving a fully executed copy of this Agreement. DFHS shall report to the Village, as the Village may request, on its progress toward completing the Work, and shall immediately inform the Village in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," Village shall make an amount not-to-exceed TEN THOUSAND DOLLARS (\$10,000.00) available to DFHS. All expenses in excess of \$10,000 related in any way to this Agreement or expenses outside the scope of the Work enumerated in the Agreement shall be the obligation DFHS. In no event shall the Village's obligations under this Agreement exceed \$10,000.00. The term of this Agreement shall be one calendar year commencing _____, 2021. The Agreement may be renewed for additional terms following review by the Village and upon agreement of the parties. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Village to DFHS for out-of-pocket expenses or tangential disbursements resulting from or associated with the Work to be performed hereunder. DFHS shall furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work at no additional charge to the Village, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total disbursements to DFHS exceed the not-to-exceed amount set forth above of \$10,000.00.

FOURTH: DFHS shall make claims for disbursement on forms and in accordance with schedules as may be required by the Village. Along with any claim for disbursement for Work-

related expenses, DFHS shall provide Village with supporting evidence to demonstrate that such claim qualifies for payment under the Agreement. Prior to making any disbursements hereunder, the Village may also, at its option, audit such books and records of DFHS as are reasonably pertinent to this Agreement to substantiate the basis for payment under the parameters of this Agreement. The Village will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the Village shall find cause to withhold payment in the course of such audit or DFHS fails to cooperate with providing supporting evidence necessary for payment of a claim. The Village shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: The Parties hereto recognize and acknowledge that the obligations of the Village under this Agreement are 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 appropriated and available. The Village shall have no liability under this Agreement beyond 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 appropriated for this purpose. The Village shall retain the right, upon the occurrence of the adoption of any Village Budget by its Board of Trustees during the term of this Agreement or any amendments or extensions thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such Village 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 set forth herein. If the Village subsequently offers to pay a reduced amount to DFHS, then DFHS shall have the right to terminate this Agreement upon reasonable prior written notice.

SIXTH: The Village, upon thirty (30) days' notice to DFHS, may terminate this Agreement in whole or in part when the Village deems it to be in its best interest.

SEVENTH: DFHS agrees to procure and maintain insurance naming the Village as additional insured during the term of this Agreement. In addition, DFHS agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Village, DFHS shall defend, indemnify and hold harmless the Village its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by DFHS or third parties under the direction or control of DFHS; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

EIGHTH: DFHS shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to DFHS as an employer of labor. DFHS shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the Work hereunder.

It is the intent and understanding of the Village and DFHS that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. DFHS understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, DFHS hereby consents to amending this agreement in writing, upon receipt of notice from the Village, for the purpose of inserting or correcting the provision in question.

NINTH: DFHS shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the Village. DFHS shall not subcontract any part of the Work without the written consent of the Village, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the Village is void. All

subcontracts that have received such prior written consent shall provide that subconsultants are subject to all terms and conditions set forth in this Agreement.

TENTH: The parties hereto agree that DFHS and its officers, employees, agents, consultants, subconsultants are independent contractors and not employees of the Village or any department, agency or unit thereof. In accordance with their status as independent contractors, DFHS covenants and agrees that neither DFHS nor any of its officers, employees, agents, contractors, subconsultants and/or consultants will hold themselves out as, or claim to be, officers or employees of the Village any department, agency or unit thereof.

ELEVENTH: Failure of the Village to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the Village of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the Village of any provision hereof shall be implied.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the addresses listed above.

THIRTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

FOURTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

FIFTEENTH: DFHS recognizes that this Agreement does not grant it the exclusive right to perform the Work for the Village and that the Village may enter into similar agreements with other parties on an "as needed" basis.

SIXTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester, New York. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

SEVENTEENTH: This Agreement shall not be enforceable until signed by both parties.

IN WITNESS WHEREOF, the Village and DFHS have caused this Agreement to be executed.

VILLAGE OF DOBBS FERRY

By _____
Name: Richard A. Leins
Title: Interim Village Administrator

DOBBS FERRY HISTORICAL SOCIETY, INC.

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY)

On the _____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY)

On the _____ day of _____ in the year 2015 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public