



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: APRIL 13, 2021

AGENDA ITEM SECTION: MATTERS REQUIRING ACTION

AGENDA ITEM NO. : 10

AGENDA ITEM: DISCUSSION OF DOBBS FERRY YOUTH SERVICES COALITION REFERRAL OF A PROPOSAL FROM EPIPHANY COMMUNITY SERVICES FOR EVALUATOR SERVICES AND CONSIDER A RESOLUTION TO ACCEPT THE PROPOSAL AND AUTHORIZE EXECUTION OF AGREEMENTS BASED ON THE PROPOSAL FOR AN ANNUAL FEE NOT TO EXCEED \$10,500

ITEM BACKUP DOCUMENTATION:

1. DOBBS FERRY YOUTH SERVICES COALITION EVALUATION PROPOSAL 2/15/2021
2. SERVICES AGREEMENT: EPIPHANY COMMUNITY SERVICES
3. SERVICES AGREEMENT: REACHing SOFTWARE
4. DRAFT RESOLUTION TO ACCEPT THE PROPOSAL AND AUTHORIZE EXECUTION OF AGREEMENTS BASED ON THE PROPOSAL FOR AND ANNUAL FEE NOT TO EXCEED \$10,500

Who is ECS

The Epiphany Community Services (ECS) staff has more than 55 years of experience working with community coalitions. Based on its experience, ECS has identified specific expectations and steps a contractual evaluator should deliver for effective evaluation. ECS proposes the following work organized by the evaluation tasks.

What to Expect from ECS and the Coalition Evaluation Process

Coalition and community level evaluation is functionally different than program evaluation or traditional evaluation of non-profits. Coalitions are inherently focused on changing the conditions in the community that affects individual behaviors and choices. Coalitions bring a unique focus on promoting positive health outcomes at all levels of the community. To achieve this level of outcome, it is necessary to use multiple strategies engaged in by a diverse array of partners. This level of evaluation requires a functional flow of information and evaluation that enables 1. Improvement, 2. Coordination, 3. Celebration, 4. Accountability, and 5. Sustainability.

Setting Up and Building Upon a Current Evaluation Plan

The evaluation process should begin with the outcome in mind. The community and its leaders need functional evaluation information to achieve the five functions of evaluation: Improvement, Coordination, Celebration, Accountability, and Sustainability. The primary purpose of an evaluation plan is to determine and name the interests, information, and results each audience requires.

An evaluation plan details 1. the specific questions to be answered for key community members, stakeholders, and concerned party(s) including but not limited to those financially invested in the work, 2. the information required to answer these questions, 3. how this information is collected and 4. how this information it is to be reported.

Many of the existing processes are focused on collecting and analyzing data related to community and individual conditions, behaviors, and attitudes, with an emphasis on tracking measures to demonstrate desired outcomes. These efforts limit the ability of the coalition to describe how their actions have affected the collected outcome data. While these efforts enable the coalition to monitor action for grant compliance effectively and create a foundation for telling the community story, they do not represent outcome-based evaluation for the specific work of the coalition. ECS will expand this process to include matching the work to the intended outcomes or name the interests of key community leaders and other coalition stakeholders. The evaluation plan will continue to focus on what each audience cares about, what the coalition is doing, and its effect on the community. ECS will work with the coalition to review past work, as appropriate, to determine its inclusion as part of the new evaluation process. Lastly, ECS will continue work to ensure that intended outcomes are reviewed and modifications made to create a realistic outcome path, also known as a logic model.

Identify the Coalition Output Monitoring System

ECS will help determine not only what the coalition is doing and its contribution to outcomes but what additional strategies should be undertaken to ensure optimal results. This determination is the first step in tracking what coalitions do to affect outcomes. It requires output tracking and the development of a monitoring system to capture what the coalition does (outputs) in such a fashion to allow for analysis of the coalition's contribution to change relative to improved community health. Grant-based reporting and evaluation can place a burden on data collection with limited usefulness for coalition improvement and decision making. ECS will work with the coalition to implement a monitoring process that encompasses all coalition outputs (external and internal) and relate these to grant requirements. Reducing the data collection efforts and improving the value of the information shared in the community.

Create a User-Friendly, Customizable Database for Evaluation Data

Effective coalitions spend a significant amount of time and energy tracking and collecting information to monitor community conditions, behaviors, and attitudes. In addition to information on conditions and behaviors, it is necessary for the coalition to collect information on its work (outputs). As coalitions begin to track not only the intended effect of their work but their outputs, the amount of data can become cumbersome. ECS will utilize REACH Evaluation, an online data collection system that enables the coalition to capture outputs and outcome data in a single place. This customizable system allows the coalition to track its work in relation to its problems, risk factors, and local conditions. All data necessary for evaluation, grant, and community reporting starts with the coalition and is supported by ECS.

Refinement of Key Community Outcome Data to Collect

The coalition was formed to engage in the improvement of community conditions with the end goal of creating a healthier, more productive community. Local information, accurately detailing the community, and sensitive to coalition influences are pertinent to measuring the improvement of community conditions. This information can be hard to locate, difficult to understand, and disperse to the community. ECS will assist coalition staff and members with finding and selecting appropriate community data. The coalition has a history of working with data related to community conditions, behaviors, and attitudes. They have focused on using this data to further their coalition efforts development efforts. They need to be able to use their existing data and minimize the collection of future data to those items that describe the outcomes of their work in relation to changes in behaviors and conditions. This data is necessary to enable the coalition to raise awareness, track changes in behaviors and conditions, and identify new areas of concern for the community. ECS will work with the coalition to inventory existing data, create an understanding of what the data means and how to use it as part of their work towards outcomes.

ECS will work with the coalition to refine its outcome data collection efforts by matching:

- Outcome data to problems addressed
- Risk factors
- Local condition addressed

Special attention will be paid to integrating the past data collection work into the proposed evaluation framework. This attention will result in the ability to demonstrate the coalition's contribution to desired changes. This data will be tracked using REACH Evaluation, providing a visual relationship between coalition activities and community outcomes.

Provide Quality Control on Data Collected

Strong, consistent data collection enables the analysis of contribution and sets the stage for other analysis of the coalition's work towards outcomes. To ensure accurate data collection, ECS will continue to provide scoring of all output data monthly and provide the Coalition staff with regular feedback on their progress, improving the quality and quantity of data collection.

Coalition Process Evaluation

The processes of the coalition need to be measured and developed to improve its ability to produce outputs and create change in the community. The capacity of the coalition can be determined based on the effectiveness and quality of its meetings, its volunteer organizational structure, and which tools the coalition uses to plan and communicate its work. Using coalition capacity as a starting point for process evaluation is a logical first step to a more comprehensive coalition evaluation approach. ECS assists the coalition in developing an annual survey of members' satisfaction with the coalition process.

Additionally, ECS will assist the coalition in collecting "organizational change" output data to assist in demonstrating their ability to build the capacity of the coalition and the community to address the issues of priority for the coalition. In addition to evaluating the coalition's processes, ECS staff will provide ongoing assistance aimed at improving the capacity and functionality of the overall coalition. This work includes, but is not limited to, ongoing problem analysis, member engagement, strategic planning, capacity development activities, and executive coaching for coalition staff and volunteer leadership.

Program Evaluation

Program evaluation is disparate from coalition evaluation but should serve as a complement to it. As part of the coalition evaluation, ECS will support and assist with program evaluation as it relates to the overall work of the coalition, including tracking instances of delivery and number of people served as part of the online evaluation system as well as results of program evaluation via the online evaluation system's indicator engine. ECS will not be providing in-depth program-specific evaluation aimed at demonstrating the impact a program has on a single individual or

group participants. Additionally, ECS will not be engaged in processes aimed at demonstrating impact through adherence to program fidelity, administration, and analysis of pre/posttests or long-term participant tracking. If there is a desire for ECS to evaluate and monitor specific programs, an additional proposal will be developed that speaks to the specifics of the programs to be evaluated.

Enhance Evaluation Data Usefulness for Stakeholders

The coalition needs to create community wisdom; this occurs when evaluation information is functional for decision making. Once the evaluative process and systems are in place, the coalition and ECS will work to increase the availability of evaluation data and its use in day to day decision making and strategic planning.

ECS will work with the coalition to ensure:

1. Working groups and committees have access to necessary information for improved decision making and understanding of what others are doing in relationship to the goals of the coalition.
2. Creation of an evaluation committee to be used as part of the quality control process.
3. Easy to use and understand dashboards to monitor progress towards stated outcomes.
4. All grant reporting obligations are met.
5. Key stakeholders and coalition members understand the work of the coalition, specifically, what is most important to them.
6. The data collection process is capturing the most amount of data necessary to answer pertinent questions with the least amount of time and effort.

As the community's needs change, so will the evaluation process; ECS will work with the coalition to ensure evaluation stays in line with community needs and demands. This alignment will be accomplished through regular communication, review of activities, and community data.

Data Collection and Evaluation Support

Thoughtful and strategic data collection and evaluation methodology beyond coalition outcomes evaluation is important in understanding the work of individual projects and coalition activities. ECS will work with the coalition to develop the following on an as-needed basis to ensure that all data collection and evaluation activities are using best practices and appropriate methodology. ECS focuses on the evaluation of the coalition regardless of projects and funders, ensuring that both all needs are being addressed.

Summary of Tasks:

- Tracking of outputs (dose) given to the community via interventions/strategies.
- Review of existing data collection processes including Core Measures for the DFC
- If necessary, development and implementation of core measures survey (as needed, implementation/analysis at additional cost).
- Analysis and reporting of core measure data as needed.
- Creating data collection processes related to the specific data needs of the coalition and related projects.
- Development of point-in-time surveys.
- Development of listening session, focus group, and key informant interview questions.
- Development of evaluation protocol for program and event evaluation.
- Support in identifying sample size and maximize data collection outreach.
- Conduct and analyze school and community-wide surveys (at an additional cost) and
- Other identified data needs and evaluation support as needed.
- Core measure support.
- Continuation application assistance for all grants.
- Grant assistance for potential applications, including outlines and reviews.
 - Special attention to year 6-10 application for the Drug Free Communities Support Program
- Coalition functioning survey and
- DFCMe Reporting assistance for DFC and STOP Act Funding.

Deliverables and Work Plan

The deliverables and related work plan for the coalition are broken down into what the ECS will do for the coalition in the first year, related products, and timelines. Subsequent support and deliverables are based on the coalition's action plan and requirements for evaluation. An annual evaluation report, semi-annual evaluation report, and a coalition capacity survey report will be developed.

Developing the Capacity of the Coalition to Participate in Effective Evaluation

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Review evaluation and communication expectations	X			
Site Visit(s)-estimated	X		X	
Re-evaluate frequency of communication	X			
Engagement of regular communication	X	X	X	X
TA/Training Plan			X	
Identification of additional data collection needs	X	X	X	X
Establish additional data collection processes as needed	X	X	X	X

Setting Up and Building Upon a Current Evaluation Plan

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Re-orientation to roles and responsibilities	X			
Review map of current stakeholders and funders	X			
Map current questions and determine new questions	X	X	X	X
Map current data and determine additional data to be collected	X	X	X	X
Map current reporting requirements-	X			
Map needed reporting	X			
Coalition review of evaluation plan and approval	X			

Identify the Coalition Output Monitoring System

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Train new staff as needed	X	X	X	X
Review and classification of past work for new staff	X	X	X	X
Monitor data for 30 days for new staff	X	X	X	X
Score for the first 30 days for new staff	X	X	X	X
Provide feedback for new staff	X	X	X	X
Monitor data for an additional 30 days for new staff	X	X	X	X
Score second 30 days for new staff	X	X	X	X
Provide feedback for new staff	X	X	X	X
Refine definitions	X	X		
100% of entries at 85% or better reliability	X	X	X	X
Ongoing monitoring/feedback	X	X	X	X

Create a User-Friendly, Customizable Database for Evaluation Data

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Database customization and planning as needed	X			
Staff/member training as needed	X	X	X	X
Ongoing feedback	X	X	X	X

Refinement of Key Community Outcome Data to Collect

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Review existing outcome data	X			
Update plan for using existing data	X	X		
Map existing data to logic model(s) as appropriate	X	X		
Review of community assessment and related materials	X		X	
Preparation of data for year 6-10 application		X	X	
Engage in problem analysis, as needed	X			
Determine problem, risk factors, local conditions, as needed	X			
Develop a logic model, as needed	X	X		
Refinement of logic model inclusive of problem, risk factors, local conditions for year 6-10 application, as needed		X	X	
Determine indicators, as needed			X	
Coalition review and approval				X

Provide Quality Control on Data Collected

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Score data with ongoing feedback	X	X	X	X
First-quarter calibration	X	X		
Second-quarter calibration			X	
Revise metrics (if needed)				X

Coalition Process Evaluation

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Determine definition for capacity outputs (3)	X			
Draft Survey	X			
Review survey with leadership	X			
Coalition approval	X			
Implementation of survey	X			X
Analyze results	X			X
Recommendations	X			X
Implement recommendations		X		
Capacity Assistance	X	X	X	X

Evaluate specific programs-NA-See Above

Enhance Evaluation Data Usefulness for Stakeholders

Activity	Qt. 1	Qt.2	Qt.3	Qt.4	Ongoing
Training on evaluative methodology	X				
Establish an evaluation committee	X				
Incorporate evaluation data in planning		X			
Grant Reports	X		X		X
Templates/data dashboards		X			
Revise templates/data dashboards			X		
Report training for staff/members			X	X	X

Cost

Standard Coalition Evaluation Services **\$8,500.00* (\$708.33/monthly)**

- Logic Model Refinement
- Initiative Evaluation
 - Evaluation capacity support
 - Outputs
 - Documentation
 - Graphing
 - Reporting
- Analysis of Contribution
- Data dig process
- Qualitative data protocol development and related training
- Point in time survey development and analysis
- Action plans related to evaluation developed annually with the coalition

Technology (one site) **\$2,000.00** (\$166.67/monthly)**

- REACH Evaluation
- System Training
- Data Backup

Total **\$10,500.00* (\$875.00/monthly)**

Anticipated in-kind (for both) **\$5,000.00**

- Organizational Assistance
- Sustainability Training
- Sustainability Planning
- Reporting Assistance

*** Prorated by quarter**

****Purchased separately from evaluation services**

*****Plus, actual travel costs, Meal per diem=\$10 for breakfast, \$15 for lunch, \$25 for dinner minus any meals provided by the coalition.**

SERVICES AGREEMENT

This Agreement ("Agreement") is dated as of April 5, 2021 between The Village of Dobbs Ferry whose principal place of business is 112 Main St., Dobbs Ferry, NY 10522 on behalf of the Dobbs Ferry Youth Services Coalition ("Customer") and Epiphany Community Services, ("ECS") with its principle place of the business at 95 N. Main St. Swanton Ohio, 43558. Customer desires ECS to provide the services described in the Agreement.

The parties agree as follows:

1. **SERVICES.** ECS agrees to provide those services described in the Evaluation Proposal Service Schedule (the "Services").
2. **TIME OF PERFORMANCE.** Work under this Agreement shall commence on April 5, 2021 and shall be completed on or before September 30 of each year. This contract will renew automatically October 1 of every year unless it is terminated by ECS or the Customer.
3. **COMPENSATION.** In consideration for the performance of the Services, the Customer shall pay ECS a sum not to exceed \$4,250.00 in the current contract year and \$8,500.00 in subsequent years as long as the contract is uninterrupted (the "Contract Fee") plus actual cost travel expenses related to travel to and from the Customer site, up to the maximum rates set forth in this Agreement. No site visits will be done without prior authorization from the Coalition. We require a 7-day notice of cancellation of an agreed upon site visit. A cancellation after that period will result in an invoice for any and all travel costs that may have been incurred by ECS. Including, but not limited to, airline tickets and lodging deposits. Each installment of the Contract Fee and the actual cost travel expenses including, but not limited to, airfare, mileage, rental car and meals (meals are billed out at \$50.00 per day, per person, \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner and we reserve the right to increase the meal per diem on an annual basis with a 30-day notice) shall be invoiced and payable as follows:

Current Contract Year (April 5, 2021 through September 30, 2021)

- a. Payment of \$ 2,125.00 due upon signing of contract
- b. Payment of \$ 2, 125.00 due August 1, 2021

Subsequent Contract Years (October 1 through September 30 of each year)

- a. Payment of \$ 4,250.00 due October 1st
- b. Payment of \$ 2,125.00 due April 1st
- c. Payment of \$ 2,125.00 due on August 1st

*A separate contract for software services (REACH) must also be signed at a cost of \$2,000.00 annually.

A line-item budget is included as part of the attached Service Schedule. ECS shall send an invoice to Customer at the address provided above by mail or through electronic means which must be paid by Customer within thirty (30) days. If not paid on time, Customer will also be responsible for an administrative fee equal to five percent (5%) of the amount of the invoice, which will be added to the next invoice (unless that is the last invoice, in which case the fee is payable immediately). Failure to remit payment within sixty (60) days shall result in an additional

administrative fee of ten percent (10%) of the amount of the invoice, payable in the same manner.

4. **TERM AND CANCELLATION.** This Agreement shall be effective upon signing by both parties and shall continue until termination. The Agreement may be terminated by the Customer under the following circumstance: (i) at any time upon a demonstration of willful negligence or breach of ECS's obligations under this Agreement which is not rectified within thirty (30) days after notice by Customer to ECS; (ii) for any reason if notified no later than 30 days before the end of each contract year; or (iii) demonstration of significant loss of funding resulting in an inability to continue funding of the Services. In the event of a proper cancellation, the Customer shall have no further liability under this Agreement. ECS may terminate this Agreement if Customer fails to meet its obligations under the Agreement and the breach is not rectified within thirty (30) days after notice by ECS to Customer.
5. **RECORDS.** During the term of this Agreement, and for a period of three years following the termination thereof, ECS shall maintain books and records supporting all expenses incurred under this Agreement which may be reimbursable by Customer. Customer shall have reasonable access to such books and records as required to verify any reimbursable expenses.
6. **CONFIDENTIAL INFORMATION.** ECS acknowledges that, in the performance of this Agreement, ECS may have access to confidential and proprietary information of the Customer including evaluation data and reports (the "Confidential Information"). ECS agrees that during the term of this Agreement and thereafter, ECS shall not disclose the Confidential Information to others and shall not use the Confidential Information except as necessary to carry out ECS's obligations under this Agreement. Upon termination of this Agreement, ECS shall immediately return to the Customer all information and materials belonging to the Customer, including all Confidential Information.
7. **MATERIALS.** In completing the services the parties shall mutually agree on whether ECS will use materials furnished by Customer or those owned and provided by ECS.
 - a. **CUSTOMER MATERIALS.** Customer materials may include materials in printed, electronic or other forms. Customer retains all intellectual property and other rights and title to the Customer materials. Customer materials may be used only in connection with performing the Services. On termination of this Agreement, ECS shall promptly return all existing copies or partial copies of the Customer materials to Customer, and, if applicable, remove them from ECS's computers and shall certify to Customer that all copies or partial copies have been returned or destroyed.
 - b. **ECS MATERIALS.** All ECS materials must be approved by Customer prior to use by ECS. ECS shall submit the materials to Customer for review prior to the commencement of the Services. Customer shall notify ECS of any objections to or rejection of the materials within five business days after receipt indicating the basis on which the materials are unacceptable to Customer. Customer may retain one copy of ECS's materials for archival purposes.
8. **HOLD HARMLESS.** ECS agrees to hold harmless, indemnify and defend the Customer and its officers, trustees, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, to the extent arising out of or relating to the performance of or by the ECS and its employees, agents and representatives under this Agreement.
9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties agree that ECS is and shall be deemed at all times an independent contractor and not an employee, agent or representative of the Customer. All persons employed by ECS shall be employees of and paid by ECS, and neither ECS nor any persons employed by ECS will be eligible for health insurance, sick leave, annual

leave, pension or any other fringe benefit associated with employment with the Customer. The parties further agree that neither party shall be liable for any obligations incurred by the other party.

10. **TAXES.** All income and employment taxes are the responsibility of the ECS. Nothing in this Agreement shall impose any tax liability upon the Customer, including, but not limited to, federal, state and local income taxes, unemployment insurance, or social security tax incurred by ECS. ECS understands and agrees that the Customer shall not withhold from ECS's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to ECS under this Agreement, and that ECS will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state or local, which are legally required to be paid in connection with such payments. ECS further understands and agrees that if ECS fails to pay any applicable taxes, and if as a result, the Internal Revenue Service or any other federal, state, or local government agency assesses taxes and/or interest or imposes a fine and/or penalty against the Customer and/or any of its officers, trustees, directors, members, employees, agents or representatives, then ECS will indemnify, reimburse and hold harmless the Customer and/or any of its officers, trustees, directors, members, employees, agents and representatives for such sums and any reasonable expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty within ten days of being mailed notice of the existence of such assessment or imposition.
11. **PRINTED MATTER.** Except as specifically set forth herein, no documentation which is provided by ECS pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by the Customer without ECS's prior written agreement. Additional copies of printed materials may be obtained from ECS at the charges then in effect.
12. **CONFLICTS OF INTEREST.** ECS affirms that there exists no actual or potential conflict between ECS's family, business or financial interests and the performance of the Services. ECS will notify the Customer of all changes in any such interests during the term of this Agreement. The Customer reserves the right, in its sole discretion, to determine whether or not the interests required to be disclosed by this paragraph will disqualify ECS from performing the Services called for by this Agreement.
13. **REPRESENTATIONS AND WARRANTIES.** ECS warrants and represents that any ECS materials, including any software and documentation will not infringe any third-party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. ECS is authorized to grant end-user licenses and make all necessary modifications to the technology related to the Services. The Customer represents and warrants that any Customer Confidential Information or materials provided to ECS will not infringe any third-party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. The parties shall indemnify, defend and hold each other harmless from and against any liability arising out of its breach of this paragraph, including reasonable attorneys' fees and cost of defense.

Except for the express warranties provided to Customer in this Agreement, ECS makes no other warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.
14. **LIMITATION OF LIABILITY.** In no event shall ECS be liable to Customer or third parties for lost profits, special, incidental, direct, indirect, exemplary, punitive, or consequential damages, even if ECS were aware of the possibility of such damages.
15. **LIMITATION ON DAMAGES.** In no event will ECS' liability exceed the amount paid to ECS by the Customer under this Agreement within the prior three (3) months before the claim arose.

16. **FORCE MAJEURE.** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.
17. **GENERAL PROVISIONS.** If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. The captions and headings in the Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by an authorized representative of the Customer and ECS. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter(s) of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that ECS may not assign any right or obligation under this Agreement without the Customer's prior written consent. Each party agrees that it will cooperate with the other in the performance of this Agreement and in the resolution of any disputes that may arise here from.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties. The parties agree that an electronic or facsimile signature and copy of this Agreement shall be the same as an original.
19. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio.
20. **NOTICES.** Notices by either party may be made by mail or overnight courier to the other party at the address specified above.
21. **AUTHORIZED PERSONS.** The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the Customer and ECS, as the case may be.

[Signatures on following page]

EPIPHANY COMMUNITY SERVICES

CUSTOMER:

By: _____
Its: Vice President of Operations
Date: April 5, 2021

By: _____
Its: _____
Date: _____

ADDITIONAL INFORMATION (IF THE FISCAL AGENT AND CUSTOMER ARE DIFFERENT):

Customer Contact Name/Title

Customer Contact Phone

Customer Contact Email

Customer Web Site

Fiscal Agent (If applicable)

Fiscal Agent Address

Fiscal Agent Contact Name/Title

Fiscal Agent Contact Phone

Fiscal Agent Contact Email

SERVICES SCHEDULE

See Attachment and Additional Terms (below) in this Schedule

SERVICES AGREEMENT

This Agreement, by and between The Village of Dobbs Ferry whose principal address is 112 Main St., Dobbs Ferry, NY 10522 on behalf of the Dobbs Ferry Youth Services Coalition (hereinafter, the "COMPANY") and REACHing Software. (hereinafter, "RS") with its principal place of the business at 95 N. Main St. Swanton Ohio, 43558.

WHEREAS, RS desires to provide the services in accordance with the terms and conditions specified in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES:** RS agrees to provide those services listed including access to online outputs data base hereafter referred to coalition database, 99% up time, technical assistance, support and maintenance, these services are related to and provide support to those services provided by Epiphany Community Services as noted in their contract.
2. **TIME OF PERFORMANCE:** Work under this Agreement shall commence on April 5, 2021 and shall be completed on or before September 30 of each year. This contract will renew automatically October 1 of every year unless it is terminated by RS or the company.
3. **COMPENSATION:** In consideration for the satisfactory performance of the services described in this Agreement, and subject to the limitations provided in the content of this agreement, the Company shall pay RS an initial sum of \$ 1,000.00 and a sum of \$ 2,000.00 for each subsequent year for the coalition database data storage (the "Contract Fee").
 - a. A payment \$1,000.00 is due upon receipt of contact
 - b. A payment is \$ 2,000.00 due upon by October 1 of each year the contract is in effect.

RS shall send an invoice to Company at the address provided above, or any other alternative address stated by the Company, whether electronic or mailing, and said invoice shall be paid as stated herein. Failure to remit payment within thirty (30) days shall result in a penalty of five percent (5%) of the amount of the invoice to be assessed on the next invoice. Failure to remit payment within sixty (60) days shall result in a penalty of ten percent (10%) of the amount of the invoice to be assessed on the next invoice.

The compensation specified in this paragraph shall constitute RS's entire compensation under this Agreement.

4. **TERM AND CANCELLATION.** This Agreement shall be effective upon signing by both parties and shall continue until termination. The Agreement may be terminated by the Company under the following circumstance: (i) at any time upon a demonstration of willful negligence or breach of RS's obligations under this Agreement which is not rectified within thirty (30) days after notice by Company to RS; (ii) for any reason if notified no later than 30 days before the end of the contract year; or (iii) demonstration of significant loss of funding resulting in an inability to continue funding of the Services. In the event of a proper cancellation, the Company shall have no further liability under this Agreement. RS may terminate this Agreement if Company fails to meet its obligations under the Agreement and the breach is not rectified within thirty (30) days after notice by RS to Company.
5. **RECORDS:** During the term of this Agreement, and for a period of three years following the termination thereof, RS shall maintain books and records supporting all expenses incurred under this Agreement which may be reimbursable by Company. Company shall have reasonable access to such books and records as required to verify any reimbursable expenses.
6. **CONFIDENTIAL INFORMATION:** RS acknowledges that, in the performance of this Agreement, RS may have access to confidential and proprietary information of the Company and its End Users, including, but not limited to, evaluation data and reports (hereinafter the "Confidential Information"). RS agrees that during the term of this Agreement and thereafter, RS shall not disclose the Confidential Information to

others and shall not use the Confidential Information except as necessary to carry out RS's obligations under this Agreement. Upon termination of this Agreement, RS shall immediately return to the Company all information and materials belonging to the Company, including all Confidential Information.

7. **MATERIALS:** In completing the services as provided herein, the parties shall mutually agree on whether RS will use materials furnished by Company or those owned and provided by RS.
 - a. **COMPANY MATERIALS:** Company materials may include materials in printed, diskette, electronic or other forms. Company retains any and all right, title and interest, including copyright, in and to the Company materials. Company materials may be used only in connection with completing the services under this agreement, and may not be otherwise copied, reproduced, downloaded on a computer, or distributed to third parties. Upon completion of the services stated herein or termination of this Agreement, in accordance with Paragraph 4 of this agreement, RS shall immediately return all existing copies or partial copies of the Company materials to Company, and, if applicable, remove them from RS's computers, and shall certify to Company that all copies or partial copies have been returned or destroyed.
 - b. **RS MATERIALS:** All RS materials must be approved by Company prior to use by RS in completing the services under this Agreement. RS shall submit the materials to Company for review prior to the commencement of the services as set forth in this Agreement. Company shall notify RS of its approval or rejection of the materials within five business days after receipt. Company may retain one copy of RS's materials for archival purposes and may provide copies, upon request, to participants affiliated with the services provided herein.
8. **HOLD HARMLESS:** RS agrees to hold harmless, indemnify, and defend the Company and its officers, trustees, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of or by the RS and its employees, agents and representatives under this Agreement, including any intellectual property claims.
9. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties agree that RS is and shall be deemed at all times an independent contractor and not an employee, agent or representative of the Company. All persons employed by RS shall be employees of and paid by RS, and neither RS nor any persons employed by RS will be eligible for health insurance, sick leave, annual leave, pension or any other fringe benefit associated with employment with the Company. The parties further agree that neither party shall be liable for any obligations incurred by the other party.
10. **TAXES:** All income and employment taxes are the responsibility of the RS. Nothing in this Agreement shall impose any tax liability upon the Company, including, but not limited to, federal, state and local income taxes, unemployment insurance, or social security tax incurred by RS. RS understands and agrees that the Company shall not withhold from RS's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to RS under this Agreement, and that RS will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state or local, which are legally required to be paid in connection with such payments. RS further understands and agrees that if RS fails to pay any applicable taxes, and if as a result, the Internal Revenue Service or any other federal, state, or local government agency assesses taxes and/or interest or imposes a fine and/or penalty against the Company and/or any of its officers, trustees, directors, members, employees, agents or representatives, then RS will indemnify, reimburse and hold harmless the Company and/or any of its officers, trustees, directors, members, employees, agents and representatives for such sums and any reasonable expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty within ten days of being mailed notice of the existence of such assessment or imposition.
11. **Printed Matter:** Except as specifically set forth herein, no documentation which is provided by RS pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in

whole or in part by the Company without RS's prior written agreement. Additional copies of printed materials may be obtained from RS at the charges then in effect.

- a. **Proprietary Notices.** The Company agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Company database or output generated by the Coalition database and to reproduce and include same on each copy.
 - i. **No Reverse Engineering.** The Company agrees not to modify, reverse engineer, disassemble, or decompile the Coalition database, or any portion thereof.
 - ii. **Ownership.** The Company further acknowledges that all copies of the Coalition database or any portion thereof, in any form provided by RS or made by the Company are the sole property of the RS. The Company shall not have any right, title, or interest to the Coalition database or copies thereof except as provided in this Agreement and, further, shall exercise reasonable care to secure and protect all products consistent with maintenance of RS's proprietary rights therein.
 - iii. **Data submitted by End Users.** RS agrees that all data submitted by End Users and the Company to the Coalition database are the property of that party. RS may not use, sell, reveal or otherwise access data submitted by End Users or the Company for any purpose outside the scope of this Agreement without the express written consent of the party submitting data.

12. OWNERSHIP OF INTELLECTUAL PROPERTY: RS retains all ownership of all proprietary rights to the Reach Evaluation Software. Upon full payment of the fees, RS will grant to "Client" a license to use the Software in its own business in accordance with the Software License Agreement

13. CONFLICTS OF INTEREST: RS affirms that there exists no actual or potential conflict between RS's family, business or financial interests and the performance of Services under this Agreement. RS will notify the Company of all changes in any such interests during the term of this Agreement and any amendments thereto. The Company reserves the right, in its sole discretion, to determine whether or not the interests required to be disclosed by this paragraph will disqualify RS from performing the Services called for by this Agreement.

14. REPRESENTATIONS AND WARRANTIES. RS warrants and represents that any RS materials, including any software and documentation will not infringe any third party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. RS is authorized to grant end-user licenses and make all necessary modifications to the technology related to the Services. The Company represents and warrants that any Company Confidential Information or materials provided to RS will not infringe any third party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. The parties shall indemnify, defend and hold each other harmless from and against any liability arising out of its breach of this paragraph, including reasonable attorneys' fees and cost of defense.

Except for the express warranties provided to Company in this Agreement, RS makes no other warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

15. LIMITATION OF LIABILITY. In no event shall RS be liable to Company or third parties for lost profits, special, incidental, direct, indirect, exemplary, punitive, or consequential damages, even if RS were aware of the possibility of such damages.

16. LIMITATION ON DAMAGES. In no event will RS' liability exceed the amount paid to RS by the Company under this Agreement within the prior three (3) months before the claim arose.

17. FORCE MAJEURE: If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental

action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

18. **GENERAL PROVISIONS.** If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. The captions and headings in the Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by an authorized representative of the Company and RS. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter(s) of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that RS may not assign any right or obligation under this Agreement without the Company's prior written consent. Each party agrees that it will cooperate with the other in the performance of this Agreement and in the resolution of any disputes that may arise here from.
19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties. The parties agree that an electronic or facsimile signature and copy of this Agreement shall be the same as an original.
20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio.
21. **NOTICES.** Notices by either party may be made by mail or overnight courier to the other party at the address specified above.
22. **AUTHORIZED PERSONS.** The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the Company and RS, as the case may be.



RS Signature

Deacon D. Dzierzawski

Printed Name

April 5, 2021

Date

Company Signature

Printed Name

Date

ADDITIONAL INFORMATION:

Company Contact Name/Title

Company Contact Phone

Company Contact Email

Company Web Site

Fiscal Agent (If applicable)

Fiscal Agent Address

Fiscal Agent Contact Name/Title

Fiscal Agent Contact Phone

Fiscal Agent Contact Email

WHEREAS, Dobbs Ferry Youth Services Coalition has referred a proposal dated February 15, 2021 to the Board of Trustees from Epiphany Community Services with an address at 95 N. Main Street, Swanton, Ohio 43558 to provide detailed and itemized outcome-based evaluation services to the Coalition for an annual fee of \$10,500.

RESOLVED, that the Board of Trustees hereby recommends acceptance of the proposal dated February 15, 2021 by Epiphany Community Services of 95 N. Main Street, Swanton, Ohio 43558 for evaluation services in support of the Dobbs Ferry Youth Services Coalition and authorizes the Interim Village Administrator to execute all necessary agreements in furtherance of the scope of services as described in said proposal, with all fees to be paid from grant funds held by the Village for the benefit of the DFYSC and provided that the agreements are acceptable to the Village Attorney.