

Independent Contractor Agreement

Agreement made this _____ day of _____, 2011 by and between

THE VILLAGE OF CROTON-ON-HUDSON, a municipal corporation having its principal place of business at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter referred to as the "Village")

and

STUDENT ASSISTANCE SERVICES CORPORATION, a New York State not-for-profit corporation duly organized under the laws of New York State having its principal place of business and office at 660 White Plains Road, Tarrytown, New York 10591 (hereinafter referred to as the "Agency").

WHEREAS, the Village has received a grant from the U.S. Department of Health Human Service and Substance Abuse and Mental Health Services Administration, under the Drug Free Communities Support Program, to provide programming in the community to confront the risk factors which increase the risk of youth substance abuse; and

WHEREAS, the Agency has agreed to participate in said programming, and to perform all services contemplated under this Agreement; and

WHEREAS, The Village and the Agency desire to contract as herein provided,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

First. The Agency agrees to perform all services under the Agreement as provided and described in Schedule "A", which is attached hereto and made a part hereof.

Second. It is expressly understood and agreed upon that the Agency shall be compensated pursuant to this Agreement only for those services rendered in conjunction with this Agreement.

In return for the services pursuant to Paragraph 1, the Village agrees to pay the Agency an amount not to exceed SIXTEEN THOUSAND TWO HUNDRED THIRTY DOLLARS (\$16,230.00) as provided in the approved grant budget, as provided for and described in Schedule "B", which is attached hereto and made a part hereof.

The Agency will be reimbursed for costs, as outlined in the approved grant budget. The method of payment shall be by check, upon the Village's receipt of invoice and Village

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

voucher, and upon approval of the Project Director. The Agency will submit reimbursement requests on a monthly basis. In no event shall final payment be made to the Agency prior to the completion of all professional services, the submission of all required reports and the approval of same by the Project Director.

The Agency is solely responsible for all applicable taxes with respect to the sums paid under this Agreement. The Agency will indemnify the Village of Croton-on-Hudson and hold the Village of Croton-on-Hudson harmless from any claims of any taxing authority with respect to such compensation. The Agency will not participate in any of the fringe benefit programs maintained by the Village of Croton-on-Hudson for the benefit of its employees.

Third. All services rendered and work performed by the Agency shall be under the direction and subject to the complete approval of the Project Director.

Fourth. This Agreement shall not render Contractor an employee, partner, agent of or a participant in a joint venture with the Village for any purpose. It is the intent of the parties that Agency shall have no claim against the Village hereunder or otherwise for any fringe benefits including but not limited to vacation pay, sick leave, retirement benefits or credits, unemployment insurance benefits or employee benefits of any kind. The Village shall withhold and remit all federal income taxes, state income taxes and employment taxes with respect to the compensation paid hereunder to the Agency.

The parties further acknowledge as follows:

- (a) Village is not requiring that Agency work exclusively for the Village, and any work provided by Agency exclusively for the Village is at Agency's own choosing for the term of this Agreement.
- (b) Village has provided no training for Agency.
- (c) Agency's services do not call for the provision of tools or benefits to be provided, and Village has not provided any.
- (d) Except as otherwise provided in this Agreement, Village has not dictated the time of performance of Agency's services

Fifth. The Agency represents, warrants and agrees that the Budget attached hereto as part of Contract Schedule "B" lists anticipated true and correct costs of personnel and other costs of service to be rendered by the Agency in providing the services set forth in Contract Schedule "A". The Agency shall advise the Village in advance of any changes in services to be provided and no modification that results in diminishment, increment or addition of services, or in the costs of rendering such services, shall be made without the consent of the Village and the Project Director.

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

Sixth. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Seventh. The failure of either party in any or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment, to any extent, or the right to assert or rely upon any such terms, provisions or options on any future occasion.

Eighth. The Agency agrees to maintain records of services provided under the Agreement, and that said records shall become property of the Village upon completion of the Agreement.

Ninth. The Agency hereby represents and warrants that it is in full compliance with all applicable federal, state, or local rules or regulations, which pertain to this Agreement. The Agency shall have no authority to act on behalf of the Village or to bind the Village in any way whatsoever.

Tenth. Agency hereby agrees to indemnify, defend and hold harmless the Village, its affiliates, officers, agents, employees and designees from and against all judgments, orders, awards, losses, claims, liabilities, injuries, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Village may sustain or incur by reason of the performance of the services hereunder or by the acts or omission of Agency, his agents, and employees, if and to the extent such actions:

- (a) Result in bodily injury, sickness, disease or death; or
- (b) Result injury to or destruction of real or personal property, including loss of use thereof, theft, misuse or misappropriation; or
- (c) Result in a breach of any of the terms of this Agreement.

The Agency hereby agrees to maintain the insurance described in Section 13 hereof during the term hereof.

Eleventh. This Agreement does not grant the Agency an exclusive privilege or right to supply services to Village.

Twelfth. Documentation for all approved expenses submitted for reimbursement will be maintained by the Agency, in accordance with the NIH Grants Policy Statement.

Thirteenth. The Agency shall provide proof of Workers' Compensation, New York State Disability Insurance, Commercial General Liability Insurance, Professional

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

Liability Insurance, and Automobile Liability Insurance coverage, at no cost to the Village. A Certificate of Insurance will be provided naming the Village as additional insured as pertains to the services provided under this Agreement.

Fourteenth. The Agency expressly agrees:

that in the hiring of employees for the performance of work under this Agreement, no agency, sub-agency, nor any person acting on behalf of such agency, or sub-agency, shall by reason of race, color, creed, sex, sexual orientation, national origin, age, disability, marital status, genetic predisposition or carrier status discriminate against any person who is qualified and available to perform the work to which the employment relates; and

that no agency, sub-agency, nor any person acting on their behalf shall, in any manner, harass or intimidate any employee hired for the performance of work under this Agreement on the basis of race, color, creed, sex, sexual orientation, national origin, age, disability, marital status, genetic predisposition or carrier status.

Fifteenth. This Agreement may be terminated by either party upon written notification. In such event, the Agency shall be compensated and the Village shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. In addition, if the Agency is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Village, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Village at any time may terminate the engagement of the Agency immediately and without written notice to him.

Sixteenth. Notices: Any communication or notice required to be given hereunder will be deemed given, when actually delivered by certified or registered mail, to the addresses listed below:

If to the Village: Abraham J. Zambrano, Village Manager
The Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520

If to the Agency: Ralph Pasacrita
Chief Financial Officer, Chief Administrative Officer
Student Assistance Services Corporation
660 White Plains Road
Tarrytown, New York 10591

Seventeenth. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, or for any reason invalid or

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

unenforceable, such provision or provisions shall be deemed to be null and void and the remainder of this Agreement shall, to the extent practicable, be in full force and effect. The parties specifically declare that they would have entered into this Agreement if such void provision(s) if any, had been entirely omitted.

Eighteenth. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Nineteenth. This Agreement may not be assigned without the Village's prior written consent.

Twentieth. The Agency understands and agrees to abide by all provisions of the Grant Award (Award Number _____) made to the Village of Croton-on-Hudson by the U.S. Department of Health and Human, Services Substance Abuse and Mental Health Services Administration, as the provisions apply to sub-awards, unless the context specifically indicates otherwise. The aforementioned Grant Award is attached hereto and made a part hereof as Contract Schedule "C".

Twenty-first. The Agency agrees to maintain receipts and records for direct project expenditures, and maintain books of account, which provide for a segregation of costs attributable to this project. The Agency will expend funds in accordance with the approved grant budget, and will follow the requirements for allowable costs as outlined in the NIH Grants Policy Statement. The Agency must observe NIH guidelines for budget changes and modifications.

Twenty-second. This Agreement constitutes the entire Agreement between the Village and the Agency with regard to the subject matter hereof, and supercedes all prior negotiations, representations, Agreements or understandings, either written or oral. No amendment, extension, or change of the Agreement shall be binding unless in writing and signed by both parties.

Twenty-third. The term of this Agreement shall commence on the 1st day of October 2011 and shall terminate on the 28th day of September 2012.

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

IN WITNESS WHEREOF, this Agreement has been executed by the parties at Croton-on-Hudson, New York.

VILLAGE OF CROTON-ON-HUDSON

STUDENT ASSISTANCE SERVICES
CORPORATION

By _____
Leo A.W. Wiegman
Mayor

By _____
Ellen R. Morehouse
Executive Director

Date _____

Date _____

Federal Tax I.D. #: 13-3264779

INDEPENDENT CONTRACTOR AGREEMENT, CONTINUED

Croton Community Coalition
Schedule "A"

The services to be delivered by SAS (the Agency) are divided into two categories: Technical Assistance and Reporting, and Evaluation.

Technical Assistance and Reporting

Work performed by Judith Mezey

1. Assist in preparing program reports for CSAP.
2. Provide technical assistance on coalition development and implementation of project objectives

Evaluation

Work performed by Bonnie Fenster or other staff person to be determined

1. Collect and analyze process and outcome data on program components including:
 - a. Sector outreach
 - b. Teen Leadership Council
 - c. Social Media campaign
 - d. Community outreach
 - e. Sustainability training
 - f. Community mapping
 - g. Assessment of community awareness and attitudes
 - h. Youth survey administration
 - i. Media campaigns
 - j. Student events
 - k. Drug take back days
 - l. Prevention statues campaign
 - m. School prevention fact of the month
 - n. Policy discussions
 - o. Alcohol/marijuana awareness program
 - p. Adopt-a-store
 - q. Compliance checks
 - r. Responsible beverage server training.