

**CONTRACT AGREEMENT BETWEEN THE CITY OF MOUNT VERNON, NEW YORK
AND
FRIENDS OF MOUNT VERNON ARTS, RECREATION, AND YOUTH PROGRAMS INC.
FOR THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) FUNDS IN RESPONSE TO
THE CORONAVIRUS DISEASE 2019 (COVID-19) AND ITS NEGATIVE ECONOMIC
IMPACTS TO HOUSEHOLDS AND NON-PROFITS**

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This Contract (the "Contract") is entered into this September 1, 2023 by and between **THE CITY OF MOUNT VERNON**, a municipality within the State of New York, with its principal office at City Hall Roosevelt, Mount Vernon, New York, 10550 (hereinafter referred to as "client") and **FRIENDS OF MOUNT VERNON ARTS, RECREATION, AND YOUTH PROGRAMS INC.** a non-profit organization with offices at, 1 Roosevelt Square, Mount Vernon, NY 10550 (herein after referred to as the "subrecipient").

WHEREAS, on March 11, 2021, Congress enacted the American Rescue Plan Act of 2021 ("ARPA") to provide additional relief to address the continued impact of COVID- 19 (i.e., coronavirus disease 2019) on the economy, public health, state and local governments, individuals, and businesses; and

WHEREAS, the City has received ARPA funds and desires to provide assistance to nonprofit organizations to respond to the negative economic impacts of the COVID-19 public health emergency; and

NOW, THEREFORE, in consideration for the mutual promises exchanged and acknowledged herein, the parties hereto agree as follows:

1. TERM:

The term of this Agreement will commence on June 1, 2024 and end July 30, 2025 unless terminated sooner as provided in Section 24 hereof.

2. PURPOSE:

The Friends of Recreation will utilize ARPA funds to fund programming that provides opportunities for youth to learn and participate in team sports activities. This may include educational instruction necessary to prepare youth to participate in team sports.

Maximum Liability. In no event shall the City provide funds to the Subrecipient in excess of \$50,000.00. The Contract Amount shall constitute the maximum amount to be provided to the Subrecipient by the Client for all of the Subrecipient's obligations hereunder.

- (a) Compensation Firm. The maximum liability of the City is not subject to escalation for any reason. The Contract Amount is firm for the duration of the Contract and is not subject to escalation for any reason unless the Contract is amended by the Parties in writing.

(b) Payment Methodology. The Subrecipient shall be compensated for actual costs based upon the budget, not to exceed the Contract Amount.

a. Invoices. Upon progress toward the completion of the services as described herein and prior to any payment for allowable costs, the Subrecipient shall submit invoices and any supporting documentation as requested by the city to demonstrate that, the funds are being used-as required by this subrecipient. Such invoices-shall be submitted quarterly and indicate the amount charged to each line item for the period invoice and the total amount charged under the Contract to date. Invoices shall be submitted and shall be paid by the City within 30 days from the date of such invoice provided to the City contact person. All invoices and any supporting documentation shall be sent to:

Department of Planning and Community Development
1 Roosevelt Square, Mount Vernon, NY 10550
Attn: Commissioner James Rausse

Expenditure Report. The Subrecipient shall submit an annual contract expenditure report, which details the services funded under this Contract, within 45 days of the end of the calendar year. The report shall be in a form and substance reasonably acceptable to the City and be prepared by a Certified Public Accounting Firm or the Chief Financial Officer of the Subrecipient.

To the extent applicable, Recipient's financial management system and accounting procedures shall meet the requirements of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time.

(c) Payment of Invoice. The payment of any invoice by the City shall not prejudice the City right to object in good faith to the invoice or any matter in relation thereto. Such payments by the City shall neither be construed as acceptance of any part of the services provided nor as an approval, of the cost included therein.

(d) Unallowable Cost. The Subrecipient's invoice shall be subject to reduction for amounts included in any invoice or payments previously made by the City which are determined by the City, on the basis of audits or monitoring conducted in accordance with the terms of the Contract, to constitute unallowable costs.

3. FUNDING SOURCE

The City will provide funding not to exceed \$60,000.00 from the United States Treasury Coronavirus American Rescue Plan Act.

4. SPECIFIC SERVICES

Subrecipient hereby agrees to perform all services in accordance with the scope of work outlined in the contract agreement to the City of Mount Vernon Department of Planning and Community Development as needed and as expeditiously as is consistent with professional skill and care.

5. GENERAL SCOPE OF WORK/DELIVERABLES

The Friends of Mount Vernon Arts, Recreation, and Youth Programs Inc. will utilize ARPA funds to fund programming that provides opportunities for youth to learn and participate in team sports activities. This may include educational instruction necessary to prepare youth to participate in team sports.

The funded program will aim to foster the following:

- Physical health and well-being – Increasing physical activity and positive relationships to one’s body.
- Mental health and well-being – Improving outcomes related to youth mental health, and social and emotional skills development and connectedness.
- Employment – Increasing qualifications and skills, such as collective problem solving, teamwork, and dispute resolution, which help prepare youth for suitable employment.
- Community cohesion – Breaking down barriers to reduce discrimination, crime, and violence in communities, and help young leaders emerge.

The Friends of Mount Vernon Arts, Recreation, and Youth Programs Inc. will contract with local nonprofit or community-based organizations, directly for up to \$20,000 per award. Funding may provide general operating support to give programs flexibility to efficiently allocate resources for quality programming.

Approved costs include but are not limited to the following:

- Coaches/instructors/direct service staff/mentors (including training/professional development).
- Referee fees.
- Purchase of equipment or uniforms.
- Capital investment (e.g., swimming facilities, fields, fences, storage, lighting).
- Instruction or coaching necessary to support youth’s ability to participate in team sports.
- Facility/field space.
- Transportation

Programs eligible for funding must meet the criteria below:

- Provide team sports activities for youth under age 21 (includes youth who have developmental disabilities) in under-resourced communities.
- Serve youth in Mount Vernon.
- Have a child protection policy in place that includes adherence to local city, agency, school district, and state child protection guidelines.

- Collect registration data, including participant demographic information.

COMPENSATION

- (a) Award amount (\$30,000.00) dollars upon contract full execution;
- (b) Award amount (\$30,000.00) upon project completion.
- (c) subrecipient shall submit to the City of Mount Vernon Department of Planning and Community Development written invoices which detail the services performed and the time expended on each project. Further, the subrecipient shall prepare a voucher with supporting documentation for the work completed during that time period.
- (d) Recipient shall comply with the requirements and standards of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as may be amended from time to time.
- (e) Prior to making any payment hereunder, the Client shall determine that the amount claimed on requisition for payment and voucher submitted by Subrecipient is accurate and covers Subrecipient for services rendered pursuant to this Contract.
- (f) Payments shall be made within 30 days of the city approving the requisition for payment form and voucher.

Notwithstanding the foregoing, all payments shall be subject to the normal payment process as per the subrecipient's normal practices and the City Code. Thus, subrecipient's acknowledges that the deadlines for payments shall be subject to the subrecipient's normal payment practices and thus any delayed payment shall not be considered a material breach.

6. INDEPENDENT CONTRACTOR AGREEMENT

This Contract shall not render subrecipient an employee, partner, agent of or a participant in a joint venture with the City or Department of Planning and Community Development for any purpose. It is the intent of the parties that Subrecipient shall have no claim against the City 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. It is understood and agreed that in entering into this Contract and in rendering services pursuant thereto, Subrecipient shall have the status of an independent subrecipient and nothing herein contained shall contemplate or constitute Subrecipient as an employee, partner or agent of Client.

7. TERM OF AGREEMENT

This Agreement shall be for a term as previously stated. In the event Subrecipient refuses or fails to provide services hereunder or has breached or is in default of any of the terms hereunder, Client will have, among other rights and remedies, which are expressly herein reserved, the right to terminate the Contract without further obligation to Subrecipient.

If Subrecipient is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may, without written notice, terminate this Agreement. Subrecipient shall be paid for all work successfully rendered to the date of termination, and all expenses

pre-approved in writing. Subrecipient shall not be compensated for its unearned profit or overhead.

8. SUBRECIPIENT'S REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to Client that:

- (a) It has the authority to enter into this Agreement and perform the Services provided for herein;
- (b) That it will comply with all applicable Federal, New York State, County and Municipal laws and ordinances;
- (c) It will use its best efforts in providing the services herein;
- (d) That it shall perform the services described herein expeditiously, as is reasonably possible, and with due consideration of the time requirements of the Client;
- (e) That despite the fact that Subrecipient may have previous commitments to other clients that it shall nonetheless perform the services hereunder within the time periods required by law; and
- (f) It will use its best efforts to be promptly responsive to the Client.
- (g) Consultant will make no representations, warranties, or commitments binding Client without prior approval from Client.

9. COMPETENT WORK

All work and services provided by Subrecipient will be done in a competent fashion in accordance with applicable standards of the profession and all services are subject to final approval by the Client's Department of Planning and Community Development and/or its respective representative.

10. ASSIGNMENT AND SUBCONTRACTING

The Subrecipient acknowledges that the City has entered into this Agreement based on facts and representations made by Subrecipient and based upon Subrecipient's ability to perform the work as promised. Therefore, Subrecipient may not subcontract any work without prior written approval of the City. In addition, Subrecipient shall not assign any of its rights, interests, or obligations under this Agreement without the prior express written consent of the City.

11. MONITORING OF PERFORMANCE

The City shall have the right during the term of this Contract and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Subrecipient have been provided as agreed. The Subrecipient shall maintain all records required by this

paragraph for seven years after the date this Contract is terminated or ends.

12. ASSISTANCE TO BE PROVIDED BY CLIENT

It is understood and agreed upon that the Client shall use good faith efforts to provide the Subrecipient with access to public records, documents and other information of the Client where required by the Subrecipient for the proper performance of the professional services to be rendered hereunder.

It is also understood that Client shall provide access to appropriate officials and/or employees of Client as may be needed by Subrecipient to gather information or feedback that may be necessary for the completion of the Subrecipient's services hereunder.

13. NON-DISCRIMINATION

The Subrecipient acknowledges receipt of a copy of the City Equal Employment Opportunity Statement. The Subrecipient assures the City of Mount Vernon, NY that it will comply with all applicable laws and regulations prohibiting discrimination in employment on the grounds of race, religion, creed, color, national origin, sex, disability, marital status and other non-merit factors. The Subrecipient understands and agrees that the understanding or agreement to which this assurance relates can be terminated upon a finding by any governmental agency that the undersigned is in violation of applicable discrimination laws and that such finding will also disqualify the Subrecipient from future contracts with the Client. The Subrecipient certifies to the Client that there is no pending or outstanding decision, ruling or order against the Subrecipient finding the Subrecipient in violation of laws against discrimination nor is any such action pending or threatened.

The provisions of this paragraph shall apply to all of the Subrecipient's subcontractors, and the Subrecipient shall attach the provisions of this paragraph to any subcontract which is executed pursuant to this agreement. This subparagraph shall not be construed to limit the applicability of any portion of this rider or the agreement to subcontractors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The City of Mount Vernon, NY will take positive action to ensure equal employment opportunity without regard to age, race, religion, creed, color, national origin, sex, disability, marital status, and other non-merit factors in compliance with state and federal law. The activities encompassed by the Affirmative Action Plan include advertising, recruiting, interviewing, testing, training, transfers, compensation, promotion, discipline, termination, employee benefits, supplier relations, access to programmatic benefits, and maintenance of City of Mount Vernon, NY facilities on a nondiscriminatory basis.

City of Mount Vernon, NY will employ all necessary procedures to ensure that this employment policy continues to be fully supported and expects that all elected or appointed department heads, in all activities, undertake a personal commitment to assure themselves that the principles of equal employment opportunity are fully implemented in every action they take.

14. INSURANCE

The Subrecipient shall, at its own expense, maintain in full force and effect during the term

of this Contract policies providing all applicable insurance coverage(s), at minimum, in the limits listed below:

- (a) Workers' Compensation and Disability Benefits: Statutory
- (b) Employer's Liability or similar insurance: \$1,000,000 each occurrence
- (c) Automobile Liability (owned and non-owned), Bodily Injury, and Property Damage: \$1,000,000 aggregate, and \$1,000,000 each occurrence
- (d) Commercial General Liability, including broad form contractual liability, products/completed operations, bodily injury, and property damage: \$2,000,000 aggregate, and \$1,000,000 each occurrence
- (e) Professional Liability (if commercially available for your profession): \$1,000,000 aggregate, and \$1,000,000 each claim

Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Client who have been fully informed as to the nature of the services to be performed. Except for Workers' Compensation and Professional Liability, the Client shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of the Subrecipient and not those of the Client. The Subrecipient irrevocably waives all claims against the Client for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Clause 6. The provision of insurance by the Subrecipient shall not in any way limit the Subrecipient's liability under this agreement. The Subrecipient shall attach to this agreement certificates of insurance evidencing the Subrecipient's compliance with these requirements.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede the Subrecipient's start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- The Subrecipient will maintain similar insurance for at least three years following final acceptance of the services; and
- If the insurance is terminated for any reason, Subrecipient shall obtain replacement insurance within thirty days, in the absence of which Subrecipient shall be in breach of this Contract.

15. GOVERNING LAW

This Contract shall be governed by the laws of the State of New York. The Subrecipient shall comply with all applicable Federal, State, and local laws and regulations. All disputes relating to this Contract shall be heard in a court of competent jurisdiction having venue in Westchester County.

16. CONFLICT OF INTEREST

The Subrecipient warrants that no part of the total Contract Amount shall be paid, directly or indirectly to an employee or official of the City/County as wages, compensation or gifts in

exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Subrecipient in connection with any work contemplated or preformed relative to this Contract.

17. OTHER FEDERAL PROGRAM REQUIREMENTS

The Subrecipient shall carry out the Services and work performed hereunder in compliance with all applicable federal laws and regulations, which are incorporated into the Contract by this reference, as they may be amended from time to time, including, but not limited to:

- Public Law 88-352 - Title VI of the Civil Rights Act of 1964, as amended.
- Public Law 90-284 - Title VIII of the Civil Rights Act of 1968.
- Executive Order 11063 (as amended by Executive Order 12259).
- National Flood Insurance Program (as set forth in the Florida Disaster Protection Act of 1973).
- Displacement, Relocation Assistance and Real Property Acquisition (as set forth in 49 CFR Part 24 and 24 CFR Part 42).
- Equal Employment and Contracting Opportunities:
 - Executive Order 11246 (as amended by Executive Orders 11375, 11478, 12107, and 12088, and supplemented by 41 CFR Part 60).
 - Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u)
- Lead Based Paint Poisoning Prevention (as set forth in 24 CFR Part 35).
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors [in accordance with Executive Orders 12549 and 12689, and as set forth in 24 CFR Part 29 and 29 CFR 5.12(a)(1)].
- Nondiscrimination Based on Age or Handicap (as set forth in the Age Discrimination Act of 1975, as amended, and 24 CFR Part 146).
- Section 504 of the Rehabilitation Act of 1973.
- Environmental Protection Agency Regulations National Environmental Policy of 1969.
- Title 24, Code of Federal Regulations, Volume 1, Part 135.
- Byrd Anti-Lobbying Amendment (31 USC 1352).
- Clean Air Act, 942 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

18. CONFIDENTIALITY

In the course of performing services, the parties recognize that Subrecipient may come in contact with or become familiar with information to which the Client or its affiliates may consider confidential. Subrecipient agrees to keep all such information confidential and not to discuss or divulge any of it to anyone other than appropriate City personnel or their designees.

19. RECORDS

The Subrecipient shall maintain documentation for all charges to the Client under this

Contract. The books, records and documents insofar as they relate to the services performed or money received under this Contract, shall be maintained for a period, of three (7) full years from the date of final payment. The books, records and documents of the Subrecipient, insofar as they relate to the services performed or money received under this Contract, shall be subject to audit at any reasonable time and upon reasonable notice by the Client or its duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

20. REPORTS

Any and all reports, manuscripts and any other work product, whether completed or not, that are prepared or developed by the Subrecipient under this Contract, become the property of the Client and shall be turned over to the Client promptly at the Client's request or at the termination of the Contract, whichever is earlier.

21. FORCE MAJEURE

Both parties recognize that their respective obligations herein may be affected by situations traditionally deemed matters of a force majeure nature and neither of the parties shall be liable under these circumstances.

22. INDEMNIFICATION

Subrecipient hereby agrees to indemnify, defend and hold harmless the Client, its affiliates, elected and appointed officials, officers, agents, employees and designees (collectively, the "Indemnities") from and against all judgments, orders, awards, losses, claims, liabilities, injuries, costs, damages and expenses, including, but not limited to, court costs and reasonable attorneys' fees, which the Client may sustain or incur by reason of the performance of Subrecipient's services hereunder or by the acts or omission of Subrecipient, his agents, assigns, affiliates and employees.

23. ABANDONMENT OF THE PROJECT

Client shall have the right to abandon or indefinitely postpone the project or the Subrecipient's services at any time. In such event, the Client shall give written notice of such abandonment. The Subrecipient shall present to the Client a complete report of said proposed job closure and its costs, and the Client in its sole discretion may approve or disapprove all or any part of said expense. Such additional time shall not exceed ten percent (10%) of the total time expended to the date of notice of termination.

Should the project or any portion thereof be abandoned or postponed, the Client shall pay the Subrecipient for all services fully and completely performed at the time of abandonment/postponement in accordance with the terms of this Agreement.

24. TERMINATION

The Client or the Subrecipient may terminate this Agreement with or without cause at any time by written 10-day written notice by certified mail to the Subrecipient. In addition, if Subrecipient is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Contract, the Client at any time may terminate the engagement of the Consultant immediately and without written notice to him.

25. WAIVER

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

26. GENERAL TERMS AND CODITIONS

The failure of either party in any or more instances to insist upon strict performance of any of the terms and provisions of this Contract, 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 occasions.

27. INTELLECTUAL PROPERTY RIGHTS

Subrecipient shall execute any and all documents required to fully assign copyright or intellectual property interest in and to works created pursuant to this Contract to Client. Solely for the purposes of any applicable copyright law, all such works shall be deemed "works made for hire" and owned by Client. If for any reason, such works are determined not to be "works made for hire", then all rights, titles and interest therein and thereto, including all copyrights therein are hereby deemed irrevocably transferred to Client and Subrecipient hereby irrevocably appoints Client as its attorney-in-fact for the purpose of executing such assignments in Subrecipient's name.

28. OWNERSHIP

All plans, improvements, or inventions developed by Consultant for this project during the term of this Agreement shall belong to Client and shall be deemed for federal copyright law purposes "work for hire".

29. EXCLUSIVE PRIVILEGE OR RIGHT

This Contract does not grant Subrecipient an exclusive privilege or right to supply services to Client. Subrecipient shall not make any representations, warranties, or commitments binding Client without prior written approval from Client.

30. NOTICES

Any and all notices, invoices and payments required hereunder shall be addressed to the parties at their respective addresses as set forth below or such other address as may be designated in writing by either party.

Subrecipient: Friends of Mount Vernon Arts, Recreation, and Youth Programs Inc.
1 Roosevelt Square,
Mount Vernon, NY 10550
Attention: Kathleen Walker-Pinckney

Client: City of Mount Vernon
Department of Planning and Community Development
One Roosevelt Square,
Mount Vernon, New York 10550
Attention: James Rausse, Commissioner

31. ENTIRE AGREEMENT

This contract and any exhibits or attachments constitutes the entire Contract between the Client and the Subrecipient with regard to the subject matter hereof and supersede all prior negotiations, representations, agreements or understandings either written or oral. No amendment, extension, or modification of the Agreement shall be binding unless in writing and signed by both parties.

32. ASSIGNMENT

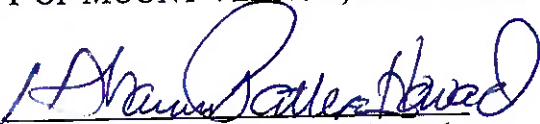
Nothing in this Contract shall be construed to permit the assignment by Subrecipient of any of his obligations hereunder to any third party without the Client's prior written consent, which may be withheld by Client in its sole discretion.

33. UNENFORCEABLE PROVISIONS

If any provision of this Agreement or any portion hereof is held to be invalid and unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS **WHEREOF**, the parties hereto have caused this Agreement to be executed in three original copies on the day and year first above written.

CITY OF MOUNT VERNON, NEW YORK

By: 
Mayor Shawyn Patterson-Howard

Date: 5/23/24

FRIENDS OF MOUNT VERNON ARTS, RECREATION, AND YOUTH PROGRAMS INC.

By: 
Kathleen Walker-Pinckney

Date: 5/23/24