

## **CONSULTING AGREEMENT**

(Town-Village Master Plan)

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the TOWN OF NEW PALTZ, a governmental subdivision, with offices located at 1 Veterans Drive, P.O. Box 550, New Paltz, New York 12561 and the VILLAGE OF NEW PALTZ, a municipal corporation, with office located at 25 Plattekill Avenue, P.O. Box 877, New Paltz, New York 12561(hereinafter referred to collectively as “ Town and Village”); and

CURT LA VALLA, who maintains an office for the transaction of business located at \_\_\_\_\_, (hereinafter referred to as “Consultant)

### **WITNESSETH:**

WHEREAS, the Master Plan Review Task Force, commissioned in 2011 by the Board of Trustees of the incorporated Village of New Paltz, has recommended to the Town and Village the need for revision of the municipality’s Comprehensive Master Plan; and

WHEREAS, at a meeting conducted on August 15, 2013, the Village Board of Trustees and the Town Board jointly resolved that a joint Comprehensive Master Plan is in the best interests of the Town and Village; and

WHEREAS, the Town and Village desire to retain an independent Consultant to work together with Town and Village officials, departments and stakeholders to develop a joint Comprehensive Master Plan that takes into consideration the needs of the entire municipality; and

WHEREAS, Curt La Valla has offered to provide such services as are more particularly described in the within Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed and pursuant to the authority contained in the General Municipal Law, the Village Law and the Town Law of the State of New York with respect to municipal cooperation for comprehensive planning and land use regulation, it is hereby agreed by and between the parties hereto as follows:

1. **Joint Comprehensive Master Plan:** The municipality hereby enters into an agreement with Curt La Valla to work collaboratively with Town and Village officials, departments and stakeholders in developing a joint Comprehensive Master Plan that takes into consideration the needs of the Town and Village.

2. **Compensation:** The municipality shall pay the Consultant for such services to be performed an amount not to exceed the sum of FIFTY TWO THOUSAND DOLLARS (\$52,000.00).

3. **Payment:** For the services to be performed, the Consultant will submit to the Town and Village time sheets on a bi-weekly basis, together with appropriate vouchers as established by the Town and Village for such purpose, for audit and payment of the work completed, payment for which shall be made through what is commonly referred to as the Town's "B Fund" (Town and Village), all such work to be completed and to be paid in full on or before November 15, 2014.

4. **Periodic reports and final plan:** As part of the Consultant's services to be performed pursuant to this Agreement, the Consultant will provide reports to both governing boards of the Town and Village at least as frequently as follows:

a) Written interim program reports shall be delivered to both boards at joint meetings of the Town and Village boards on or before January 31, 2014, March 31, 2014 and May 30, 2014;

b) A serviceable draft Comprehensive Plan shall be provided to both governing boards at a joint meeting thereof not later than October 30, 2014.

5 **Term and early termination:** This agreement shall expire on November 15, 2014, unless terminated earlier as provided herein. The Town and Village may terminate this Agreement for any reason or no reason, upon thirty (30) days advance notice to the Consultant. Consultant may terminate this Agreement in the event that the municipality commits a breach of its material obligations hereunder, upon thirty (30) days advance written notice and where the Town and Village does not cure the alleged breach within a reasonable time following written notice thereof.

5. **Independent contractor status:** The Consultant, in accordance with his status as an independent contractor, agrees that he will conduct himself consistently with such status. Consultant will not hold out as nor claim to be an officer or employee of the municipality by reason hereof nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the municipality, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, retirement

membership or credit or other benefit.

Consultant understands and agrees that the Town and Village will make no deduction from payments hereunder on account of federal or state income tax, social security, disability or unemployment insurance or the like. Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement. Neither party nor any of their respective officers, employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof.

6. **No assignment:** The parties represent that the Consultant has been retained based, in part, upon his representation of personal skill and qualification to perform the work required. Consultant shall not assign his rights or obligations hereunder without the prior written consent of the municipality nor shall he subcontract, either directly or indirectly, any of his responsibilities hereunder without the prior written consent of the municipality.

7. **General provisions:**

- a. The failure by either party to enforce any provision of this Agreement or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- b. Any notice provided for in this Agreement shall be in writing and deemed to have been received if sent by regular or certified mail, postage pre-paid,

and received at the address for each of the respective parties set forth above.

- c. The provisions of this Agreement shall be governed by the laws of the State of New York, and the parties agree that the exclusive forum for any dispute concerning this Agreement shall be in a court of competent jurisdiction within the State of New York, County of Ulster.
- d. This Agreement constitutes the entire understanding between the parties regarding this matter and merges any and all prior discussions, representations, promises and warranties within its scope. There are no representations, warranties or promises not expressly set forth in this Agreement. Except as expressly set forth herein, this Agreement may not be modified, renewed or extended, except in writing, signed by both parties.
- e. This Agreement shall be executed in quadruplicate. At least one (1) copy thereof shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of New Paltz, the Clerk/Treasurer of the Village of New Paltz.

**IN WITNESS WHEREOF**, the Consultant and the Town of New Paltz, and the Village of New Paltz have each caused their respective seals to be affixed hereto, and this Agreement is signed by the Supervisor of the Town of New Paltz and by the Mayor of the Village of New Paltz, both duly authorized to do so.

TOWN OF NEW PALTZ

By \_\_\_\_\_  
Susan Zimet, Supervisor

VILLAGE OF NEW PALTZ

By \_\_\_\_\_  
Jason West, Mayor

\_\_\_\_\_  
Curt La Valla, Consultant