

## **CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the TOWN OF NEW PALTZ (hereinafter the "TOWN"), a governmental subdivision organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business at 1 Veterans Drive, P.O. Box 55, New Paltz, New York 12561 and KATHRYN PUGLISI (hereinafter "Consultant"), residing at 3 Tiiu Drive, New Paltz, New York 12561.

Whereas the Town seeks to obtain consulting services for the benefit of senior citizens in the Community (hereinafter "Services") and whereas Consultant offers such Services, it is hereby agreed that:

### **1. TERMS OF AGREEMENT**

The Town shall engage Consultant to provide and perform Services as requested by the Town for at least forty (40) hours per month commencing on or about January 1, 2015 and ending on December 31, 2015 or until terminated by the Town as set forth herein.

### **2. SCOPE OF WORK**

In connection with the performance of her work hereunder, Consultant shall consult with the Town Board prior to performing any Services. It is anticipated that Consultant shall compile a comprehensive list of services and programs available in the community for use by seniors and recommend supplemental and/or additional programs and services. Consultant shall also coordinate these programs and services.

### **3. EMPLOYMENT STATUS and TERMINATION OF THIS AGREEMENT**

Consultant is an independent contractor, and shall not be considered an employee of the Town. Consultant, in accordance with her status as an independent contractor, agrees that she will conduct herself consistently with such status. Consultant will not hold out as, nor claim to be, an officer or employee of the Town 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 Town, benefits, social security coverage, retirement membership or credit or other benefit. Consultant acknowledges and agrees that the Town will not deduct any payments hereunder on account of federal or state income tax, social security, disability or unemployment insurance or the like. Neither party nor

any of their respective officers, employees or independent contractors is authorized or empowered to act as an agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation to any matter.

Either party to this Agreement may terminate the Agreement upon thirty (30) days written notice to the other party.

4. **COMPENSATION FOR SERVICES**

For her Services performed hereunder, the Town shall pay Consultant a fee in an amount not to exceed, in the aggregate, the sum of SIX THOUSAND DOLLARS (\$6,000.00). Consultant shall submit monthly invoices to the Town in the amount of \$666.67 each and payments shall be made pursuant to a 1099.

Any compensation adjustment(s) as may be subsequently agreed to by both parties shall be reduced to writing prior to any change and signed by both the Town and Consultant. Neither the Town nor Consultant shall expect nor undertake additional Services until such service shall be agreed upon as to its content, projected completion date and fee which shall be reduced to writing and signed by both Town and Consultant.

5. **NON-EXCLUSIVITY**

The Town reserves the right to engage other independent contractors for such Services during the terms of the Agreement.

6. **MODIFICATION and WAIVERS**

No term, provision or condition of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by both the Town and Consultant. The waiver of any provision of this Agreement shall not be construed as a waiver of any other prior or subsequent breach.

7. **ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

8. **NON-ASSIGNMENT**

Consultant is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or his right, title or interest herein.

9. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York.

10. **SEVERABILITY**

If any term or provision of this Agreement is held or deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, this Agreement shall be ineffective only to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.

IN WITNESS THEREOF the parties hereto have set their hands and seals on the day and year last written below. Accepted and agreed:

CONSULTANT

TOWN OF NEW PALTZ

\_\_\_\_\_

BY: \_\_\_\_\_

KATHRYN PUGLISI

SUSAN ZIMET  
SUPERVISOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_