

**CONTRACT FOR TRAFFIC CONTROL SERVICES
(Half A Yogurt Productions, LLC)**

THIS AGREEMENT is made the _____ day of _____, 2014, by and between the TOWN OF NEW PALTZ, a municipal corporation of the State of New York, maintaining its offices at 1 Veterans Drive, P.O. Box 550, New Paltz, New York, 12561, hereinafter referred to as the “Town”; and HALF A YOGURT PRODUCTIONS, LLC (hereinafter referred to as “the Company”), maintaining offices at c/o Silvercup Studios, 42-22 22nd Street, 4th Floor North, Long Island City, NY 11101;

WHEREAS, the Town has and maintains a New Paltz Police Department (here referred to as the “Department”); and

WHEREAS, the Department has the authority to direct and control vehicular traffic upon highways located within the Town of New Paltz; and

WHEREAS, in certain circumstances, the Department may be called upon to expend additional services in the form of traffic direction and control in the performance of its obligation to protect the health, safety and welfare of vehicles and pedestrians on such highways owing to the happening of particular events or during particular times of the year during which such traffic control is necessary; and

WHEREAS, under such circumstances, the Town is entitled to enter into traffic control agreements with private entities requiring such services and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the Company desires to enter into such an agreement for such services during a definite term;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby

agreed as follows:

1. **SERVICES PROVIDED BY THE DEPARTMENT.** Subject to the further terms of this agreement, the Department shall provide traffic control and direction at certain specified locations and during specified times in the vicinity of Plattekill Avenue, Lookout Avenue and South Oakwood Terrace in the Village and Town of New Paltz as shall be reasonably required by the activities of the Company on Monday, July 28, 2014 between the hours of 7:00 P.M. and 12:00 Midnight provided, however, that such services shall be furnished in the sole and absolute discretion of the Department regarding the activities of the Company and without limitation of its general police obligation to protect and to preserve the general welfare of the New Paltz Community.

a. For purposes of this agreement, the alternate “rain date” shall be Tuesday, July 29, 2014 between the same hours as set forth above.

2. **PERSONNEL, TRAINING AND EXPERIENCE.** The Department will provide a total of four (4) qualified police personnel and equipment necessary to provide such service which, at all times, shall be under the exclusive authority, direction and control of the Department.

3. **INSURANCE AND INDEMNIFICATION.** The Company shall carry commercial general liability insurance coverage and the Town shall be named as an additional insured with coverage of at least Five Hundred Thousand (\$500,000) Dollars per person and One Million (\$1,000,000) Dollars per occurrence and shall further hold the Town harmless from and indemnified against any and all liabilities, injuries and/or damages sustained, in whole or in part, as the result of any negligent acts or omissions of the Company, its members, agents, servants, employees and invitees committed at any time during which the Department is acting in the performance of its official duties unless such injury or damage is

caused solely as the result of the negligence or willful misconduct of the Town or the Department.

4. BILLING SERVICES. The Town authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of this agreement and to provide to the Company statements for the charges to be paid, which said statements shall be promptly paid.

5. COMPENSATION FOR SERVICES. The Company shall compensate the Town for each officer's service at that officer's regular or overtime rate with benefits, as the case may be, plus an additional 9.4% overhead charge on the total billing statement rendered.

6. TERM. This Agreement shall be for the date and times set forth above (hereinafter referred to as the "service date"):

a) Service to be provided on the service date may be cancelled at the option of the Company provided that notice of such cancellation shall be given in person or by telephone to the Department prior to 4:00 P.M. on the day that such service is to be performed;

b) Following commencement of service on the service date, the Company shall be entitled to cancel such service for the remainder of that day due to weather or traffic conditions provided, however, that the Company shall be obligated for the payment of the actual number of hours or portions thereof actually worked or at least two (2) hours of service for the service date, whichever is greater.

7. NO ASSIGNMENT. Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services.

8. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be

in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed in the case of the Town to the Chief of Police of the New Paltz Police Department and to the Supervisor of the Town of New Paltz, and in the case of the Company, at the addresses set forth at the beginning of this Agreement.

9. EARLY TERMINATION. In the event that the parties shall have problems or disagreement with respect to the services to be performed pursuant to this Agreement, the parties agree that they shall undertake reasonable efforts to bring such difficulty to the attention of the other and to compromise such difficulties between themselves and/or in conference with their respective attorneys and, in the event that the parties cannot reach a satisfactory compromise or resolution, then it is represented and agreed that each party to this Agreement has reserved the right to terminate this Agreement upon written notice to the other party and, upon the giving of such notice, the date set forth in such notice shall be deemed to be the termination date.

a) Nothing in the foregoing Agreement shall be deemed to limit, restrict or otherwise impair the obligations which the Department has to the persons and/or property within the governmental units which they serve and, consistent with such representation, the Department shall be entitled to terminate this Agreement immediately and at any time in the event that its performance adversely affects the public health, safety and/or welfare.

10. COMPLIANCE WITH LAWS. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the New Paltz Police Department and shall be governed by the laws of the State of New York.

11. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of

any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

12. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

13. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

14. BINDING AUTHORITY. The member(s) of the limited liability company signing below represent that such member(s) has full authority to enter into the foregoing agreement on behalf of the Company, knowing that the Town will rely thereon.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

TOWN OF NEW PALTZ

HALF A YOGURT PRODUCTIONS, LLC

By: _____
Print Name: _____
Print Title: _____

By: _____
Print Name: _____
Print Title: _____

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on July ____, 2014, and by the members of the Company on July ____, 2014.

