

RESOLUTION APPROVING POLICE SERVICES AGREEMENT

RE: PARK PICTURES, LLC

At a regular meeting of the Town Board of the Town of New Paltz, Ulster County, New York , held at the Town Hall in New Paltz, New York, in said Town on the _____ day of July, 2014, at _____ o'clock P.M. Prevailing time.

The meeting was called to order by Council Member _____, and upon roll being called, the following roll was taken:

	<u>Present</u>	<u>Absent</u>
Supervisor Zimet	_____	_____
Council Member Jeffrey Logan	_____	_____
Council Member Jean Gallucci	_____	_____
Council Member Kevin Barry	_____	_____
Council Member Daniel Torres	_____	_____

The following resolution was offered by Council Member _____ who moved its adoption, seconded by Council Member _____, to wit:

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

WHEREAS, the Town of New Paltz desires to enter into an agreement with Park Pictures, LLC to provide traffic control services for a definite period of time and at certain locations within the Town

of New Paltz.

NOW, THEREFORE, BE IT RESOLVED that the Supervisor of the Town of New Paltz or the duly appointed Deputy Supervisor, as the case may be, be and they are hereby authorized to enter into an agreement with said production company in the form attached and to sign such other, further and different documents as are necessary and proper to give full force and effect to the purposes and intents of this resolution.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call which resulted as follows:

	<u>VOTE</u>		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
Supervisor Zimet	_____	_____	_____
Council Member Jeffrey Logan	_____	_____	_____
Council Member Jean Gallucci	_____	_____	_____
Council Member Kevin Barry	_____	_____	_____
Council Member Daniel Torres	_____	_____	_____

The resolution was thereupon duly adopted.

**CONTRACT FOR TRAFFIC CONTROL SERVICES
(Re: PARK PICTURES, 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 PARK PICTURES, LLC, 184 Fifth Avenue, 8th Floor, New York, NY 10010 (hereinafter referred to as "the Company").

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 Dug Road, Horsenden Road, Buttermilk Road, Gatehouse Road and Pine Road in the Town of New Paltz and at such other location as may be reasonably required by the activities of the Company on Thursday, July 31, 2014 and on Friday, August 1, 2014 between the hours of approximately 6:00 A.M. and sunset of each day 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.

provided, however, that such services shall be furnished in the sole and absolute discretion of the Department and without limitation of its general police obligation to protect and to preserve the general welfare of the New Paltz Community.

2. PERSONNEL, TRAINING AND EXPERIENCE. The Department will provide two (2) 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. The Department may provide such additional personnel as may be reasonably required by the Company in the course of and at the locations to be utilized in the course of production.

3. INSURANCE AND INDEMNIFICATION. The Company shall carry general public liability insurance coverage and the Town shall be named as an additional insured with coverage in at least the following amounts:

- a. Bodily Injury Liability Insurance in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS for each occurrence, and in an amount not less than TWO MILLION and 00/100 (\$2,00,000.00) DOLLARS general aggregate.

b. Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.

Additionally, the Company will 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 injuries and/or damages are occasioned solely as the result of the negligent acts or omissions of the Town, its officers, agents, servants and/or employees.

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 pre-arranged times and dates as arrived at between the Department and the Company during the term of this agreement:

a) Service to be provided on a particular day 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 not later than three (3) hours prior to the scheduled start time on the day that such service is to be performed;

b) Following commencement of service on a particular day, 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 at least two (2) hours of service on the date of such cancellation.

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

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

PARK PICTURES, LLC

By: _____
Print Name: _____
Print Title: _____

By: Anne Bobroff Boje
Print Name: Anne Bobroff Boje
Print Title: Head of Production

The foregoing Agreement was approved by the Town Board of the Town of New Paltz on _____, 2014, and by the members of the Company on July 22, 2014.

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