



121 STATE STREET
ALBANY, NEW YORK 12207-1693
TEL: 518-436-0751
FAX: 518-436-4751

JOSEPH M. DOUGHERTY
DIRECT PHONE: 518-689-7297
E-MAIL: JDOUGHERTY@HINMANSTRAUB.COM

May 17, 2013

Eileen Finneran
Deputy Commissioner
of Public Safety
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

Proposal and Fee Agreement Letter

Re: Certificate of Need Application for EMS Operating Certificate

Dear Ms. Finneran:

This will confirm that the **City of Saratoga Springs** ("City") has retained Joseph M. Dougherty and Hinman Straub P.C. to represent the City with respect to its certificate of need application for a permanent EMS Operating Certificate.

Joseph M. Dougherty and Hinman Straub P.C. are to provide consultation, drafting, review, advice, representation and, if necessary, litigation services in connection with the above-referenced application. Joseph M. Dougherty or other member of Hinman Straub will represent you at all administrative hearings or other legal proceedings scheduled in this matter and prepare memoranda of law and other legal documents as required or appropriate.

Specifically, Hinman Straub will provide review of your CON application to ensure it is drafted in a manner that meets the recertification definition of public need, representation in the public hearing process, and advice as well as representation in any necessary appeals.

Any work that we perform will be billed on an hourly basis. The work will be performed and/or supervised by me or another attorney with the requisite expertise. My current hourly rate is \$275. In addition, some work may be performed by associates where appropriate to control your costs. The range of rates for attorneys working on this matter will be from \$180 to \$275 per hour. Hourly rates are subject to change on an annual basis.

As requested, there will be a total cap of five-thousand dollars (\$5,000) for services provided pursuant to this agreement. In the event such cap is reached an addendum to this agreement would have to be executed for any future services.

In addition to billing for legal services, we will also bill for disbursements including, without limitation, photocopying, courier services, filing fees, recording fees, subpoena fees, retention of

expert witnesses, appraisal reports, valuation reports, investigative services, travel expenses, transcripts of proceedings, long distance telephone calls, mileage, parking fees, tolls, certified or express mail, UPS/FedEx, and excess postage.

Hinman Straub P.C. bills on a monthly basis for all disbursements and fees. Bills will be sent to your attention at the above address unless you instruct us otherwise. Payment in full is due upon receipt. Any payments not received by us within thirty (30) days of receipt of the invoice will be considered overdue and may be subject to interest at the rate of 1% per month. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your counsel.

Either party may terminate this Retainer Agreement, for any reason, upon thirty (30) days prior written notice, or sooner upon our mutual agreement. In the event of a termination, you agree to pay all fees, costs and disbursements accrued or incurred as of the effective date of the termination.

Although I do not anticipate any confusion over the billing process, please note that if any issues arise concerning billing, you may have the right under Part 137 of the Rules of the Chief Administrator of the Courts to arbitrate any fee disputes, a copy of which will be provided to you upon request.

If this arrangement is acceptable, please sign where indicated below and return a copy to me by mail or electronically at jdougherty@hinmanstraub.com. In closing, we appreciate your trust and confidence, and look forward to working together.

Should you have any questions, feel free to contact me.

Sincerely yours,

Joseph M. Dougherty, Esq.

READ AND AGREED:

By: _____

Joseph M. Dougherty

City of Saratoga Springs:

By: _____

_____ Dated: _____

Print: _____