

RESOLUTION FOR ASSISTANT CITY ATTORNEY

It is the intent of this resolution to establish terms, compensation, and benefits for the Assistant City Attorney of the City of Saratoga Springs. This resolution shall supersede all prior resolutions, contracts, and Council actions affecting terms, compensation, and benefits for the Assistant City Attorney. Nothing in this resolution shall be construed to create an employment agreement nor alter the “at-will” status of the appointed Assistant City Attorney.

WHEREAS, Title 8 of the City Charter entitled LEGAL MATTERS, Section 8.1 City Attorney states “There shall be a City Attorney who shall report to the Council regarding all legal matters affecting the City. The Mayor shall appoint the City Attorney, and the Council shall establish his or her compensation. The City Attorney shall serve as the general legal advisor and shall be responsible for providing legal services and guidance to the City and all its departments and entities. The City Attorney shall maintain regular and updated records and shall report to the Council on the progress of all legal matters conducted by or on behalf of the City, as required.

The Council may, from time to time, engage legal professionals to provide additional legal service to the City or to any department or entity.”; and

WHEREAS, additional legal services will be required by the City in connection with its administration;

WHEREAS, the Assistant City Attorney provides legal services in accordance with job specifications promulgated by the Civil Service Commission, which include but are not limited to:

1. Legal services and advice for the benefit of the City Council, Mayor, Commissioners, and City departments.
2. Attendance at regularly scheduled City Council meetings and such other meetings, as determined by the City Council or Council members.
3. Service on various committees in accordance with the City Charter, City ordinances, Council Resolution, or as requested by City Council or Council member(s).
4. Other tasks in connection with the position Assistant City Attorney as may be requested by the Mayor or Commissioners.

NOW THEREFORE BE IT RESOLVED as follows:

- A. Term: This resolution shall take effect immediately upon City Council approval.
- B. Standard Workweek: The Assistant City Attorney’s standard workweek shall be less than 30 hours per week. The Assistant City Attorney shall not be entitled to overtime or compensatory compensation.

- C. Compensation: The base salary for the Assistant City Attorney for the calendar year shall be fifty-three thousand dollars (\$53,000.00). Effective January 1, 2015, the base salary for the Assistant City Attorney for the calendar year shall be sixty thousand dollars (\$60,000).
- D. Benefits: The Assistant City Attorney shall be an employee of the City of Saratoga Springs, and receive benefits attended thereto, including:
1. Retirement: The Assistant City Attorney may be covered by the New York State Employee's Retirement System known as 75i of the New York State Retirement Law.
 2. Health Insurance: The Assistant City Attorney shall be entitled to participate in the MVP-25 Health insurance plan, or such other health insurance plan of the City's choice. The City shall provide the plan to the employee and their dependents. Assistant City Attorneys hired prior to January 1, 2007 shall be entitled to participate in the health plan offered by the City at no cost to the Assistant City Attorney. Assistant City Attorneys hired after January 1, 2007 shall be entitled to participate in the health plan offered by the City at a cost to the Assistant City Attorney of 10% of the total cost of the health insurance plan, not to exceed \$750.
 - a. Affordable Care Act. In the event that federal or state legislation, rules and/or regulations issued in relation to the Patient Protection and Affordable Care Act ("PPACA"), the Health Care and Education Reconciliation Act of 2010 ("HCERA") and/or any other legislation, rule or regulation:
 - A) impact in any way the health insurance plans, costs or benefits provided for in this Resolution (including but not limited to contractual benefits such as health insurance buy-outs or stipends);or
 - B) raise a question as to whether the health insurance benefits provided for herein meet certain standards contained in such legislation, rules and/or regulations (including, but not limited to, compliance with legislation, rules, regulations, or any legislation, rules, or regulations which may cause the City to be charged any penalty, or those that govern whether plan benefits meet the "minimum essential benefits" standard or a similar standard, whether the City premium contribution levels are adequate and/or meet legal requirements, or whether the individual household affordability standard is satisfied); or
 - C) permit an individual or group of individuals to receive benefits, subsidies, or credits through a health insurance exchange program (or any other government subsidy or benefit provided pursuant to the PPACA, HCERA, or any state or federal regulations or rules implementing health insurance reform laws),;

The City may immediately implement changes as necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, or taxes. Such changes may include, among others, modifications for individual employees, including modification to individual or group coverage, benefits, contributions or wages, to the extent necessary to comply with federal and/or state laws, rules, and regulations and/or to avoid or eliminate penalties, potential penalties, taxes, or cessation of payments toward the cost of benefit(s) if such benefit(s) are not compliant with the PPACA/HCERA or if such compliance would cause the City penalty or cost associated with avoidance of penalty.

- b. Opt-Out: The Assistant City Attorney may elect not to participate in a plan of medical and health insurance benefits provided under this agreement and such Assistant City Attorney shall be eligible to receive a payment that is of \$2,200.00 for single coverage, \$2,500.00 for two-person coverage or \$3,000.00 for family coverage per calendar year. The Assistant City Attorney shall not be eligible to receive such payment unless the Assistant City Attorney shall have provided proof to the Finance Office that the Assistant City Attorney and such Assistant City Attorney's eligible dependents are covered by a comparable plan of medical and health insurance benefits for the entire year that the Assistant City Attorney elected not to be covered by a plan provided by the City.

Payments shall be made on December 15 of each year. The parties understand that participation in a plan of medical and health insurance benefits is mandatory. An election not to be covered shall be made on or about December 15th of each year to the Principal Account Clerk in the Finance Office in charge of City provided benefits pursuant to the regulations of the plan in effect together with evidence of coverage of such employee and such employee's eligible dependents under a comparable plan of medical and health insurance benefits.

The Assistant City Attorney must promptly notify the City of termination of alternative medical and health insurance benefit coverage. In the event that the Assistant City Attorney reenrolls in a health insurance program, the Assistant City Attorney shall be permitted to a prorated portion of the \$2,200.00 (for single coverage), \$2,500.00 (for two-person coverage), or \$3,000.00 (for family coverage), payment but shall not be permitted to again opt-out of the insurance program during the calendar year.

3. Vision Insurance: The City agrees to pay 100% of the cost of the Employee Benefit fund Vision Plan Platinum 12 for the Assistant City Attorney and his/her dependents.

4. Disability: New York State Disability Insurance shall be offered to the Assistant City Attorney at no cost to the Assistant City Attorney.
 5. Life: The City shall provide group term life insurance for the Assistant City Attorney at no cost to the Assistant City Attorney.
- E. Liability Insurance: The City agrees to hold the Assistant City Attorney harmless from liability or loss sustained by or from any causes of action, suit, debts, dues, accounts, judgments, proceedings, claims and demands whatsoever which may be commended against the Assistant City Attorney alleging act or omissions by him/her while acting in his/her capacity as Assistant City Attorney on behalf of the City Council. The City shall provide the Assistant City Attorney while acting in his/her capacity as the City's Attorney all statutory workers compensation and public officials liability coverage.
- F. Confidential Information:

In connection with the provision of the legal services to the City by the Assistant City Attorney, the City may disclose to the Assistant City Attorney information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Assistant City Attorney. The Assistant City Attorney shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior approval of the City Council, Mayor, or Commissioner(s). The Assistant City Attorney agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Assistant City Attorney, (ii) is or becomes available to the Assistant City Attorney on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Assistant City Attorney's possession prior to its being furnished to the Assistant City Attorney by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, FOIL, court order or other similar legal process. In such cases the Assistant City Attorney shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Assistant City Attorney from the City shall be returned to the City and have the status of City work papers. Except as set forth

herein, no confidential information shall be retained by the Assistant City Attorney upon the conclusion of the Assistant City Attorney's appointment.

G. Press: No comment to the press shall be made by the Assistant City Attorney without prior approval of the City Council, Mayor, or Commissioner(s).

H. Conflicts of Interest:

The Assistant City Attorney as appointed represents and warrants that he/she has no conflict, actual or perceived, that would prevent him/her from performing the duties and responsibilities of the office and as set forth under this Resolution in accordance with the NYS Public Officials Law and the ethical considerations and rules adopted by NYS Bar Association. In the event a conflict exists, the Assistant City Attorney shall notify the City Council by formal written notice within five business days of the conflict being identified. The Assistant City Attorney shall recuse him/herself from participation in any legal matter when such participation may impair the operation of City government.

I. This Resolution shall be periodically reviewed by the City Council.