

**AGREEMENT BETWEEN
the City of Saratoga Springs and
FitzGerald, Morris, Baker, Firth PC
for the Provision of Legal Services to the City of Saratoga Springs, NY**

The Agreement is entered into between the City of Saratoga Springs and FitzGerald, Morris, Baker, Firth PC for the provision of legal services to the City of Saratoga Springs for the time period January 1, 2015 through and including December 31, 2015.

WHEREAS, the City of Saratoga Springs requires legal representation for the City's Article 7 legal matters and the City Council has agreed to engage the services of FitzGerald, Morris, Baker, Firth PC for these Article 7 legal matters; and FitzGerald, Morris, Baker, Firth PC has agreed to provide such legal services to the City of Saratoga Springs.

THEREFORE, the City and FitzGerald, Morris, Baker, Firth PC hereby agree as follows:

1. **Subject of Agreement** – FitzGerald, Morris, Baker, Firth PC shall advise and represent the City and render legal services relating to the City's municipal legal matters under the direction of the City Council.
2. **Term and Renewal** – The Term of this Agreement shall be from date of this agreement until each of the matters assigned by City Council has been resolved, including any appeals. This Agreement may be renewed for subsequent years under the same provisions or as modified by Agreement between the City and FitzGerald, Morris, Baker, Firth PC.
3. **Compensation** – The City will pay FitzGerald, Morris, Baker, Firth PC for legal services as described above with fees billed at hourly rates not to exceed One Hundred Seventy dollars (\$170.00) per hour. FitzGerald, Morris, Baker, Firth PC will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days, or as practicable.
4. **Insurance** – The City of Saratoga Springs requires a Certificate of Insurance naming the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory basis** evidencing the following coverage:
 - Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate including completed operations, personal injury and product liability
 - Professional Errors & Omissions Coverage: \$1,000,000 per occurrence aggregate (*Please note that for this coverage, the City of Saratoga Springs shall not be named as an Additional Insured.*)
 - Statutory Workers Compensation and Employer's Liability Insurance for all employees (*Please note that for this coverage per NYS Law, the City of Saratoga Springs shall not be named as an Additional Insured.*)

Certificates of Insurance should be addressed to the attention of: Director of Risk and Safety, City of Saratoga Springs, 474 Broadway City Hall, Saratoga Springs, NY 12866.

FitzGerald, Morris, Baker, Firth PC acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The firm is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis** prior to the commencement of any work. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality.

FitzGerald, Morris, Baker, Firth PC shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of FitzGerald, Morris, Baker, Firth PC or its employees, agents or subcontractors.

5. **Attorneys** – John Aspland, Esq. (Principal Attorney) shall be responsible for providing the legal services described above on behalf of FitzGerald, Morris, Baker, Firth PC. Other attorneys from FitzGerald, Morris, Baker, Firth PC may be substituted to provide legal services pursuant to this Agreement upon the approval of the City Council.
6. **Termination** – This Agreement may be terminated by either party upon thirty days written notice by certified mail.
7. **Assignment** – This Agreement may not be assigned by FitzGerald, Morris, Baker, Firth PC.
8. **Modification** – This Agreement may not be modified except in writing signed by both parties.

By: _____

By: _____

Date: _____

Date: _____

As per City Council approval on _____

POLICY NUMBER: 680-379M9270-13-42-

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11/15/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

CITY OF SARATOGA SPRINGS; RISK & SAFETY MANAGEMENT

**474 BROADWAY
SARATOGA**

NY 12866

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

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