

**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF FINANCE**

City Hall  
Saratoga Springs, New York 12866-2296  
518-587-3550  
Fax 518-580-0781

**MICHELE D. CLARK-MADIGAN**  
Commissioner

M. LYNN BACHNER  
Deputy Commissioner

CHRISTINE GILLMETT-BROWN  
Director of Finance

KAMERON KLIPPEL  
Receiver of Taxes

CATHERINE LOZIER  
Benefits Administrator

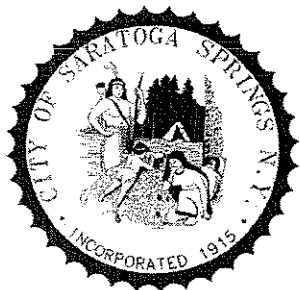
FLORENCE C. WHEELER  
Payroll Administrator

To: Commissioner Franck  
From: Commissioner Madigan *MM*  
Date: November 24, 2013  
Re: Extension of Bid for Bond Counsel Legal Services

Please include on your 12/16/14 agenda an extension of bid for one year for Bond Counsel Legal Services to Walsh and Walsh under the same terms and conditions as 2014.

Please let me know if you have any questions.

Thank you.



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF ACCOUNTS**  
474 Broadway - City Hall  
Saratoga Springs, New York 12866

JOHN P. FRANCK  
COMMISSIONER

SHARON J. KELLNER-BYRNES  
DEPUTY COMMISSIONER

Telephone 518-587-3550  
Fax 518-587-6512

# Award/Extension of Bid Sign-Off Form

## Award of Bid

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an award of bid; and
- budget line item **must** be identified and indicated below.

## Extension of Bid

Prior to an extension of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an extension of bid; and *MA*
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: Finance

Project or Item Being Awarded: Legal Services For Bonding

Item Being Extended: RFP 2010-18, City Council agreement + 01/25/13

Vendor Who Won the Bid: Walsh and Walsh

Budget Line Item: 13719714 - 54720

Budget Line Item: \_\_\_\_\_

Assistant Purchasing Agent: Purchasing policy has  / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

Stephan Vort  
Assistant Purchasing Agent

12/2/14  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has  / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]  
Director of Risk and Safety

12/4/14  
Date

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

WALSH & WALSH, LLP  
ATTORNEYS AT LAW  
42 LONG ALLEY  
SARATOGA SPRINGS, NEW YORK 12866-2116

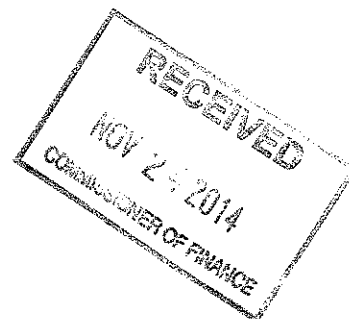
JOSEPH M. WALSH  
MARIAN WAIT WALSH  
JOAN B. BLEIKAMP  
JESSE P. SCHWARTZ

TELEPHONE: (518) 583-0171  
FACSIMILE: (518) 583-1025  
E-MAIL: WWLLP@SPALAW2.COM

November 24, 2014

VIA HAND DELIVERY

Ms. Michele D. Clark-Madigan  
Commissioner of Finance  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, New York 12866-2296



Re: Agreement for the Provision of Legal Services  
to the City of Saratoga Springs, New York

Dear Commissioner Madigan:

The term of the agreement between the City of Saratoga Springs and Walsh & Walsh, LLP for the provision of legal services to the City, approved by the City Council on December 17, 2013, is due to expire in January 2015. You have requested a letter from us agreeing to renew said agreement for an additional one-year period as described therein.

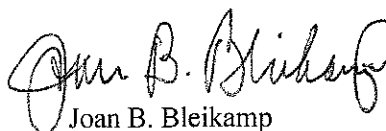
We hereby agree to the renewal of said agreement for an additional one-year period. All terms and conditions of said agreement shall remain the same.

We hereby further agree to provide an updated Certificate of Insurance to the City in connection with the renewal of said agreement.

Please do not hesitate to call me or Marian Wait Walsh of this firm if you have any questions regarding the foregoing.

Very truly yours,

WALSH & WALSH, LLP

  
Joan B. Bleikamp

**AGREEMENT BETWEEN  
the City of Saratoga Springs and  
Walsh & Walsh, LLP.  
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 Walsh & Walsh, LLP for the provision of legal services to the City of Saratoga Springs.

WHEREAS, the City of Saratoga Springs requires legal representation for the City's financial bonding legal matters per the RFP 2010-18; and

WHEREAS, the City Council has agreed to accept the contract for the financial bonding legal services per RFP 2010-18 as approved by City Council on December 21, 2010; and

WHEREAS, Walsh & Walsh, LLP has agreed to provide such legal services to the City of Saratoga Springs.

THEREFORE, the City and Walsh & Walsh, LLP hereby agree as follows:

1. **Subject of Agreement** - Walsh & Walsh, LLP shall advise and represent the City and render legal services relating to the City's financial bonding matters under the direction of the Commissioner of Finance.
2. **Term and Renewal** - The Term of this Agreement shall be from date of this agreement for a one year period. This Agreement may be renewed for subsequent years under the same provisions or as modified by Agreement between the City and Walsh & Walsh, LLP.
3. **Compensation** - The City will pay Walsh & Walsh, LLP for legal services as described in the response to proposals dated November 18, 2010, attached hereto as Exhibit A. Walsh & Walsh, LLP 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** evidencing the following coverage:
  - Commercial General liability: \$2,000,000 per occurrence and \$4,000,000 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.*)
  - Excess liability Insurance: \$1 Million Dollars
  - 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.

Walsh & Walsh, LLP 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** 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.

Walsh & Walsh, LLP 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 Walsh & Walsh, LLP or its employees, agents or subcontractors.

5. **Attorneys** - Joseph M. Walsh, Esq., Marian Wait Walsh, Esq., and Joan B. Bleikamp, Esq. (Principal Attorneys) shall be responsible for providing the legal services described above on behalf of Walsh & Walsh, LLP. Other attorneys from Walsh & Walsh, LLP may be substituted to provide legal services pursuant to this Agreement upon the approval of the Commissioner of Accounts.

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 Walsh & Walsh, LLP.

8. **Modification** - This Agreement may not be modified except in writing signed by both parties. Walsh & Walsh, LLP

Walsh & Walsh

By: Joan B. Bleikamp

Date: 1/17/13

City of Saratoga Springs, NY

By: [Signature]

Date: 1/16/13

As per City Council approval on 1/15/2013

Client#: 17558

WALSHWAL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Adirondack Trust Insurance, 31 Church Street - 4th Floor, PO Box 336, Saratoga Springs, NY 12866. CONTACT NAME: Pat Durocher, PHONE: 518 584-5300, FAX: 5185847306, E-MAIL: pdurocher@adirondacktrustinsurance.com. INSURER(S) AFFORDING COVERAGE: Selective Insurance Company of NY, NAIC #: 13730.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate holder, its elected and/or appointed officials, officers, agents and employees are additional insureds on a primary and non-contributory basis with respect to liability arising from work performed by the named insured only per written contract.

CERTIFICATE HOLDER: City of Saratoga Springs, Risk & Safety Dept., 474 Broadway, Saratoga Springs, NY 12866. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Eugene G. Quirk

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Heather Parker <b>PHONE (A/C No., Ext):</b> 315-703-1393 <b>E-MAIL ADDRESS:</b> hparker@haylor.com	<b>FAX (A/C No.):</b> 315-703-8173
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fiscal Advisors & Marketing, Inc. 120 Walton St, Suite 600 Syracuse NY 13202	<b>INSURER A:</b> Lloyds of London	<b>NAIC #</b> 85202
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1060620160      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> QED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions Claims Made Retro: 01/01/2003			HMPL14000068	10/31/2014	10/31/2015	\$1,000,000 \$3,000,000 \$25,000 Each Claim Aggregate Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Saratoga Springs  
 Attn: Christine Gilmert-Brown Director of Finance  
 474 Broadway  
 Saratoga Springs NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Handwritten signature*

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WALSH & WALSH, LLP  
ATTORNEYS AT LAW  
42 LONG ALLEY  
SARATOGA SPRINGS, NEW YORK 12866-2116

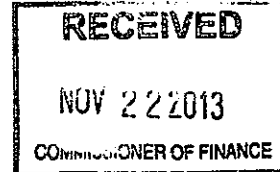
JOSEPH M. WALSH  
MARIAN WAIT WALSH  
JOAN B. BLEIKAMP

TELEPHONE: (518) 583-0171  
FACSIMILE: (518) 583-1025  
E-MAIL: WWLLP@SPALAW2.COM

November 22, 2013

VIA HAND DELIVERY

Ms. Michele D. Clark-Madigan  
Commissioner of Finance  
City of Saratoga Springs  
474 Broadway  
Saratoga Springs, New York 12866-2296



Re: Agreement for the Provision of Legal Services  
to the City of Saratoga Springs, New York

Dear Commissioner Madigan:

The term of the agreement between the City of Saratoga Springs and Walsh & Walsh, LLP for the provision of legal services to the City, approved by the City Council on January 15, 2013, is due to expire in January 2014. You have requested a letter from us agreeing to renew said agreement for an additional one-year period as described therein.

We hereby agree to the renewal of said agreement for an additional one-year period. All terms and conditions of said agreement shall remain the same.

We hereby further agree to provide an updated Certificate of Insurance to the City in connection with the renewal of said agreement.

Please do not hesitate to call me or Marian Wait Walsh of this firm if you have any questions regarding the foregoing.

Very truly yours,

WALSH & WALSH, LLP

Handwritten signature of Joan B. Bleikamp in cursive script.  
Joan B. Bleikamp

WWW.SPALAW.NET