

AGREEMENT BETWEEN
The City of Saratoga Springs and Nixon Peabody
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 Nixon Peabody for the provision of legal services to the City of Saratoga Springs.

WHEREAS, the City of Saratoga Springs requires legal representation for certain City municipal legal matters and the City Council has agreed to engage the services of Nixon Peabody for these municipal legal matters; and Nixon Peabody has agreed to provide such legal services to the City of Saratoga Springs.

THEREFORE, the City and Nixon Peabody hereby agree as follows:

1. **Subject of Agreement** – Nixon Peabody shall advise and represent the City and render legal services relating to certain City municipal legal matters under the direction of the Commissioner of Public Safety on an as needed basis.
2. **Term and Renewal** – The Term of this Agreement shall be from date of this agreement until each of the matters assigned by any City Council member has been resolved, including any appeals. However, in no event shall compensation under this Agreement exceed amounts stated in Section 3 below. This Agreement may be renewed for subsequent terms under the same provisions or as modified by Agreement between the City and Nixon Peabody.
3. **Compensation** – The City will pay Nixon Peabody for legal services as described above with fees billed at various hourly rates up to Fifty Thousand Dollars (\$50,000) total. Nixon Peabody will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days, or as practicable. Nothing in this agreement shall be construed so as to guarantee Nixon Peabody any minimum number of hours or minimum compensation under this agreement.
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. Nixon Peabody 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.

Nixon Peabody 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 expenses (including, but not limited to, attorney’s 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 tortuous act or negligent act or omission of Nixon Peabody or its employees, agents or subcontractors.

5. **Attorneys** – Daniel Hurteau shall be responsible for providing the legal services described above on behalf of Nixon Peabody. Other attorneys from Nixon Peabody may be substituted to provide legal services pursuant to this Agreement upon the approval of the Commissioner of Public Safety.
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 Nixon Peabody.
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 _____