

ADDENDUM TWO TO AGREEMENT BETWEEN  
THE CITY OF SARATOGA SPRINGS, NY AND NIXON PEABODY LLP  
Original Agreement December 22,2014

THIS ADDENDUM TWO is made by and between THE CITY OF SARATOGA SPRINGS, NY (hereinafter known as "City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and Nixon Peabody LLP, (hereinafter known as "NP"), with a place of business at 677 Broadway, Albany, NY 12206.

WITNESSETH:

The City and NP entered into an agreement, approved by City Council on December 16, 2014, for legal services relating to certain City municipal legal matters under the direction of the Commissioner of Public Safety specifically related to the defense of a Matter, *McTygue, et al v. City of Saratoga Springs et al*, Index: #2014-3552. Fees under the original contract were established so as not to exceed Fifty Thousand Dollars (\$50,000) with a flat fee for the first phase of the litigation (as defined in the Fee Proposal) of Thirty Nine Thousand Dollars (\$39,000).

The City and NP amended the original agreement by an ADDENDUM approved by City Council on January 6, 2015, that expanded the scope of representation to include assistance by NP in responding to a subpoena served on the Commissioners by the Attorney General dated December 30, 2014. The ADDENDUM further established that NP shall provide these additional services on an hourly basis at the blended rate for partners and associates at Two Hundred and Sixty Dollars (\$260) per hour and that the period shall commence on January 1, 2015 and end on February 28, 2015 (*sic*).

This ADDENDUM TWO is supplemental to the original December 22, 2014 agreement and the January 2015 ADDENDUM. It is incorporated into and made part of those documents. All terms, conditions, and provisions of the original December 22, 2014 agreement and January 2015 ADDENDUM remain in effect unless specifically modified herein.

For this ADDENDUM TWO, the City and NP agree as follows:

The period for the ADDENDUM executed in January 2015 commenced on January 1, 2015 and will end on February 28, 2015.

The period for the ADDENDUM TWO shall commence on August 4, 2015, provided it is approved by City Council, and end on February 28, 2016.

The City will pay Nixon Peabody for all legal services and rates as described, up to Eighty Thousand Dollars (\$80,000) total.

WHEREFORE, the City and NP have executed this ADDENDUM on the dates indicated:

NIXON PEABODY LLP:

CITY OF SARATOGA SPRINGS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

As per City Council approval on : \_\_\_\_\_