

**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**

This 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 February 3, 2015 through and including December 31, 2015.

WHEREAS, the City of Saratoga Springs requires legal representation for the City's Public Works Department landfill and related legal matters and

WHEREAS, the City Council has agreed to engage the services of FitzGerald, Morris, Baker & Firth for these Public Works Department legal matters; and

WHEREAS, FitzGerald, Morris, Baker & Firth, LLC 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 Public Works Department landfill and related legal matters under the direction of the Commissioner of Public Works.
2. **Term and Renewal** – The Term of this Agreement shall be from date of this agreement through and including December 31, 2015, or until each of the matters assigned by City Council has been resolved, including any appeals whichever is sooner. 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 and upon City Council approval.
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 Eighty Five Dollars (\$185.00) per hour and not to exceed Nineteen Thousand Nine Hundred and Ninety Nine Dollars (\$19,999). 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. Nothing in this agreement shall be construed so as to guarantee FitzGerald, Morris, Baker & Firth, PC 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

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, Baker, Morris & 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, Baker, Morris & 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 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 FitzGerald, Morris, Baker & Firth, PC.
8. **Modification** – This Agreement may not be modified except in writing signed by both parties.

By: 

Date: 2/4/15

By: 

Date: 2/10/15

As per City Council approval on 2/3/15