



FitzGerald Morris  
Baker Firth

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January 9, 2015

M. Lynn Bachner  
Deputy Commissioner of Finance  
City of Saratoga Springs  
474 Broadway – City Hall  
Saratoga Springs, NY 12866

Re: Addendum to Agreement

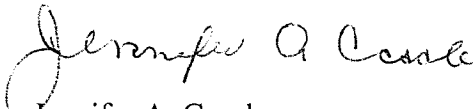
Dear Ms. Bachner:

In accordance with your December 22<sup>nd</sup> letter, enclosed please find the Addendum to Agreement executed by John D. Aspland.

If you have any questions, please do not hesitate to contact us.

Thank you.

Very truly yours,

  
Jennifer A. Casale  
Legal Assistant

JAC  
Enc

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY  
AND FITZGERALD MORRIS BAKER FIRTH PC  
Original Agreement September 2, 2014

THIS ADDENDUM is made by and between THE CITY OF SARATOGA SPRINGS, NY (hereinafter "City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and FITZGERALD MORRIS BAKER FIRTH PC, with a place of business at 16 Pearl St., Glens Falls, NY 12801 (hereinafter "Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, executed by the City on September 8, 2014 and by the Consultant on September 11, 2014, that the Consultant would provide the City with legal services relating to certain City municipal legal matters under the direction of the Commissioner of Finance on an as needed basis for a period commencing on September 2, 2014 and ending on March 31, 2015. Fees under the original contract were established so as not to exceed One Hundred Eighty Five Dollars (\$185.00) per hour or up to Five Thousand Dollars (\$5,000) total.

This ADDENDUM is supplemental to the original September 2, 2014 agreement. It is incorporated into and made part of those documents. All terms, conditions, and provisions of the original September 2, 2014 agreement remain in effect unless specifically modified herein.

For this ADDENDUM, the City and the Consultant agree as follows:

The period shall commence on September 2, 2014 and end on December 31, 2015.

The limitation of up to Five Thousand Dollars (\$5,000) total is increased to up to Nineteen Thousand Nine Hundred Ninety-Nine Dollars (\$19,999) total.

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

CONSULTANT

By: 

Title: Partner

Date: 12/31/14

CITY OF SARATOGA SPRINGS:

By: 

Title: Mayor

Date: 12/17/14

PER COUNCIL APPROVAL  
12-16-14

**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 from September 2, 2014 through and including March 31, 2015. *[Signature]*

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 FitzGerald Morris Baker Firth PC for these municipal 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 certain City municipal legal matters under the direction of the Commissioner of Finance 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 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 Eighty Five Dollars (\$185.00) per hour or up to Five Thousand Dollars (\$5,000) total. 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 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 Commissioner of Finance.
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: *[Signature]*  
Date: 9/8/14

By: *[Signature]*  
Date: 9/11/14

As per City Council approval on 9/2/14