

**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 water legal services to the City of Saratoga Springs.

WHEREAS, the City of Saratoga Springs requires legal representation for the City's municipal legal matters regarding water issues and the City Council has agreed to engage the services of Fitzgerald Morris Baker Firth, PC for these municipal water related 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 the City's municipal water related legal matters under the direction of the City Council.
2. **Term and Renewal** – The Term of this Agreement shall be from date of this agreement until each of the matters assigned by City Council has been resolved, including any appeals. 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.
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 Fifteen Thousand Dollars (\$15,000). 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.
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 City Council.
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: 11/22/15

By: 

Date: 11/22/15

As per City Council approval on 12/31/14