



City of Saratoga Springs
CITY ATTORNEY'S OFFICE
CITY HALL

474 Broadway – Suite 21
Saratoga Springs, New York 12866

Telephone 518-587-3550, ext. 2414

ANTHONY J. IZZO
CITY ATTORNEY

ROBIN MCFEE
EXECUTIVE ASSISTANT

January 18, 2023

via ELECTRONIC MAIL ONLY
kaufmann@nycap.rr.com

John Kaufmann
44 White Street
Saratoga Springs, NY 12866

RE: FOIL Request – RFQ and Communications for Temporary Restraining Order issued
by Judge Freestone

Dear John:

This correspondence is in response to your FOIL request concerning all documents and communications with regard to a Request for Quote for legal counsel in connection with a Temporary Restraining Order issued by Judge Freestone and in accordance with New York State Public Officers Law §87. Attached please find a copy of the Request for Quote together with communications sent and received concerning the Request for Quote. Please note that these documents have been redacted pursuant to Public Officers Law §87(2)(g).

This completes our fulfillment of your request in accordance with the statutory requirements of the Public Officers Law. Should you feel that you have been unlawfully denied access to records, you may appeal such denial in writing within thirty (30) calendar days. You may direct your appeal to this office.

Thank you.

Robin McFee
FOIL Officer

Enc.



City of Saratoga Springs

OFFICE OF THE MAYOR

Mayor Ron Kim

CITY HALL
474 Broadway
Saratoga Springs, NY 12866
Telephone 518-587-3550

Angela T. Rella
Deputy Mayor

Jeannette Dunn
Executive Assistant

November 29, 2022

To Whom It May Concern:

The City of Saratoga Springs is seeking quotes from qualified vendors requesting a fee quote for legal services to be provided to the City to assist the City Attorney's Office on civil and criminal matters.

The legal services will consist of the following and shall be provided at the direction of the Mayor or his/her designee, including but not limited to:

- Responding to a November 23, 2022 Temporary Restraining Order Restricting Dissemination of Sensitive Information, which was issued November 23, 2022 by The Honorable Dianne N. Freestone, Supreme Court Justice of the Saratoga County Supreme Court in the Fourth Judicial District of New York, "In the Matter of the Ongoing Investigation into a Police Involved Shooting at the Corner of Broadway and Caroline Street, Saratoga Springs, New York at 3:03 AM on November 20, 2022." The TRO seeks to prevent all elected and public employees of the City of Saratoga Springs from releasing information or comments regarding the November 20, 2022 incident; and
- Performing other legal services as assigned.

1. INFORMATION REQUIRED IN EACH RESPONSE

Response shall include the following minimum information:

- Company name
- Company contact person details
- Legal experience, including the names, addresses, contact persons, and telephone numbers of at least three clients, preferably similar to the City of Saratoga Springs
- Qualifications of attorneys to be assigned to provide legal services to the City, including professional and education background and prior experience of the individual attorneys
- Hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research, copies, and travel. Also, if desired, please indicate proposed flat rate for handling the legal matters identified above. The City of Saratoga Springs reserves the right to negotiate with the applicant on the structure of the billing and/or retainer fee.
- The contract, if awarded, shall go to the responsive and responsible firm submitting the best value quote complying with the conditions and qualifications set forth in this request for quote. Vendors shall complete and have the coverage required in the *City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services*



City of Saratoga Springs

OFFICE OF THE MAYOR

Mayor Ron Kim

CITY HALL
474 Broadway
Saratoga Springs, NY 12866
Telephone 518-587-3550

Angela T. Rella
Deputy Mayor

Jeannette Dunn
Executive Assistant

2. TERMS AND CONDITIONS

- The City is deemed a municipality exempt from sales tax per NYS. The cost estimate should not include sales tax. Price shall be inclusive of all costs associated and provide transparency for the review of this entity.
- The rates quoted shall be valid for 90 days from the last date of our requested quote submission.
- Submission shall be completed via email to the contact person listed in Section #3 below. Verbal quotes will not be accepted.
- Questions may be sent by email, only, to the contact person listed in Section #3.
- Questions/responses will not defer the deadline listed in Section #4 below.

3. RFQ CONTACT

Angela T. Rella, Deputy Mayor
Email: angela.rella@saratoga-springs.org
City of Saratoga Springs
Saratoga Springs, NY 12866

4. RFQ DEADLINE

Thursday, December 1, 2022
5pm

AMEER N. BENNO

30 WALL STREET, 8TH FLOOR • NEW YORK, NEW YORK • 10005
OFFICE PHONE: (212) 227-9300 • CELL PHONE: (646) 286-1300
E-MAIL: ABENNO@BENNOLAW.COM

SUMMARY

Accomplished trial and appellate attorney with dual state licensure (New York and Connecticut) and fluency in state and federal court practice from inception through appeal. Experience in all phases of litigation, advocacy, negotiation and dispute resolution across diverse practice areas, including civil rights and constitutional law, violent and white-collar criminal matters, and catastrophic personal injury, products liability and medical malpractice cases.

Highly skilled and polished courtroom advocate who has tried dozens of cases to verdict as first chair with an outstanding success rate. Expert in legal research and persuasive writing, who has briefed and argued appeals in every Department of the New York State Appellate Division, the New York State Court of Appeals, the U.S. Court of Appeals for the Second and Third Circuits, and federal courts throughout the country. Excellent reputation in the legal community as a trial and appellate attorney, law school professor and legal analyst for national print, television and radio media.

PROFICIENCY AREAS

- Monetize cases, litigation strategy
- Complex motion practice and memoranda drafting
- Trial hearings, mediations and arbitrations
- Complex legal research, analysis and writing
- Expert discovery
- Appellate litigation
- Prepare and respond to pleadings and discovery demands
- Taking and defending depositions
- Complex negotiations and settlement agreements

PROFESSIONAL EXPERIENCE

BENNO & ASSOCIATES P.C., New York, NY

Owner/Principal

2009 – Present

Trial and appellate litigation law practice with a heavy emphasis on civil rights/constitutional law litigation. The civil rights practice focuses on individual cases and class actions seeking redress for police brutality and other government misconduct, prisoners' rights, wrongful conviction, voting rights, religious freedom, and free speech rights. It also encompasses cases challenging violations of state and federal anti-discrimination statutes in the workplace, schools, housing and other settings.

The appellate practice includes both civil and criminal cases. Serve on the Second and Third Circuits' Criminal Justice Act Appellate Panels as well as on New York State felony and family court appellate panels.

COUNTY BOARD OF ELECTIONS

Assistant Counsel

2021– Present

Provide legal counsel to the Commissioner to ensure compliance with all state and federal election laws regarding election administration.

COUNSEL TO NEW YORK STATE LEGISLATOR

2019 – 2021

Provided legal counsel to the legislator; drafted legislative memoranda and position papers; performed legal, legislative, and policy research; and regularly met with stakeholders in the community and other elected officials to advance the legislative agenda.

BLOCK, O'TOOLE & MURPHY, LLP, New York, NY***Trial Attorney***

2018 – 2021

Prosecuted plaintiff-side civil rights and catastrophic personal injury cases in state and federal courts from inception through appeal. Achieved multiple high value recoveries through intensive case preparation, litigation, mediation and trial working independently and as a team.

FINZ & FINZ, P.C., Mineola, NY***Head of Law Department***

2015 – 2018

Headed the appellate and civil rights practice departments at plaintiff-side civil litigation law firm. Effectively managed a high appellate and trial case load.

BENNO & ASSOCIATES P.C., New York, NY***Owner/Principal***

2009 – 2015

See above

SHANDELL, BLITZ, BLITZ & ASHLEY, LLP, New York, NY***Associate***

2008 – 2009

Prosecuted plaintiff-side tort and civil rights cases in state and federal court from inception through trial.

MANHATTAN DISTRICT ATTORNEY'S OFFICE, New York, NY***Assistant District Attorney***

2002 – 2008

Prosecuted violent and white collar felony criminal cases in New York County from inception through appeal. Trial level responsibilities included investigations, grand jury practice, motion practice, hearings and trials. Appellate responsibilities included writing briefs and arguing appeals in state and federal court, responding to collateral challenges to convictions such as post-judgment motions and petitions for state and federal writs of habeas corpus, litigating Article 78 petitions, and responding to petitions for writs of error coram nobis. Caseload included a wide variety of violent and white-collar crimes.

TEACHING**TOURO LAW SCHOOL, Central Islip, NY*****Adjunct Law Professor***

Am teaching upper level courses on wrongful convictions and civil rights.

2022 – Present

NEW YORK LAW SCHOOL, New York, NY***Adjunct Law Professor***

2006 – 2012

Taught Legal Reasoning and Writing and Appellate Advocacy to first year law students as well as upper level drafting courses.

EDUCATION**CORNELL LAW SCHOOL, Ithaca, NY**

J.D., May 2002

JOHNS HOPKINS UNIVERSITY, Baltimore, MD

B.A., 1998

TELEVISION MEDIA**NATIONAL CABLE TELEVISION NETWORK*****Contributor – Legal Analyst***

2019 – Present

BAR ADMISSIONS

State: New York; Connecticut

Federal: SDNY; EDNY; NDNY; WDNY; U.S. Court of Appeals for the Second Circuit; U.S. Court of Appeals for the Third Circuit; U.S. Supreme Court

PROFESSIONAL AFFILIATIONS

Nassau Lawyers' Association (Immediate Past President, two terms)

Nassau County Bar Association (Civil Rights Committee, Federal Courts Committee, Appellate Law Committee)

Nassau-Suffolk Law Services Advisory Council

New York State Trial Lawyers Association

New York State Academy of Trial Lawyers

First Amendment Lawyers Association

Jewish Lawyers' Association of Nassau County

First Amendment Lawyers Association

National Police Accountability Project

PROFESSIONAL HONORS

2012-2022 Super Lawyers, Metro New York - Civil Rights

National Association of Distinguished Counsel

COMMUNITY INVOLVEMENT

Bellmore Kiwanis

Bellmore Lions

Merrick Jewish Center (Board of Directors)

Merrick-Bellmore Jewish Community Council (President)

City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org> Tue, Nov 29, 2022 03:54 PM
Subject : City of Saratoga Springs RFQ for Legal Counsel  2 attachments
To : Angela Rella <angela.rella@saratoga-springs.org>
Cc : Jen Dunn <jen.dunn@saratoga-springs.org>, Robin McFee <robin.mcfee@saratoga-springs.org>
Bcc : michael bamberger <michael.bamberger@dentons.com>, abenno@ameerbenno.com, dboyajian@dblawnny.com, ffn@jrblaw.com, pcambria@lglaw.com, bcovert@lglaw.com, wdreyer@dblawnny.com, dgerhardt@harrisbeach.com, hgreenberg@hgreenberglaw.net, emccampbell@lglaw.com, jay55@optonline.net, lawyer@nppa.org, ed@rudofskylaw.com, Lslaw76@gmail.com, erica dubno <erica.dubno@fahringierlaw.com>

Hello,

The City of Saratoga Springs is seeking bids from qualified vendors requesting a fee quote for legal services responding to a Temporary Restraining Order that seeks to prevent all elected and public employees of the City of Saratoga Springs from releasing information or comments regarding a November 20, 2022 incident. Please see the attached Request for Quotes for Services and the accompanying Risk and Safety Agreement for Professional Services. The quote deadline is Thursday, December 1 at 5pm.

Thank you,

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514



2022-11-29 RFQ counsel.pdf

692 KB



Vendor Risk and Safety Agreement 03032020 (2) (1).doc

159 KB

Fwd: Fwd: City of Saratoga Springs RFQ for Legal Services

From : FoilUser@saratoga-springs.org

Tue, Jan 10, 2023 03:57 PM

Subject : Fwd: Fwd: City of Saratoga Springs RFQ for Legal Services 2 attachments**To :** robin mcfree <robin.mcfree@saratoga-springs.org>

-----Original Message-----

From: James Montagnino <james.montagnino@saratoga-springs.org>

Sent: Fri, 9 Dec 2022 16:07:04 -0500 (EST)

To: jknox <jknox@joneshacker.com>

Subject: Fwd: City of Saratoga Springs RFQ for Legal Services

Hello Jim!

Here's the RFQ and related paperwork. The quicker we could get this the quicker we could move forward.

Many thanks,
Jim

Jim Montagnino

(518) 587-3550 ext. 2627

----- Forwarded Message -----

From: "Angela Rella" <angela.rella@saratoga-springs.org>

To: "Ron Kim" <ron.kim@saratoga-springs.org>, "James Montagnino"

<james.montagnino@saratoga-springs.org>, "Dillon Moran"

<dillon.moran@saratoga-springs.org>, "Tony Izzo" <tony.izzo@saratoga-springs.org>

Sent: Tuesday, November 29, 2022 1:28:14 PM

Subject: City of Saratoga Springs RFQ for Legal Services

Here is the RFQ I plan to send out at 3:00 this afternoon. I am including some local attorneys as well as others who are part of the First Amendment Lawyers organization. Please let me know if you have any comments or changes before it goes. Or if there is anyone specific that you'd like to see included.

Thanks,
Angela

Hello,

The City of Saratoga Springs is seeking bids from qualified vendors requesting a fee quote for legal services responding to a Temporary

Restraining Order that seeks to prevent all elected and public employees of the City of Saratoga Springs from releasing information or comments regarding a November 20, 2022 incident. Please see the attached Request for Quotes for Services and the accompanying Risk and Safety Agreement for Professional Services. The quote deadline is Thursday, December 1 at 5pm.

Thank you,

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

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Vendor Risk and Safety Agreement 03032020 (2) (1).doc

161 KB



2022-11-29 RFQ counsel.docx

55 KB

Zimbra

robin.mcfee@saratoga-springs.org

Fwd: Fee Quote regarding response to Nov. 23 TRO

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: Fee Quote regarding response to Nov. 23 TRO
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Fri, Dec 30, 2022 12:00 AM

 FOIL Response Docs 2 attachments

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext 2514

From: "Ameer Benno" abenno@bennolaw.com
To: "Angela Rella" angela.rella@saratoga-springs.org
Sent: Thursday, December 1, 2022 12:29:48 PM
Subject: re: Fee Quote regarding response to Nov. 23 TRO

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

Hello,
Thank you for your email. Please see the attached fee quote for legal services.

Best,
Ameer Benno


Ameer Benno, Esq.
BENNO & ASSOCIATES P.C.
30 Wall Street, 8th Floor
New York, NY 10005
212) 227-9300 (office)
212) 994-8082 (fax)
www.BennoLaw.com

This email is intended only for the personal and confidential use of the recipient(s) named above and may be legally privileged. This message and/or attachments constitute(s) an electronic communication protected by the Electronic Communication Privacy Act (18 U.S.C. 2510). If you have received this email in error, any review, dissemination, distribution or copying is strictly prohibited; please notify the sender immediately by reply email and permanently delete the copy that you have received. Furthermore, the contents of any attachment to this e-mail may contain software viruses. While we have taken reasonable

precautions to minimize this risk, we cannot accept liability for any damage sustained as a result of such viruses. Virus screening checks should be performed prior to opening any attachments.

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 **Fee Quote Benno.pdf**
249 KB

 **Benno CV (12 1 22).pdf**
62 KB



Fwd: City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:59 PM
 FOIL Response Docs

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext 2514

From: "Angela Rella" angela.rella@saratoga.springs.org
To: "James Montagnino" james.montagnino@saratoga.springs.org
Cc: "ron kim" ron.kim@saratoga.springs.org, "Jen Dunn" jen.dunn@saratoga.springs.org
Sent: Friday, December 9, 2022 4:13:30 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Counsel

You're not missing anything (other than an attachment). 


Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

On Dec 9, 2022, at 3:57 PM, James Montagnino <james.montagnino@saratoga-springs.org> wrote:

Am I missing something or is there no attachment?

J m Montagnino
(518) 587 3550 ext 2627

From: "Angela Rella" angela.rella@saratoga.springs.org
To: "James Montagnino" james.montagnino@saratoga.springs.org
Cc: "Ron Kim" ron.kim@saratoga.springs.org , "Kerry Huyben" <jen.dunn@saratoga-springs.org>
Sent: Friday, December 9, 2022 3:43:53 PM
Subject: Fwd: City of Saratoga Springs RFQ for Legal Counsel

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

Begin forwarded message:

From: Angela Rella <angela.rella@saratoga-springs.org>
Date: November 29, 2022 at 3:54:52 PM EST
To: Angela Rella <angela.rella@saratoga-springs.org>
Cc: Jen Dunn jen.dunn@saratoga.springs.org , Robin McFee <robin.mcfee@saratoga-springs.org>
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Fwd: City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:59 PM

 FOIL Response Docs

 2 attachments

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext 2514

From: "Angela Rella" angela.rella@saratoga.springs.org
To: "James Montagnino" james.montagnino@saratoga.springs.org
Cc: "ron kim" ron.kim@saratoga.springs.org, "Jen Dunn" jen.dunn@saratoga.springs.org
Sent: Friday, December 9, 2022 4:12:20 PM
Subject: Fwd: City of Saratoga Springs RFQ for Legal Counsel

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

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Cc: Jen Dunn <jen.dunn@saratoga-springs.org>, Robin McFee
<robin.mcfree@saratoga-springs.org>
Subject: City of Saratoga Springs RFQ for Legal Counsel

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 **2022-11-29RFQcounsel.pdf**
692 KB

 **VendorRiskandSafetyAgreement03032020(2)(1).doc**
159 KB

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From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee <robin.mcfree@saratoga-springs.org>

Thu, Dec 29, 2022 11:58 PM
 FOIL Response Docs

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Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "James Montagnino" <james.montagnino@saratoga-springs.org>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Cc: "ron kim" <ron.kim@saratoga-springs.org>, "Jen Dunn" <jen.dunn@saratoga-springs.org>
Sent: Friday, December 9, 2022 3:56:57 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Counsel

Am I missing something or is there no attachment?

J m Montagnino
518) 587-3550 ext. 2627

From: "Angela Rella" <angela.rella@saratoga-springs.org>
To: "James Montagnino" <james.montagnino@saratoga-springs.org>
Cc: "Ron Kim" <ron.kim@saratoga-springs.org>, "Kerry Huyben" <jen.dunn@saratoga-springs.org>
Sent: Friday, December 9, 2022 3:43:53 PM
Subject: Fwd: City of Saratoga Springs RFQ for Legal Counsel

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Cc: Jen Dunn <jen.dunn@saratoga-springs.org>, Robin McFee <robin.mcfee@saratoga springs.org>
Subject: City of Saratoga Springs RFQ for Legal Counsel

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Fwd: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH RESPONSE)

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
(HARRIS BEACH RESPONSE)
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:58 PM

 FOIL Response Docs 5 attachments

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext 2514

From: "dgerhardt" dgerhardt@HarrisBeach.com
To: "Angela Rella" angela.rella@saratoga-springs.org, "Heather Crocker"
<heather.crocker@saratoga-springs.org>
Cc: "dgerhardt" <dgerhardt@HarrisBeach.com>, "Daniel R. LeCours"
<dlecours@HarrisBeach.com>
Sent: Saturday, December 3, 2022 2:54:59 PM
Subject: RE: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH
RESPONSE)

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening attachments or clicking any links.

Angela/Heather:

Thank you again for reaching out and expressing the City Council's desire to hire Harris Beach. I have included your Finance Department counterpart, Heather Crocker, given that Commissioner Sanghvi presided at the meeting yesterday and it was not clear how long the mayor was out of town.

Following the initial RFQ submission, the Firm was able to complete its full conflicts check. As a result of various work we do for Saratoga County, a conflict arose relative to our potential work for the City on the matter involving the TRO obtained by the district attorney. As a result, we can serve the City Council as outside counsel on other legal matters as noted in the RFQ. However, we are not able to represent it relative to contesting the TRO obtained by the Saratoga County District Attorney. If the City Council remains interested in working with the Firm in that capacity, please let me know. Attached is a revised draft engagement letter reflective of this exclusion.

I am in the office all day Monday should you or other City Council members like to speak.

I look forward to speaking with you (both) soon.

Douglas Gerhardt

Partner

Saratoga Springs Office
513 Broadway
Saratoga Springs, NY 12866
518.701.2738 Direct
518.369.0798 Mobile

A bany Office
677 Broadway, Suite 1101
A bany, NY 12207
518.427.9700 Main



HARRISBEACH.COM

[A bany](#) | [Buffalo](#) | [Ithaca](#) | [Long Island](#)
[New York City](#) | [Rochester](#) | [Saratoga Springs](#)
[Syracuse](#) | [White Plains](#) | [New Haven, CT](#)
[Newark, NJ](#) | [Washington, D.C.](#)

From: Douglas Gerhardt

Sent: Friday, December 2, 2022 4:09 PM

To: Angela Rella <angela.rella@saratoga-springs.org>

Subject: Re: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH RESPONSE)

Thanks. Let's please speak Monday and before anything is put on a public agenda as we are discussing internally and checking for any conflicts.

Douglas Gerhardt

Partner

HARRIS BEACH PLLC
ATTORNEYS AT LAW

513 Broadway
Saratoga Springs, NY 12866
518-701-2738 (Direct)
518-369-0798 (Cell)

Albany Office
677 Broadway Suite 1101
Albany New York 12210


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On Dec 2, 2022, at 3:41 PM, Angela Rella <angela.rella@saratoga-springs.org> wrote:

 Thank you for your response. We would love to move forward on a contract and will be in touch on Monday with a draft. Ideally, we will have it approved Tues evening at the 12/6 City Council meeting.

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

On Dec 1, 2022, at 11:11 AM, Douglas Gerhardt
<dgerhardt@harrisbeach.com> wrote:

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1. Signed response including the information requested in the RFQ including references and signed Vendor Agreement;

2. Information regarding the firm, practice group information and the bios of the three lead attorneys for this matter; and,
3. Engagement letter in duplicate. Should the City select Harris Beach, this enables an efficient way to begin services.

I am taking the liberty of dropping a hard copy of the attached off in your office in City Hall as well.

Should you have any questions, do not hesitate to contact me. Thank you again for the opportunity. I look forward to hearing from you soon.

Douglas Gerhardt
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518.701.2738 Direct
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Original Message

From: Angela Rella <angela.rella@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 3:55 PM
To: Angela Rella <angela.rella@saratoga-springs.org>
Cc: Jen Dunn jen.dunn@saratoga-springs.org ; Robin McFee
<robin.mcfee@saratoga-springs.org>
Subject: City of Saratoga Springs RFQ for Legal Counsel

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Thank you,

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<DEGHarrisBeachInformationandBios(4875-6641-28651).pdf>

<DEGEengagementLetter-CityofSaratogaSpringsSIGNED(4895-6204-96011).pdf

<DEGSaratogaSpringsRFQResponseandVendorAgreementSigned(4854-1009-28651).pdf>

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 **Engagement Letter Form - City of Saratoga Springs (4859-0042-0673 2).pdf**
176 KB

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From : Angela Rella angela.rella@saratoga-springs.org
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To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:58 PM

 FOIL Response Docs

Angela T Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "dgerhardt" <dgerhardt@HarrisBeach.com>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Sent: Friday, December 2, 2022 4:08:40 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH RESPONSE)

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Douglas Gerhardt
Partner
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From: Angela Rella <angela.rella@saratoga-springs.org>

Sent: Tuesday, November 29, 2022 3:55 PM

To: Angela Rella <angela.rella@saratoga-springs.org>

Cc: Jen Dunn <jen.dunn@saratoga-springs.org>; Robin McFee
<robin.mcfee@saratoga-springs.org>

Subject: City of Saratoga Springs RFQ for Legal Counsel

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City of Saratoga Springs
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From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
(HARRIS BEACH RESPONSE)
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:57 PM

 FOIL Response Docs

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "Angela Rella" <angela.rella@saratoga-springs.org>
To: "dgerhardt" <dgerhardt@harrisbeach.com>
Sent: Friday, December 2, 2022 3:40:53 PM

Subject: Re: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH RESPONSE)

[REDACTED] Thank you for your response. We would love to move forward on a contract and will be in touch on Monday with a draft. Ideally, we will have it approved Tues evening at the 12/6 City Council meeting.

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

On Dec 1, 2022, at 11:11 AM, Douglas Gerhardt <dgerhardt@harrisbeach.com> wrote:

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Douglas Gerhardt
Partner

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ATTORNEYS AT LAW
Saratoga Springs Office
513 Broadway
Saratoga Springs, NY 12866
518.701.2738 Direct
518.369.0798 Mobile
518.427.0235 Fax
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-----Original Message-----

From: Angela Rella <angela.rella@saratoga-springs.org>

Sent: Tuesday, November 29, 2022 3:55 PM

To: Angela Rella <angela.rella@saratoga-springs.org>

Cc: Jen Dunn <jen.dunn@saratoga-springs.org>; Robin McFee
<robin.mcfee@saratoga-springs.org>

Subject: City of Saratoga Springs RFQ for Legal Counsel

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474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

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Fwd: Agenda for 12.02.2022 Special City Council

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: Agenda for 12.02.2022 Special City Council
To : Robin McFee robin.mcfee@saratoga springs.org

Thu, Dec 29, 2022 11:57 PM

 FOIL Response Docs

Angela T. Rella
 Deputy Mayor
 City of Saratoga Springs
 474 Broadway
 Saratoga Springs, NY
 518-587-3550 ext. 2514

----- Forwarded Message -----

From: "Dillon Moran" dillon.moran@saratoga springs.org
 To: "Jen Dunn" <jen.dunn@saratoga-springs.org>
 Cc: "ron kim" <ron.kim@saratoga-springs.org>, "Jason Golub" <jason.golub@saratoga-springs.org>, "Minita Sanghvi" minita.sanghvi@saratoga springs.org , "James Montagnino" <james.montagnino@saratoga-springs.org>, "Tara N Gaston" <tngaston@saratogacountyny.gov>, "Matthew Veitch" <mveitch@saratogacountyny.gov>, "Angela Rella" <angela.rella@saratoga-springs.org> , "Joe Oneill" joe.oneill@saratoga springs.org , "Heather Crocker" <heather.crocker@saratoga-springs.org>, "Jason Tetu" <jason.tetu@saratoga-springs.org>, "Stacy Connors" <stacy.connors@saratoga-springs.org>, "Tony Izzo" <tony.izzo@saratoga-springs.org>, "Samantha Clemmey" samantha.clemmey@saratoga springs.org , "Leigha O'Connor" <leigha.o'connor@saratoga-springs.org>
 Sent: Thursday, December 1, 2022 4:01:53 PM

Subject: Re: Agenda for 12.02.2022 Special City Council

[REDACTED]

Kind Regards,

Dillon Moran
Commissioner of Accounts
City of Saratoga Springs

> On Dec 1, 2022, at 3:18 PM, Jenny Dunn <jen.dunn@saratoga-springs.org> wrote:

>
> Good Afternoon!
>
> The agenda for tomorrow's special city council meeting is attached to this email, and can be found at the following link:

>
> <https://www.saratoga-springs.org/AgendaCenter/ViewFile/Agenda/12022022-3033>

>
> Best,
> Jen
>
> Jen Dunn
> Executive Assistant to the Mayor's Office
> City of Saratoga Springs
> 474 Broadway, Suite 11
> Saratoga Springs, NY 12866
> 518-587-3550 Ext: 2520

>
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> <12.02.2022SpecialCityCouncilAgenda.pdf>

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From : Angela Rella angela.rella@saratoga-springs.org
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
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To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:57 PM

 FOIL Response Docs

 3 attachments

Angela T Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "dgerhardt" <dgerhardt@HarrisBeach.com>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Cc: "dgerhardt" <dgerhardt@HarrisBeach.com>
Sent: Thursday, December 1, 2022 11:07:41 AM
Subject: City of Saratoga Springs RFQ for Legal Counsel (HARRIS BEACH RESPONSE)

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 **DEG Harris Beach Information and Bios (4875-6641-2865 1).pdf**
3 MB

 **DEG Engagement Letter - City of Saratoga Springs SIGNED (4895-6204-9601 1).pdf**
2 MB

 **DEG Saratoga Springs RFQ Response and Vendor Agreement Signed (4854-1009-2865 1).pdf**
112 KB

Fwd: City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee robin.mcfee@saratoga springs.org

Thu, Dec 29, 2022 11:57 PM
 FOIL Response Docs

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "dgerhardt" <dgerhardt@HarrisBeach.com>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 4:13:12 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Counsel

CAUTION: This email originated outside of the City network. Please contact IT Support if you need assistance determining if it's a threat before opening

attachments or clicking any links.

Deputy Mayor:

Thank you for sharing this, and we will be replying.

As I review the documents, I see that a vendor risk and safety document was included.



Thank you

Douglas Gerhardt

Partner

HARRIS BEACH PLLC

ATTORNEYS AT LAW

513 Broadway
Saratoga Springs, NY 12866
518-701-2738 (Direct)
518-369-0798 (Cell)

Albany Office
677 Broadway Suite 1101
Albany New York 12210

[Website](#) | [Bio](#) | [Add to Contacts](#)

www.NYMUNIBLOG.com

practiceGREEN

Save a tree. Read, don't print, emails.

On Nov 29, 2022, at 3:55 PM, Angela Rella <angela.rella@saratoga-springs.org> wrote:

Hello,

The City of Saratoga Springs is seeking bids from qualified vendors requesting a fee quote for legal services responding to a Temporary Restraining Order that seeks to prevent all elected and public employees of the City of Saratoga Springs from releasing information or comments regarding a November 20, 2022 incident. Please see the attached Request for Quotes for Services and the accompanying Risk and Safety Agreement for Professional Services. The quote deadline is Thursday, December 1 at 5pm.

Thank you,

Angela T. Rella
Deputy Mayor
City of Saratoga Springs

474 Broadway
Saratoga Springs, NY
518 587 3550 ext. 2514

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<2022-11-29 RFQ counsel.pdf>

<Vendor Risk and Safety Agreement 03032020 (2) (1).doc

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Fwd: City of Saratoga Springs RFQ for Legal Services

From : Angela Rella <angela.rella@saratoga-springs.org>

Thu, Dec 29, 2022 11:57 PM

Subject : Fwd: City of Saratoga Springs RFQ for Legal Services

 FOIL Response Docs

To : Robin McFee <robin.mcfee@saratoga-springs.org>

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway

Saratoga Springs, NY
518-587-3550 ext. 2514

From: "Angela Rella" <angela.rella@saratoga-springs.org>
To: "Dillon Moran" <dillon.moran@saratoga-springs.org>, "Tony Izzo" <tony.izzo@saratoga-springs.org>
Cc: "ron kim" <ron.kim@saratoga-springs.org>, "Jim Montagnino" <james.montagnino@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 3:59:19 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Services

Thanks everyone. Just went out.

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "Dillon Moran" <dillon.moran@saratoga-springs.org>
To: "Angela Rella" <angela.rella@saratoga-springs.org>, "ron kim" <ron.kim@saratoga-springs.org>, "Jim Montagnino" <james.montagnino@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 2:24:55 PM
Subject: Fwd: City of Saratoga Springs RFQ for Legal Services

All
Just a couple of language/text notes from Stefanie below that should help.

Kind Regards,
Dillon Moran
Commissioner of Accounts
City of Saratoga Springs

Begin forwarded message:

From: Stefanie Richards <stefanie.richards@saratoga-springs.org>
Date: November 29, 2022 at 1:52:36 PM EST
To: Dillon Moran <dillon.moran@saratoga-springs.org>
Subject: Re: City of Saratoga Springs RFQ for Legal Services

Good afternoon,

First line "City is seeking bids" should be City is seeking quotes.

Second page first bullet, "flat rate for 2022" limits services to 2022. [REDACTED]

Second bullet for the awarded it should be "The contract if awarded, shall go to the responsive and responsible firm submitting the best value quote complying with the conditions and qualifications in their request for quote."

Thanks

From: "Dillon Moran" <dillon.moran@saratoga-springs.org>
To: "Stephanie Richards" <stefanie.richards@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 1:43:32 PM
Subject: Fwd: City of Saratoga Springs RFQ for Legal Services

Please let me know if you see any issues.

Kind Regards,
Dillon Moran
Commissioner of Accounts
City of Saratoga Springs

Begin forwarded message:

From: Angela Rella <angela.rella@saratoga-springs.org>
Date: November 29, 2022 at 1:28:23 PM EST
To: ron kim <ron.kim@saratoga-springs.org>, James Montagnino <james.montagnino@saratoga-springs.org>, Dillon Moran <dillon.moran@saratoga-springs.org>, Tony Izzo <tony.izzo@saratoga-springs.org>
Subject: City of Saratoga Springs RFQ for Legal Services

Here is the RFQ I plan to send out at 3:00 this afternoon. I am including some local attorneys as well as others who are part of the First Amendment Lawyers organization. Please let me know if you have any comments or changes before it goes. [REDACTED]

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Deputy Mayor
City of Saratoga Springs
474 Broadway
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Fwd: City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:57 PM

 FOIL Response Docs

 2 attachments

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext. 2514

----- Forwarded Message -----

From: "Angela Rella" <angela.rella@saratoga-springs.org>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Cc: "Jen Dunn" <jen.dunn@saratoga-springs.org>, "Robin McFee" <robin.mcfee@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 3:54:43 PM
Subject: City of Saratoga Springs RFQ for Legal Counsel

Hello,

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Deputy Mayor
City of Saratoga Springs
474 Broadway

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2022-11-29 RFQ counsel.pdf

692 KB



Vendor Risk and Safety Agreement 03032020 (2) (1).doc

159 KB

Fwd: City of Saratoga Springs RFQ for Legal Counsel

From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Counsel
To : Robin McFee <robin.mcfee@saratoga-springs.org>

Thu, Dec 29, 2022 11:56 PM

FOIL Response Docs

2 attachments

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518 587 3550 ext. 2514

----- Forwarded Message -----

From: "Angela Rella" <angela.rella@saratoga-springs.org>

To: "Angela Rella" <angela.rella@saratoga-springs.org>
Cc: "Jen Dunn" jen.dunn@saratoga springs.org , "Robin McFee" <robin.mcfree@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 3:54:43 PM
Subject: City of Saratoga Springs RFQ for Legal Counsel

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City of Saratoga Springs
474 Broadway
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692 KB

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From : Angela Rella angela.rella@saratoga springs.org
Subject : Fwd: City of Saratoga Springs RFQ for Legal Services
To : Robin McFee <robin.mcfree@saratoga-springs.org>

Thu, Dec 29, 2022 11:56 PM
 FOIL Response Docs

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Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

From: "Dillon Moran" <dillon.moran@saratoga-springs.org>
To: "Angela Rella" <angela.rella@saratoga-springs.org>, "ron kim" <ron.kim@saratoga-springs.org>, "Jim Montagnino" <james.montagnino@saratoga-springs.org>
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City of Saratoga Springs

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Subject: City of Saratoga Springs RFQ for Legal Services

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From : Angela Rella <angela.rella@saratoga-springs.org>
Subject : Fwd: City of Saratoga Springs RFQ for Legal Services
To : Robin McFee <robin.mcfree@saratoga-springs.org>

Thu, Dec 29, 2022 11:56 PM

 FOIL Response Docs

Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

----- Forwarded Message -----

From: "ron kim" <ron.kim@saratoga-springs.org>
To: "Angela Rella" <angela.rella@saratoga-springs.org>
Cc: "Dillon Moran" <dillon.moran@saratoga-springs.org>, "James Montagnino" <james.montagnino@saratoga-springs.org>, "Tony Izzo" <tony.izzo@saratoga-springs.org>
Sent: Tuesday, November 29, 2022 2:11:08 PM
Subject: Re: City of Saratoga Springs RFQ for Legal Services


Looks great. Thank you.

Ron Kim
Mayor
City Hall
474 Broadway
Saratoga Springs, NY 12866
EML: Ron.Kim@saratoga-springs.org
TEL: 518-587-3550 ext 2523
TXT: 518-414-2118
WEB: www.Saratoga-springs.org

Sent from my iPhone

> On Nov 29, 2022, at 2:07 PM, James Montagnino <james.montagnino@saratoga-springs.org> wrote:

>

> Looks great to me, Angela. Nice work on short notice. 

> Jim

>

> Sent from my iPhone

>

>>> On Nov 29, 2022, at 1:28 PM, Angela Rella <angela.rella@saratoga-springs.org> wrote:

>>>

>>

>> Here is the RFQ I plan to send out at 3:00 this afternoon. I am including

some local attorneys as well as others who are part of the First Amendment Lawyers organization. Please let me know if you have any comments or changes before it goes. [REDACTED]

>>

>> Thanks,

>> Angela

>>

>> -----

>>

>> Hello,

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>>

>> Thank you,

>>

>> Angela T. Rella

>> Deputy Mayor

>> City of Saratoga Springs

>> 474 Broadway

>> Saratoga Springs, NY

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>>

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>

>

> <VendorRiskandSafetyAgreement03032020(2)(1).doc>

> <2022-11-29RFQcounsel.docx>


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Angela T. Rella
Deputy Mayor
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY
518-587-3550 ext. 2514

Forwarded Message

From: "Angela Rella" <angela.rella@saratoga-springs.org>
To: "ron kim" <ron.kim@saratoga-springs.org>, "James Montagnino" <james.montagnino@saratoga-springs.org>, "Dillon Moran" <dillon.moran@saratoga springs.org>, "Tony Izzo" <tony.izzo@saratoga springs.org>
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Vendor Risk and Safety Agreement 03032020 (2) (1).doc

159 KB



2022-11-29 RFQ counsel.docx

55 KB



December 1, 2022

BY E-MAIL

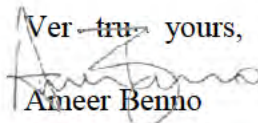
Hon. Angela T. Rella, Deputy Mayor
Angela.rella@saratoga-springs.org

Re: Nov. 23, 2022 TRO Matter

Dear Ms. Rella:

I write in response to your Nov. 29, 2022 request for a fee quote for legal services retaining to the above-referenced matter.

- **Company name:** Benno & Associates P.C.
- **Contact person:** Ameer Benno, Esq. My contact information is in the footer of this letter. Additionally, my cell phone is (646) 286-1300.
- **Three client references** for recent constitutional litigation:
 - (1) **Foundation Against Intolerance & Racism.** The address is 485 Madison Avenue, 16th Floor, New York, NY 10022. Contact is Leigh Ann O'Neill. Her email is leigh-ann.oneill@fairforall.org.
 - (2) **Legal Insurrection Foundation.** The address is 18 Maple Avenue #280, RI 02806. Contact is Prof. Bill Jacobson. His email is contact@legalinsurrection.com. His phone number is (401) 246-4192.
 - (3) **United Jewish Gun Coalition.** The address is 400 Rella Blvd, Ste. 207-26, Montebello, NY 10901. Contact is Tzvi Waldman. His email is Tzviwaldman@pm.me. His phone number is (347) 414-3107.
- **Legal Experience and Qualifications:** See attached CV. I also direct you to my firm's website: www.BennoLaw.com.
- **Hourly billing rate and expenses:** I propose an **hourly rate of \$375** to be billed in 1/10 of an hour increments. I would be the sole attorney working on this matter. While I am open to a possible flat rate, I would have to better understand the scope of the work before I could suggest a fee (ie, does it include appeals?). Expenses would be reimbursed at cost (with vehicle travel charged at IRS mileage rate).

Ver-~~tra~~ yours,

Ameer Benno

Enclosure

A completed Certification of Sufficient Funds for amounts \$50,000.00 or more, all waive of bid, change orders, all Commissioner of Finance, and all Capital Project purchases.



City of Saratoga Springs, NY Contract

Company Name: E Stewart Jones Hacker Murphy

Company Address: 28 Second Street, Troy, NY 12180

Company Telephone No.: 518.274.5820

Company Fax No.: _____

Vendor and/or Service Provider Primary Contact: James C. Knox

Title: Partner

Primary Contact Email: _____

Service to be Provided: Legal Services

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for the provision of legal services relating to the Saratoga County DA's November 23, 2022 Restraining Order, the Vendor and/or Service Provider submitted proposals dated December 13, 2022 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date for a term of one (1) year from the date of execution. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed Fifteen Thousand Dollars (\$15,000), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The City Attorney is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Brian Kremer. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: E Stewart Jones Hacker Murphy, 28 Second St, Troy, NY 12180
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the

Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Three Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions:** Two Million Dollars per Claim Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 or use of City facilities. 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. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an ***Additional Insured on a primary and non-contributory*** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, 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 or purchase of the services, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance,

administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: _____ **Date:** _____

Print Name: _____ **Title:** _____

City of Saratoga Springs' Signature: _____ **Date:** _____

Print Name: Meg Kelly **Title:** Mayor **City Council Approval Date:** _____



E. STEWART

Jones Hacker Murphy LLP

ATTORNEYS & COUNSELORS AT LAW

Please send all mail to:
TROY OFFICE

28 SECOND STREET
TROY, NY 12180
PHONE: (518) 274-5820

200 HARBORSIDE DRIVE, SUITE 300
SCHENECTADY, NY 12305
PHONE: (518) 783-3843

511 BROADWAY
SARATOGA SPRINGS, NY 12866
PHONE: (518) 584-8886

1659 CENTRAL AVENUE, SUITE 103
ALBANY, NY 12205
PHONE: (518) 486-8800

FAX: (518) 274-5875

www.joneshacker.com

December 13, 2022

Via email to: angela.rella@saratoga-springs.org

City of Saratoga Springs
Angela T. Rella, Deputy Mayor
474 Broadway
Saratoga Springs, New York 12866

Re: *E. Stewart Jones Hacker Murphy, LLP
Response to Request for Fee Quote for
Legal Services*

Dear Ms. Rella:

E. Stewart Jones Hacker Murphy, LLP is pleased to respond to the City of Saratoga Springs' Request for Fee Quote ("RFQ") regarding the provision of legal services.

We have examined and understand the scope of the RFQ and would offer our services in the area of litigation, in responding to a November 23, 2022 Temporary Restraining Order Restricting Dissemination of Sensitive Information, which was issued November 23, 2022 by The Honorable Dianne N. Freestone, Supreme Court Justice of the Saratoga County Supreme Court in the Fourth Judicial District of New York, entitled "In the Matter of the Ongoing Investigation into a Police Involved Shooting at the Corner of Broadway and Caroline Street, Saratoga Springs, New York at 3:03 AM on November 20, 2022."

E. Stewart Jones Hacker Murphy, LLP, is a limited liability corporation with offices in Albany, Troy, Schenectady and Saratoga Springs, New York. The firm services private clients and municipalities throughout New York State. The firm strives to provide its municipal clients with practical cost-effective solutions to litigation issues which, include, if necessary, a vigorous defense and trial of the action or claim.

James C. Knox, Esq., (partner) and Benjamin Neidl, Esq., (of counsel) would be the primary firm attorneys responsible for providing legal services on this account. Their paralegal is Paula Campione, and the firm's bookkeeper and person who may be contacted for matters related to billing and payment is Kelly Richards.

Our quoted rates for the work described in the RFQ are as follows:

Partners and Of Counsel	\$400.00 per hour
Associates	\$325.00 per hour
Paralegals and Legal Assistants	\$125.00 per hour

This hourly rate is discounted from our firm's ordinary partner and of counsel rate of \$500.00 per hour.

I have been a partner in this law firm since 2015. I graduated from Lewis & Clark Law School, *magna cum laude*, in 2009, and I was originally admitted to the bar in Massachusetts in 2009 and was admitted in New York over 12 years ago, in January 2010. Thereafter, I worked as a law clerk at the Appellate Division for the Third Judicial Department of the New York State Supreme Court for two years before joining the E. Stewart Jones Law Firm in 2011. (The firm, following a merger, became the E. Stewart Jones Hacker Murphy Law Firm in 2015.)

Since entering private practice, I have represented over approximately 1,200 clients including individuals and entities. I have been the primary legal attorney in over 65 matters in the Northern District of New York, both civil and criminal, and have been admitted to practice in the Northern District since 2011. I am also admitted to Southern District of New York and to the Second Circuit Court of Appeals. I have tried numerous civil and criminal matters to verdict and have litigated literally hundreds of other matters to disposition or settlement. I have completed federal mediations on numerous cases in the Northern District and have successfully achieved negotiated settlements on behalf of both plaintiffs and defendants in federal and state civil cases. I am experienced in and presently engaged in the federal and state disclosure and discovery process, have conducted countless investigations, depositions, and engaged in fulsome motion practice at all levels. Our firm has a statewide and national recognition as one of the preeminent firms to practice in federal court in Upstate New York and I am presently the partner at this firm who is the most engaged in representing litigants in federal court and state court. My practice is 100% devoted to litigation. I have represented government clients before the Appellate Division and have argued at the Second Circuit Court of Appeals and at the New York Court of Appeals multiple times, including on behalf of a sitting judge, in *Matter of Soares v Carter*, 25 NY3d 1011 (2015).

Benjamin Neidl, Esq., is of counsel at E. Stewart Jones Hacker Murphy, and has in his career amassed vast civil litigation experience in state and federal court. Mr. Neidl is a graduate of St. John's University School of Law, *cum laude*. He has been admitted to practice law in New York since 2001, is admitted to the Southern, Northern and Western Districts of New York, and has litigated numerous cases in each district. His practice is 100% devoted to civil litigation, representing both plaintiffs and defendants. Mr. Neidl has an extensive administrative law process, including representation of regulated entities in investigative and disciplinary proceedings before various New York State agencies, including the Division of Human Rights, Department of Labor, State Liquor Authority and State Education Department, among others. This administrative practice will provide essential insights into the underlying issues in this case.

Mr. Neidl has extensive experience in government litigation and is counsel to multiple municipalities. He has handled nearly 20 appellate matters, including appearing multiple times at

the Court of Appeals. He has handled countless other actions involving government entities at all levels of litigation. He and I recently represented the New York State Senate and the Senate Majority Leader in *Matter of Amedure v State* (___ AD3d ___, 2022 WL 16568516 [3d Dept 2022]), wherein Mr. Neidl successfully argued on behalf of our clients to uphold the statutes governing absentee ballots.

Paula Campione is a legal assistant and paralegal, with over 20 years of experience in civil litigation. Her depth and breadth of experience in state and federal litigation makes her as valuable as some attorneys, insofar as she is able to save a significant amount of attorney time and litigation expense on any case in which she is involved. Ms. Campion has especial experience in review and organization of discovery in both electronic and hard copy format, drafting and proofing legal documents, and organizing files for litigation. She is an expert at navigating Pacer and NYSCEF electronic filing.

The following are representatives are the contact persons for government clients we have previously represented. Please note that our representations of said clients are governed by the rules pertaining to client confidentiality, and these persons are being disclosed only because the previous representations of the following respective clients by the firm are matters of public record. The inclusion of this information should not be construed as any waiver of confidentiality or other privilege by or on behalf of any current or prior client listed below, and we would appreciate advance notice should you seek to contact any of our clients.

Mark C. Taylor, Esq., Newburgh Town Attorney, Rider, Weiner & Frankel, P.C., P.O. Box 2280, Newburgh, New York 12550; Tel: 845-562-9100;
E-Mail: mtaylor@riderweiner.com;

New York State Senate, Alejandra N. Paulino, Esq., Secretary
The Capital, Room 321, Albany, NY 12247
Tel: 518-455-2908; Email: apaulino@nysenate.gov

County of Rensselaer; Carl J. Kempf, III, Esq., 1600 7th Ave., Troy, NY 12180
Tel: 518-270-2950; Email: CKempf@rensco.com

Our firm is especially suited to the kind of expedited legal work required in this matter, in a way that separates us from other law firms available in the area based upon our experience, expertise and connections, which is why we are able to command the fees we charge. We have the ability to take on complex matters and we have experience representing prestigious clients throughout New York state. Our firm's broad experience and well-earned reputation as litigators and appellate attorneys allows us to obtain work at our ordinary rates but, given the importance of this matter to the civil rights at issue, we are willing to offer the reduction from our ordinary rates as set forth above.

I look forward to speaking with you about this matter soon.

Very truly yours,

E. STEWART JONES HACKER MURPHY, LLP

/s/ James C. Knox

James C. Knox

JCK/kjr

Enclosure



City of Saratoga Springs, NY: Risk and Safety Agreement for Vendor Services

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
 City Department: _____ Department Contact Person: _____ City Ext.: _____
 Company Name: E. Stewart Jones Hacker Murphy, LLP
 Company Address: 28 Second St., Troy, NY 12180
 Company Telephone No.: 518-274-5820 Company Fax No.: 518-274-5875
 Vendor Primary Contact for This Project: Kelly Richards, Financial
James Knox, Partner

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor represents that it has all necessary governmental licenses to perform the services described herein.

The Vendor shall procure and maintain during the term of this contract, at the Vendor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs (the "City"), its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk and Safety must approve all insurance certificates. The City reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor.

The City requires the Vendor name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** One Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

It shall be an affirmative obligation of the Vendor to advise City's Office of Risk and Safety via mail to **Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Suite 14, Saratoga Springs, NY 12866**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor 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 Vendor 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 or use of City facilities. 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. In the event the Vendor utilizes a Sub-contractor for any portion of the services outlined within the scope of its activities, the SubVendor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor. All insurance required of the Sub-contractor shall name the City as an ***Additional Insured on a primary and non-contributory basis*** for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Vendor, to the fullest extent provided by law, shall defend, indemnify and save harmless the City, its Agents and Employees, 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 or purchase of the services, 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 Vendor or its employees or anyone for whom the Vendor is legally liable or Sub-contractor. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any

court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor, as aforesaid.

The Vendor agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Vendor will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and its staff are to be and shall remain an independent Vendor with respect to all services performed under this Agreement. The Vendor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor or other persons, while engaged in the performance of any work or services required by the Vendor under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor, its officers, agents, Vendors or employees shall in no way be the responsibility of the City; and the Vendor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

The City specifically reserves the right to suspend or terminate all work under this contract whenever Vendor and/or Vendor's employees or sub-contractor are proceeding in a manner that threatens the life, health or safety of any of Vendor's employees, sub-contractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City in no way obligates the City to inspect the safety practices of the Vendor. If the City exercises its rights pursuant to this part, the Vendor shall be given three (3) days to cure the defect, unless the City, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City's legal obligation to continuously provide Vendor's service to the public or the City's immediate need for completion of the Vendor's work. In such case, Vendor shall immediately cure the defect. If the Vendor fails to cure the identified defect(s), the City shall have the right to immediately terminate its contract.

Vendor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor Signature:

Date:

12-13-22