

**Business of the Village Board
Village of Saranac Lake**

SUBJECT: Authorize Agreement

DATE: 5-9-2022

DEPT OF ORIGIN: Mayor Williams

BILL # 63-2022

DATE SUBMITTED: _____

EXHIBITS: _____

APPROVED AS TO FORM:

Village Attorney

Village Administration

EXPENDITURE
REQUIRED

AMOUNT
BUDGETED

APPROPRIATION
REQUIRED:

Authorize Mayor Williams to execute agreement with Fischer, Bessette, Muldowney and McArdie, LLP Attorney for legal services.

MOVED BY: Scollin SECONDED BY: Brunette

VOTE ON ROLL CALL:

MAYOR WILLIAMS

YES

TRUSTEE BRUNETTE

YES

TRUSTEE CATILLAZ

YES

TRUSTEE SCOLLIN

YES

TRUSTEE SHAPIRO

YES

AGREEMENT

THIS AGREEMENT, dated the ___ day of May, 2022 between Fischer Bessette Muldowney & McArdle, LLP, with offices located at 43 Golf Course Road, Malone, NY 12953 (hereinafter, the "Attorneys") and Village of Saranac Lake, with offices at 39 Main Street, Suite 9, Saranac Lake, NY 12986 (hereinafter, the "Client").

WHEREAS, the Client desires to engage the services of Attorneys to act as Village Attorneys; and

WHEREAS, the Consultant desires to provide such services.

NOW, THEREFORE, the Client and the Attorneys agree as follows:

ARTICLE I. TERM: Attorneys shall provide services pursuant to this Agreement for a term beginning as of January 1, 2022.

ARTICLE II. INDEPENDENT CONTRACTOR: Attorneys are independent contractors and not employees of the Client.

ARTICLE III. SERVICES TO BE PROVIDED: The parties agree that the Consultant will act as the Attorneys for the Client.

ARTICLE IV: PAYMENT TO THE ATTORNEYS

1. **Fee:** The Client will pay Attorneys for services hereunder at a rate of \$225 / hour.

ARTICLE V: TERMINATION:

This Agreement may be terminated by either party upon not less than thirty (30) days' written notice to the other party.

ARTICLE VI: MISCELLANEOUS

1. **Execution by Both Parties.** This Agreement shall not become effective and binding until fully executed by all parties hereto.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
3. **Agreement May Not be Assigned.** The Consultant and the Client covenant not to assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld.
4. **Entire Agreement.** This Agreement, and any attachments hereto, contain all the terms, promises, covenants, conditions and representations made or entered into by and between the Consultant and the Client with regard to the transactions contemplated herein, and supersede all prior discussions and agreements, whether written or oral, between Consultant and the Client with respect thereto.
5. **Modification or Amendment.** This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by both the Consultant and the Client with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of May, 2022.

Fischer Bessette Muldowney & McArdle, LLP, Attorney

By: Matthew H. McArdle, Managing Partner

Village of Saranac Lake

By: _____ (Title)