

**TOWN OF PLATTSBURGH
TOWN BOARD MONTHLY MEETING
December ____, 2019**

Resolution No. 019-

**Resolution authorizing Supervisor to enter into Agreement
with James J. Coffey, Esq. to provide legal services**

WHEREAS, the Town Board of the Town of Plattsburgh wishes to retain the services of James J. Coffey, Esq. as an independent contractor that is an appointed official to provide legal services on behalf of the Town.

WHEREAS, James J. Coffey, Esq. has offered to provide legal services to the Town.

WHEREAS, the Town desires to retain James J. Coffey to perform legal services.

NOW THEREFORE, the Town Board of the Town of Plattsburgh in regular session duly convened does hereby:

1. Authorize the Supervisor to execute the attached Agreement with James J. Coffey, Esq. to furnish and perform Legal Services for the Town which are the subject of the attached Agreement.
2. For the above services as outlined, the Attorney will submit an appropriate voucher to the Town for audit and payment of the Legal Services rendered during the prior month.
3. James J. Coffey, Esq. will be entitled to protection under the Public Officials Liability Policy of the Town.
4. This Resolution shall take effect immediately.

Motion:

Seconded by:

Discussion:

Roll Call:

Yes No Absent Carried Tabled

Thomas E. Wood
Meg E. LeFevre
Barbara E. Hebert
Charles A. Kostyk
Michael S. Cashman

AGREEMENT

THIS AGREEMENT made this 1st day of January 2021 between the **TOWN OF PLATTSBURGH**, a municipal corporation with its principal place of business located at 151 Banker Road, Plattsburgh, New York 12901, party of the first part, and **JAMES J. COFFEY, ESQ.**, residing at 42 Lake Breeze Drive, Plattsburgh, New York 12901, and having a place of business located at 39 Broad Street, Plattsburgh, New York 12901, party of the second part.

WITNESSETH:

WHEREAS, on November ____, 2020, the party of the first part duly adopted a resolution at a meeting of its Town Board retaining the party of the second part on a contract basis as attorney for the Town of Plattsburgh during the calendar year **2021**; and

WHEREAS, the party of the second part, after conferring with the Supervisor of the party of the first part, has agreed to render the requested legal services for the party of the first part, including attending Town Board meetings, preparing resolutions, preparing legal documents, counseling the Supervisor, the Town Board, and the heads of other departments of the party of the first part;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties hereto as follows:

1. **Duties:** The party of the first part hereby retains the party of the second part to render legal services on matters referred to him by the Supervisor and/or the Town Board of the Town of Plattsburgh and the party of the second part agrees to render such services to the party of the first part. The services required of the party of the second part shall be attendance at all meetings of the Town Board of the Town of Plattsburgh, unless excused from a particular meeting by the Supervisor of the party of the first part by reason of illness or a conflict with an overriding commitment; counseling the Supervisor and members of the Town Board of the party of the first part and department heads of the party of the first part with reference to municipal matters pertaining to the party of the first part; assisting in the preparation of required resolutions for consideration by the Town Board of the party of the first part; and performing such other legal services for the party of the first part as may be agreed upon by the parties hereto.

2. **Term:** The term of this Agreement shall be for the period commencing January 1, 2021 and ending December 31, 2021.

3. **Additional Duties:** Appearances for the party of the first part in a court of record shall not be covered by this agreement unless the party of the second part agrees to render such services as part of this Agreement. In addition, the parties may from time to time agree that certain matters fall outside the normal duties as contemplated by this agreement, and in such cases, the parties may mutually agree on the additional compensation that would be appropriate in such cases.

4. **Consideration:** The parties hereto agree that the total amount to be paid by the party of the first part to the party of the second part during the term of this Agreement shall be the sum of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, plus necessary authorized disbursements. The party of the second part shall submit to the party of the first part at the monthly meeting in January and at the monthly meeting thereafter during the term of this Agreement, a monthly voucher statement for one-twelfth of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**, or **FOUR THOUSAND ONE HUNDRED SIXTY-SIX AND 67/100 DOLLARS (\$4,166.66)**, due and payable for legal services rendered. The party of the second part shall not be entitled to mileage for attending Town Board meetings and other necessary trips to the Town Hall in Plattsburgh, New York.

5. **Independent Contractor:** Party of the second part is an independent contractor and shall not be considered an employee of the party of the first part and shall not be entitled to any benefits under this Agreement, except that party of the second part will be entitled to protection under the Public Officials Liability Policy of the party of the first part.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOWN OF PLATTSBURGH

By: Michael Cashman, Supervisor

JAMES J. COFFEY, Attorney