

## **AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT, effective on the 1<sup>st</sup> day of May, 2025 between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with principal offices at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as "COUNTY"), and MARY PAT WALSH, ESQ., an individual engaged in the practice of law with offices at 226 Lockwood Road, Syracuse, New York 13214 (hereinafter referred to as "MS. WALSH").

### WITNESSETH:

WHEREAS, the COUNTY desires to retain MS. WALSH to furnish and perform legal services for the COUNTY; and

WHEREAS, MS. WALSH has offered to provide legal services to the COUNTY;

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants hereinafter expressed, it is hereby agreed by and between the parties hereto as follows:

1. Subject to, and in accordance with, the terms, conditions and provisions of this Agreement: the COUNTY hereby retains MS. WALSH to furnish and perform legal services for the COUNTY which are the subject of this Agreement.

2. MS. WALSH shall be compensated at the rate of one hundred fifty-eight dollars per hour (\$158.00/hour) for the performance by MS. WALSH of (i) representation of the COUNTY in guardianship matters; and (ii) other matters as agreed between MS. WALSH and the COUNTY. Total compensation pursuant to this Agreement shall not exceed Fifty thousand dollars (\$50,000.00).

3. No payments described in paragraph 2 hereof shall be due and owing until MS. WALSH has submitted to the COUNTY, via the County Attorney, a detailed signed voucher, and such voucher has been audited and approved for payment by the COUNTY. It is understood that any such payments shall be made directly to MS.WALSH. It is further understood that any form 1099 issued by the COUNTY with respect to such payments shall show MS. WALSH as the recipient of the payments.

4. It is understood that MS. WALSH will be furnishing and providing the legal services described herein on a part-time basis, however, MS. WALSH shall give reasonable priority to COUNTY legal matters so that the COUNTY's legal needs are properly and promptly attended to. MS. WALSH shall give prompt and reasonable notice to the COUNTY in the event that she is unable to attend any court appearance in which she is scheduled such that the COUNTY can arrange for appropriate coverage or rescheduling of the same.

5. It is expressly understood that MS. WALSH is an independent contractor and shall not be deemed to be an officer or employee of the COUNTY for any purpose. MS. WALSH in accordance with her status as an independent contractor, covenants and agrees that she will conduct herself consistently with such status. MS. WALSH will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited

to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit as a result of this Agreement. The parties agree that MS. WALSH is not entitled to or eligible for social security, Medicare, disability benefits, health insurance benefits, sick leave benefits, vacation benefits, retirement benefits, unemployment insurance benefits or any other benefits through the COUNTY as a result of the provision of legal service pursuant to this Agreement.

6. This Agreement shall begin on May 1, 2025 and shall terminate on April 30, 2026. This Agreement is terminable by either party upon two weeks written notice.

7. In accordance with the provisions of Section 109 of the General Municipal Law, MS. WALSH is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of its right, title or interest in this Agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the COUNTY.

8. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion.

9. No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

10. The terms of this Agreement, including the Oneida County Standard Addendum constitute the complete agreement and understanding of the parties hereto with respect to the subject matter hereof.

11. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of New York.

12. The Oneida County Executive whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the COUNTY.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on the date respectively stated.

**County of Oneida**

**Mary Pat Walsh, Esq.**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Mary Pat Walsh, Esq.

Approved

\_\_\_\_\_  
Amanda L. Cortese-Kolasz  
County Attorney