

**CITY OF GLEN COVE
RETAINER AGREEMENT FOR
CITY ATTORNEY**

THIS AGREEMENT made and entered into as of the _____ day of January, 2014 by and between the **CITY OF GLEN COVE**, County of Nassau, State of New York, hereinafter referred to as the "**CITY**" and **CHARLES G. MCQUAIR, ESQ.**, hereinafter referred to as "**CGM**," and **MCQUAIR AND ASSOCIATES, P.C.**, Attorneys at Law, hereinafter referred to as "**THE FIRM**."

WITNESSETH:

WHEREAS, the CITY has the need for legal counsel and services of a City Attorney and law firm with the particular training, ability, knowledge and experience possessed by CGM and THE FIRM, respectively; and

WHEREAS, the CITY has determined that CGM and THE FIRM are qualified and capable of performing the professional services as CITY does hereafter require, under these terms and condition set forth; and

WHEREAS, it is the purpose of this Agreement to establish the terms and conditions of employment of CGM and THE FIRM under this Retainer Agreement to act as attorneys and legal counsel for and to fulfill the duties of general and legal counsel to the CITY;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES DO AGREE AS FOLLOWS:

SECTION 1. - GENERAL RESPONSIBILITIES

The FIRM is to act as general and legal counsel to the CITY. CGM is designated as and appointed City Attorney

SECTION 2. - SPECIFIC PERFORMANCE AND DUTIES

As general and legal counsel, CGM or a designated attorney from THE FIRM shall:

A. Attend all regularly scheduled meetings of the City Council (including pre-Council meetings and other meetings when necessary (including but not limited to land use public hearings, neighborhood meetings, land purchase/sale meetings, etc.).

B. Provide appropriate oral or written legal advice and opinions required or requested. Such advice or opinion will ordinarily be requested by the CITY; or it will be originated and proposed to appropriate staff by THE FIRM.

C. Review minutes, findings and decisions, documents, motions, resolutions, ordinances, contracts, leases, purchases and other legally binding agreements, consistent with existing laws, statutes, administrative rules and regulations.

D. Provide such assistance and legal advice as may be required by the Mayor and City Council for the administration of the CITY.

F. Represent the CITY in pre-summons and complaint litigation inclusive of General Municipal Law 50-h examinations and the reviewing of all cases referred to CITY'S self insurance fund third party administrator, currently Claims Service Bureau (hereinafter "CSB"). Where appropriate assist and cooperate with

special counsel as necessary. It is understood by the parties that CGM shall assist in identifying those areas where special counsel may be required and to assist the CITY in the selection of special counsel. CGM shall review and approve the bills and vouchers of all special counsel and CSB.

G. Advise and assist the CITY in matters involving Municipal Corporation Law, New York Budget Law, elections, special elections, and state laws governing public leasing, purchasing and contracting, code development and enforcement, intergovernmental agreements, federal civil rights and related state and federal issues and employee matters.

H. Supervise, coordinate and manage the prosecution of all matters before the Glen Cove City Court.

I. Review newly enacted laws, administrative rules and case law as requested and provide advice to the Mayor, Council and Departments for appropriate compliance measures.

J. Attendance by CGM and/or THE FIRM will not be required at weekly routine staff or Departmental meetings, however, at the option of the Mayor, upon reasonable notice, and at a mutually convenient time, meetings between the CITY and CGM and/or THE FIRM will be held to address legal issues.

K. Utilize best efforts and abilities to minimize legal expenses and advise the CITY of liability exposure.

SECTION 3. - COMPENSATION

This Retainer Agreement shall compensate CGM and THE FIRM for the services described above as follows:

A. For the services set forth in Section 2 above The CITY will pay:

- 1) To CGM a monthly salary of \$1,000.00.
- 2) To THE FIRM a monthly retainer in the sum of \$8,583.00.

The sums payable hereunder are payable in advance on the first day of each month, or as soon thereafter as reasonably possible,

B. All other services examples of which are hereinafter set forth shall be charged to the CITY at an hourly rate of \$195.00 per hour. Charges will be made in 15 minute increments.

- 1) Civil litigation and appeals beyond CITY hearing bodies, i.e. Labor Arbitration(s).
- 2) Civil litigation from the time of service upon the City of a summons and complaint.
- 3) Appeals from CITY Court.
- 4) Preparation for the issuance and sale of CITY bonds.
- 5) Preparation of business development loan/guarantee documentation.
- 6) Filing and prosecution of local code enforcement cases, except as set forth in Section 2 subdivision H above.
- 7) Assignments mutually agreed as outside of the retainer by the Mayor and City Attorney and not specifically listed as included in the retainer.

- 8) Work in addition to or outside the scope of that work historically performed by the City Attorney's office within the general retainer.
- 9) "Code enforcement" activities beyond customary prosecution of criminal violations charged by the CITY Code Enforcement Officer(s).
- 10) Clerical services for support of CITY prosecution services.
- 11) Employment Litigation to discharge an employee

C. CGM will not participate in the CITY'S Health Insurance coverage nor shall he receive any retirement benefits. Payment of the Health Insurance for Family coverage will be the responsibility of the CGM.

D. The CITY shall continue to maintain or re-instate its Westlaw account, at its own expense, for the mutual benefit of the parties hereto.

E. The CITY, CGM and THE FIRM agree to review this Agreement on a quarterly basis to determine a fair amount of compensation for the services rendered.

SECTION 4. - AUTHORIZATION FOR SERVICES BILLED AT HOURLY RATE

A. To control costs, all non-routine day to day CITY requests for legal services (with the exception of requests from the Mayor or City Council) will be directed back to the Mayor, i.e. a request of a CITY Department for a written legal opinion. B. Hourly service will be specifically authorized by the Mayor.

SECTION 5. - EXPENSES

In addition to the foregoing charges for services, the CITY will pay, upon receipt of an itemized statement from CGM and/or THE FIRM, for reasonable expenses, including but not limited to travel expenses incurred for travel beyond the Nassau County borders, and disbursements incurred in connection with the performance of their duties as City Attorney and legal counsel for the CITY.

SECTION 6. - BILLING

Billing for hourly services and expenses will be monthly and will be identified as to Mayor, CITY Council or CITY Department. THE FIRM'S billing will include the following:

- A. Date
- B. Hours
- C. Topic or area of service
- D. Description of service (i.e. conference, letter, phone, research, etc.)
- E. Fee
- F. Name of authorized requestor

SECTION 7. - STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:

THE FIRM, for the purpose of this Agreement, shall be considered an independent contractor. THE FIRM shall be entitled to no compensation other than the compensation provided for under this contract. CGM, as the City Attorney shall be considered an employee of the CITY.

SECTION 8. - INSURANCE

A. THE FIRM shall maintain professional liability coverage throughout the term of the contract with limits of no less than \$1,000,000.00 each occurrence. THE FIRM shall provide written proof of said insurance to the CITY within forty five (45) days of the date this retainer is executed by all parties .

B. THE FIRM, as an independent contractor, is solely liable for any Workers' Compensation coverage under the contract.

SECTION 9. - CITY ATTORNEY BAR MEMBERSHIP REQUIREMENTS

City Attorney is responsible for maintaining City Attorney's professional standing as a member of the New York State Bar Association.

SECTION 10. - TERMINATION

In view of the professional attorney/client relationship and the necessity of the client's confidence in its attorneys, it is understood that CITY may terminate all or part of this Agreement at any time. The CITY will endeavor, however, to give reasonable notice of an intention to amend or terminate this Agreement. CGM and/or THE FIRM may resign at any time, but will not resign from his representation of the CITY without giving a minimum of at least thirty (30) days prior written notice to the CITY.

SECTION 11.- CONFLICTS OF INTEREST

It is hereby understood and agreed that CGM and THE FIRM are also in private practice and shall continue such practice. CGM and THE FIRM will not knowingly, however, undertake any representation which would create a conflict

of interest. If such a conflict should occur, CGM and THE FIRM will immediately notify both the CITY and any other client with whom such conflict of interest pertains and shall not represent any such client further in the matter involving the CITY.

THE CITY OF GLEN COVE

Mayor

CHARLES G. MCQUAIR, ESQ

MCQUAIR AND ASSOCIATES, P.C.,

BY _____