

RETAINER AGREEMENT

AGREEMENT, made this 1st day of January, 2019, by and between the **TOWN OF ANDES**, a political subdivision of the State of New York (hereinafter "the Town") and **DAVID S. MERZIG, ESQ.**, (hereinafter "Merzig"), an Attorney duly admitted to practice law in the State of New York and a partner in the firm of Kehoe & Merzig, PC with offices at 8-12 Dietz Street, Oneonta, New York.

WHEREAS, the Town desires to retain David S. Merzig for certain professional legal services for the Village;

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration it is agreed as follows:

1. **Relationship of the Parties** The Town Supervisor, at the time of the signing of this agreement, has been authorized by a Resolution of the Town Board to retain Merzig to provide legal services to the Town.

2. **Duties and Compensation** Merzig shall act as an independent contractor for the Town and shall be provide legal counsel and advice to the Supervisor, the Town Board and such other employees or representatives of the Town as may be designated from time to time by the Supervisor and Board. Compensation for those services shall be at the rate of Four Thousand Three Hundred Four and 00/100 (\$4,304.00) Dollars per year. Any real estate transactions shall be at an additional compensation of \$500.00. Any legal opinion provided on behalf of the Town for any State or Federal grant, bond, or other governmental entity or funding institution shall be billed at \$750.00 for any amount under \$1,000,000.00, and \$1,250.00 for any amount over \$1,000,000.00.

For all matters that relate to litigation, or administrative hearing, the Town shall pay Merzig, over and above the annual payment compensation such amounts as shall be accrued at the rate of One Hundred Seventy-Five (\$175.00) Dollars, per hour, plus all reasonable expenses and disbursements incurred or at such other rate as may from time to time be agreed upon by the parties. Merzig shall at all times for litigation work herein keep accurate time records (in tenths of hours) for services performed and shall be subject to all requirements for the submission of vouchers on an equal basis with all other providers of professional services to the Town. Payments of amounts due herein for litigation shall be no less frequent than monthly. Merzig agrees, should the need arise, to attend Town Board meetings at the specific request of the Town

and shall charge mileage at the IRS standard reimbursement rate for such attendance.

3. **Liability** The Town agrees to indemnify, hold harmless and defend Merzig, as a public official and the firm of Kehoe & Merzig, PC for any and all acts performed in good faith as a direct result of, or arising out of the representation of the Village under this agreement.

4. **Status of the Parties** It is the intention of the parties that this contract set forth a retainer agreement for professional services to be provided to the Village on an independent contract basis.

5. **Taxes** Merzig agrees to be responsible for any and all income taxes, payroll taxes or any other withholding or tax liability that may be due as a result of the professional services performed herein.

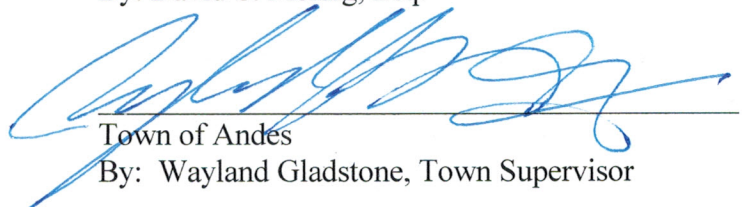
6. **Duration** Either party may cancel this agreement upon thirty (30) days written notice, however any payments made or due hereunder at the time of the termination of this agreement shall have been earned and the Town agrees to pay all such amounts due.

7. **Prior Agreements** This retainer agreement supersedes in all respects the prior Retainer Agreement entered into between the parties.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the day and year first above written.



Kehoe & Merzig, P.C.
By: David S. Merzig, Esq.



Town of Andes
By: Wayland Gladstone, Town Supervisor