

RETAINER AGREEMENT

THIS AGREEMENT made as of January 1, 2020 by and between

BOROUGH OF NEPTUNE CITY
A BODY CORPORATE AND POLITIC
WITH PRINCIPAL OFFICES LOCATED AT
106 W. SYLVANIA AVENUE
NEPTUNE CITY, NEW JERSEY 07753

Hereinafter referred to as **the Borough**, and

JASON N. SENA, ESQ.
CUTOLO BARROS LLC
46-50 THROCKMORTON ST.
FREEHOLD, NEW JERSEY 07728
732-414-1170

Hereinafter referred to as **the Attorney**.

WHEREAS, **the Borough** has adopted Resolution 20-04 confirming the appointment and employment of the Attorney as Borough Attorney as of January 1, 2020 to **the Borough**, which Resolution was adopted and published as required by the Local Public Contracts Law.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWED:

1. **SERVICES:** Professional Services of the Attorney shall be rendered on a part time basis, which services shall include, but not be limited to, legal research, telephone conferences, representation of the Borough of Litigation, research, telephone conferences, representation of the Borough before all Courts and Administrative Agencies, research, and preparation for and participation in meetings and/or conferences, preparation of a written opinion or report on a particular topic, participation in major issues or projects. Said services of the Borough Attorney shall be charged at the Rate of ONE HUNDRED AND SEVENTY-FIVE DOLLARS AND 00/100 DOLLARS (\$175.00) Per hour. The Borough shall reimburse the Attorney for all cost and expenses, including but not limited to filing fees, overnight delivery services, courier services, electronic research, transcript costs, photocopying fees, printing costs, and other similar and/or unusual expenses.

The attorney shall promptly provide a copy to the Mayor and Administrator of pertinent significant correspondence, whether by hard copy, e-mail or fax, he shall receive or send in regard to the business of the Borough of Neptune City. Further, the Attorney shall periodically meet with the Mayor in Borough Hall at mutually agreed upon days/times.

2. **EMERGENT MATTERS:** In emergent matters, the Attorney is authorized to act in the best interest of the Borough pursuant to his best professional judgment.
3. **SERVICES AND PAYMENT:** The Attorney shall furnish the aforesaid legal services and the Borough shall make monthly payments for said services as same are billed by the Attorney in accord with its usual procedures.

4. EXECUTION: The execution by the Mayor and Borough Clerk of this AGREEMENT was authorized by the aforementioned Resolution adopted on January 1, 2020.
5. TERM: This Agreement shall remain in effect from January 1, 2020 through December 31, 2020, or until a successor is appointed or a successor agreement is approved.
6. DISCRIMINATION: It is agreed that the provisions contained in N.J.S.A. 20:2-1 prohibiting discrimination by reasons of race, creed, color, national origin or ancestry and providing for the imposition of penalties against the Attorney for such discrimination and the right of cancellation and incidental remedies in favor of the BOROUGH in the event of such discrimination shall become a part of this Contract as if fully set forth herein.
7. AFFIRMATIVE ACTION REQUIRED: During the performance of this contract, the attorney agrees as follows:
 - A. The Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The attorney will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such actual shall include, but no be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non- discrimination clause;
 - B. The attorney agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

ATTEST:

Tanara Brown

BOROUGH OF NEPTUNE CITY

Andrew Wardell
ANDREW WARDELL

JASON SENA ESQ.