

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is hereby made and entered into on the date show below by and between the Town of Waynesville (the "Town") and the Law Office of Martha Sharpe Bradley, PLLC (the "Law Firm") (the "Parties" collectively) according to the following terms:

WHEREAS the Town desires to appoint the Law Firm to serve at its pleasure and to be its legal adviser pursuant to North Carolina General Statute § 160A-173 and as specified in its Code of Ordinances (the "Town Code"); and

WHEREAS the Law Firm desires to accept the appointment under mutually beneficial terms and conditions;

THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree to be bound as follows:

- I. **REPRESENTATION.** The Town agrees to appoint the Law Firm and the Law Firm agrees to serve as legal counsel for the Town, providing the following legal services (the Town's Matters) as specified in the Town Code:
1. Defend all civil actions brought against the Town;
 2. Advise the Mayor, Board of Aldermen, and other town officials or employees (the "Town's Representatives") with respect to the legal affairs of the Town;
 3. Draft and/or review and revise legal documents as required relating to the affairs of the Town;
 4. Attend meetings of the Board of Alderman; and
 5. Perform other duties as the Board of Aldermen may direct.

In the course of representing the Town in the Town's Matters, the Law Firm agrees to take action it deems to be necessary or appropriate including, but not limited to: consultations with the Town or the Town's Representatives, discussions with opposing counsel or opposing party(ies); investigation of facts; discussions with witnesses and other professionals (accountants, private investigators, counselors, etc.); preparation or review of correspondence; review of documents; conducting settlement negotiations or mediations; legal research; drafting pleadings; drafting and responding to discovery; taking and defending depositions; preparing for hearings; and

appearing as required by the courts, regulatory agencies, or any other governmental or adjudicatory bodies as may be required to carry out Law Firm's duties to the Town.

II. RESPONSIBLE ATTORNEY. The primary attorney responsible for the Town's Matters shall be Martha Sharpe Bradley (the "Primary Attorney"). The Law Firm may, in its discretion, utilize more than one attorney and/or paralegal to render particular services when it is practical and beneficial to The Town. The Law Firm shall have the discretion to determine which attorney or legal assistant shall render services for the Town.

III. CONSULTING ATTORNEYS. The Parties agree that the Law Firm may engage other attorneys ("Consulting Attorneys") who are not affiliated with the Law Firm to assist the Primary Attorney in fulfilling its obligations to the Town. Law Firm agrees that it will advise the Town or the Town's Representatives of its need for a Consulting Attorney and request approval prior to incurring any fees or expenses associated with services provided by any Consulting Attorney. The Town agrees that it will be solely responsible for any fees or expenses charged by all such Consulting Attorneys.

IV. COMPENSATION.

1. **MONTHLY STIPEND.** The Law Firm shall charge and the Town shall pay a stipend of \$1,100.00 per month as compensation for the Primary Attorney's ordinary preparation for and attendance at regular meetings of the Board of Alderman.
2. **HOURLY FEE.** The Law Firm shall charge and the Town shall pay fees based upon billable hours expended by either the Primary Attorney or other attorney(s) and/or paralegal(s) in connection with the Town's Matters. Billable hours consist of 10 equal increments of 6-minutes each. We charge for an entire increment for any portion used. For example, a 10-minute telephone conversation with an attorney concerning the status of your matter will be billed to you as 0.2 billable hours (or 12 billable minutes) at the applicable attorney's hourly rate. We also bill for out-of-pocket expenses and for administrative expenses, such as copy costs, postage, and other similar office expenses. The rates per billable hour applicable to the Town's Matters at this time are:

Role	Rate
Primary Attorney	\$220
Other Attorney	\$200
Paralegal	\$75

3. The Parties may alter either the Monthly Stipend or the rates charged for Hourly Fees by mutual consent expressed in writing and signed by the Parties.
- V. **EXPENSES.** The Town shall pay all court costs associated with the Town's Matters, including, but not limited to, filing fees, service fees, recording fees, expert witness fees, and transcription costs. The Town shall also pay all other expenses incurred by Law Firm in providing services to the Town, including, but not limited to, fees charged by appraisers, and federal express charges, as well as all routine expenses for postage, conference call charges, and photocopies.
- VI. **ADDITIONAL BENEFITS.** In addition to the foregoing compensation and expenses, the Town agrees to reimburse Law Firm for certain costs associated with assisting the Primary Attorney in providing high-quality legal services to the Town, including:
1. Annual dues associated with the Primary Attorney's membership in the North Carolina Association of Municipal Attorneys;
 2. The cost of continuing education materials or courses reasonably related to the Town's Matters or in the area of general municipal government law;
 3. Reasonable travel expenses, including reimbursement for mileage at the prevailing rate established by the Internal Revenue Service and for lodging; and
 4. Other costs as approved by the Town or the Town's Representatives upon the Primary Attorney's request.
- VII. **INVOICES.** The Town will receive a monthly statement of services rendered in the Town's Matters and the charges associated with those services, as well as any expenses due to the Law Firm.
- VIII. **GENERAL WAIVER OF CONFLICTS.** The Law Firm represents many other companies and individuals. The Town agrees that the Law Firm may continue to represent or undertake in the future to represent existing or new clients in any matter which is not substantially related to Law Firm's work for the Town. The Parties agree, however, that this general waiver shall not apply in any instance where the Law Firm or any of its attorneys have obtained proprietary or other non-public, confidential information during the course of its representation of the Town and which could be used by such other clients to the Town's material disadvantage.

IX. PUBLIC STATEMENTS / SOCIAL MEDIA USE.

1. **PERMITTED CONDUCT.** The Town agrees that the Law Firm and the Primary Attorney may maintain any website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform for any lawful business purpose which is reasonable and necessary for marketing and promoting the Law Firm, the Primary Attorney, or any of its affiliated attorneys. The Town likewise agrees that the Primary Attorney may maintain any website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform for any lawful personal purpose which is reasonable and customary for members of the general public.
2. **STANDARD OF CONDUCT.** Notwithstanding the foregoing paragraph, the Law Firm and the Primary Attorney agree that both shall conduct themselves on any such website(s), social media account(s), blog(s), podcast(s), or any other form of digital content on any other web-based platform which they maintain according to the highest standards of professionalism and decorum and in a manner consistent with the Social Media Policy outlined in the Town's Employee Handbook and the North Carolina Rules of Professional Responsibility.
3. **PROHIBITED CONDUCT.** Furthermore, the Law Firm and the Primary Attorney shall not make public statements which demean or insult any groups or individuals on the basis of political affiliation, race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military.

- X. TERMINATION.** Either the Town or Law Firm may terminate this Agreement and any further representation of the Town by Law Firm at any time, for any reason. If the Town fails to pay any billing statement of Law Firm within 30 days of the date thereof, then Law Firm may terminate its representation of the Town immediately. In addition, Law Firm shall be entitled to withdraw from the representation of The Town in pending litigation, regardless of the procedural status of the case, although the Town shall be notified of such withdrawal. This Agreement shall be deemed the Town's written consent to any such withdrawal. Withdrawal may require permission of the court. Termination shall not affect the Town's obligation to pay Law Firm for fees and expenses incurred prior to termination. The Town shall be indebted to Law Firm for legal fees based upon the value in Waynesville, North Carolina of legal services rendered and for any costs and expenses advanced by Law Firm.

XI. ACKNOWLEDGMENTS.

1. The Town acknowledges that the Law Firm has not made any promise or guarantee concerning the outcome or results of the Town's Matters or the total amount of fees and expenses which may be incurred by the Town.
2. The Parties acknowledge that each has read and understood the terms of this Agreement and indicate their consent to be bound thereto by providing an executed (physically or electronically) copy to the other.

FOR LAW FIRM:

LAW OFFICE OF MARTHA SHARPE BRADLEY, PLLC

By: Martha Sharpe Bradley
Martha Sharpe Bradley

Title: Owner / Managing Partner

Date: 08/10/2021

FOR TOWN:

THE TOWN OF WAYNESVILLE

By: Gary Caldwell
Name: Gary Caldwell

Title: Mayor

Date: 8/10/2021