

NORTH CAROLINA

ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this memorandum of understanding (“memo”) are the Town of Hillsborough (the “Town”) and The Brough Law Firm, PLLC (“Law Firm”).

2. Purpose. The purpose of this memo is to set forth the understanding between the parties concerning the nature of the relationship under which the Law Firm shall serve as the Town Attorney. The Town and the Law Firm recognize and understand that at all times during the performance of services pursuant to this Memorandum of Understanding the Law Firm shall be acting as an independent contractor and that nothing herein shall be deemed as establishing an employer/employee relationship between the parties.

3. Scope of Service. In consideration of the compensation set forth below, Law Firm shall continue to perform for the Town all of the legal services required by the Town as set forth herein. Such services shall include, without limitation, consultation with the Board of Commissioners and town staff, attendance upon request at the Board of Commissioners’ meetings, and the meetings of other boards, drafting and/or review of ordinances and other documents, and representation of the Town in litigation. Not included within the scope of covered services are services customarily performed by outside bond counsel.

4. Services Performed Principally by Robert E. Hornik, Jr. The parties acknowledge and agree that the services covered under this memorandum shall generally be performed by Robert E. Hornik, Jr. However, the full resources of the Law Firm shall be available to the Town, and other members of the firm may assist the Town when requested to do so by the Town or when Mr. Hornik is unavailable. In addition, the Law Firm may subcontract with other firms or individuals to have certain services performed for the Town, such as title searches and real estate closings, but the Law Firm shall remain responsible to the Town for the quality and timeliness of these services. Payment for these subcontracted services shall be made by the Law Firm and shall be charged to the Town on the Law Firm's monthly invoice.

5. Compensation. The Town shall pay to Law Firm for legal services rendered during fiscal year 2023-2024 on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked and the fees shall be calculated at the rate of \$215 per hour.

Ordinary office expenses shall continue to be charged in accordance with the attached statement.

6. Duration, Termination. This memorandum shall govern the relationship between the parties for the period July 1, 2023 through June 30, 2024. The relationship established under this memorandum may be terminated upon ten (10) days written notice by either party. Payment shall

be made for services rendered through the date of termination.

This memorandum of understanding is executed by the parties this 14th day of August, 2023.

TOWN OF HILLSBOROUGH

THE BROUGH LAW FIRM, PLLC

BY: _____
Eric Peterson, Manager

BY: _____
Robert E. Hornik, Jr.

ATTEST:

Sarah Kimrey, Clerk

Provision for payment has been made by an appropriation duly made or bonds or notes duly authorized, pursuant to the Local Government Budget and Fiscal Control Act.

Finance Officer

COMPENSATION FOR SERVICES

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for the work performed during the previous month.

Your monthly statement will consist of two parts: an itemized breakdown of professional services and a list of expenses and costs advanced.

The professional services portion of your statement will be based upon the hourly rate of \$200 for the attorneys who work on your case:

Your statement will indicate the services performed and the date, the attorney performing the services, the hourly rate, and the total. It will also include an itemized list of additional expenses and costs advanced. These include:

- Photocopy charges for non-routine copying done for the client outside the office.
- Private express mail carriers such as Federal Express.
- Paralegal services at a rate of \$100.00 per hour.
- Mileage and travel expenses outside Chatham, Cumberland, Durham, Granville, Orange, Moore, Person, Richmond and Wake counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.

Statements will be mailed by the 10th of each month and are overdue if payment is not received by the end of that month. Interest at the rate of 1½% per month shall accumulate on balances not paid within thirty days after the date such balances become overdue.

Any retainer received from you will be deposited in our trust account and used to pay your monthly statements. To the extent our statements exceed the retainer amount, payment will be expected as indicated above. If payment in full is not received by the 15th of the month following the month in which a statement is issued, no additional services will be performed in your behalf and thereafter services will be performed only if and to the extent that additional funds are deposited in our trust account to ensure payment of our statements as they become due.