

MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this Memorandum of Understanding (the “MOU”) are the Town of Hillsborough (the “Town”) and The Brough Law Firm, PLLC (“Firm”).

2. Purpose. The purpose of this MOU is to set forth the understanding between the parties concerning the nature of the relationship under which the Firm shall serve as the Town Attorney. The Town and the Firm recognize and understand that at all times during the performance of services pursuant to this MOU the 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, the 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 MOU shall generally be performed by Robert E. Hornik, Jr. However, the full resources of the 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 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 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 Firm and shall be charged to the Town on the Firm's monthly invoice.

5. Compensation. The Town shall pay a fee to the Firm for legal services rendered during the Term of this MOU 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 pursuant to the attached Compensation for Services schedule. Ordinary office expenses shall continue to be charged in accordance with the attached statement.

6. Duration, Termination. This MOU shall govern the relationship between the parties for the period July 1, 2026, through June 30, 2029, following which the terms of this MOU shall continue in effect from month to month. 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.

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This Memorandum of Understanding is executed by the parties this _____ day of _____, 2026.

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 following hourly rates for the attorneys and other staff who work on your case:

Attorney	Current Rate	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028
Senior Attorney	\$245.00	\$255.00	\$265.00	\$280.00
Associate	\$210.00	\$225.00	\$240.00	\$255.00
Legal Assistant	\$130.00	\$150.00	\$170.00	\$185.00

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.
- Mileage and travel expenses outside Brunswick, Cabarrus, Chatham, Davie, Durham, Granville, Guilford, Orange, Person, Union, and Wake counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.

The Firm shall attend meetings of the Board of Commissioners, Planning Board, Board of Adjustment, Historic District Commission, and any other appointed boards upon request. The Firm shall bill the Town for one (1) hour of time per meeting of the Board of Commissioners, Planning Board, Board of Adjustment, and Historic District Commission to reserve availability on the Firm’s calendar. If the Town requests the Firm’s attendance at any meeting of the Board of Commissioners, Planning Board, Board of Adjustment, or Historic District Commission, the one (1) hour charge shall be credited toward the Firm’s attendance at the meeting. The Firm reserves the right to charge a reasonable administrative fee for work involving significant administrative time related, but not limited, to: printing, copying, collating, and document preparation performed by the Firm’s administrative staff using the Firm’s resources.

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 1 ½% 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 on 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 or unless the Law Firm determines, in the Law Firm’s sole discretion, that adequate assurances of prompt payment of any outstanding balance and future statements.

Payments can be made by check, credit card, or “e-check.” We will add a processing fee of 1.95% for Visa, Mastercard, and Discover payments and a processing fee of 2.95% for other cards, including American Express. E-check payments are limited to \$5,000 per payment.