GENERAL COUNSEL AGREEMENT

BETWEEN

Wilson, Lackey, Rohr & Hall, P.C.

AND

BOARD OF COMMISSIONERS OF CALDWELL COUNTY

A NORTH CAROLINA BODY CORPORATE

THIS CONTRACT, made and entered into on the date it is executed by the last of the parties, by and between The Board of Commissioners of CALDWELL COUNTY, a body corporate and politic existing under the law of North Carolina (hereinafter referred to as the "Board"), party of the first part; and Wilson, Lackey, Rohr & Hall, P.C. (hereinafter referred to as the "Firm"), parties of the second part;

W I T N E S S E T H:

Whereas, the Board wishes to retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.

NOW, THEREFORE, for and in consideration of the sums and mutual agreements contained herein, the parties hereto agree as follows:

1. The Board does hereby retain Wilson, Lackey, Rohr & Hall, P.C. as its attorney and counselor at law.

2. This contract shall exist and continue for an initial period beginning April 1, 2024 through June 30, 2025. Either party may terminate this contract at any time, with or without cause, upon 30 days' notice to the other party of the terminating party's intent to terminate this contract. Unless terminated by either party, this contract shall automatically renew for successive one year terms.

3. The Board shall pay a monthly retainer to Firm in the sum of $3,000.00 each month, payable on the 1st day of each month. The retainer fee shall be for and in consideration of the following services:

   a. Continuous availability for representation of the Board both in and out of court, and availability for the performance of any legal services for the Board. All time spent on representation and the performance of any legal services for the Board by Firm shall be billed at the hourly rates listed in section 4 of this contract, except for the regular monthly business meeting of the Board.

   b. Attendance and participation as legal counsel at the regular monthly business meeting of the Board as necessary, not including special, work-session, emergency, or other meetings of the Board.

   c. The Board shall refer to the Firm all legal matters arising in the course of the business of the Board and shall notify the Firm of all meetings of the Board and provide the Firm with a copy of agenda in advance of said meetings.

4. For such services rendered by the Firm which are not covered by the said annual retainer, the Board shall pay, to the Firm, the sum of THREE-HUNDRED DOLLARS ($300.00) per hour for attorneys and ONE-HUNDRED FIFTY DOLLARS ($150.00) per hour for paralegals/legal assistants. Time shall be charged in minimum units of one-tenth (.10) of an hour. The time charged may include, but is not limited to, court appearances, travel time, telephone conferences, office conferences, legal research, depositions, review of file materials and documents sent or received, preparation for trials, hearings, and conferences, drafting of pleadings, instruments, office memoranda and correspondence. Firm shall use its discretion in staffing to provide services in the most economical manner possible. All time spent on the Board's behalf, including time spent in telephone and email communications, will be charged to the Board. Said hourly fee may be modified at the end of each term of the contract by agreement of the parties.

5. The Board shall reimburse Firm all actual expenses incurred by the Firm in the course of such employment, including but not limited to copying costs, court fees advanced by Firm, travel, and, lodging & meals incurred while attending conferences or meetings of the NC Association of County Attorneys or other similar groups, together with the annual dues for any such association. Board will not be charged an hourly rate for time spent by Firm attending conferences or meetings of the NC Association of County Attorneys or other similar groups.

6. For all matters regarding legal advice directly to the Caldwell County Sheriff's Office or the Caldwell County Department of Social Services, Firm shall have no obligation to provide services to Board and Board shall obtain other counsel for such services if Firm determines that it has a conflict in any such matter. This provision shall not prohibit Firm from representing Board on any matter where the Caldwell County Sheriff's Office or the Caldwell County Department of Social Services is a party to an Agreement or is impacted by the matter at issue, so long as Firm, in its sole discretion, accepts such representation of Board.

7. It is understood and agreed by and between the parties hereto that the Firm shall be responsible for all legal services performed pursuant to this contract and that it will perform any and all legal services requested that are within the scope of reasonable and sound legal practice. Such services or expenses enumerated herein or performed in accordance with this agreement shall be billed by the Firm to the Board on a monthly basis and the Board shall pay for such services or expenses so billed within 30 days of receipt of such billings.

The Board executed this contract by the authority of the majority vote of the Board, meeting in regular session.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

ATTEST:

_____
Abby Rich, County Clerk

CALDWELL COUNTY BOARD OF COMMISSIONERS

BY: _____
Randy T. Church Chairman

WILSON, LACKEY, ROHR & HALL, P.C.

BY: _____
David S. Lackey, President

Pre-Audit Certificate:
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By:_____
Chief Financial Officer

Date Signed:_____

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Randy T. Church personally came before me this day and acknowledged that he is Chairman of the Caldwell County Board of Commissioners, a North Carolina Body Corporate, and that by authority duly given and as the act of the Caldwell County Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested Abby Rich as its Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2024.

My Commission Expires: _____

_____
Notary Public

NORTH CAROLINA
CALDWELL COUNTY

I, _____, a Notary Public of the county and state aforesaid, do hereby certify that David S. Lackey personally appeared before me this day and acknowledged that he is President of WILSON, LACKEY, ROHR & HALL, P.C., a North Carolina Professional Corporation, and that he, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notaries seal, this ____ day of _____, 2024.

My Commission Expires: _____

_____
Notary Public