



CLEVELAND COUNTY



Offices of the
BOARD OF COMMISSIONERS
COUNTY MANAGER
COUNTY ATTORNEY
COUNTY CLERK

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF CLEVELAND

This AGREEMENT is made and entered into as of the 7th day of July, 2015, by and between **CLEVELAND COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (herein "Employer"), and **TIM MOORE** (herein "Contract Employee").

WHEREAS, Employer desires to employ the services of Contract Employee as County Attorney as provided by North Carolina General Statute, Section 153A-114 (*the board of commissioners shall appoint a county attorney to serve at its pleasure to be its legal advisor*); and

WHEREAS, it is the desire of both parties to establish certain terms and conditions of employment as an independent contractor; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES:

Employer hereby agrees to appoint said contract employee as County Attorney to perform the functions and duties specified, to include:

- Serving as chief legal counsel and attorney for the County Board of Commissioners;
- Attend meetings of the County Commissioners;
- Be available for routine consultation with board members and the county manager, and departments as necessary;
- Advise the Board and Manager on proposed legislation;
- Draft and review ordinances and resolutions as needed;
- Prepare and review legal documents and contracts;

- Provide advice and guidance on the necessity of outside legal advice for unique matters requiring specialization from outside counsel;
- Provide advice and technical guidance to the Assistant County Attorney as necessary;
- Represent the County, in legal actions against the Board of Commission;
- Attend professional meetings and legal educations conferences;
- Perform other legal permissible and proper duties and functions as may be assigned by the Board of Commissioners;

II. TERM:

- a. Contract employee shall begin his employment with Employer on July 7, 2015.
- b. Contract employee shall serve at the pleasure of the Board of Commissioners, and nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Board of Commissioners to terminate the services of Contract Employee at any time, with or without cause, subject only to the provisions set forth in Section III of this contract.

III. Termination:

- a. The contract employee shall give the Employer sixty (60) day notice in advance in the event the Contract Employee resigns his position and appointment with the Employers, unless both parties mutually otherwise agree.
- b. In the event Contract Employee is relieved of appointment by the Board of Commissioners without cause, and during such time Contract Employee is willing to perform his duties under the Contract, then, and in that event, the Employer shall continue to pay to the Contact Employee, his then-existing retainer, for a sixty (60) day period of time.

- c. In the event Contact Employee is relieved of appointment because of any illegal act involving personal gain to him, his conviction of a felony, or his commission of any action which involves moral turpitude, then, in that event, the Employer shall have no obligation to pay the existing retainer designated in III.B. of this contract.

IV. Compensation:

- a. Employer agrees to pay the Contract Employer a yearly retainer in the amount of \$25,000, to cover all Board of Commission and Board of Health board activity.
- b. Employer agrees to pay for additional billable hours in the amount of \$250 per hour. The Contract Employee will provide invoices on a monthly basis documenting billable hours assigned to operating departments and coded in order to determine subject issue, for reconciliation purposes.

V. Contract Review:

- a. The Board of Commissioners shall review the terms and conditions of the contract in conjunction with the annual budget process annually.

VI. General Provisions:

- a. This Agreement is not final, and the Contract Employee's appointment is not effective, until final action awarding the contract to the Contract Employee is taken by the Cleveland County Board of Commissioners at an open meeting of the Board.
- b. Both parties agree to indemnify and hold each other harmless from all liability, loss, damage, claim, and expense of any kind, including costs of attorneys' fees, which result from negligent or willful acts or omissions by either party and their agents or employees regarding the duties and obligations of either party under this Agreement, including the duty to maintain the legal standard of care applicable to either party. In the event that the contract is terminated, by either party, this provision shall

survive the termination, retrospectively from termination date, of the contract regarding any liability for acts or omission occurred.

- c. Contract employee agrees to provide a current and active North Carolina Law License.
- d. Contract employee will establish and maintain professional malpractice coverage that meets or exceeds typical North Carolina standards.
- e. Special provisions should be limited and listed as an attachment to the original contract.

IN WITNESS WHEREOF, the Board of Commissioners of Cleveland County has caused this contract to be signed and executed on its behalf by its Board Chairman, and duly attested by the Clerk; and the Contract Employee has signed and executed this Contract, both in duplicate, this the 7th day of July, 2015.

CLEVELAND COUNTY, NORTH CAROLINA

By: Jason B Falls

Jason B. Falls,

Chairman, Board of Commissioners

Attest: Henry Earle

Henry Earle,

Clerk to the Board

Timothy K. Moore

Timothy K. Moore

Attorney at Law

