



**Town of Atlantic Beach
Town Council Work Session Meeting Agenda
125 West Fort Macon Road
and via Zoom
Thursday, April 11, 2024 – 9:00 am**

Call to Order

Mayor Navey

Approval of Agenda

1. FY24-25 Budget Workshop
2. Paid Parking Program Update
3. Review of Proposed Contract with Kirkman, Whitford, Brady, Berryman & Gordon, PA for Town Attorney
4. Town Manager Report

Adjourn

This instrument has been preaudited in the manner required by the Local Government Budgets and Fiscal Control Act.

Finance Director

CONTRACT FOR LEGAL SERVICES

This Agreement for the employment of Town Attorney is entered into the _____ day of _____, 2024, by and between Town of Atlantic Beach, North Carolina, a body corporate and politic existing pursuant to the laws of the State of North Carolina (hereinafter "Town"), and Kirkman, Whitford, Brady, Berryman & Gordon, P.A. (hereinafter collectively referred to as "Attorney") and is effective as of the _____ day of April, 2024.

RECITALS

1. Town is in need of the legal assistance of a law firm to fill the position of Town Attorney.
2. Attorney is desirous of filling that position.
3. The parties desire to memorialize their agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. Term of Employment: It is the agreement and understanding of the parties that this is an appointed position for a four (4) year term and may be terminated by either party on 90 days prior notice. However, Attorney shall not cease employment in such manner as to prejudice any legal positions, whether by litigation or otherwise, that the Town may be maintaining through the Attorney. In this regard, the Attorney shall not withdraw from any litigation, negotiations, drafting or the like without the specified permission of Town or by Court Order, if to do so would prejudice Town's position.

2. Services: Attorney shall provide to Town such legal services as Town requires and requests. Specifically, such services shall include, without limitation, attendance at meetings, drafting,

review, and interpretation of contracts and ordinances, advice on local government law, public records law and open meetings law, employment law, litigation, criminal/civil procedures and enforcement, leases, real property law, eminent domain, and zoning and land use law.

3. Independent Contractor Status: Attorney offers its services as an independent contractor and Town has no liability for payment of any benefits that would normally accrue to Attorney's employees by virtue of their services to the Town.

4. Reimbursement and Billing: Attorney shall be compensated as follows: The current hourly rate for the firm's attorneys is \$265.00. The firm's current hourly rate for paralegals is \$100.00. Fees shall be adjusted annually each January 1 for both attorneys and paralegals based on the increase in the Consumer Price Index for the previous year. Attorney will not charge for in-county travel time or for routine copying or postage. Other expenses are billed at their cost. Attorney shall submit bills on a monthly basis and will bill all time on an hourly basis (recorded in tenths of an hour). Payment terms shall be thirty (30) days net.

5. Expectations: Attorney recognizes the need of Town for accessibility and prompt service. To this end, it shall be the obligation of Attorney to diligently return phone calls, be available upon request, and otherwise meet reasonable deadlines imposed by the Town. Jane A. Gordon shall be the primary contact for the requisite services to the Town. However, Town understands it is hiring the firm as opposed to an individual attorney and understands that Attorney shall assign specific work to individual attorneys in the firm depending on the area of expertise required for such work. Attorneys in the firm shall be available to the Mayor, the Town Manager, and the Town Clerk outside of regular business hours via cell phone.

6. Organization and Access to Services: Attorney represents the Town Council and not administration. However, the Attorney shall be assigned legal tasks by the Town Manager pursuant to instructions from the Town Council and unless requested to the contrary, shall report to the Town

Manager as to the progress and status of legal matters. In the event that Attorney recognizes a legal matter it deems in need of attention, the same shall be reported to the Town Manager for permission to proceed. Except in emergency situations, Attorney shall not initiate any legal action, or maintain any position on behalf of the Town, without the permission of the Town Council pursuant to the instruction of the Town Manager.

7. Non-exclusive Obligation: It is agreed and understood that Attorney is a private law firm with a substantial and varied practice. Nothing herein shall be construed as to prohibit the Attorney from continuing to serve its other clients and promote its practice outside representation of Town.

8. Conflict of Interest: During its representation, Attorney shall not undertake any new representation in conflict with the Town or any of its agencies. In the event a conflict of interest is discovered as a result of prior representation, the same shall immediately be reported by Attorney to the Town Manager. If the conflict is ethically irreconcilable, the Attorney shall not represent either the Town or its other client in the controversy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

TOWN OF ATLANTIC BEACH

Town Clerk

By: _____
John O'Daniel, Town Manager

**KIRKMAN, WHITFORD, BRADY, BERRYMAN
& GORDON, P.A.**

By: _____