

NORTH CAROLINA )  
 )  
ANSON COUNTY )

**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT**, made and entered effective the 5th day of June 2017, by and between the Town of Wadesboro, a North Carolina Municipality, hereinafter sometimes referred to as “The Town”, Party of the First Part, and Aaron D. Bates, Attorney at Law, hereinafter sometimes referred to as the “Attorney”, Party of the Second Part.

**WITNESSETH:**

**WHEREAS**, The Town is required by its Charter to retain and appoint an Attorney to represent the Town; and

**WHEREAS**, The Town, desires to retain the Attorney as Legal Counsel for the conduct of its municipal affairs and business; and

**WHEREAS**, the Attorney desires to provided legal representation to the Town in the conduct of its municipal affairs and business; and

**WHEREAS**, the Parties hereto have reached certain mutual agreements and understandings, and wish to reduce the same to writing.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, together with, but not limited to, the compensation set forth herein, the Party of the First Part does hereby retain the Party of the Second Part as its Attorney and Legal Counsel, under the following terms:

1. **Term:** The term of this initial agreement between the parties shall begin on the 5<sup>th</sup> day of June 2017 and continue to and terminating on the 30th day of June, 2018, **provided that** either party hereto may terminate this agreement with thirty (30) days notice given to the other party. Thereafter, this contract will continue to automatically renew annually each year for a period of one-year immediately following the expiration of the previous term. However, nothing herein shall be construed to prevent either party hereto from terminating this agreement with thirty (30) days notice given to the other party. The parties recognize that Attorney was serving as retained legal counsel per the terms of this contract and will be paid accordingly for the period of January 9, 2017, to June 5, 2017.

2. **Services to be Rendered:** The Town shall refer to the Attorney all legal matters pertaining directly to the municipal affairs, business and administration of the Town; the Attorney shall thereupon render the Town legal advice and counsel on municipal affairs, business, and administration; the duties of the Attorney shall specifically include:

- a. The Attorney shall attend regular meetings of the Town Council upon request;

- b. The Attorney shall attend special meetings of the Town Council upon requests, and upon reasonable advance notice of the same to allow for the avoidance of scheduling conflicts;
- c. The Attorney shall advise the Mayor, the Town Council, and the City Manager regarding all legal matters that affect the Town of Wadesboro.
- d. The Attorney shall be primarily responsible for any litigation in which the Town of Wadesboro may be involved, with exception to matters in which outside counsel is employed to represent the Town under paragraph 4. below. Compensation for any such litigation will be in addition to the retainer set forth herein, and compensated at the stated hourly rate.
- e. The Attorney will oversee the drafting and approval of legal documents prepared on behalf of the Town of Wadesboro as requested, including but not limited to, Contracts, Ordinances, and Resolutions of the Town Council. The preparation of legal documents in addition to the retainer set forth herein, and compensated at the stated hourly rate.
- f. The Attorney will meet and confer with the Town Manager upon request offering advice and counsel with respect to any legal matters that affects the Town.

3. **Exclusions:** With respect to all matters concerning traffic law or other criminal law and procedure, and with respect to preparation and prosecution of criminal cases, the Town and the Police Department of the Town shall seek the advice and counsel of the District Attorney for Anson County, the Attorney General of the State of North Carolina, or shall retain independent Counsel; it is expressly understood and agreed that the duties of Attorney shall not include the following:

- a. The Attorney shall not provide advice to, or representation of, the Police Department of the Town on matters of criminal law and procedure. However, the Attorney may when requested, provide counsel and advice through the Town Manager as such advice and counsel shall apply to departmental affairs;
- b. The Attorney shall not advise the police department of the Town with respect to the preparation or prosecution of specific criminal cases except upon request as such advice shall apply to departmental affairs;
- c. The Attorney and members of the Attorney's law firm may represent individuals who are charge traffic offenses and criminal matters in which police officers or other agents of the town may be prosecuting witnesses. When persons seek to retain the Attorney to represent them in criminal matters (in which police officers or other agents of the Town maybe prosecuting witnesses), the Attorney shall advise such person(s) of the capacity in which the Attorney represents the town, and if upon disclosure such person(s) are concerned that there is a conflict, the

Attorney shall not represent them, or if previously retained, the Attorney shall withdraw. The Attorney shall not represent a criminal defendant or otherwise defend a case which requires the attorney to challenge or attack ordinances or regulations of the Town;

- d. This Employment Agreement shall in no way impede, prevent, or cause any conflict whatsoever in the Attorney's representation, in the Criminal Courts, of defendants charged with violations of traffic laws or criminal laws, the trial of which may involve the employees of the Town or its departments as prosecuting witnesses. The Town hereby expressly gives and grants its permission for the Attorney to represent criminal defendants in matters that involve the employees of the Police Department of the Town as prosecuting witnesses.

4. **Employment of Other Counsel:** It is understood and agreed that there may be occasion(s) where either a conflict of interest arises or a particular expertise is needed in a field of law. Upon such occasion(s), in the discretion of the Attorney and approval by the Town, outside counsel may be employed on behalf of the Town to handle such matters. The Attorney shall, in such case(s) oversee the handling of these matters and shall advise the Town periodically of the status of each matter.

5. **Compensation:** The Town shall pay the Attorney a retainer fee in the amount of \$7,000.00 payable bi-annually for his services. The bi-annual retainer will be paid on January 1<sup>st</sup> of each year, and July 1<sup>st</sup> of each year. Any services provided during a term shorter than the six-month periods described above shall be pro-rated. The Town will also pay the Attorney for his services at a rate of \$150.00 per hour; the Attorney will periodically submit a statement and billing to the Town setting forth the work performed and the matter(s) worked on. The statement and billing may be submitted as frequently as once per quarter and not more frequently than once per month.

6. **Costs and Expenses:** The Town shall reimburse the Attorney for all out of pocket actual costs and expenses, other than routine office expenses, incurred by the Attorney in the discharge of his duties as Town Attorney pursuant to this Agreement; the Attorney will include all such costs and expenses in the statement and billing periodically submitted to the Town. Out of pocket expenses include but are not limited to reimbursement for travel, lodging, meals (when appropriate), seminars and conferences of use and benefit to the Attorney in his representation of the Town, computerized research, recording fees, and costs of legal publications necessitated by the representation of the Town.

7. **Conferences, Seminars, Memberships and Publications:** The Attorney shall not bill the Town for time expended at conferences and/or seminars attended by the Attorney related to his representation of the Town. The Town acknowledges that there may be from time to time associations or groups that the Attorney may become a member of and publications and/or periodicals that would be beneficial to the Attorney in staying up to date on the law and procedures in his representation of the Town. The Attorney shall submit to the Town a statement of costs associated with any such conferences and/or seminars, memberships, publications and/or periodicals, and the Town shall reimburse the Attorney for such costs including but not limited to

dues, registrations, mileage, travel costs, meals (when appropriate), subscriptions, and publications.

**8. General Provisions.**

- a. The parties hereto will execute duplicate originals of this agreement and any future modifications thereto and each party will retain an original for his/its records.
- b. Modification of the Agreement shall be in writing, signed, and duly executed by the parties hereto, and kept on file with the original agreement.
- c. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina.
- d. This Agreement contains the entire agreement between the parties. There is merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party.
- e. The acknowledgement or acceptance of any term or condition inconsistent with this Agreement shall not be deemed an acceptance or approval of such inconsistent provisions.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 5<sup>th</sup> day of June, 2017

Party of the First Part

TOWN OF WADESBORO

BY: Bill Thacker (SEAL)  
Bill Thacker, Mayor

ATTEST:

Cynthia A. Pope  
Town Clerk

Party of the Second Part

Aaron D. Bates (SEAL)  
Aaron D. Bates, Attorney

