



TOWN OF KILL DEVIL HILLS
Land Where Flight Began

**INDEPENDENT CONTRACTOR AGREEMENT
FOR LEGAL SERVICES**

This Agreement entered into this _____ day of _____, 2022, by and between The Town of Kill Devil Hills, a North Carolina Municipal Corporation (“KDH”) and Sharp, Graham, Baker & Varnell, LLP (“SGBV”); collectively KDH and SGBV are referred to herein as “the parties.”

The purpose of this Agreement is to provide KDH with legal services by SGBV and the parties agree as follows:

SGBV agrees to represent KDH on a retainer/hourly fee basis. A retainer in the amount of \$2,500.00 per month will be paid on the 1st day of each month to reserve the legal services of SGBV.

In consideration for the retainer, SGBV will provide an attorney to attend the regularly scheduled meetings of the KDH Board of Commissioners, review the agendas and meeting materials, prepare for the meetings accordingly, and take telephone calls from the members of the Board of Commissioners, Town Manager, and other Staff on behalf of the Town’s Boards and Committees they staff. The retainer covers routine telephone calls and emails of short duration for which answers can be provided without additional research or inquiry on the attorney’s part. The retainer does not include the preparation of documents that may be necessary to carry out the directives of KDH.

Should KDH request the attorney to attend a Planning Board meeting, Board of Adjustment meeting, workshop, public forum, or a special meeting, KDH shall reimburse the attorney for attendance and preparation for such meetings / events at the hourly rate set out hereafter.

For all other time not covered under the retainer, including but not limited to legal research, correspondence, document preparation, and legal proceedings, KDH agrees to be billed at an hourly rate of \$180.00 per hour for general counsel matters, and \$250.00 per hour for litigation matters. SGBV will utilize a legal assistant to perform certain services at an hourly rate of \$90.00 per hour when appropriate to do so.

All time will be computed in .10 (6 minute) minimum increments and SGBV will bill on a monthly basis. SGBV will charge for travel time outside of Dare County which occurs during

normal business hours (8:00 a.m. to 5:00 p.m.). No charges will be submitted for travel outside of Dare County that occurs outside of normal business hours.

KDH agrees to reimburse SGBV for “out of pocket” expenses to include travel, lodging, meals, investigative services, deposition transcripts, copy costs, Court filing fees, service fees, postage, Federal Express, and long distance calls. Should SGBV use a vehicle for travel, it will be reimbursed at the current rate provided for by the Internal Revenue Service. KDH will reimburse SGBV for up to \$2,000.00 per year for tuition, travel, and expenses associated with municipal-related conferences and seminars, and pay any membership fees required for the attorney to participate in any municipal attorneys’ association(s). KDH will provide attorney with a current copy of the Kill Devil Hills Town Code, as well as all updates.

SGBV will provide independent legal advice to KDH and its employees. SGBV will utilize the same attorney on a regular basis for legal services for KDH; however, in the event the designated attorney is unavailable to provide services to KDH, SGBV will assign another attorney to provide the same services as stipulated in this Agreement. In addition, should the legal requirements of KDH require legal expertise possessed by one of the members of SGBV, then that member may be asked to assist or provide those services.

Should SGBV determine that KDH needs outside counsel for a particular matter due to a conflict or the necessity for counsel possessing a particular expertise or knowledge, KDH will be informed of the requirement and it will be the responsibility of KDH to employ and negotiate the terms of service with said outside counsel.

SGBV agrees to make copies of all memos, written opinions, correspondence, and documents prepared by SGBV available to all KDH Board of Commissioners members and the Town Manager.

KDH reserves the right to terminate the services of SGBV upon fifteen (15) days written notice and SGBV agrees that any monthly retainer paid will be pro-rated through the date of termination specified in the notice and any balance remaining shall be refunded to KDH. Termination will not relieve KDH of its obligation to pay for all services provided by SGBV prior to the termination.

SGBV reserves the right to withdraw from representing KDH at any time if KDH fails to honor the terms of this Agreement, fails to cooperate, or in the event of any other fact or circumstance, which would, in SGBV’s view, render their continued representation unlawful, unethical, or unworkable. SGBV’s right to withdraw may be subject to Court approval in some instances. If SGBV elects to withdraw, KDH will take any steps that may be necessary to free SGBV or its members from any obligation to perform further, including the execution of any documents necessary to complete withdrawal. SGBV will be entitled to be paid for all services, costs, and expenses paid or incurred on behalf of KDH through the date of withdrawal. If SGBV withdraws, it will take reasonable steps required to avoid foreseeable prejudice to KDH and will refund any monthly retainer that has been received, prorated through the date of withdrawal.

SGBV will at all times preserve the confidentiality of KDH matters and will exercise independent legal judgement in providing legal advice.

SGBV agrees not to use the services of KDH employees unless SGBV is billed for said services on an agreed upon hourly rate.

READ AND APPROVED:

Ben A. Sproul
Mayor
Town of Kill Devil Hills
PO Box 1719
Kill Devil Hills, NC 27948

READ AND APPROVED:

Casey C. Varnell
Attorney
Sharp, Graham, Baker and Varnell, LLP, Attorneys at Law
PO Drawer 1027
Kitty Hawk, NC 27949

Town of Kill Devil Hills Pre-Audit Certification:

Agreement for Legal Services
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