

ATTORNEY-CLIENT REPRESENTATION
AGREEMENT
(2019-2020 Fiscal Year)

Between the Town of Matthews, whose mailing address is 232 Matthews Station St., Matthews, N.C., 28105, and the law firm of Cranford, Buckley, Schultze, Tomchin, Allen and Buie, P.A. , whose mailing address is 7257 Pineville-Matthews Road, Suite 2001, Charlotte, N.C., 28226.

WITNESSETH:

WHEREAS, the Town of Matthews is a municipal corporation organized and existing under the laws of the State of North Carolina and is desirous to obtain legal representation to the Board of Commissioners of the Town of Matthews; and

WHEREAS, Charles R. Buckley, III, a senior principal in the law firm, is an attorney licensed to practice law in the State of North Carolina and is desirous to assist the said Town of Matthews as a legal advisor to the Board of Commissioners.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the Town of Matthews, North Carolina, hereby retains legal services from the said law firm of Cranford, Buckley, Schultze, Tomchin, Allen & Buie and, in particular, hereby designates Charles R. Buckley, III, to be its Town Attorney to represent it by being legal advisor to the Board of Commissioners pursuant to authority granted by the General Statutes of North Carolina and in particular, in Chapter 160A.

2. That the said law firm of Cranford, Buckley, Schultze, Tomchin, Allen & Buie hereby agrees to assist the Town of Matthews by becoming legal advisors to the Board of Commissioners and further hereby authorizes its senior principal Charles R. Buckley, III, to act as Town Attorney for the Town of Matthews and as compensation therefor, agrees to take the position based on the following fee schedule:

a. That on or about the 1st day of the fiscal year commencing July 1, 2018 Cranford, Buckley, Schultze, Tomchin, Allen & Buie shall receive a retainer in the amount of \$18,000.00, payable to the said Charles Buckley, establishing the attorney-client relationship between the said Board of Commissioners of the Town of Matthews and Cranford, Buckley, Schultze, Tomchin, Allen & Buie

b. That, additionally, Cranford, Buckley, Schultze, Tomchin, Allen & Buie shall bill the Town of Matthews on a monthly basis as follows:

i. That the said Cranford, Buckley, Schultze, Tomchin, Allen & Buie shall receive a monthly retainer in the amount of \$1,500.00 for which the said Charles R. Buckley, III, or a partner in the law firm, shall attend regular meetings of the Board of Commissioners and shall provide telephone and e-mail consultation legal services from all elected and appointed officials and employees of the Town concerning Town business regardless of the number of hours per month incurred in performing said services.

ii. That additionally, any other legal services provided by the said law firm, other than enumerated above, shall be billed at the rate of \$225.00 per hour, which legal services shall include, but not be limited to, attendance at special meetings of the Board of Commissioners and meetings of the Zoning and Planning Board as requested, research, representation before other boards and commissions, and in-court representation, legal document preparation, general correspondence, telephone consultations initiated by the said law firm and telephone consultations or conferences initiated by others than enumerated above concerning strictly Town business, and any and all other legal services requested by the Board of Commissioners.

iii. That the said law firm will be reimbursed for all out-of-pocket expenses incurred during the term as legal advisors to the Board of Commissioners.

c. That in addition to the monthly billings, the said law firm shall give credit on its monthly statement to the Town of Matthews in the amount of \$1,500.00 as a one-twelfth credit of the above-referenced \$18,000.00 retainer. It is agreed, acknowledged and consented to by the parties hereto that the original \$18,000.00 retainer shall be used by the said law firm immediately as it sees fit. At the end of the twelve month fiscal year, the said retainer shall be credited back in full to the Town of Matthews.

d. That in the event the said Board of Commissioners of the Town of Matthews shall terminate the services of the said law firm as legal advisors to the Board of Commissioners prior to the expiration of the 2019-2020 fiscal year then, and in that event, the said Board of Commissioners shall be reimbursed any balances not credited on the said \$18,000.00 retainer, less any outstanding amounts then due and owing to the said law firm less, further, the sum of \$5,500.00 which shall constitute a portion/part of severance compensation to the said law firm. Any balances then due and owing to the Town of Matthews shall be reimbursed by the said law firm in four equal installments over a ninety-day period.

e. That in the event the said law firm shall terminate representation as legal advisors to the Board of Commissioners on its own volition then, in that event, the said law firm shall reimburse the Town of Matthews the remaining outstanding non-credited balance of the said \$18,000.00, less any amounts due and owing by the Town of Matthews to the said law firm.

WHEREFORE, the parties have hereunto set their hands and seals this the 25th day of June, 2019.

TOWN OF MATTHEWS

By:  (SEAL)
Mayor

ATTEST:


Town Clerk

Cranford, Buckley, Schultze, Tomchin, Allen & Buie

 (SEAL)
By: Charles R. Buckley, III