

***WARREN COUNTY
BOARD OF COMMISSIONERS***

February 29, 2016

6:00 pm

Special Meeting

***WARREN COUNTY
ARMORY CIVIC CENTER
COMMISSIONERS' MEETING ROOM
WARRENTON, NC***

February 29, 2016 - Special Meeting

Agenda

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- 1 – 6:00 pm Chairman or designee call Special Meeting to order.**
- 2 - Moment of Silence & Conflict of Interest Disclaimer**
- 3 - Clerk Read Notice of Special Meeting**
- 4 – Consider Appointment of Interim Warren County Attorney**
- 5 – Authorize Entering into Contract with Attorney/Firm Selected to Serve as Interim County Attorney**
- 6 - Adjourn Special Meeting**

February 29, 2016 - Special Meeting

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6:00 pm

**Chairman or designee call
Special Meeting to order**

February 29, 2016 - Special Meeting

Item # 2

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Moment of Silence

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Conflict of Interest Disclaimer

- ▶ *“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.*
- ▶ **In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.**
- ▶ **Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?**
- ▶ **If so, please identify the conflict and refrain from any undue participation in the particular matter involved.**

February 29, 2016 - Special Meeting

Item # 3

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Clerk Read Notice of
Special Meeting

**NOTICE
of
Special Meeting
Warren County Board of Commissioners**

Notice is hereby given that the Warren County Board of Commissioners will hold a Special Meeting on Monday, February 29, 2016 at 6:00 pm in the Warren County Armory Civic Center meeting room, 501 US Hwy 158 Business, East Warrenton, NC 27589.

The purpose of this Special Meeting is to consider selecting an Interim Warren County Attorney and approving a contract for legal services.

All interested persons are invited to attend this meeting.

Barry Richardson, Chairman
Warren County Board of Commissioners

February 29, 2016 - Special Meeting

Item # 4

Consider Appointment of Interim Warren County Attorney

**The following Attorneys/Law Firms have submitted
proposals:**

- 1. Turrentine Law firm, PLLC**
- 2. Atty. Jamie Wilkerson**
- 3. Atty. Cindy Bostic and Law Offices
of Hopper, Hicks & Wrenn, PLLC**

**Note: Professional references have been provided and
checked.**

February 29, 2016 - Special Meeting

Turrentine Law Firm, PLLC

STATE OF NORTH CAROLINA

COUNTY OF WARREN

CONTRACT FOR LEGAL SERVICES FOR WARREN COUNTY

THIS AGREEMENT, executed and entered into this 1st day of March, 2016, by and between the COUNTY OF WARREN, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" and the TURRENTINE LAW FIRM, PLLC, a certified DBE/MBE/SPSF limited liability company in the State of North Carolina, hereinafter referred to as "Attorneys" or "the FIRM."

WITNESSETH

WHEREAS the County, by and through its undersigned Chairman of the Warren County Board of Commissioners, pursuant to and authorized by NCGS § 153A-114, does hereby contract with and employ the undersigned Firm for legal services as the County Attorney for Warren County; and

WHEREAS, the Board of Commissioners for Warren County, agrees to cooperate fully with the FIRM in every way, including referring all legal matters to the FIRM's attention for prompt disposition;

WHEREAS, said the FIRM agrees to accept this contract and to use their best professional judgment in the handling of the legal affairs of the County.

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants contained herein and other valuable considerations, receipt of which is acknowledged from each party to the other, County and the FIRM agree as follows:

EMPLOYMENT AND COMPENSATION:

1. As County Attorney, the Firm agrees to accept and the County agrees to pay a non-refundable retainer fee of \$750.00 for each regular monthly Board of Commissioners' meeting attended by an Attorney. The County further agrees to pay an additional \$750.00 for Attorney's attendance at each special called meeting or Board work session (but the Firm agrees such payment shall be due for special meetings and work sessions meetings *only if* the County has requested an Attorney attend such meeting). The Chair of the County Board of Commissioners is authorized to release the FIRM from its duty to attend *any meeting* in the event the Firm has a conflict or other extenuating circumstance to arise which prohibits an attorney of the FIRM from attending and reasonable notice of same has been tendered to the Board.
2. Further, as County Attorney, the Firm agrees to accept and the County agrees to pay at the rate of \$150.00/hour for any Attorney's time relating to non-litigation work, and \$225/hour for any Attorney's time for litigation work; \$75.00 per hour for any work performed by a paralegal or legal assistant, and; \$25.00 per hour for any work performed by the Firm's administrative personnel, plus expenses, for all legal services provided on behalf of Warren County which do not come within the scope of services provided under paragraph (1) above. The usual legal services subject to billing at this paragraph's hourly rate do *not* apply to Attorney's attendance at any special-called meeting or work session meeting requiring the attendance of the County Attorney, and; further does not apply to the regular monthly County Commissioners' meetings. This paragraph does apply to all other meetings and duties necessary for performing the duties of County Attorney.
3. In addition, the County agrees to pay the following outlined expenses associated with the County Attorney's attendance of the NC County Attorneys' Summer and Winter Conferences. The County shall pay, in advance, the expense incurred in connection with such conferences for registrations, tuition, materials, and lodging. However, the cost of transportation and meals while attending such seminars

shall be the responsibility of the County Attorney.

4. As inducement for entering into this Agreement, the County agrees to allow the Firm to handle *any and all* of its litigation which arises during the time of this Agreement's effectiveness, excepting any litigation which is to be handled by the County's insurer and for which the County has no say in which firm is utilized therefor. The Firm's billing for litigation shall be as outlined in paragraph 2 above. (Litigation rates begin upon the County's being served with notice that it has been sued or upon the County's determination that it must file suit against another party.)

5. For all matters outlined herein, the County acknowledges and agrees the FIRM's fee does not include any court costs or other costs or fees (i.e. copy fees, filing fees, depositions, mediation/arbitration fees, mileage, etc.) associated with this representation, and which additional fees/costs shall also be billed to County and must be paid by the County upon presentment of invoice.

6. The FIRM agrees to send by electronic mail to the County an itemized statement for legal services on or before the fifteenth (15th) day of the month following the calendar month for which fees are being billed, and; the County agrees to pay such invoices within ten (10) days of receipt.

7. County agrees that any bill not paid within 15 days of the billing date shall accrue interest at the rate of 1.5% per billing cycle.

TERM:

This Agreement shall commence on March 1, 2016 and shall continue through the time when either party terminates this Agreement in writing noticed to the other party. Any termination by either party may be at will but requires a sixty (60) day written notice, *unless* a written agreement to the contrary is executed between the FIRM'S managing member and the Chairman of the Board of Commissioners. At the time of termination of this Agreement, the FIRM will be entitled to its full compensation for all hours worked and for all costs expended on behalf of the County prior to an effective termination. Should the County terminate this Agreement with less than a 60-day notice, the Firm shall be entitled to all fees, costs, and expenses for which it has actually worked and earned, including all costs expended on behalf of the County, and up to 60-days' billing (as calculated by averaging the previous twelve (12) months' billing amounts, dividing by six (6) and subtracting the actual number of days that notice was given).

PARTIES' COVENANTS AS TO WORKING RELATIONSHIP:

8. County pledges to cooperate with the FIRM, in every way possible, in the handling of its legal matters.

9. Every effort will be made to expedite the County's matters promptly and efficiently according to the highest legal and ethical standards.

10. By signing below, County acknowledges and confirms that no representation has been made promising or guaranteeing any particular outcome of the case.

AMENDMENTS:

11. No amendment or modification of this Agreement shall be deemed effective or enforceable unless and until executed in writing by the County and the FIRM with the same formality attending execution of this Agreement.

WAIVER & ESTOPPEL:

12. No Terms or conditions of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Agreement except by written instrument of the party charged with such waiver or estoppel executed with the same formality attending execution of this Agreement.

VALIDITY & E-VERIFY:

13. This Agreement, having been executed and delivered in the State of North Carolina, its validity, interpretation, performance, and enforcement shall be governed by the laws of that State, and should any part of the Agreement for any reason be declared invalid, the validity and binding effect of any remaining portion of this Agreement shall remain in full force and effect as if it had been executed with the invalid provision eliminated. Any lawsuit brought under the terms of this Agreement or services provided hereafter shall have the exclusive venue in the General Court of Justice in Wake County, North Carolina.

14. Pursuant to N.C.G.S. § 64-26 (2015) and by its execution below, the FIRM hereby attests that it is in compliance with E-verify requirements.

IN WITNESS THEREOF, the County of Warren has caused this Contract for Legal Services to be signed and executed in its behalf by its Chairperson, and duly attested to by its County Clerk and the FIRM has authorized its managing member to execute this Agreement on its behalf, both in duplicate, the day and year first written above.

COUNTY OF WARREN, NC

TURRENTINE LAW FIRM, PLLC

By: _____
Barry Richardson, Chairman
Warren County Board of Commissioners

By: _____
Karlene S. Turrentine, Managing Member

ATTEST: _____
Angela Kearney-Dunlap
Clerk to the Board

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

February 29, 2016 - Special Meeting

*Law Office
Of
Jamie Wilkerson*

February 23, 2016

Mrs. Linda Worth
Warren County Manager
602 W. Ridgeway St.
Warrenton, NC 27589

Re: County Attorney Interim Position Proposal

As a native of Warren County, it would give me great pleasure to serve as the interim county attorney. My practice consists of areas of law that are statutorily based which has provided me with progressively responsible experience in handling legal matters that require intensive statutory analysis and application. If selected to serve as the interim county attorney, I would be able and willing to devote a significant portion of time to the needs of the county manager, commissioners, and county department heads. The fees and costs for these services would be as follows:

1. Monthly retainer of \$4,000 which would cover essential functions. Essential functions would include attendance at regular and special commissioner meetings, consultations with commissioners and department heads, preparation of routine legal documents, approving form and content of County ordinances, recommendations for legal procedures and actions, and interpretation of legal documents
2. Hourly rate of \$225.00 which would cover research, analysis and interpretation of legal issues and claims, preparation of necessary documentation pertaining to said research, and special and complex litigation that may arise during the interim period from trial to appellate level. This hourly rate is negotiable and also covers the services of any legal assistant/paralegal as well as the cost of utilizing Westlaw.

If you have any additional questions, please feel free to contact me at 919-906-9023 or jamieavrilwilkerson@yahoo.com. I look forward to hearing from you soon.

Sincerely,

Jamie Wilkerson

February 29, 2016 - Special Meeting

*Law Offices
Of*

*Hopper, Hicks & Wrenn, PLLC
Atty. Cindy Bostic, Lead Attorney*

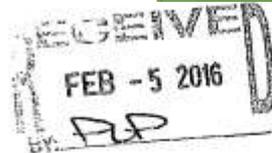
*Law Offices
Of Hopper,
Hicks &
Wrenn,
PLLC*

N. KYLE HICKS
JAMES C. WRENN, JR.
CINDY P. BOSTIC
GERALD T. KOINIS

William L. Hopper, of Counsel

LAW OFFICES OF
HOPPER, HICKS & WRENN, PLLC

P.O. BOX 247, 111 GILLIAM STREET
OXFORD, NORTH CAROLINA 27565



TELEPHONE: 919-693-8
FACSIMILE: 919-693-9
www.hopperhickswrenn.com

February 4, 2016

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Ms. Linda Worth
County Manager
Warren County
602 W. Ridgeway Street
P.O. Box 619
Warrenton, NC 27589
lindaworth@warrencountync.gov

In Re: County Attorney Position

Dear Ms. Worth:

I am writing to indicate my interest in serving as the county attorney for the Warren County Board of Commissioners (The "Board"). I am an associate attorney with the law firm Hopper, Hicks and Wrenn, PLLC and I am seeking this contract for the firm with the understanding that I will be lead attorney. If selected, I will attend Board meetings and will be the primary attorney assigned to the Board. Other attorneys in the firm will provide assistance as needed.

My hourly rate for this contract would be \$200.00, and the hourly rate for the firm's partners, N. Kyle Hicks and James C. Wrenn, Jr. would be \$ 250.00 per hour. Another associate attorney, Gerry T. Koinis, would bill at an hourly rate of \$ 165.00. When it is cost effective and within their ability, we may utilize paralegals and legal assistants to provide certain services. They are billed at rates ranging from \$90.00 to \$110.00 per hour. In addition to hourly fees, we will charge for costs incurred on your behalf such as filing fees, travel expenses, mileage, copying, exhibit production costs, etc. We charge the federal rate for mileage. Third party costs are billed without markup.

Should you require a statement of our qualifications, please let me know. Our firm serves as counsel to several units of local government. We are very familiar with local government finance, public construction projects, employment law, and other areas applicable to our potential service to the Board. Some of Hopper, Hicks and Wrenn's clients include Granville County, the Town of Butner, the South Granville Water and Sewer Authority, the Granville County Board of Education, Granville Health System, Kerr-Tar Regional Council of Governments, Franklin-Vance-Warren Opportunity, Inc., the Granville County Department of

**Law Offices
Of Hopper,
Hicks &
Wrenn,
PLLC**

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Social Services, Kerr-Tar Regional Economic Development Corporation, North Carolina Association, Long-term Care Facilities, and numerous other non-profit and for profit entities.

Please also note that I am already obligated to another board, the Granville County Board of Education, which also meets on the first Monday evening of every month. I sincerely hope that this does not present an insurmountable obstacle to me and our firm being considered for this position. We are hopeful that we may still be considered to serve the Warren County Board of Commissioners as the county attorney.

Thank you for your consideration and we would be honored to provide legal counsel for the Warren County Board of Commissioners.

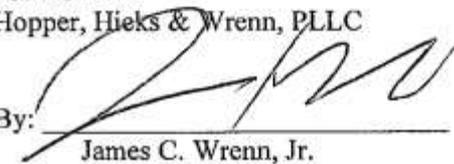
Sincerely,



Cindy P. Bostic

For the Firm:
Hopper, Hicks & Wrenn, PLLC

By:



James C. Wrenn, Jr.
Manager

2/24/14

Note:

Atty Gerry Koinis will be available to attend 1st Monday of the month meetings with the Bd of Commissioners.
Per Atty James C. Wrenn

February 29, 2016

Item # 5

**Authorize entering into
Contract with Attorney/Firm
selected to serve as
Interim County Attorney**

February 29, 2016

Item # 6

**Adjourn
Special Meeting**