



REQUEST FOR BOARD ACTION

ITEM NO. 19.

DATE OF MEETING: August 2, 2010

REQUESTED BY: Rick Benton, County Manager

SHORT TITLE: Resolution Approving a Representation Agreement with the firm of Teague, Campbell, Dennis & Gorham L.L.P. and a Purchase Order in the amount of \$15,000

BACKGROUND: The Board has agreed to secure the firm of Teague, Campbell, Dennis & Gorham L.L.P. to represent Pender County in certain legal matters.

SPECIFIC ACTION REQUESTED: To consider a resolution approving the Representation Agreement the firm of Teague, Campbell, Dennis & Gorham L.L.P. and a purchase order in the amount of \$15,000.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.



Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby approves the attached Representation Agreement with the firm of Teague, Campbell, Dennis & Gorham L.L.P., and further approves a purchase order in the amount of \$15,000 for the related legal services. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Account 470-404519

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Blanchard ___ Brown ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman Date

ATTEST Date

REPRESENTATION AGREEMENT

The terms of this Agreement, by and between Pender County Board of County Commissioners, hereinafter referred to as "Client," and Teague, Campbell, Dennis & Gorham, L.L.P., hereinafter referred to as "Law Firm," are set forth as follows:

1. The Client hereby retains and employs the Law Firm to represent Pender County in connection with employment issues concerning the Pender County Health Department, and other related matters about which the Client may need to seek the advice and counsel of the Law Firm.
2. The fee for this representation will be based upon time spent by attorneys and staff of the Law Firm on the above-described matters. The Client agrees to pay the Law Firm for services to be rendered pursuant to this agreement, at the Law Firm's hourly rate for the actual time spent in this representation. The Law Firm's hourly rate for attorney services to the Client will range from \$175 for junior associates to \$185 for partners, and the hourly rate for paralegal services to the Client will be \$80. Additionally, the Client agrees to pay costs and expenses, if any, paid or incurred by the Law Firm for the Client in connection with this representation. The Law Firm will render statements at reasonable intervals in increments of one tenth (1/10) of an hour for time expended providing services to the Client, which statements shall be due and payable on receipt.
3. The Law Firm will represent the Client promptly, efficiently, and zealously according to the highest legal and ethical standards. The Client shall have the right to terminate the services of the Law Firm at any time upon written notice to the Law Firm. The Law Firm shall also have the right to terminate its services at any time if the Law Firm determines that continuing services to the Client would be unethical, impractical, improper or otherwise undesirable. In the event of termination by the Client or the Law Firm, payment for legal services would be due through the termination date.

This the 2nd day of August, 2010.

COUNTY OF PENDER

By: _____
Jimmy T. Tate, Chairman

TEAGUE, CAMPBELL, DENNIS & GORHAM,
L.L.P.

By: _____
Melissa R. Cleary