

ATTACHMENT A

**A RESOLUTION APPROVING THE 2006-07
MEMORANDUM OF UNDERSTANDING WITH THE BROUGH LAW FIRM
Resolution No. 01/2006-07**

THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO RESOLVES:

Section 1. The Memorandum of Understanding with The Brough Law Firm for the 2006-07 Fiscal Year is hereby approved.

Section 2. The resolution shall become effective upon adoption.

THE BROUGH LAW FIRM

1829 E. FRANKLIN STREET • SUITE 800-A
CHAPEL HILL, NORTH CAROLINA 27514
TEL (919) 929-3905 • FAX (919) 942-5742

MICHAEL B. BROUGH
WILLIAM C. MORGAN, JR.
G. NICHOLAS HERMAN
ROBERT E. HORNIK, JR.
T.C. MORPHIS, JR.

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MEMORANDUM

To: Mayor and Board of Aldermen

From: Mike Brough *WBB*

Subject: Legal Fees for Fiscal 2006-2007

Date: July 12, 2006

Enclosed are two copies of the proposed memorandum of understanding relating to attorney services for fiscal year 2006-2007. The memorandum is identical to the one executed last year except that the hourly rate for the attorneys in my firm have been adjusted from \$145 to \$155 for me, from \$140 to 150 for William Morgan, Nick Herman, Robert Hornik and Nancy Hornik, and from \$110 to \$120 for T.C. Morphis. No adjustment in our rate was made last year. The hourly rates our firm charges the Town of Carrboro continue to be considerably less than the rates we charge other municipalities and far less than we charge private clients.

As always, I appreciate having the opportunity to serve the Town of Carrboro and would be happy to answer any questions Board members may have about our fees or services.

NORTH CAROLINA

ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this memorandum of understanding ("memo") are the Town of Carrboro (the "Town") and the law firm of The Brough Law Firm ("Law Firm").

2. Purpose. The purpose of this memo is to set forth the understanding between the parties concerning the nature of the relationship under which the Law Firm shall serve as the Town Attorney.

3. Scope of Service. In consideration of the compensation set forth below, Law Firm shall continue to perform for the Town all of the legal services heretofore performed by this firm during prior fiscal years. Such services shall include, without limitation, consultation with the Board of Aldermen and the town staff, attendance at the Board of Aldermen meetings, attendance at the meetings of other boards upon request, drafting and/or review of ordinances and other documents, and representation of the Town in litigation. Not included within the scope of covered services are (i) services customarily performed by outside bond counsel, and (ii) services such as title work that can be performed more efficiently and economically by other counsel generally engaged in that work.

4. Services Performed Principally by Michael B. Brough. The parties acknowledge and agree that the services covered under this memorandum shall generally be performed by or under the specific direction of Michael B. Brough. However, the full resources of the Law Firm shall be available to the Town and other members of the firm may assist the Town when requested to do so by the Town or when Mr. Brough is unavailable or when it is otherwise cost effective for the Town to do so. In addition, the Law Firm may arrange for the Town to contract with other firms or individuals to have certain services performed for the Town by other counsel when such services can be performed more efficiently by others.

5. Compensation. The Town shall pay to Law Firm for legal services rendered during fiscal year 2006-2007 on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked and the fees shall be calculated according to the following rates.

Michael B. Brough	\$155.00
William C. Morgan, Jr.	\$150.00
Nicholas Herman	\$150.00
Robert E. Hornik, Jr.	\$150.00
Nancy Friel Hornik	\$150.00
T.C. Morphis, Jr.	\$120.00

The Town shall not be billed by Law Firm for routine expenses incurred by Law Firm while performing town business, including expenses relating to long distance telephone calls, postage, secretarial or word processing services, travel within Orange County, supplies or copying. However, Law Firm shall include on monthly invoices and the Town shall pay expenses incurred by Law Firm (while performing town business) for travel outside of Orange County and other expenses normally borne by clients (such as filing fees and other court costs, document recording fees, expert witness fees, express mail charges, etc.).

6. Attendance at Conferences and Seminars. Expenses incurred by Law Firm in connection with attendance at conferences, seminars, or training sessions shall be paid for by the Town only if specifically approved in advance by the Town as being directly related to a particular subject matter in which the Town has a special interest.

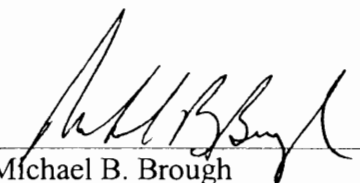
7 Duration, Termination. This memorandum shall govern the relationship between the parties for the period July 1, 2006 through June 30, 2007. The relationship established under this memorandum may be terminated upon ten (10) days written notice by either party. Payment shall be made for services rendered through the date of termination.

This memorandum of understanding is executed by the parties this 1st day of July, 2006.

TOWN OF CARRBORO

THE BROUGH LAW FIRM

BY: _____
Steven Stewart, Town Manager

BY:  _____
Michael B. Brough

ATTEST:

Sarah Williamson, Clerk

Provision for payment has been made by an appropriation duly made or bonds or notes duly authorized, pursuant to the Local Government Budget and Fiscal Control Act.

Finance Officer