

Cleveland County Board of Commissioners
December 7, 2020

The Cleveland County Board of Commissioners met for an organizational meeting on this date, at the hour of 10:00 a.m. at the LeGrand Center located at 1800 E. Marion St., Shelby.

PRESENT: Ronnie Whetstine, Vice-Chair
 Johnny Hutchins, Commissioner
 Doug Bridges, Commissioner
 Deb Hardin, Commissioner
 Kevin Gordon, Commissioner
 Brian Epley, County Manager
 Tim Moore, County Attorney
 Phyllis Nowlen, Clerk to the Board
 Kerri Melton, Assistant County Manager
 Jason Falls, LeGrand Center Director
 Betsy Harnage, Register of Deeds
 Chris Green, Tax Assessor
 Lucas Jackson, Finance Director

CALL TO ORDER

Vice-Chair Whetstine called the meeting to order and Commissioner Bridges provided the invocation and led the audience in the Pledge of Allegiance.

OATH OF OFFICE: SOIL AND WATER CONSERVATION

Speaker of the House Tim Moore administered the oath to Madison Bridges for the office of Soil and Water Conservation District Supervisor.

SWEARING IN OF REGISTER OF DEEDS BETSY HARNAGE

Speaker of the House Tim Moore administered the oath of office to Betsy Harnage for the Register of Deeds.

SWEARING-IN FOR THE REGISTER OF DEEDS STAFF

Speaker of the House Tim Moore administered the oath of office to the following Register of Deeds Staff:

Robin Gassman	Hilda Blanton
Regina Crocker	Gail Ross
Kathy Greene	Cailey Speer

OATH OF OFFICE: COMMISSIONERS

Speaker of the House Tim Moore administered the oath to Johnny Hutchins for the office of Cleveland County Commissioner.

Speaker of the House Tim Moore administered the oath to Ronnie Whetstine for the office of Cleveland County Commissioner.

Speaker of the House Tim Moore administered the oath to Kevin Gordon for the office of Cleveland County Commissioner.

SELECTION OF COMMISSION CHAIR

County Manager Brian Epley opened the floor to accept nominations for Commission Chair.

NOMINATIONS: Commissioner Hardin made a motion to nominate Doug Bridges for Chair
(Commissioner Gordon seconded the motion). **Doug Bridges was elected Chairman.**

SELECTION OF COMMISSION VICE-CHAIR

Chairwoman Allen opened the floor to accept nominations for Commission Vice-Chair.

NOMINATIONS: Commissioner Gordon made a motion to nominate Deb Hardin for Vice-Chair

(Chairman Bridges seconded the motion). **Deb Hardin was elected Vice-Chairman.**

APPOINTMENT OF COUNTY ATTORNEY

Chairman Bridges recognized County Manager Brian Epley to present the contract for County Attorney Tim Moore. At the annual Reorganizational Meeting, the Board will review the contract and appoint the County Attorney. The terms and conditions of the contract are in-line with the previous year’s contracts.

ACTION: Commissioner Hutchins made a motion, seconded by Commissioner Whetstine, and passed unanimously by the Board to, **appoint Tim Moore as the County Attorney and approve his contract for services.**



Cleveland County
NORTH CAROLINA

STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF CLEVELAND

This AGREEMENT is made and entered into as of the 7th day of December, 2020, by and between **CLEVELAND COUNTY, NORTH CAROLINA**, a political subdivision of the State of North Carolina (hereinafter "Employer"), and **TIM MOORE** (hereinafter "Contract Employee").

WHEREAS, Employer desires to employ the services of Contract Employee as County Attorney as provided by N.C.G.S. § 153A-114; and

WHEREAS, it is the desire of both parties to establish certain terms and conditions of employment as an independent contractor; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. DUTIES:

Employer hereby agrees to appoint said Contract Employee as County Attorney to perform the functions and duties specified, to include:

- a. Serving as chief legal counsel and attorney for the County Board of Commissioners;
- b. Attending meetings of the County Commissioners as needed;
- c. Being available for routine consultation with board members, the County Manager, and County departments as necessary;
- d. Advising the Board and County Manager on proposed County Ordinances;

- e. Drafting and reviewing ordinances and resolutions as needed;
- f. Preparing and reviewing legal documents and contracts;
- g. Providing advice and guidance on the necessity of outside legal advice for unique matters requiring specialization from outside counsel;
- h. Providing advice and technical guidance to the Senior Staff Attorney and other attorneys employed by the County as necessary;
- i. Representing the County in legal actions against the Board of Commissioners or any department or agencies of the County as requested;
- j. Attending professional meetings and legal educations conferences as needed;
- k. Performing other legal permissible and proper duties and functions as may be assigned by the Board of Commissioners;
- l. Provide advice, guidance, representation for all county departments including without limitation Board of Health, Social Services, Sheriff's Office and Register of Deeds.

II. TERM:

- a. Contract Employee shall begin his employment with Employer on December 7th, 2020.
- b. Contract Employee shall serve at the pleasure of the Board of Commissioners, and nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Commissioners to terminate the services of Contract Employee at any time, with or without cause, subject only to the provisions set forth in Section III of this contract.

III. TERMINATION:

- a. The Contract Employee shall give the Employer sixty (60) day notice in advance in the event the Contract Employee resigns his position and appointment with the Employers, unless both parties mutually otherwise agree.

- b. In the event Contract Employee is relieved of appointment by the Board of Commissioners without cause, and during such time Contract Employee is willing to perform his duties under the Contract, then, in that event, the Employer shall continue to pay to the Contact Employee his then-existing retainer for a sixty (60) day period of time.
- c. In the event Contact Employee is relieved of appointment because of any illegal act involving personal gain to him, his conviction of a felony, or his commission of any action which involves moral turpitude, then, in that event, the Employer shall have no obligation to pay the existing retainer designated in III.B. of this contract.

IV. COMPENSATION:

- a. Employer agrees to pay the Contract Employee a yearly retainer in the amount of \$30,000.
- b. Employer agrees to pay for additional billable hours in the amount of \$300 per hour. The Contract Employee will provide invoices on a monthly basis documenting billable hours assigned to operating departments and coded in order to determine subject issue, for reconciliation purposes.

V. CONTRACT REVIEW:

The Board of Commissioners shall review the terms and conditions of this contract in conjunction with the annual budget process annually.

VI. GENERAL PROVISIONS:

- a. This Agreement is not final, and the Contract Employee's appointment is not effective, until final action awarding the contract to the Contract Employee is taken by the Cleveland County Board of Commissioners at an open meeting of the Board.
- b. Both parties agree to indemnify and hold each other harmless from all liability, loss, damage, claim, and expense of any kind, including costs of attorneys' fees, which result from negligent or willful acts or omissions by either party and their agents or employees regarding the duties and obligations of either party under this Agreement, including the duty to maintain the legal standard of care applicable to either party. In the event that the

contract is terminated, by either party, this provision shall survive the termination, retrospectively from termination date, of the contract regarding any liability for acts or omission occurred.

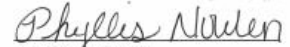
- c. Contract Employee agrees to provide a current and active North Carolina Law License.
- d. Contract Employee will establish and maintain professional malpractice coverage that meets or exceeds typical North Carolina standards.
- e. Special provisions should be limited and listed as an attachment to the original contract.
- f. This Contract shall supersede any previous contracts between Employer and Contract Employee.

IN WITNESS WHEREOF, the Board of Commissioners of Cleveland County has caused this contract to be signed and executed on its behalf by its Board Chairman, and duly attested by the Clerk; and the Contract Employee has signed and executed this Contract, both in duplicate, this the 7th day of December, 2020.

CLEVELAND COUNTY, NORTH CAROLINA

By: 
Chairman
Board of Commissioners



Attest: 
Phyllis Nowlen
Clerk to the Board


Timothy K. Moore
Attorney-at-law

ADJOURN

There being no further business to come before the Board at this time, Commissioner Hutchins made the motion, seconded by Commissioner Hardin, and unanimously adopted by the Board, *to adjourn the meeting*. The next regular meeting of the Commission is scheduled for *Tuesday, December 15, 2020 at 6:00 p.m. at the LeGrand Center located at 1800 E. Marion St., Shelby.*

*Doug Bridges, Chair
Cleveland County Board of Commissioners*

*Phyllis Nowlen, Clerk to the Board
Cleveland County Board of Commissioners*