

MEMORANDUM OF UNDERSTANDING (HYBRID)

This Memorandum of Understanding (“MOU”) reflects the mutual intentions and general understanding between Foxfire Village (the “Village”) and The Brough Law Firm, PLLC (the “Firm”). The parties acknowledge that while this MOU primarily outlines their working relationship, certain provisions—specifically those related to compensation, payment, and professional services—are intended to be binding.

1. Parties

This MOU is entered into by and between Foxfire Village and The Brough Law Firm, PLLC.

2. Purpose

The purpose of this MOU is to describe the working relationship under which the Firm will provide legal services to the Village. The Firm will serve as an independent contractor, and nothing in this MOU is intended to create an employer-employee relationship.

3. Scope of Services

The Firm will provide general legal services to the Village, including but not limited to:

- Consultation with the Board of Commissioners and Village staff
- Attendance at meetings upon request
- Drafting or reviewing ordinances and other documents
- Representation of the Village in legal matters

Services typically performed by specialized bond counsel are not included unless separately agreed.

4. Personnel

Services are expected to be performed primarily by Robert E. Hornik, Jr., with support from other members of the Firm as needed. The Firm may utilize third parties for certain services (such as title work or real estate closings), but will remain responsible for the quality and timeliness of those services.

5. Compensation and Billing (Binding Provision)

The Village agrees to compensate the Firm for legal services on a monthly basis based on time expended and services performed. Billing rates and reimbursable expenses shall be as set forth in an attached schedule or as otherwise agreed by the parties.

Invoices will be provided monthly and are expected to be paid in the ordinary course of the Village's financial procedures. The parties agree to communicate in good faith regarding any questions or concerns related to billing.

6. Term and Termination

This MOU will guide the relationship between the parties beginning July 1, 2026, through June 30, 2029, and may continue thereafter by mutual understanding.

Either party may terminate the relationship upon written notice. The Village remains responsible for payment of services rendered through the date of termination.

7. Nature of Agreement

This MOU is intended to provide a framework for cooperation and understanding between the parties. Except for Section 5 (Compensation and Billing) and any other provisions expressly identified as binding, this MOU is not intended to create legally enforceable obligations.

8. Good Faith Cooperation

The parties agree to work collaboratively and in good faith to serve the best interests of the Village and its residents.

IN WITNESS WHEREOF, the parties acknowledge this Memorandum of Understanding as of the dates set forth below.

FOXFIRE VILLAGE THE BROUGH LAW FIRM, PLLC

By: _____ By: _____

Name/Title: _____ Name/Title: _____

Date: _____ Date: _____

9. Fiscal Certification (Limited)

The parties acknowledge that, to the extent required by applicable North Carolina law, payment obligations described in Section 5 are subject to the availability of appropriated

funds and compliance with the Local Government Budget and Fiscal Control Act. This provision is intended to reflect fiscal responsibility requirements and does not expand the binding nature of this MOU beyond the provisions expressly identified herein.

Exhibit A – Compensation for Services (Binding)

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for work performed during the previous month. Monthly statements will generally include an itemized breakdown of professional services and a list of expenses and costs advanced.

Hourly Rates Schedule

Role	Current Rate	Effective July 1, 2026	Effective July 1, 2027	Effective July 1, 2028
Senior Attorney	\$235.00	\$250.00	\$265.00	\$280.00
Associate	\$210.00	\$225.00	\$240.00	\$255.00
Legal Assistant	\$130.00	\$150.00	\$170.00	\$185.00

Billing Practices

- Statements will describe services performed, date, timekeeper, rate, and total charges.
- Reimbursable expenses may include copying, delivery services, travel outside designated counties, filing fees, and recording fees.
- The Firm may bill for reasonable administrative support related to document preparation and related tasks.

The parties acknowledge that this Exhibit A is incorporated into and supports the binding provisions of Section 5.

This document is a hybrid agreement. Certain provisions are intended to be binding as expressly stated, while the remainder reflects the parties' general understanding and intent.