

**AGREEMENT BETWEEN
THE CLEVELAND COUNTY BOARD OF EDUCATION
AND SINK LAW FOR THE PROVISION OF LEGAL SERVICES**

Effective January 25, 2021, the Cleveland County Board of Education ("the Board") and law firm of Sink Law ("the Firm") agree to the following terms and conditions:

1. **Retainer and General Services.** The Cleveland County Board of Education will pay a monthly retainer of one thousand dollars (\$1000.00) per month. This retainer will cover being on call for board meetings and brief telephone and/or email communication up to five hours per month. After legal work exceeds five hours, the Board will be billed at an hourly rate of two hundred dollars (\$200.00) per hour. The Board will be billed at the beginning of each month and bills will include an itemized statement of charges for the preceding one-month period.

2. **Scope of Work and Limitations.** The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.

3. **Costs.** Any out-of-pocket expenses including copies, court costs, conventions or conferences approved by the Chairman, and other costs reasonably incurred for the Board will be billed to the Board at the Firm's actual cost.

4. **Contract Revisions.** This Contract may be modified at any time by mutual written agreement of the parties.

5. **Lunsford Act.** Sink Law acknowledges that N.C. Gen. Stat. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the North Carolina General Statutes from knowingly being on the premises of any school. Sink Law will ensure that all members, agents, or subcontractors of the Firm are compliant with the Lunsford Act.

6. **Monthly Statements.** Unless a different billing period is agreed upon with the Board, Sink Law will render monthly statements indicating time spent on legal representation and any costs/fees incurred. Should the Board have any questions concerning a statement, we welcome inquiries. The statements will be payable within 10 days of the invoice date.

7. **Client Trust Accounts.** The Firm may not ethically deposit any funds belonging to clients/the Board in firm operating or personal bank accounts. To comply with the Rules of Professional Conduct, we deposit all funds belonging to our clients into a trust bank account and we are obligated to account to all clients for the receipt and disbursement of those funds. Any interest earned on such trust accounts will be delivered to the Bar IOLTA foundation to be used for public purposes.

8. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the Board to the best of our ability under the circumstances, we cannot guarantee the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only and are limited by our knowledge at the time they are expressed.

9. Communications. Periodic billing statements will help keep the Board informed of the progress of our engagement. Additionally, as requested, we will also send to the Board copies of pertinent correspondence, documents, and other materials prepared or received by us during representation. The Board is encouraged to contact us as to any questions or comments regarding the services, fees, or status of any matter. Material information and documents received by the Board should be forwarded to the Firm without delay.

10. Confidentiality. The Firm will protect the confidence of the Board and will not divulge confidential information concerning the client's business or legal, as required by the Rules of Professional Conduct.

11. Termination. The Firm reserves the right to withdraw from representing the Board upon written notice at any time, with or without cause. Likewise, the Board may terminate the Firm's services prospectively upon written notice to the Firm.

SINK LAW

CLEVELAND COUNTY BOARD OF
EDUCATION

By: Leigha B. Sink
Leigha B. Sink

By: Robert L. Queen
Robert Queen, Chairman

Date: 1/25/21

Date: 1-25-21

Pursuant to N.C. Gen. Stat. § 115C-441(a), this instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Daniel R. Karpinski
Finance Officer

1/25/2021
Date