

AGREEMENT is effective as of the 1st day of July 2023, by and between THE CITY OF HARTSVILLE (the "City"), and Elizabeth B. York, City Judge (the "JUDGE").

WHEREAS, the City desires to engage the services of an Attorney to perform the duties of the position of City Judge; and,

WHEREAS, the parties recognize that the Attorney is engaged in the private practice of law and has other clients; and,

WHEREAS, the Attorney has agreed to be engaged to perform the duties of City Judge.

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

1. Services. The City will engage Attorney's services as its City Judge, and Attorney accepts the engagement upon the terms and conditions set forth herein.

2. Term. The term of this Agreement shall begin on July 1, 2023 and shall continue until June 30, 2026.

3. Compensation. The City shall pay the Judge for all services rendered under this Agreement the sum of Twenty-Five Thousand and No Hundred Dollars (\$25,000.00) per year, payable in twelve equal installments. Such payments shall be made with normal payroll withholdings. The Judge shall not receive any benefits and shall not be considered as an employee of the City.

4. Duties. Attorney shall perform the following duties as City Judge:

a. Performs judicial activities and oversees the judicial functions of the Municipal Court, insuring conformance with legal requirements. The person in this position works under general provisions set forth by City Council, which is empowered to appoint and remove the Municipal Court Judge as an officer of the City under the Charter of the City of Hartsville. The Municipal Court, consistent with relevant constitutional provisions, statutes, ordinances and case law, shall maintain its

independence from the Executive and Legislative branches, while recognizing that this should be accomplished in a cooperative manner.

b. The person selected must take an oath of office, make judicial findings in conformance with the law, and comply with the Code of Judicial Conduct and be subject to the Rules of Professional Conduct in the State of South Carolina as is applicable to this office. See State Code Chapter 25 Article 1. Sections 14-25-5 – Section 14-25-205 as it pertains to a Municipal Court System.

5. Ethical Obligations. Judge shall observe all appropriate Codes of Ethics of the legal profession, the State of South Carolina and as established by the City.

7. Insurance. Judge agrees to obtain and maintain during the term of this Agreement legal malpractice insurance in the amount of at least \$1,000,000.00. In addition, Judge agrees to obtain liability insurance with the City listed as certificate holder. Judge agrees to provide written proof of such insurance coverage to the City at the time this Agreement is entered.

8. Termination. Either party may terminate this Agreement for any reason by giving thirty (30) days written notice to the other party.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties or representations between the parties relating to this subject matter other than those in this Agreement. This Agreement supersedes all prior agreements, understandings, discussions or negotiations relating to this subject matter. No waiver or modification of this Agreement shall be binding unless it is in writing and signed by the parties hereto.

10. Mutual Drafting. The parties agree that this Agreement has been the subject of negotiations between the parties. The parties further agree that this Agreement is the result of mutual drafting and that this Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that this Agreement may have been prepared by one of the parties.

11. Governing Law. This Agreement, and all matters or disputes relating to the validity, construction, performance or enforcement hereof, shall be governed, construed and controlled by and under the laws of the State of South Carolina without regard to principles or conflicts of law.

IN WITNESS WHEREOF, the parties have, in duplicate original, executed this Agreement as of the date first above written by the respective parties authorized to execute this Agreement.

THE CITY:

THE CITY JUDGE:

DANIEL P. MOORE, CITY MANAGER

ELIZABETH B. YORK

ATTEST:

SHERRON L. SKIPPER, CITY CLERK