



105 Main Street
Chester, SC 29706
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February 7, 2019

VIA EMAIL (Only)

John Weaver
Interim County Administrator
Beaufort County
100 Ribaut Road
Beaufort, South Carolina 29902

Re: Legal Representation

Dear John:

Please allow this letter to confirm our engagement to represent Beaufort County (the "County") in connection with the scope outlined in this letter. We are pleased you have retained us and thank you for your confidence in our firm. When new files are opened, we provide clients with an engagement letter. The purpose of this letter is to set forth our understanding of the legal services to be performed by us for this engagement and the basis upon which we will be paid for those services. If you engage our firm on additional legal matters, this engagement letter will apply to those matters as well unless separate engagement letters are executed for such matters.

Scope of Engagement. Our initial engagement is limited to serving as limited-engagement legal counsel to determine whether or not the interim County Administrator (Thomas J. Keaveney, II [attorney]) entering into a Professional Service Agreement on July 24, 2018 with Joshua A. Gruber (former interim County Administrator/County Attorney) constituted any violation of state law, county regulations, or ethical responsibilities.

A handwritten signature in blue ink, appearing to be "JLW", enclosed within a circular blue ink scribble.

Fees. Our fees will be based on the amount of time spent by lawyers, paralegals, and legal assistants. We will charge for all time spent regarding the engagement, including telephone and personal conferences with the County; factual investigation as needed; legal research; responding to your requests for us to provide information to the Client; drafting letters and other documents; and travel if needed. My current hourly rate is \$285.00 per hour. Legal Assistants, who will be utilized where appropriate to avoid unnecessary attorney fees, currently are charged at \$95.00 per hour.

Other Charges. In addition to our fees for rendering professional services, our statements to the County may include where appropriate, disbursements and charges for services incident to the performance of our legal services, such as copies, postage, delivery charges, travel expenses, filing fees, etc.

Billing Cycle. We typically bill monthly, but we reserve the right to submit bills less or more frequently. Payment is due upon receipt. We expect to receive payment within thirty (30) days, and your monthly statement will show any past due invoices. In the event invoices are not paid within thirty days, we reserve the right to charge interest on unpaid balances.

Cost Estimates. From time to time at your request, we may furnish estimates of legal fees, disbursements, and other charges that we anticipate in connection with this matter. These estimates are by their nature inexact because of unforeseeable circumstances and therefore our actual fees, disbursements, and other charges may vary from our estimates.

Billing. It is our practice to bill our services on an hourly basis in increments of one-tenth (.1) of an hour. Our monthly statements are itemized as to the activity performed, the amount of time spent on each activity, and the identity of the individual who performs the task. Where possible and to the extent practicable, we attempt to assign tasks to the lowest hourly rate timekeeper who is qualified to perform the activity. Often, for example, research work will be performed by associates or law clerks whose hourly rates are less than partners. Similarly, legal assistants are often asked to perform non-legal research-related tasks. Obviously, all such delegated work is supervised and directed by the responsible attorney, but hopefully this approach reduces the fees to the County that would otherwise result.

Termination. The County may terminate this engagement by providing us written notice at any time. Our firm may likewise terminate this engagement, subject to our ethical obligations as lawyers under the South Carolina Rules of Professional Conduct (e.g., our obligation to provide a client with reasonable notice of our withdrawal to permit the client to employ other counsel, and to cooperate with the client regarding the transfer of engagement). Upon receipt of the notice to terminate representation, we will stop all legal work on your behalf immediately. The County will be responsible for paying all legal fees and expenses incurred on your behalf in assigned legal matters before the date of written notice of termination was received by our firm.



Client Documents. During the course of this engagement, we expect that the County will provide us with certain documents related to this matter. If the County provides us original documents, we typically duplicate the original documents electronically and return original documents to the County. It is our practice to store Client documents electronically, and therefore we do not typically store paper copies of client files. In some instances, original documents are retained in our files during the course of the engagement. At the conclusion of this matter (or earlier if appropriate), it is the County's obligation to advise, within thirty (30) days of the termination of this matter, as to which, if any, of the documents in our files the County wishes us to return to the County.

We may keep electronic copies of the County files to the extent we believe advisable for our records. All documentation with regard to any engaged matter will be copied to the County, specifically to the Interim County Administrator.

Litigation hold. In the event of an existing or anticipated claim, you have a duty to preserve evidence. Accordingly, please preserve all documents, tangible things, and electronically stored information potentially relevant to the issues raised in the existing or anticipated claim. This includes emails, voicemail messages, text messages, and social media posts.

Our objective is to provide you with excellent legal services and to protect the interests of the County. This office operates under the "sunset" rule meaning that when you call or email, it is our daily goal to return that call or email before the sun sets.

If there are any questions concerning this engagement letter, please contact us before signing it. If the County has no questions and the engagement letter accurately sets forth the County's understanding of our agreed engagement, please indicate by signing the enclosed copy of this letter in the space provided below and returning it to us for our records.

We appreciate this engagement and look forward to working with you. With kind regards, I am

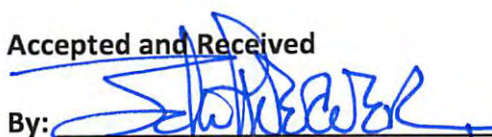
Sincerely,

Joanie Winters

Joanie Winters

Accepted and Received

By:

 2/7/2019
Interim Administrator