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February 23, 2021

Via E-mail [abeeker@hvlnc.gov]

Angela S. Beeker
City Attorney
City of Hendersonville, North Carolina
160 6th Avenue East
Hendersonville, NC 28792-4328

Re: Request for Legal Representation

Dear Angela:

You have requested that our firm provide the City of Hendersonville ("City") with legal representation and general legal advice regarding issues related to the construction of a parking deck. This letter will confirm our understanding regarding Parker Poe Adams & Bernstein LLP's representation.

Parker Poe will perform legal services as counsel to the City in connection with above referenced matter. The scope of the services to be provided by Parker Poe may be expanded during the course of the engagement pursuant to communications establishing a specific mutual understanding of the services to be performed.

Russell Killen will have general supervisory responsibility over the engagement and he and Mac McCarley will be the partners primarily responsible for providing services with respect to this matter. Mr. Killen and Mr. McCarley will provide services at an hourly rate of \$395/hour. Other attorneys, associates and paralegals may be asked to provide services on this matter as appropriate and will be billed at our customary client preferred rates. Those rates will be in effect through 2021 and until modified by the firm in accordance with annual rate evaluations. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Because we are sensitive to legal costs, it is our practice to assign work to attorneys with billing rates consistent with the level of expertise and experience required to perform the work. We make every effort not to duplicate services among our attorneys and paralegals unless specifically requested by the client. We will direct our invoices to your attention. If the City requests a legal opinion related to this matter we will discuss with you at that time if an additional fixed fee is warranted for the rendering of such opinion.

The Standard Terms of Engagement attached hereto are part of this engagement letter.

We sincerely appreciate your calling on us for legal representation and look forward to working with you on this engagement. If the provisions set forth are consistent with your understanding, please sign below, keep a copy of the letter for yourself and return the original to us.

PARKER POE ADAMS & BERNSTEIN LLP



Scott E. Leo

SEL
Attachment

ACCEPTED BY:

CITY OF HENDERSONVILLE

Angela S. Beeker, City Attorney

(Date)

PARKER POE ADAMS & BERNSTEIN LLP

STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. 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.

2. No Fixed Fee/Estimates. It is usually impossible to determine at the beginning of a matter the full nature and extent of the legal services which may ultimately be necessary on the client's behalf because much of the work may depend on the responses of other parties, agencies or courts, or upon facts not yet known. Therefore, the compensation for our services will not be a fixed fee with respect to all or any part of the engagement, but rather a fee based primarily upon the time devoted to the client's matter. Our hourly rates are subject to change from time to time, without notice. Although our fees are based primarily upon time expended, we also may give consideration to the novelty and difficulty of the questions involved, the skill required to perform the task properly, the result obtained and any time constraints imposed by the client or by the circumstances. Any oral or written estimate of fees is only an estimate, based upon preliminary information available at the time of such estimate; actual fees and costs may vary from any such estimate. You agree to pay the actual fees and disbursements billed in accordance with these Standard Terms of Engagement.

3. Disbursements and Expenses. In addition to the fees described above, the client will be charged for disbursements, including, but not limited to, photocopying, deposition expenses, travel, long distance telephone calls, express mail, facsimile fees, delivery service, messenger fees, court fees, filing fees, and other costs reasonably incurred for the client. We will either advance such costs on our client's behalf or ask the client to pay them directly or in advance, where appropriate. Any fees of expert witnesses or other professionals retained with the prior consent of the client to assist in the legal representation may be billed directly to the client, who will pay such bills when incurred.

4. Monthly Statements. Unless a different billing period is agreed upon with our client, we will render monthly or other periodic statements indicating the current status of the account as to both fees and disbursements. These statements will be payable upon receipt. If statements are not paid in full within thirty days, the firm reserves the right to impose a late payment charge of 1 1/2% per month from the date of the statement until paid. At the time of rendering a statement we may not yet have the full bill for all expenses related to matters which have been handled for the client. Therefore, it is possible that an expense bill will be sent to a client after completion of the work. Should the client have any questions concerning a statement rendered by the firm, we welcome inquiries directly to the attorney primarily responsible for the work or to the firm's Controller. If it should become necessary for collection steps to be undertaken for collection of our fees or disbursements, the client will be responsible for the payment of all related collection costs and expenses, including reasonable attorney's fees.

5. Retainer. Any retainer to be paid by the client will normally be less than the firm's ultimate fees and disbursements. Such a retainer is not intended as a limitation upon our fees and disbursements. We may apply the retainer toward unpaid fees and disbursements from time to time as they accrue, in which event the client may be called upon to make additional deposits to restore the retainer to its original level.

6. Client Trust Accounts. The firm may not ethically deposit any funds belonging to clients in firm operating or personal bank accounts. In order 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. We will notify clients of the receipt of funds belonging to clients and pay those to clients or on clients' behalf. Under current law and applicable Rules establishing a program known as Interest on Lawyers' Trust Accounts (IOLTA), a trust account can earn interest. All interest earned on such an account must by law be used for public purposes. Under no circumstances can the client or this firm or its attorneys personally receive any of the interest earned. Any interest earned on such accounts is delivered by the depositing bank directly to the Bar IOLTA foundation and is expended by that foundation in the public interest.

7. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding 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.

8. Communications. Periodic billing statements will help our clients keep informed of the progress of the engagement. As requested, we will also send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the firm without delay.

9. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of firm attorneys may be required, as appropriate.

10. Confidentiality. The firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.

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