



Freeman
Mathis & Gary ^{LLP}

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Michael M. Hill
Partner

D: 770.303.8635

C: 901.832.5911

MHill@fmglaw.com

October 7, 2022

VIA ELECTRONIC MAIL

Mayor Matt Santini
City of Cartersville
1 N. Erwin Street
P.O. Box 1390
Cartersville, GA 30120
msantini@cartersvillega.gov

Re: City of Cartersville – General Employment Advice

Dear Mayor Santini:

On behalf of Freeman Mathis & Gary, LLP (“Firm”), we appreciate the opportunity to represent City of Cartersville (“you”) with respect to providing on-going legal services as defined below. Thank you for selecting us. Our goal for this and every client relationship is for you to be pleased you have made the decision to engage the Firm to assist you with your legal needs.

Please excuse the formality of this letter and the accompanying Master Terms and Conditions of Engagement which are incorporated herein (collectively “Agreement”). The purpose of this Agreement is important and to set forth a clear, mutual understanding of the services we will provide and the scope, terms and conditions under which those services are to be performed.

Scope and Limitation of Legal Services: You are entering into this Agreement to retain the Firm to provide ongoing, general legal services solely related to Labor and Employment Advice regarding reasonable accommodation under the American with Disabilities Act (hereinafter and heretofore “Matter”).

We assume no greater right or responsibility to any person or entity, or any claim, lawsuit, or proceeding, other than this Matter. In addition, if you are a corporation or partnership, the Firm will only act on behalf of the legal entity. We are not retained and will not act on behalf of any of its parents, subsidiaries, affiliated or related entities, or any individual owner, director, officer, or employee, unless the Firm is specifically authorized or directed to by you in writing (e.g., our representation of your employees or others in deposition). Any other existing or future matters in



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which we may represent you or any related person or entity are or will be reflected by engagement agreements separate from this one.

Fees and Billing: Your acceptance of our representation acknowledges your obligation to timely pay our fees and expenses. Rates are negotiable and typically are adjusted at the beginning of each calendar year. Rates currently are:

Partners:	\$215
Associates:	\$195
Paralegals:	\$95

You agree to accept pay any adjusted rates as subsequently provided to you in writing or by any Firm invoice.

Effective Date: The Agreement is effective upon signing by you and its terms shall be retroactive to the date the Firm first performed services for you which are the subject of this Agreement, so long as any required retainer has been received by the Firm.

Thank you for the opportunity to represent you in this matter. Please confirm this Agreement accurately describes our mutual understanding by signing below and returning a signed copy. We look forward to working with you and being of service.

Best regards.

Very truly Yours,

FREEMAN MATHIS & GARY, LLP

A handwritten signature in blue ink, appearing to read 'Michael M. Hill', written over a light blue horizontal line.

Michael M. Hill

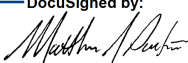
MMH/pac
Enclosures

cc: Dan Porta, City Manager (via email: dporta@cityofcartersville.org)



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The undersigned confirms the terms of this Agreement and agrees to be bound thereby:

DocuSigned by:

9E52EA18E197463...
Signature

Matt Santini
Print Name

Mayor
Title
10/10/2022
Date

Freeman Mathis & Gary, LLP
Terms and Conditions of Engagement

The following provisions will apply to this Matter and any subsequent representation of you, including in any litigation or dispute of any kind. Collectively the engagement letter and these Master Terms and Conditions of Engagement are referred to collectively as “Agreement.”

If you have questions regarding your or the Firm’s rights and obligations under this Agreement, please let us know so we can address any questions or concerns you may have. We cannot provide legal services until this Agreement is signed and returned to us, and arrangements have been made to address payment of any retainer obligations that may exist. If we are unable to answer any question or concern to your satisfaction, do not sign this Agreement until you have consulted with your advisor or another legal counsel or representative. Once this Agreement is signed and returned to us, we will be entitled to assume that it is fully understood, and you agree to the scope, terms and conditions of our representation.

Preserving Confidences: We are entering into a privileged and confidential relationship with you. You and each of your directors, officers, employees, agents, and representatives are required to maintain the confidences and confidential exchanges of information, opinions, and communications we will exchange during the course of our representation. It is imperative to our relationship with you not to disclose our communications with you to any other person or entity outside of this protected relationship. Inadvertent or intentional disclosures or sharing of confidential information can not only result in a loss of defense or claims, but it can also harm your rights under the insurance policy.

By executing this Agreement, you have approved the use of internet e-mail communication, without encryption, for our communications with you and other persons, parties, legal counsel, and other involved individuals and entities in carrying out our legal services. Due to their inherent nature, email communications, cell phone and other wireless communications may be vulnerable to interception by unauthorized parties during transmission. The Firm cannot guarantee the confidentiality of any information sent by email, cell phone or other wireless transmission, or that any such transmission would be considered “attorney-client” privileged. If you do not wish the Firm to communicate by email, or by cell phone or other wireless transmissions on your Matter, please notify the Firm in writing. In the absence of such notification, you consent that the Firm will not take any additional security measures, including, but not limited to, encryption. Although the Firm subscribes to and uses virus protection software that it believes to be reliable, the Firm cannot warrant that any emails from the Firm or attachments thereto are free from any virus. The Firm recommends that you independently take steps to ensure transmissions are actually virus-free.

Possible Additional Payments: There may be theories of liability asserted against you that entitle the other party to attorneys’ fees, costs, penalties, or liquidated damages. Such amounts are solely your responsibility and are not the responsibility or obligation of the Firm.

Fees and Billing: You agree to accept pay any adjusted rates as subsequently provided to you in writing or by any Firm invoice. Firm time will be accounted for in tenths of an hour, and fees are calculated by applying hourly rates assigned to the Firm attorneys and other staff. Rates may also be subject to court approval pursuant to applicable statutory restrictions. The Firm may, from time to time and in its sole discretion, utilize contract, outsource, and/or temporary service providers in connection with performing certain of the tasks to be rendered in connection with this engagement at the rates listed below. Fee and expenses will be billed monthly and are due upon receipt. Any bills that are not paid within 45 days from our mailing may be subject to a late charge equal to the lesser of 1% per month on the unpaid balance or the maximum rate permitted by law. The invoices provided to you will reflect all the Firm personnel who have billed time related to the representation of you and their rates. Our invoices, which are considered confidential communications, must not be shared with any person or entity not directly employed by you, and you also agree not to inform others of the Firm’s rates being charged to you.

We also may use outside vendors in meeting our legal service obligations, the direct costs of which will be either separately payable by you at the time of the receipt of vendor’s invoice or included on our invoice(s). You are also obligated to pay for costs we incur or advance on your behalf, including amounts for filing fees, postage and copying expenses, required travel, and other reasonable and necessary costs (other than routine administrative costs not directly incurred in response to the defense of the Matter). You agree not to inform others of the Firm’s rates being charged to you. The Firm will have a lien for the Firm’s fees and advanced expenses with respect to the Matter and on all proceeds

of any recovery obtained whether by settlement, arbitration award, or court judgment or on any property obtained, including by patent, trademark, copyright, rescission, specific performance or other means. This generally means that the Firm has an ownership interest in any recovery by you to the extent of the Firm's unpaid fees and expenses. You acknowledge that you are aware of the right to seek the advice of independent counsel as to this provision and have been provided a reasonable opportunity to do so.

Clients sometimes ask us to estimate future fees and other charges. Any estimate we may provide in connection with this Matter will be based on our professional judgment and the circumstance as they appear at the time. As such, any estimate is subject to the understanding that, unless agreed otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate fee and charge are frequently more or less than the amount estimated.

Insurance Coverage/Indemnity Providers: You should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for any claims asserted against you or damages sought against you in any case or controversy. In the event you have notice of a potential claim against you, please provide in writing a copy of the claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. You agree you will solely be responsible for tendering the defense of any claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification

Dispute Resolution: In the event of any dispute relating to this Agreement, the relationship between the Firm and you, the services performed (including but not limited to disputes regarding the Firm's fees or expenses, claims of negligence, breach of fiduciary duty or contract, fraud or any claims based upon a written law) or any other dispute between the Firm and you (including disputes concerning any agents, partners, employees, officers, insurers, related entities, or persons of either you or the Firm), both the Firm and you agree to final and binding arbitration, including any issue relating to the scope or proper interpretation of this arbitration obligation.

Before filing a petition or request for arbitration, the party initiating the claim shall affirmatively seek in good faith to meet and confer for 30 days before a petition or request for arbitration is filed. The opposing party shall also meet and confer in good faith, with each party agreeing to promptly respond to the other party's communications.

If the dispute is not resolved through this meet and confer process, either party may initiate the arbitration process by filing an initiating document with Henning Mediation & Arbitration Services, Inc. ("Henning") (www.henningmediation.com; 800-843-6050), or such arbitration service as the Firm may reasonably decide upon should it be determined that Henning Mediation is no longer an active mediation service or cannot perform its arbitration function for any reason. Unless the law of the jurisdiction in which we will be providing local services requires that the arbitration be conducted in that state, the arbitration will be conducted in Atlanta, Georgia. Otherwise, the arbitration shall take place in the city of the Firm's office indicated at the end of this Agreement.

The Firm and you agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, you expressly represent that in any dispute or arbitration proceeding, you can and will only seek to represent and advance your own interests; you shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall you be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by the Firm.

You agree that this dispute resolution process is not required by law, regulation, or ethical standard, but is an important provision to the Firm that is required in its client relationships. By then entering into this binding arbitration provision:

- You and the Firm are waiving the right to submit the dispute to a judge or jury, although you and the Firm both retain the right to seek immediate injunctive or declaratory relief, including relief by *ex parte* expedited proceedings, in the case of breaches of confidence or violations of law or equity that require

immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;

- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and you and the Firm jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA");
- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

Notwithstanding the foregoing, if a dispute arises between the Firm and you regarding the Firm's fees or expenses under this Agreement, either party has the right to elect the binding arbitration provisions of any local law or State Bar-sponsored program intended to provide an expedited procedure to resolve such disputes. If the parties do not proceed under the State Bar fee arbitration procedures, any dispute over the Firm's fees or expenses will be resolved by binding arbitration pursuant to the process described above in this section. Further, and notwithstanding anything to foregoing, the Firm will be considered to be the prevailing party if any amount of claimed fees or expenses is awarded to it. The prevailing party in any action to recover the Firm's fees or expenses will be awarded attorney's fees and costs incurred in a collection proceeding. This sum will include the value of the time spent by the Firm's own attorneys and other professionals to prosecute or defend such a proceeding, with fees calculated at the rate charged to you in the matter(s) at issue.

Advance Conflict of Waiver: The Firm represents numerous companies and individuals, in many different types of claims, in many different jurisdictions, and in many different professional contexts.

To the fullest extent allowed by the law and rules of professional conduct governing the jurisdiction(s) in which we will be providing legal services to you, you agree that the Firm's representation of you or your affiliates pursuant to this Agreement and in other matters will not prevent or disqualify the Firm from representing other companies or others who may be adverse to you or your affiliates, even in litigation, as long as the matters the Firm is handling adverse to you or your affiliates are not substantially related to the Matter we are handling for you. To this end, you understand and agree that, except with regard to substantially related matters, the Firm is free to represent other persons and entities whose interests may conflict with your interests or the interests of your affiliates in litigation, business transactions, and other legal matters. Also, if you are an entity, you waive any conflicts of interest with regard to the Firm representing others with matters adverse to your parents, subsidiaries, affiliates or related entities.

The express purpose of these provisions is to allow the Firm, to the fullest extent permissible under the law, to engage with other entities and individuals, and provide them with legal services, unless the Firm has gained confidential information that could materially impair the defense of this Matter or that could materially impair your ability to assert a claim or defense against another party or person in another pending or future matter.

Firm General Counsel: The Firm has internal General Counsel, who serve as the legal counsel to the Firm and its partners and employees. This is a separate, confidential relationship.

During the course of our providing of legal services under this Agreement, our professionals and/or staff members may seek the legal opinion or guidance of our General Counsel regarding our professional, legal, contractual, or ethical duties or obligations relating in some manner to our legal services relating to the Matter or this Agreement. As a condition of this engagement, you agree to waive any conflict of interest that might be viewed to arise out of any such consultations. You further agree that consultations by the Firm with its General Counsel or other lawyers regarding such matters are confidential and protected from disclosure to you by the Firm's attorney-client privilege, and that you will not seek to discover or inquire into them and shall not be entitled to access to same either during the course of the engagement or thereafter should a dispute between you and the Firm ever arise. All of our communications with our General Counsel

are privileged and not subject to disclosure to you absent a court order. Nothing in the foregoing shall otherwise affect the Firm's obligation to keep you informed of material developments in the course of the representation.

Document Preservation and Disclosure: We also want to emphasize the necessity of preserving any documents in your possession that may be relevant any claim where you reasonably anticipate litigation. This duty may require you to suspend any regular document or data destruction policy you would otherwise follow. The obligation of document preservation may include written and electronic correspondence pertaining to any of the parties or witnesses. Any questions or concerns you might have regarding this obligation should be immediately addressed with the Firm and it is imperative that you immediately follow our guidance on these issues. **Attached hereto is a more detailed memorandum regarding your obligations.**

Withdrawal or Discharge: The Firm may withdraw from our representation of you at any time, for any permissible reason (or no reason at all), in the manner permitted or provided by the law or rule of professional conduct governing the location in which we are providing legal services. If you do not voluntarily agree to allow for the withdrawal, the Firm may seek an *ex parte* expedited court order confirming our right to withdraw.

You may discharge the Firm at any time, for any reason. If the Firm is your attorney of record in any proceeding, you agree and covenant you will execute and return a substitution-of-attorney form executed by you immediately on its receipt from the Firm. You will remain obligated to pay the Firm's fees per this Agreement for all services provided and to reimburse the Firm for all expenses incurred or advanced by the Firm before the discharge or withdrawal, incurred in effectuating the discharge or withdrawal, and as necessary to protect your interests.

End of Matter: When the Firm completes its services at any time, the attorney-client relationship between you and the Firm will be deemed to have ended. If you later retain the Firm to perform further or additional services described in this Agreement, the Firm's attorney-client relationship will be revived subject to this Agreement (unless and to the extent otherwise agreed in writing) and on the continuing understanding and agreement that it will not preclude the Firm from accepting any other engagement from any other client.

Post-Matter Retention of File Materials: During the course of our representation, we will generate and maintain certain electronic and hard copy documents and materials regarding this Matter. At the conclusion of our representation, we will typically provide You with any relevant closing documents (i.e., dismissals, settlement Agreements, etc.), thereafter closing our file.

Unless a law or regulation requires a longer required period, we agree only to maintain Matter-related materials for three (3) years after the date of the closure of the Matter. After that time, we will destroy the file if kept internally or electronically or authorize any storage facility where the file is stored to destroy the file.

If you wish to have the original or a copy of your Matter file materials provided to you, you must pay in advance the costs of providing you with the materials. If you request the original Matter materials, we reserve a right to maintain a copy of the file materials, at our expense.

Errors and Omissions Insurance: Our Firm currently has a claims-made errors and omissions insurance policy. A declaration of coverage is available upon request.

Non-Assignability: You are prohibited from assigning, encumbering, selling, or otherwise transferring any right or benefit under this Agreement, or that is derivative of any right, benefit, or obligation created by this Agreement, to any other party or person. This includes, but is in no manner limited to, claims for professional negligence, breach of contract or breach of any duties owed to You. Any such attempted assignment or transfer is void and a legal nullity.

Applicable Law: Except as otherwise provided, to the fullest extent allowed by any applicable law, this Agreement shall be construed and interpreted under the law of the State of Georgia.

Entire Agreement: This Agreement contains the entire agreement between you and the Firm. If any provision of this Agreement is held by a court, arbitrator, or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of this Agreement shall be severed and remain fully enforceable. Furthermore, if any claimed offending provision can be modified or reformed to comply with any applicable governing

law, regulation or ethical rule, particularly if any such provision was changed or modified after the date of this Agreement, the court or arbitrator is jointly directed by the parties to reform or modify this Agreement so that the provision will then comply with all legal obligations, at which time it will then again be automatically reincorporated into this Agreement.

No other agreement, statement, understanding, or promise has been made by the parties that is not fully incorporated into this Agreement, or superseded by this Agreement. This Agreement may be modified only by a subsequent jointly executed written agreement by the parties (and that, for the Firm, has been signed by the Firm's Managing Partner), with no subsequent oral statements, actions or inaction, or failure to earlier enforce any term or condition serving as a basis to argue that this Agreement has been modified.

MEMORANDUM

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY WORK PRODUCT AND
ATTORNEY-CLIENT COMMUNICATION**

To: Mayor Matt Santini – City of Cartersville

From: Michael M. Hill - FREEMAN MATHIS & GARY, LLP

Date: October 7, 2022

Re: Preservation of Evidence Relating to the Matter of *General Employment Advice*

This is a standard memorandum we provide our clients concerning the very important issue of retaining documents and electronically stored information that are relevant to litigation. Please read this memorandum carefully. An important part of litigation involves gaining access to and producing relevant documents and electronically stored information to opposing parties. Please understand that the failure to take adequate steps to preserve evidence may lead to serious consequences, including sanctions by a court in litigation or criminal prosecution.

In this regard, once a party, whether it is a corporation, a public entity, or a person, reasonably anticipates litigation in a particular matter, the party must suspend its routine document retention/destruction policies and put in place a “litigation hold” to ensure the preservation of relevant documents and information. In addition to traditional “hard copy” documents, essentially all electronically stored information potentially is discoverable and should be preserved. This includes electronic data such as e-mails, instant messages, text messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact information, internet usage files, network access information, and all other electronic information created, received, and/or maintained by a party on its computer systems. Electronic files such as these may be discoverable whether they are stored on personal computers, laptops, tablets, network servers, back-up tapes, cell phones or smartphones, or any other device used to store electronic data.

Based on the foregoing, in the event you reasonably anticipate litigation, you should immediately initiate action to preserve all existing documents and electronically stored information which are in Your possession, custody, or control and potentially may be relevant to the above matter. As part of these efforts, you must notify your employees and agents of the need to preserve evidence in accordance with the above principles. In addition, you should consult with your IT department so it is aware of the litigation hold and can take proper steps to suspend any routine document retention/destruction policies and preserve electronically stored information. You also should document all of the steps You take to accomplish the “litigation hold.”

Please contact us if you have any questions about these issues so that we may discuss them in detail.