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Kevin J. Tallant  
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September 26, 2023

**Via Email (sforsyth@cityofcartersville.org)**  
Sidney Forsyth

**Re: City of Cartersville; Water Rights Allocation in Lake Allatoona**

Dear Sidney,

We are honored to have the opportunity to assist the City of Cartersville, (“City”) with the above matter, because we understand that when clients, even on behalf of an organization, seek legal counsel it is quite often a major source of stress in their life. It is my hope that you will find our relationship with the City to facilitate the reduction of that stress. Before going further, we want to acquaint you with our manner of handling our representation of the City.

Firm Representation - First, it is the entire firm which is representing the City. Although I will be primarily responsible for the City’s matter, other lawyers in the firm may represent the City from time to time, will be generally familiar with the City’s matter, and will be able to assist the City if I am not unavailable.

Keeping You Informed - We will keep you informed of the status of the City’s matter and will send to you copies of all correspondence we initiate here and copies of letters we receive from others. You do not have to take any action upon receipt of this information unless we request otherwise, but you should read it to be aware of what is taking place. We suggest the City maintain a file to hold these copies.

Communication – Email is by far the best way to communicate with our firm for any of the attorneys or paralegals working on the City’s matter. As for phone communication, there will be times when we will be unavailable to speak on the telephone because of meetings, conferences, trials, hearings or other pressing matters. However, we will make every effort to try and return any calls received from the City within forty-eight (48) hours, unless other conflicts arise. There is a significant likelihood that an email will be responded to in a shorter amount of time, and some voice mail messages may receive an email response for the purpose of being as efficient as possible.

Phases of Billing - We will bill the City monthly for all services rendered on the City’s behalf. Payment is due upon receipt of a bill. We do keep track of telephone calls as well as other time expended on the City’s behalf, and we do include that time in our statement of charges. If you have questions about our billing rate or charges, please feel free to discuss this matter at any time. As a general rule, we do not advance monies on behalf of our clients. We try to anticipate such expenses in the form of the retainer requested. If we do advance money for expenses and

fees on the City's behalf, such as transcript costs, telephone calls, facsimile transmissions, travel and photocopying, we will expect the City to promptly reimburse us.

Rates - For legal services rendered in this matter, the City will be billed at the rate of \$255.00 per hour for my time. Other attorneys and paralegals who may work on the City's matter will bill below that hourly rate. *These rates may be modified over time.* Most of our clients timely pay their invoices and we appreciate that very much. However, as our own costs have risen, we cannot simply carry a balance for those who are unable to pay their invoices within 30 days or less. Therefore, all balances not paid within thirty (30) days will accrue interest at the rate of 1% per month (12% APR). To avoid this charge, we do accept debit and credit card payments. Debit and credit card payments will incur a service fee of 3.5%. Payments by cash, personal check or bank EFT remain at the cash discounted rate.

Retainer - In this matter we have requested no advance retainer. While we generally do not do so, we do reserve the right to request a retainer later if the payment history or circumstances of the matter require it.

Travel Time - In the event any travel is required on the City's behalf, this time will be charged at the usual hourly rate. You will be responsible for all costs of transportation. In the event that the mode of transportation is by automobile, our firm will charge a mileage rate of 63¢ per mile on the City's behalf, plus any applicable parking charges.

Preservation of Documents – Although this matter does not involve litigation, historical materials can always be beneficial, especially between two local governments whose elected representatives change from time to time. Accordingly, please immediately suspend any document or record destruction policy that you may have related to all matters we are representing you on.

Time Frame - We will strive to complete the City's work as expeditiously as possible at a fair and reasonable cost to the City. We do represent many other clients and there will be times when we will be giving the City's work priority over others, but the converse is also true, and we hope you will understand if there is a delay in the completion of the City's work. We ask that you make every effort to keep us apprised of any changes or developments in this matter so we can help the City achieve a prompt resolution.

Termination - The City will at all times have the right to terminate our services upon written notice to that effect. We shall also have the right to terminate upon written notice to that effect in the event that the City fail to cooperate with us in any reasonable request, to timely pay statements in full as submitted, or if we determine in our reasonable discretion that to continue our services would be unethical or impractical. In the event of such a termination, we will prepare a final bill which will be due upon receipt.

If you, the City's general legal counsel, or anyone else has any questions concerning the above procedures, please contact me. We appreciate the opportunity to be of assistance to you and look forward to working with you and the City.

With kind regards, I remain for the firm.

Sincerely,



Kevin J. Tallant

KJT/rm

I have read, understand, and agree to the terms of this retainer letter, confirm that I have the authority to execute this document on behalf of the City of Cartersville, and further confirm that any requirements for the City to enter into this engagement have been completed.

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Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date