



THE MINOR FIRM

Minor Firm. Major Results.

Jonathan L. Bledsoe
jbledsoe@minorfirm.com

December 22, 2023

VIA EMAIL DELIVERY

Honorable David Pennington, III
Honorable Steve Farrow
Honorable Tyree Goodlett
Honorable Dennis Mock
Honorable Nicky Lama

Dear Mayor and Council:

We are honored that you have selected The Minor Firm, LLC to represent the City of Dalton. As we have discussed, I will act as primary contact and City Attorney; however, our other members and associates will be involved in various capacities in representing the City. We have agreed to represent the City on an hourly billing basis of \$250 per hour for attorneys and \$125 per hour for paralegals. Please be advised that our representation may also involve costs, including but not limited to, court costs and filing fees, postage, witness/expert fees, travel expenses, and other potential costs for which the City would be responsible. Copy fees are billed at \$.010 per page, and all other costs are billed at the actual cost incurred by our firm. Standard title examinations are billed at a flat rate of \$350; however, complicated matters may incur additional costs. Bond work is billed separately at customary rates depending on the complexity of the bond. We will submit to you a statement for professional services rendered every month.

Our representation is subject to the terms and conditions contained in this letter and in the general provisions of representation attached hereto as Exhibit "A." If these terms are acceptable to you, please acknowledge the same by signing where indicated below and returning this letter.

If you have any questions regarding this letter or the terms of our representation, please feel free to contact us. We are excited for the opportunity to serve the City of Dalton, and we look forward to working with each of you.

With best regards,

The Minor Firm


Jonathan L. Bledsoe

JLB: ba

Enclosure

ACKNOWLEDGED AND AGREED TO BY:

ATTEST:

CITY CLERK

MAYOR

Exhibit "A"

GENERAL PROVISIONS OF REPRESENTATION

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between The Minor Firm, LLC and our clients:

1. Fees for services rendered will be based on the reasonable value of those services as determined in accordance with the American Bar Association and Georgia Rules of Professional Conduct. Such fees will be based primarily on our hourly billing rates; billing rates differ, depending generally on the attorney's experience and years of practice, and the firm adjusts these rates from time to time. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; responding to clients' requests for us to provide information to their auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs and other documents; travel time; waiting time in court; and time in depositions and other discovery proceedings. In an effort to reduce legal fees, we use paralegal personnel. Time devoted by paralegals to client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the firm. Other factors may be taken into consideration in determining our fees, including the responsibility assumed, the novelty and difficulty of the legal problem involved, the benefit resulting to the client and any unforeseen circumstances arising in the course of our representation.

2. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, computerized research, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, telecopying, word processing, court costs, expert witness fees, and filing fees. Certain of such items may be charged at more than our direct cost to cover our overhead. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time, for a client's convenience, furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We have explained and you acknowledge that in any legal matter, there are inherent uncertainties in terms of time commitment and outcome, and we make no promise as to the ultimate result of this litigation or time to be incurred.

4. Fees and expenses will be billed monthly and are due and payable upon presentation. We reserve the right to postpone or defer providing additional services or to discontinue our representation if billed amounts are not paid when due.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

6. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, if invoices become past due, if the client fails to cooperate or follow our advice on a material matter or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal and may file any attorney's liens as allowed by law to secure payment for such services or costs and expenses.

7. If at any time our invoices become past due, interest will accrue at the commercial rate for services of one and one-half percent (1 and ½ %) per month. If collection efforts are required to recover a past due account, the client agrees to pay all reasonable attorneys fees incurred in the collection of the client's account in the amount of fifteen percent (15%) of the outstanding principal and interest on said account.

8. By executing the engagement letter, the client expressly agrees that jurisdiction and venue for any action arising out of this engagement letter, including any fee dispute, shall lie in Whitfield County Superior Court or Whitfield County Magistrate Court, and you expressly consent to the exclusive jurisdiction and venue of such courts.

9. When we undertake to represent more than one person or entity at a time on a single matter, all such persons or entities shall be jointly and severally liable for the payment of all services and costs and expenses including those set forth in paragraph 7 hereof.

10. Where we undertake to represent multiple clients or entities in a single matter, you expressly authorize us to share information amount each client or entity and waive any attorney confidentiality or conflict of interest associated with just joint representation.