

# CONTRACT FOR RETAINER AND LEGAL SERVICES

*Contract between ROBERT T. LEE, Attorney at Law, and CLIENT for retainer and legal services on the date shown under the following terms and conditions:*

**CLIENT: Tim Helton, Blount County Assessor of Property**

**DATE:**

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1. PARTIES TO THIS AGREEMENT: This Agreement is entered into between, Robert T. Lee, Attorney at Law (hereafter "Attorney") and Tim Helton, Assessor of Property for Blount County (hereinafter "Client") on this \_\_\_\_ day of \_\_\_\_\_, 2021 in Blount County, Tennessee.

2. LEGAL SERVICES INCLUDED. Attorney shall provide the following Legal Services to Client. Attorney will represent Client before state and local agencies relating to property assessment appeals, provide legal advice relating to property assessment issues and other legal matters as agreed upon by parties.

3. LEGAL SERVICES EXCLUDED. All of, but not limited to, the following legal services shall be excluded by the Attorney under this agreement. Attorney will not offer legal services pertaining to Client's employment practices, relations with county officials, nor election matters.

4. OBLIGATIONS OF ATTORNEY AND CLIENT. Attorney shall adequately perform the legal services under this agreement while updating the Client and respond to Client's inquires or other communications as soon as practicable. Client shall be honest and cooperate with Attorney, keeping Attorney abreast of new developments or changes that could effect the Client's matters, particularly any change in Client's address, telephone number, and/or how to reach Client; and take necessary actions to ensure that any and all payments are made according to this agreement on or before the date due.

5. HOURLY RATE. Legal services rendered by Attorney will be billed at \$ 250.00 per hour until the retainer amount in the contract with Property Assessment Alliance, LLC (hereinafter "PAA") has been depleted, at which time the Client will be billed at \$ 150.00 per hour for the remainder of the legal services agreement. Attorney will charge in increments of one tenth of an hour, rounded up for each activity to the nearest one tenth of an hour. Attorney will charge a minimum of one tenth of an hour for any activity related to the matters under this agreement.

*Robert T. Lee*  
Attorney at Law  
P.O. Box 1297  
Mt. Juliet, Tennessee 37121  
615.415.9482

Client's Initials: \_\_\_\_\_

6. NON-REFUNDABLE RETAINER LEGAL FEE. Client shall be responsible for payment to Attorney a non-refundable retainer for 28 hours of legal services in the amount of \$7,000.00 to be applied against Attorney's fees and cost incurred by Client or expenses paid by Attorney on behalf of Client. This amount will be paid from funds paid by Client to PAA. Client authorizes PAA to pay to Attorney such funds as they become available and received by PAA. Client authorizes Attorney to receive all such payments to pay for and keep current Client's charges for legal services and advice provided under this agreement. Client understand that this fee is non-refundable and shall be deemed earned compensation at the time it is paid to compensate Attorney for being available to represent Client, to compensate the Attorney for committing time for representation, precluding other present or future employment; and/or to compensate the Attorney for being precluded from taking an adversary interest or position because of conflicting interests or because of receipt of privileged information.

7. COSTS. Client shall pay all "costs" in relationship to Attorney's legal services under this agreement. Costs include, but are not limited to, travel, mileage expenses, filing fees, deposition costs, lodging expenses, expert fees and expenses, witness fees and expenses, messenger service fees, express mail fees, photocopying expenses, process server fees and any other related expense incurred by Attorney to provide satisfactory legal services to Client.

8. STATEMENTS AND/OR PAYMENTS. Attorney shall send Client monthly statements to Client's most recent address on record, disclosing Attorney's fees and costs and summaries, any funds applied from the retainer, and any current balance still owing. Statements are to be paid in full within 30 days after Statement has been mailed. Every payment to Attorney shall be deemed earned compensation at the time it is paid.

9. DISCHARGE OF ATTORNEY. Client may, at any time, discharge Attorney for any reason whatsoever by written notice, which shall become effective upon receipt by Attorney. Upon receipt, Attorney shall cease to provide all legal services to Client, unless otherwise agreed upon by Attorney and Client. Client shall execute and return a substitution-of-Attorney form immediately on its receipt from Attorney if Attorney is Client's Attorney of record in any proceeding. Client acknowledges that following termination, Client shall remain obligated to pay for all Attorney's fees and costs owed to Attorney as required by the terms of this agreement.

10. WITHDRAWAL OF ATTORNEY. Attorney may withdraw as Client's Attorney of record at any time, in accordance with the Rules of Professional Conduct of the State of Tennessee.

*Robert J. Lee*  
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11. **DISCLAIMER.** Client acknowledges that Attorney makes no guaranty regarding the outcome or success with regard to any of Client’s matters.

12. **ENTIRE AGREEMENT.** This agreement is complete in its entirety between the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

13. **SEVERABILITY.** If any provision or portion of this Agreement is held unenforceable, in whole or in part, the remainder of this entire agreement shall be servable and remain in effect.

14. **MODIFICATIONS.** This agreement may be modified only by the execution of a written agreement signed by all the parties hereto. Client understands and acknowledges that if Client wants any additional legal services that have not been included in this agreement, a separate agreement shall be necessary.

15. **EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT.** This agreement shall become effective when signed by all parties hereto and shall be effective through June 30, 2024. The agreement may be renewed annually thereafter upon agreement of both parties. Cancellation requires a 30-written notice to the other party and may be given at anytime throughout the contract term or any subsequent renewals.

**CLIENT acknowledges that CLIENT has read the Contract and that any questions concerning the Contract have been answered to CLIENT’S satisfaction.**

**CLIENT further acknowledges receipt of a copy of this Contract and that all provisions are agreed to by CLIENT.**

CLIENT: \_\_\_\_\_  
Tim Helton, Blount County Property Assessor  
  
\_\_\_\_\_  
Katie B. Kerr, Blount County Purchasing Agent  
  
\_\_\_\_\_  
Craig L. Garrett, Attorney for Blount County, TN

DATE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_

ATTORNEY: \_\_\_\_\_  
  
\_\_\_\_\_  
Robert T. Lee

DATE: \_\_\_\_\_  
  
\_\_\_\_\_

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