

**RESOLUTION 25-139**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ENGAGEMENT AGREEMENT WITH SHARON O. JACOBS, ESQ. OF DICKINSON WRIGHT PLLC**

**WHEREAS**, the City of Spring Hill, Tennessee (“City”), has received a Notice of Intent to initiate enforcement action from Tennessee Riverkeeper Inc. for alleged violations by the City of the federal Clean Water Act as specified under the City’s NPDES Permit No. TN0075868; and

**WHEREAS**, the alleged claims under the Clean Water Act are outside the City Attorney’s normal and regular practice areas; and

**WHEREAS**, Sharon O. Jacobs, Esq. (Ms. Jacobs) has the requisite practice experience to best represent the City with regards to the alleged claims; and

**WHEREAS**, it is in the City’s best interests to formally retain Ms. Jacobs and her law firm of Dickinson Wright, PLLC to represent it with regards to the alleged claims.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Spring Hill, Tennessee, authorizes the Mayor to execute the attached engagement agreement with Ms. Jacobs and her law firm of Dickinson Wright PLLC, finding it in the best interest of the City to do so.

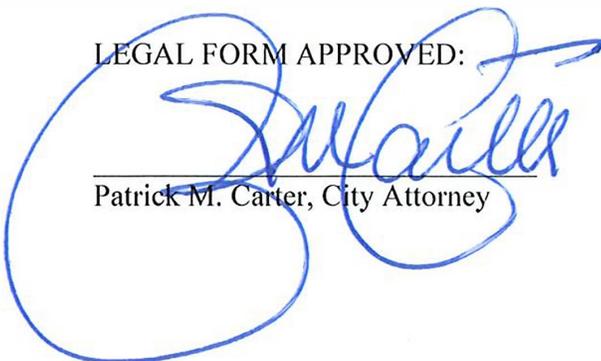
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 2nd day of June, 2025.**

  
\_\_\_\_\_  
Matt Fitterer, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick M. Carter, City Attorney

May 22, 2025

Mayor Matt Fritterer  
City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

Dear Mayor,

Thank you for selecting Dickinson Wright PLLC ("Firm") to represent City of Spring Hill ("Client"). The purpose of this engagement letter ("Agreement") is to outline the nature of the engagement and our respective responsibilities and expectations under this Agreement.

**Scope of Engagement:** The Firm has been asked to represent the Client in Notice of Intent for Enforcement Action Under the Clean Water Act and NPDES Permit No. TN0075868. Our representation may be expanded if the Client and the Firm separately agree in writing to do so.

**Client Liaison and Firm Liaison:** The Firm understands that Chris Clausi, Interim City Administrator will be the primary contact in furtherance of this engagement and Sheri Jacobs will be the Firm attorney responsible for this engagement. The Firm will keep the Client informed of the status and progress of the engagement and will seek the Client's input and approval on any significant decisions or actions that may affect the engagement.

**Staffing and Hourly Rates:** The Firm's time and expenses will be charged, as described in this letter, at Government rates applicable to each attorney or paralegal assigned to work on this matter as established by the Firm from time to time. The current hourly rates for the Members of the Firm and other attorneys or paralegals who, at this time, have been identified as likely to work on this engagement are as follows:

<u>Timekeeper</u>	<u>Government Rate</u>
Sheri Jacobs	\$600
Rachel L. Bolt	\$375

The Firm's hourly rates are subject to periodic reviews and adjustments, and the Firm reserves the right to revise the Firm's hourly rates in accordance with such general Firm reviews and in compliance with the applicable rules of professional responsibility.

**Credit Card Payments:** As a convenience to the Firm's clients, the Client can make advanced arrangements to make payments to the Firm using a credit card, under the following circumstances:

- For the payment of fees and costs incurred;

- If the Client is the primary account cardholder or an authorized user; and
- If the Client, by providing his or her credit card information and authorization for payment, promises to pay immediately using other funds should the credit card payment not post successfully for any reason.

Please note that credit card funds cannot be placed in trust or accepted for payment of an Advanced Deposit.

**Retainer:** An initial retainer of \$5,000.00 is required from the Client. This retainer will be deposited into the Firm's client trust account. As the Firm incurs fees and expenses on behalf of the Client, the Firm will draw from this account. The retainer is not an estimate of the total fees and costs to complete the engagement but is an advance to be applied against future invoices.

**Payment Terms:** Payment is due upon receipt of the Firm's invoice. If payment is not received within thirty (30) days of the invoice date, a late payment charge of two percent (2%) monthly on the unpaid balance may be applied. In the event payments are not timely made, the Firm may, after reasonable notification and in compliance with the applicable rules of professional responsibility, discontinue rendering legal services to the Client.

**Costs and Expenses:** In addition to legal fees, the Client will be responsible for any costs or expenses incurred in connection with the Client's matter. This may include, but is not limited to, court filing fees, costs of transcripts, expert witness fees, and travel expenses. The Firm may request the Client's approval before incurring any significant expenses.

**Conflicts Issues:** The Firm represents large numbers of business entities and financial institutions, as well as individuals. It is possible that, during the time the Firm is representing the Client, some of the Firm's current or future clients will have disputes or transactions with the Client. The Client agrees that the Firm may continue to represent or undertake in the future to represent existing or new clients in any matter, including litigation, even if the interests of such other clients in such other matters are directly adverse to the Client's, so long as those matters are not substantially related to the Firm's work for the Client and the Firm's representation of the other clients would not involve the Firm's use of any confidential information the Client has provided the Firm and would otherwise be permitted by the applicable Rules of Professional Conduct.

**Client's Responsibilities:** The Firm needs the Client's cooperation, assistance, and truthfulness to represent the Client effectively. The Client agrees to cooperate fully with the Firm, to always be truthful with the Firm and any court, and to provide promptly all information, known or available, relevant to the Firm's representation. This includes providing information and documents requested in a timely fashion; assisting in discovery, disclosure, and trial preparation; cooperating in scheduling and related matters; responding to telephone calls, e-mails, and correspondence in a timely manner; and informing the Firm of changes in the Client's address and telephone numbers.

The Firm will send the Client photocopies of key correspondence and pleadings generated or received by the Firm regarding this matter. This is an inexpensive way to keep the Client advised of important developments as this matter progresses. The Client should contact the Firm if the Client has any questions or comments about the documents the Client receives. The Client agrees to retain copies of all information, including electronic mail, received from the Firm.

**Funds Received by Third Parties:** If a third party is paying the Client's legal fees, the Client and the third party must be aware of the following: the Firm's ethical obligations of confidentiality and communications are owed to the Client, not to the person who pays the fees. The Firm will only discuss the legal status and strategy of the Client's case with the Client, unless the Client gives express written permission. Any refund will be returned to the party who provided the funds.

**Choice of Law/Forum Selection:** This Agreement will be interpreted, construed and governed by and under the laws of the State of Michigan and any action arising hereunder or with respect to this Firm's legal representation of the Client shall be brought only in the Circuit Court for Oakland County, Michigan, the District Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, Detroit Division.

**Right to Withdraw from Representation:** The Firm may terminate this representation if the Client does not pay the invoices promptly or breaches any other obligations to the Firm.

**Standard Terms of Engagement:** The attached Standard Terms of Engagement of the Firm for the representation of the Client in these matters are incorporated into this Agreement. The Client agrees to abide by the terms and conditions set forth therein.

Sincerely,

*Sheri Jacobs*  
Sheri Jacobs

I have read the foregoing engagement agreement, and my signature indicates that I agree to all of its terms and fully understand its provisions. The terms of the engagement of the firm as stated above are accepted and approved by:

  
\_\_\_\_\_  
Signature

Mayor Matt Fritterer  
\_\_\_\_\_  
Name

Mayor  
\_\_\_\_\_  
Title

*Jun 2, 2025*  
\_\_\_\_\_  
Date

cc: Patrick M. Carter   
Chris Clausi, ICA for City of Spring Hill

**TENNESSEE IOLTA – TRUST/RETAINER INSTRUCTIONS**

**Payment via Wire Transfer (available for immediate use):**

Beneficiary Name: Dickinson Wright PLLC  
Bank Name: JP Morgan Chase Bank, N.A.  
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034  
Swift Code (International): CHASUS33  
ABA (Domestic): 021000021  
Account No: 925985266  
Reference: Please include Client/Matter number

**Payment via ACH\*:**

Beneficiary Name: Dickinson Wright PLLC  
Bank Name: JP Morgan Chase Bank, N.A.  
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034  
ABA (Domestic): 065400137  
Account No: 925985266  
Reference: Please include Client/Matter number

\*funds received via ACH are subject to a five (5) business day hold, not including the date of deposit; NOT available for immediate use

**Payment via Credit Card:** e-mail [remittance.notice@dickinson-wright.com](mailto:remittance.notice@dickinson-wright.com) to request

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**Invoice Payment Instructions; NOT to be used for Trust/Retainer transactions**

**Payment via Wire Transfer:**

Beneficiary Name: Dickinson Wright PLLC  
Bank Name: JP Morgan Chase Bank, N.A.  
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034  
Swift Code (International): CHASUS33  
ABA (Domestic): 021000021  
Account No: 38852  
Reference: Please include invoice number(s)

**Payment via ACH:**

Beneficiary Name: Dickinson Wright PLLC  
Bank Name: JP Morgan Chase Bank, N.A.  
Bank Address: 28660 Northwestern Hwy, Southfield, MI 48034  
ABA (Domestic): 072000326  
Account No: 38852  
Reference: Please include invoice number(s)

**Notes:**

- To verbally confirm instructions please contact Cash Applications at (248)433-7200
- Remittance advice information may be sent to: [remittance.notice@dickinson-wright.com](mailto:remittance.notice@dickinson-wright.com)
- Please see instructions on the invoice for other accepted forms of payment

## Dickinson Wright PLLC Standard Terms of Engagement

Dickinson Wright PLLC ("Firm") is pleased to be retained by the Client to provide legal services. Below are the standard terms of engagement in relation to any matter on which the Client retains the Firm, unless otherwise set forth in the Client's engagement letter and subject always to applicable rules of professional conduct.

**1. Entire Agreement:** The engagement letter and these Standard Terms of Engagement constitute the entire understanding and agreement between the client identified in the engagement letter ("Client") and the Firm regarding the Firm's representation of the Client in the matter described in the engagement letter. Unless otherwise agreed, they supersede any prior understandings and agreements, written or oral, and any billing requirements, outside counsel guidelines, or letters submitted to the Firm. If any provision of the engagement letter or these Standard Terms of Engagement are held by a court or other arbitrator to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect. The Client should review this document carefully and contact the Firm promptly with any questions. The Client should retain this document in its file.

**2. The Client:** The Firm will provide representation for only the person(s) or entity identified in the engagement letter. In matters related to corporations, partnerships, and other entities, unless otherwise agreed in writing, the Firm's representation does not extend to officers, directors, employees, shareholders, partners, members, or other individuals. Additionally, unless otherwise agreed in writing, the Firm's representation of an entity does not extend to its affiliates (such as parent, sister, or subsidiary corporations).

**3. The Scope of our Services:** The engagement letter sets forth the specific matter for which representation will be provided and the scope of the Firm's services. The services the Firm will provide to the Client may be varied by agreement during the course of the matter. The Firm's services will not include advice on tax-related issues unless and to the extent specifically requested by the Client and included in the scope of the Firm's representation.

At times, the Firm may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by the Firm's knowledge of the facts at the time the opinion is rendered, the present state of the law, and, at times, factors that are unknown or beyond the Firm's control. Although the Firm will use its best professional judgment, it cannot guarantee the outcome of any matter.

**4. Primary Attorney:** The primary attorney(s) responsible for the Client's relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals, or non-legal professionals possessing special knowledge or experience to improve efficiency.

The Firm's invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

**5. Basis of Our Charges:** Unless other arrangements are made, the Firm's billing for legal services will be on a per-hour basis. The Firm's standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on the Client's matter(s) are available upon request. The Firm's hourly rates are subject to periodic reviews and adjustments, and the Firm reserves the right to revise its hourly rates in accordance with such general Firm reviews.

The Firm is often asked to provide estimates regarding the cost of its representation on a given matter. The Firm is pleased to provide such estimates when, in its professional judgment, they can be made. Unless the Firm agrees in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum, or agreed charge.

**6. File Closure:** Upon the completion of the services described in the engagement letter, the Firm's representation will be considered concluded. At that time, the Firm will close the file and retain it in accordance with the Firm's retention policy.

**7. Records Retention:** The Firm acknowledges the importance of client confidentiality, the protection of personal data, and the need to retain data for legal, accounting, and operational purposes (including but not limited to personal information, case files, correspondence, and any other data provided to the Firm in the course of providing legal services). The Firm shall retain client data for a period not exceeding the duration necessary to serve the purposes for which the data was collected and processed, including the fulfillment of any legal, regulatory, or ethical obligations, as well as in alignment with the Firm's retention policies. Data shall be maintained in a secure environment with appropriate safeguards against unauthorized access, alteration, or destruction and in compliance with applicable data protection laws. Upon the expiration of the retention period the Firm shall securely destroy the data in a manner that is consistent with best practices for the protection of confidential information and the environment. Client consents to the destruction of the file upon the expiration of the retention period.

**8. Retainers:** Unless otherwise set forth in the engagement letter, it is understood that the Firm may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due invoices or falls below the agreed amount, the Firm may require that it be replenished.

**9. Conflicts of Interest:** Conflicts of interest are a concern for the Firm and the clients it represents. The Firm attempts to identify actual and potential conflicts at the outset of any engagement and may request that the Client sign a conflict waiver before the Firm accepts an engagement from the Client. Occasionally, other clients or prospective clients may ask the Firm to seek a conflict waiver from the Client so that the Firm can accept an engagement on their behalf. Please do not take such a request to mean that the Firm will represent the Client less zealously; rather, it indicates that the Firm takes its professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, the Firm will do its best to address and resolve the situation in a manner that is consistent with its professional responsibilities.

The Firm will not represent any other client on any matter on which the Firm is representing the Client unless the Firm has the Client's express agreement that it may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

The Client agrees that the Firm may also act generally for another client which, for the Client, is a market competitor.

**10. Liability Insurance Coverage:** It is the Client's responsibility to ascertain whether the Client is covered by any relevant insurance in respect of either liability or legal expenses. If so, the Client is responsible to notify the Client's insurer(s) of the claim or potential claim and the Firm's involvement as soon as possible. It is also the Client's responsibility to inform the Firm if the Client believes that the Client has insurance coverage for the specific matter for which the Firm has been retained.

**11. Termination of Representation:** The Client may terminate the Firm's representation at any time, with or without reason. The Firm has a right to discontinue providing services under certain circumstances, such as the Client's failure to fulfill financial obligations to the Firm. The Client's termination of the Firm's representation in no way relieves the Client of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of the Firm's file materials.

Upon termination of the Firm's representation for any reason, the Firm will return the Client's papers, documents, and other property to the Client upon receipt of the Client's request for them. The Firm may, and likely will, retain a copy of the materials returned to the Client. If the Client has outstanding invoices owing to the Firm, the Firm may have the right to retain the Client's documents if they are properly subject to a lien.

At such time as the Firm has completed the scope of work for which the Firm has been retained, the Firm will consider its representation to have ended. If the Client later retains the Firm to perform further or additional work, the Firm's future representation will be subject to the terms and understanding set forth herein, unless other terms and conditions are expressly agreed to.

Furthermore, upon termination of the Firm's representation, any and all outstanding legal fees and costs incurred by the Firm for its legal services rendered to the Client in connection with the engagement will become immediately due and owing. In the event the Client fails to immediately pay any outstanding legal fees and costs owed to the Firm, the Firm reserves all rights and remedies available to it for collection of any and all amounts of money owed to it for said legal services. The Client also agrees to pay all charges, costs, expenses, and reasonable attorney's fees incurred by the Firm in enforcing and recovering any and all legal fees and costs incurred pursuant to the engagement letter.

**12. E-mail and Cellular Phone Authorization:** The Firm is able to communicate with clients via electronic mail over the internet ("e-mail"), and many of the Firm's attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential, and proprietary materials of the Client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones:

1. There is the risk of the loss of the attorney/client privilege and that sensitive, confidential, or proprietary material may be inadvertently disclosed to unauthorized third parties.

2. The Firm's standard for e-mail encryption is Transport Layer Security (TLS) protocol.
3. The Client has the right to specifically direct Dickinson Wright PLLC not to send sensitive, confidential, or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless the Client specifically provides direction to the contrary, the Client's acceptance of the Firm's engagement letter will indicate the Client's review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with the Client and with third parties, and to utilize cellular phones. By engaging the Firm, the Client agrees to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. The Client retains the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail, or over a cellular phone. This authorization shall remain in effect until revoked in writing.

**13. Post-Engagement Matters:** The Client is engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages the Firm after the completion of the matter to provide additional legal advice on issues arising from the matter, the Firm has no continuing obligation to advise the company on such issues or on future legal developments, including monitoring renewal or notice dates or similar deadlines that may arise with respect to the matter.

**14. Privacy:** The Firm recognizes the importance of data privacy and is committed to protecting the confidentiality, integrity, and availability of all personal and business information in compliance with all applicable data protection laws and regulations. The Firm will only collect personal and business information that is necessary for the fulfillment of its duties and within the scope of its services. The information collected shall be used exclusively for the purposes for which it was provided and other compatible purposes unless the Client provides explicit consent to the contrary or where it is required or permitted by law. For inquiries, or to remove personal data from the firm's systems upon completion of the engagement, please contact the firm directly.

**15. Corporate Transparency Act (CTA) Disclaimer:** Under the Corporate Transparency Act ("CTA"), certain entities organized in the U.S. (including entities that are disregarded for federal income tax purposes) and foreign entities doing business in the U.S. are required to report information to the Financial Crimes Enforcement Network (FinCEN) as to their beneficial ownership. The report must provide information regarding the entity, each beneficial owner, and (in some cases) each company applicant. Entities subject to beneficial ownership information (BOI) reporting include corporations, limited liability companies, and any other entity created by filing a document with the secretary of state or similar office under state, Tribal, or foreign law. Certain states may have their own reporting obligations. The Firm is not assuming any responsibility in this engagement regarding CTA or equivalent state-level compliance by the Client or any affiliated entity. This would change only if the Client requests the Firm's assistance with CTA or state-level compliance, and the Firm agrees in writing to accept the increased scope of work. In particular, the Client should not send the Firm any confidential BOI related to CTA compliance until the Firm has agreed to accept that additional task.

These Standard Terms of Engagement will apply to the services the Firm provides to the Client, unless the Firm agrees otherwise in writing. By instructing the Firm to act for the Client, the Client accepts these terms and authorizes the Firm to perform the services as outlined in our engagement letter.

If the Client has any questions or concerns about any aspect of the Firm's engagement, they should contact the attorney responsible for their matters.