

RESOLUTION 19-44

**A RESOLUTION TO ACCEPT ENGAGEMENT OF LEGAL SERVICES WITH
MIDDLE TENNESSEE LAW GROUP, PLLC,
dba WOLAVER, CARTER AND HEFFINGTON**

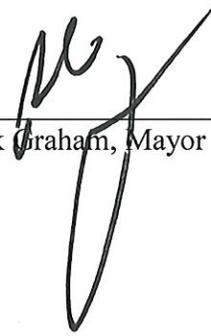
WHEREAS, Middle Tennessee Law Group, PLLC, dba Wolaver, Carter and Heffington was selected to serve as legal counsel for the City of Spring Hill, Tennessee on August 21, 2013; and

WHEREAS, the attached Engagement Letter sets out the specific services to be provided, compensation rates, mileage and expense reimbursement, statement payment terms, record retention schedule, etc.

NOW THEREFORE, BE IT RESOLVED, by the City of Spring Hill Board of Mayor and Aldermen that the Mayor be granted authority and authorization to execute the attached Engagement Letter from Middle Tennessee Law Group, PLLC dba Wolaver, Carter and Heffington.

BE IT FURTHER RESOLVED, that Middle Tennessee Law Group, PLLC dba Wolaver, Carter and Heffington will continue to serve as legal counsel for the City of Spring Hill as stated in Engagement Letter until either party decides otherwise.

Passed and adopted by the Spring Hill Board of Mayor and Aldermen on the 18th day of March, 2019.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

March 1, 2019

Honorable Rick Graham, Mayor
City of Spring Hill
City Hall
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

RE: Engagement of services as City Attorney

Dear Mayor:

The purpose of this letter is to confirm our agreement with respect to the terms of this firm's representation of the City of Spring Hill as City Attorney. Beginning on August 21, 2013, the undersigned has served as City Attorney and will continue to do so until either the City or the undersigned or both decide to the contrary. The client, of course, is the City of Spring Hill as represented by the Mayor and Board of Alderman.

The fee arrangement described below will cover all of our services in this regard.

On your part, the City agrees to cooperate fully with us as the City Attorney. Our compensation for services rendered as the City Attorney will remain unchanged and is as follows:

Professional services of Patrick M. Carter:	\$225.00 per hour
Paralegal services:	\$ 90.00 per hour

Our billing system is based upon the premise that all statements are due and payable upon receipt, but in no event later than thirty (30) days thereafter. If payments are delayed beyond the due date, we will reserve the right to charge interest at the highest rate permitted by law from the due date until the date when paid. If you should have any questions whatsoever concerning any statement, please feel free to raise such questions directly with me. Pursuant to your instructions, unless I hear from you to the contrary, we will send our monthly statements to the City's Finance Department at the same address used in this letter. These statements will be for actual time expended as calculated in increments of one-tenth ($\frac{1}{10}$) of an hour (6 minutes) and expenses we incur, plus routine expenses; however, no mileage will be charged to the City for routine travel to City Hall for routine meetings.

Honorable Rick Graham, Mayor
March 1, 2019
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Upon closure of any and all files generated on behalf of the City, same will be transferred to our storage facility where the contents will remain for a period of seven (7) years, at which time said file or files will be destroyed. If the City wishes to retain any or all files, the City will need to contact us and request such files prior to the seven (7) year expiration time period.

The attorney-client relationship is one of mutual trust and confidence. If you have questions at all concerning the provisions of this agreement, we invite your inquiries. If this letter correctly sets forth the terms of our employment, and if those terms are agreeable to the City of Spring Hill, please confirm that fact by signing and dating the duplicate copy of this letter in the space provided and return the same to me in the enclosed return envelope.

We look forward to working with you.

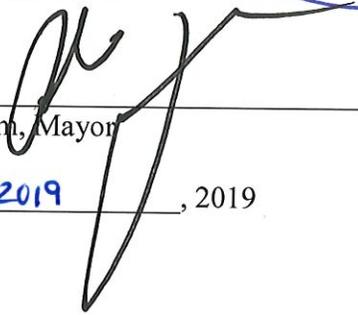
Sincerely,

MIDDLE TENNESSEE LAW GROUP, PLLC
D/B/A WOLAVER, CARTER & HEFFINGTON

By: 
Patrick M. Carter

THE FOREGOING IS AGREED TO:

CITY OF SPRING HILL

By: 
Rick Graham, Mayor

Date: 3-18-2019, 2019