

**RESOLUTION 08-31**

**A RESOLUTION TO ACCEPT THE CONTRACT FOR CITY  
LEGAL SERVICES**

**WHEREAS**, the City of Spring Hill currently enlists Timothy P. Underwood with Henry, Henry and Underwood to serve as City Attorney; and

**WHEREAS**, as indicated by the Internal Control and Compliance Manual for Tennessee Municipalities, the City must ratify a contract between the City and Legal Council.

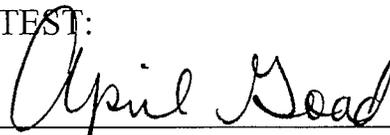
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Spring Hill that Timothy P. Underwood, with Henry, Henry and Underwood shall serve at the pleasure of the Board under the terms stated in the attached contract.

**BE IT FURTHER RESOLVED** that this appointment shall become effective immediately.

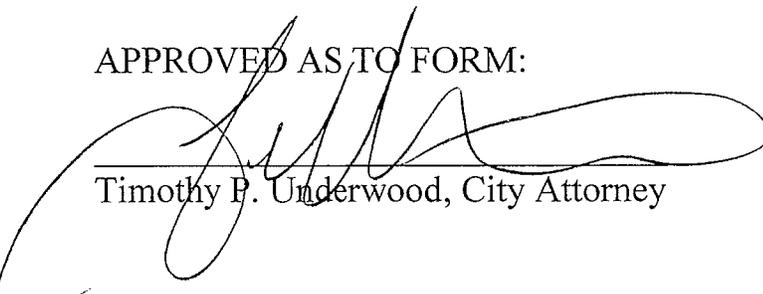
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19<sup>th</sup> day of November, 2007.

  
\_\_\_\_\_  
Danny M. Leverette, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Timothy P. Underwood, City Attorney

LAW OFFICES  
HENRY, HENRY & UNDERWOOD, P.C.  
P. O. BOX 458  
110 SOUTH FIRST STREET  
PULASKI, TENNESSEE 38478  
ESTABLISHED 1941

JOSEPH W. HENRY, JR.  
ROBERT C. HENRY  
TIMOTHY P. UNDERWOOD

August 12, 2008

JOE W. HENRY (1916-1980)  
STEPHEN C. SPEER (1945-1998)

TELEPHONE (931) 363-4571  
TELECOPIER (931) 363-4592

Mayor Danny Leverette  
Mayor - City of Spring Hill  
199 Town Center Hall  
Spring Hill, TN 37174

Re: Retainer Agreement for position of  
Spring Hill Attorney

Dear Mayor Leverette:

Upon your request, this law firm has agreed to serve as the City Attorney for the City of Spring Hill, Tennessee. To follow up on our prior contact, I am writing you this letter to summarize and confirm the terms and conditions of our understanding.

You will be billed for our legal fees and expenses monthly. Should you fail to follow the attorney's instructions or pay your account in full to the attorney within thirty (30) days of the billing thereof, the attorney is authorized to withdraw as your counsel and to file suit to collect the balance.

No advice is given on tax consequences. You agree to seek such advice elsewhere and to hold this law firm harmless therefor. You further agree to read all documents given to you by this office.

Hourly time charges are billed for attorneys at a rate of \$200.00 to \$275.00 per hour, and our paralegals are billed at a rate of \$85.00 to \$105.00 per hour, and secretaries are billed at \$25.00 per hour. These rates may be modified over time. Our monthly statements to you will reflect the rates in effect at the time the service was performed. Any change in billing rates will be preceded by a thirty (30) day notice.

You further understand that the attorney's fees for services are based upon additional factors that are: (1) intensity of labor required; (2) novelty, complexity, and/or difficulty of the questions and issues involved; (3) special experience and skill necessary to perform the task and/or achieve the results; (4) responsibility assumed; (5) results obtained; (6) extraordinary time limitations imposed by the circumstances.

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You shall at all times have the right to terminate our services upon written notice to that effect. We shall at all times have the right to terminate our services upon written notice to that effect in the event that you either fail to cooperate with us in any reasonable request, to timely pay the statements in full as submitted, or if we have determined in our reasonable discretion that to continue services to you would be unethical or impracticable.

It is anticipated that I will perform most of the work on your legal matter. However, we reserve the right to assign other lawyers in our firm to represent you, if in our reasonable judgment, it becomes necessary.

Sometimes in the course of representing a client a conflict of interest may arise that was not foreseen. If such a conflict becomes apparent, then I may have to withdraw from representing you.

This agreement is already effective and this office is representing you.

You are always responsible for the costs incident to our representation of you in this matter. Statements for out-of-pocket expenses incurred in your behalf, such as transcript cost, word processing cost, telecopier cost, mailing charges, computer research, scanning charges, long distance telephone calls, mileage reimbursement, and photocopying, will be mailed to you monthly. You will be charged for one-half of the travel time in connection with our representation of you in this matter. Further, you authorize the attorney to incur any and all costs and expenses incidental to the preparation of legal representation of you in this case.

You will note that no one with this firm has offered to you any inducements, or made any promises or representations other than those set forth in this letter. Specifically, we do not guarantee any result for you in our representation, but will use our best efforts to pursue any legal rights and advancing your interest.

From time to time a Court may order an adversary to pay part or all of your attorney's fees and costs. Such awards are totally unpredictable. You will remain totally responsible for payment of all fees and costs. Any amount received from a third party as a result of a Court Order will be credited to your account or refunded to you if I have already been paid in full.

If the foregoing terms and conditions do not accurately summarize and confirm your understanding of our attorney - client relationship, please notify me immediately of your concern so that this can be resolved to our mutual satisfaction.

August 12, 2008

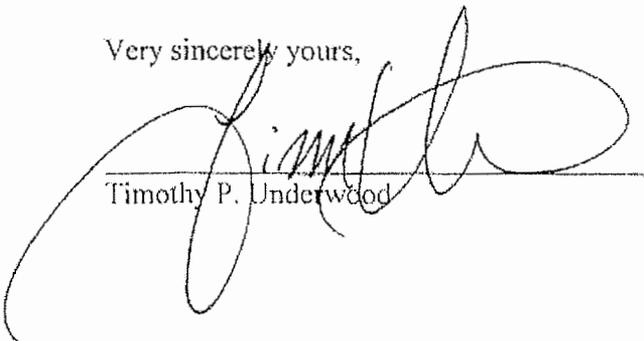
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Enclosed for your records is a duplicate copy of the letter signed by me.

**THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO SEEK INDEPENDENT COUNSEL FROM ANOTHER ATTORNEY BEFORE SIGNING IT.**

With best wishes, I am

Very sincerely yours,

  
\_\_\_\_\_  
Timothy P. Underwood

TPU/jgr

Enclosure

APPROVED AND ACCEPTED:

  
\_\_\_\_\_  
Mayor Danny Leverette

DATED: 8/25/2008