

RESOLUTION NO. 2018-12-822 R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION APPOINTING CITY ATTORNEY FOR THE CITY OF TONTITOWN, ARKANSAS AND AUTHORIZING PAYMENT TO THE CITY ATTORNEY PURSUANT TO THE TERMS AGREED UPON.

WHEREAS, there is not a duly elected office of City Attorney for the City of Tontitown, Arkansas; and

WHEREAS, R. Justin Eichmann of Harrington, Miller, Kieklak, Eichmann and Brown, P.A. has previously served as City Attorney for the City of Tontitown; and


WHEREAS, it has been determined by the City Council that it is in the best interest of the City of Tontitown to continue to engage R. Justin Eichmann of Harrington, Miller, Kieklak, Eichmann and Brown, P.A. as the City Attorney pursuant to the terms agreed upon as set forth in the engagement letter attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas, as follows:

Section 1. That the Mayor of the City of Tontitown, Arkansas is hereby authorized by the City Council to appoint R. Justin Eichmann to serve as City Attorney for the City of Tontitown, Arkansas, and to serve in such capacity and to hold such appointment until his successor is duly qualified and appointed; and that the City Attorney shall be paid pursuant to the terms set forth in the attached engagement letter.


PASSED and APPROVED this 4th day of Dec, 2018.

APPROVED:



Paul Colvin, Jr., Mayor

ATTEST:



Rhonda Ardemagni, City Recorder-Treasurer
(SEAL)

November 30, 2018

City of Tontitown
c/o Mayor Paul Colvin, Jr.
201 East Henri De Tonti
Tontitown, AR 72770

RE: Legal Services provided by Harrington, Miller, Kieklak, Eichmann & Brown, P.A. to the City of Tontitown, Arkansas as City Attorney

Dear Mayor Colvin and City Council:

This letter will set forth our agreement with respect to the engagement of our firm to serve as attorney for the Tontitown. The agreement involves two separate components of representation, as set forth herein. I will have primary responsibility for the City's legal work; however, another attorney of the firm may assist in handling your matters from time to time, if his or her expertise is deemed helpful, or substitute for me at meetings or other engagements if I am unable to attend.

All legal work for the City, including but not limited to attendance at regular meetings of the City Council, and in connection therewith advising the Mayor and City Council on the City's legal issues, drafting or reviewing ordinances, resolutions, contracts, legal documents, land documents, and related business instruments, advice regarding employee terminations and related appeals, legal consultation and research of legal issues faced by the City will be billed at a flat rate of \$4,000 per month, excluding costs, litigation and bond projects. Should there be any further questions or hesitations, please contact us right away so we can resolve any concerns at the outset. Payment for our services in connection herewith will be made by the City in accordance with the terms set forth therein.

In either of the above referenced instances, the firm will charge and expects to be reimbursed, for incurred expenses including without limitation long distance, photocopies, postage, faxes, and the like, as well as litigation, bond projects, paralegal time and extraordinary expenses (upon approval by the Mayor). All of these items will be billed separately to the City. Billing statements will include an itemization of each of these expenses. A retainer may be required for large research, drafting or litigation projects. The amount of an appropriate retainer shall be determined by agreement between the Firm and the Mayor on a case by case basis. Payment for our expense disbursements and other charges, as well as paralegal time, will be made in accordance with the enclosed "Payment for Legal Services" memorandum. The memorandum will also govern deposits and disbursements relating to any retainers. Our continued pursuit of this engagement is conditioned upon current payment of our invoices. Should the City for any reason be unable to comply with these terms, it hereby grants us consent to withdraw from representation.

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Both the City and the Firm shall be free to terminate our relationship at any time, subject to thirty (30) days written notice. In addition, circumstances may arise during the course of our representation of the City that will require us to withdraw from the representation in accordance with the Arkansas Rules of Professional Conduct or other applicable professional standards. In these events the Firm will be entitled to receive compensation from the City for expenses and services rendered to that date, and will cooperate in transferring the matter to other counsel of the City's choice.

Finally, any successful relationship requires timely, honest communication and feedback. We request and welcome task-specific feedback from the City on the quality of our representation.

We appreciate and look forward to the opportunity to work for the City.

Sincerely,
HARRINGTON, MILLER, KIEKLAK, EICHMANN &
BROWN, P.A.



R. Justin Eichmann
For the Firm

Attachment

CONSENT & AGREEMENT

I have read the foregoing letter and understand its contents. I consent to having you represent me on the terms and conditions set forth.

Dated: 12-3-18



Paul Colvin, Jr.
Mayor, City of Tontitown, Arkansas

PAYMENT FOR LEGAL SERVICES

This statement sets forth the standard terms of payment for our services as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

How Fees Are Set

The amount to be charged for the legal services we provide to you will ordinarily be calculated on an hourly basis at our standard hourly rates. These hourly rates presently vary from \$250.00 to \$300.00, depending on the attorney who is providing the services, as follows:

Michele A. Harrington	\$300
Stephen J. Miller	\$280
Thomas N. Kieklak	\$280
R. Justin Eichmann	\$260
J. Greg Brown	\$260
Robert L. Ost	\$260
Morgan S. Doughty	\$250
Paralegals	\$ 90

These rates are adjusted periodically. In determining a reasonable fee for our services, we may consider other factors as set forth in the Arkansas Rules of Professional Conduct, which governs all Arkansas lawyers.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost is frequently more or less than the amount estimated.

Expense Disbursements and Other Charges

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs arising in connection with legal services. Third-party charges incurred in your behalf in significant amounts will be sent to you for payment direct to the vendor. We will bill you monthly for our other expense disbursements incurred on your behalf (filing fees, travel expenses, delivery costs, etc.), together with our customary charges for postage and other items.

We reserve the right to change the method of billing such expense disbursements and other charges to you from time to time, provided that we charge you on the same basis that we charge our other clients.

Retainer and Trust Deposits

If you are asked to give us a retainer, the retainer deposit is held in our trust account and payment of your regular monthly billing statement is charged against it, with any remaining balance refunded to you at the conclusion of our representation. Upon written request, we may require that you replenish the retainer to the original amount, or increase or decrease the amount of the retainer as the circumstances may warrant. We reserve the right to change the method of billing against the retainer deposit so that the retainer deposit is held in our trust account and payment of your last statement is charged against it, with any remaining balance refunded to you at the conclusion of our representation.

Billing Arrangements and Terms of Payment

We will bill you monthly for our attorneys' fees, expense disbursements and other charges on our regular invoices. You agree to make payment within thirty (30) days of the date of the invoice. Any balance over sixty (60) days past due may be subject to interest, at the firm's discretion, at the maximum allowable rate. In the event that the collection of your past due account requires the time of an attorney, whether employed by our firm or another, you will be responsible for the payment of all additional fees and costs incurred as a result of the collection. Our continued pursuit of this engagement to conclusion is conditioned upon current payment of our invoices. Should you for any reason be unable to comply with these terms, you hereby grant us consent to withdraw from representation.