RESOLUTION NO. 2026-01-1243R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION APPOINTING A CITY ATTORNEY FOR THE CITY OF TONTITOWN, ARKANSAS AND AUTHORIZING THE CITY TO ENTER INTO A LEGAL SERVICES AGREEMENT PURSUANT TO THE TERMS AGREED UPON.

WHEREAS, pursuant to Tontitown City Ordinance § 30.50, the office and position of City Attorney for the City of Tontitown has been established as an appointed position; and

WHEREAS, Tontitown City Ordinance § 30.50 further establishes that the City Attorney for the City of Tontitown shall be compensated based upon a set hourly basis or a fee for services; and

WHEREAS, the City of Tontitown has completed the search process and has selected Tyler R. Farrar, as the most qualified candidate for the position based upon his experience, credentials, and demonstrated ability to serve the legal needs of the City and desires to appoint Tyler R. Farrar as City Attorney; and

WHEREAS, Tyler R. Farrar has agreed to accepted the appointment as City Attorney and shall provide legal services to the City acting through his professional limited liability company, the Law Office of Tyler R. Farrar, PLLC; and

WHEREAS, the City Council and the Mayor of the City of Tontitown have determined that it is in the best interest of the City of Tontitown to enter into the Legal Services Agreement, which is attached hereto and incorporated herein by reference, and that the execution and performance of such Agreement are fully authorized and permitted under Arkansas law and is fully within the lawful authority of the City Council and the Mayor of the City of Tontitown.

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

Section 1. That the City Council of the City of Tontitown, Arkansas hereby approves, adopts, and ratifies the Legal Services Agreement between the City of Tontitown, Arkansas and Tyler R. Farrar, acting through the Law Office of Tyler R. Farrar, PLLC; authorizes the Mayor to execute said Agreement on behalf of the City; and appoints Tyler R. Farrar, acting through the Law Office of Tyler R. Farrar, PLLC, to serve as City Attorney for the City of Tontitown, Arkansas, to serve in such capacity with compensation to be paid in accordance with the terms set forth in the Legal Services Agreement.

PASSED and APPROVED this 13th **day of** 6 **, 2026.**

APPROVED:

Angela Russell

Angela Russell, Mayor

ATTEST:

Rhonda Ardemagni

Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)

LEGAL SERVICE AGREEMENT

THIS LEGAL SERVICE AGREEMENT ("Agreement") is made and entered into by and between the **City of Tontitown, Arkansas** ("City") and **The Law Office of Tyler R. Farrar, PLLC**, an Arkansas professional limited liability company ("Attorney"), collectively referred to as the "parties", this 8th day of January, 20 26 ("Effective Date").

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **Authority and Appointment.** This Agreement is executed pursuant to, but not limited to, Arkansas Code Ann. § 14-42-112, Arkansas Code Ann. § 14-43-315, and Tontitown City Ordinance § 30.50, establishing the position of Tontitown City Attorney as an appointed, rather than an elected, position. The City Council has determined by ordinance that the appointment of a City Attorney is lawful and in the best interests of the City pursuant to applicable Arkansas law. The City Council has authorized the Mayor to negotiate the terms of this Agreement by formal vote and shall approve the final Agreement by resolution prior to execution.

2. **Scope and Duties of Attorney.**

2.1. General Duties. Attorney shall serve as appointed City Attorney for the City of Tontitown and shall perform the duties required by Arkansas law, city ordinance, and this Agreement. Attorney shall act as legal counsel to the City, Mayor, City Council, and municipal officers in their official capacities on all civil, administrative, municipal, and regulatory matters affecting the City. Attorney's legal services shall be provided as reasonably requested and subject to Attorney's availability. While it is understood between the parties that Attorney shall have primary responsibility for the City's legal work, other attorneys may be engaged, or are presently engaged, to handle specialized, or matter-specific issues as expressly provided for in this Agreement.

2.2. Litigation. Attorney shall represent the City in civil litigation, administrative proceedings, claims, and defenses, unless the City elects to retain outside counsel for a specific matter. The parties hereby agree that Attorney may, when necessary, engage other licensed attorneys to assist Attorney with litigation matters, subject to the prior approval by the Mayor and City Council.

2.3. Municipal Prosecution Duties. Attorney shall not prosecute violations of City ordinances or criminal citations, nor will Attorney represent the City in court, including any appeals, on all criminal prosecution matters. The City has currently hired outside counsel for municipal prosecution duties and the parties agree that those duties will remain the responsibility of that law firm.

2.4. City Council Meetings. Attorney shall attend City Council meetings, workshops, and other meetings when requested. It is understood by the Parties that Attorney shall make every reasonable effort to attend City Council meetings,

Committee of the Whole ("COW") meetings, and those special meetings where Attorney's attendance is requested. However, it is understood that Attorney may miss a regular or requested meeting for reasonable cause. The parties understand that Attorney may not be available to attend special meetings without sufficient advanced notice to Attorney.

2.5. Exclusions. Attorney does not represent individual City officials in their personal capacities. The parties recognize that Attorney is also employed in a full-time capacity as Vice President and General Counsel for the Arkansas Colleges of Health Education ("ACHE"), and that while conflicts of interest are not expected to arise through that role, Attorney shall evaluate all conflicts of interest consistent with the Arkansas Rules of Professional Conduct.

3. **Compensation.** In accordance with Tontitown City Ordinance § 30.50, the City shall compensate the Attorney at an hourly rate of $250.00 per hour for legal services rendered. In addition, the City shall compensate the Attorney at a flat rate of $250.00 per meeting for each City Council meeting and each Committee of the Whole meeting attended by the Attorney, regardless of the duration of such meeting.

   Attorney shall provide the City with an itemized invoice each month and the City agrees to remit payment within thirty (30) days of the City's receipt of an invoice.

   This flat hourly rate excludes work associated with bond financing for the City's capital projects. Notwithstanding anything to the contrary in this Agreement, any legal services related to the issuance, refinancing, or administration of municipal bonds or other debt financing shall be excluded from the scope of routine city attorney services and shall be billed separately pursuant to a mutually agreed fee schedule approved by the City. Such fees may be paid from bond proceeds or other legally available funds, as permitted by law.

4. **Term.** The term of this Agreement is three (3) year from the effective date unless earlier terminated. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, subject to prior approval of the City Council.

5. **Termination.** Either Party may terminate this Agreement with 90 days' written notice. The City may terminate immediately for material breach, loss of Attorney's ability to practice law, or conflict of interest that cannot be resolved. Nothing in this Agreement restricts the City's statutory authority to appoint or replace a City Attorney pursuant to Arkansas law. Termination does not affect the City's obligation to pay Attorney for all services rendered and expenses incurred prior to the date of termination.

6. **Independent Contractor Status.** It is understood by the Parties that while Attorney shall be appointed to, and hold, the title of "City Attorney" for statutory purposes, Attorney is an independent contractor and not an employee of the City. Attorney shall not receive employee benefits, retirement contributions, overtime, or other employment related benefits from the City.

7. **Professional Liability Insurance.** Attorney shall maintain adequate professional liability insurance and provide proof of coverage upon request.

8. **Miscellaneous.**

8.1 **Governing Law and Jurisdiction.** This Agreement and all claims arising out of or relating to this Agreement shall be governed by the laws of the State of Arkansas without regard to its conflict of law provisions and all matters relating to the validity, interpretation and enforcement of this Agreement shall be determined in the State of Arkansas.

8.2 **Liability**. Attorney's liability shall not exceed the amount of insurance coverage. To the fullest extent permitted by Arkansas law, the City shall defend, indemnify, and hold harmless Attorney from and against any third-party claims, demands, damages, liabilities, costs, and expenses, including reasonable attorneys' fees arising solely out of the acts or omissions of the City, its officers, officials, employees, or agents in connection with this Agreement or the matters for which Attorney provides legal services; provided, however, that the City shall have no obligation to indemnify Attorney for any claim to the extent caused by Attorney's negligence, gross negligence, willful misconduct, or violation of applicable law or professional rules. Any obligation of the City under this section is limited to the extent of available insurance coverage or lawfully appropriated funds, shall not constitute a waiver of sovereign immunity, and shall be subject to all applicable constitutional and statutory limitations under Arkansas law.

8.3 **Public Records and Attorney-Client Privilege**. It is understood by the parties that this Agreement is a public record and subject to disclosure under the Arkansas Freedom of Information Act (AFOIA). The parties further agree that while billing and invoicing records under this Agreement may be subject to AFOIA, privileged billing descriptions shall be redacted as permitted by Arkansas law. The City shall not waive attorney–client privilege without prior written notice to Attorney.

8.4 **Waiver.** Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants, or duties set forth in this Agreement shall not constitute or be construed as a waiver of any subsequent or other default.

8.5 **Conflicts of Interest.** While conflicts of interest are not anticipated, the parties recognize that conflicts of interest could occur at any time. Attorney shall avoid conflicts of interest as required by the Arkansas Rules of Professional Conduct.

8.6 **Severability.** If any provision of this Agreement is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The parties agree that any such invalid or unenforceable provision shall be modified only to the extent necessary to make it valid and enforceable, consistent with the parties' original intent.

8.7 Entire Agreement. This Agreement contains the entire understanding and agreement between the parties with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting this subject matter. This Agreement may be amended only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed:

The City of Tontitown, by its Mayor

Signature: Angela Russell

Name: Angela Russell, Mayor

Date: 1-8-2026

The Law Office of Tyler R. Farrar, PLLC

Signature: _____

Name: Tyler R. Farrar, Attorney

Date: 1/8/2026

City of Tontitown
Official Seal
1909
Tontitown, Arkansas