

**CITY OF CEDARVILLE, ARKANSAS**

**RESOLUTION NO. 2017-02-21-02**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH M. SEAN BRISTER OF THE BRISTER LAW FIRM, PLLC FOR PROVIDING THE SERVICES OF CITY ATTORNEY AND CITY PROSECUTOR.

Whereas, M. Sean Brister has served as the city attorney for Cedarville, Arkansas for more than seven years; and

Whereas, it is reasonable to update the terms of the contract including compensation within that time;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDARVILLE, ARKANSAS, AS FOLLOWS:


**SECTION 1:** The mayor is duly authorized to enter into a contract with M. Sean Brister of the Brister Law Firm, PLLC for the provision of legal services to the City of Cedarville, Arkansas including city attorney and city prosecutor.

**SECTION 2:** The Cedarville City Council hereby approves the legal services contract described in the attached EXHIBIT A.

PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF February, 2017.

APPROVED:

ATTESTED:

  
MAYOR ISENHOWER

  
RECORDER/TREASURER COOK

# EXHIBIT A

## CONTRACT FOR LEGAL SERVICES

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE CITY OF CEDARVILLE, ARKANSAS AND M. SEAN BRISTER OF THE BRISTER LAW FIRM, PLLC AS OF THE DATE SUBSCRIBED BELOW FOR THE PROVISION OF THE SERVICES OF CITY ATTORNEY AND CITY PROSECUTOR.

For and in consideration of one dollar and the mutual promises contained herein, the parties agree as follows:

1. M. Sean Brister of the Brister Law Firm, PLLC shall provide the usual and customary services of city attorney and prosecuting attorney for the City of Cedarville, Arkansas, such as he has provided for the last seven years.
2. The City of Cedarville shall pay to M. Sean Brister the fixed monthly fee of seven hundred seventy-five dollars (\$775.00) which may be pro rated across the various city departments each month for accounting purposes. This fee may increase on an annual basis by \$25.00 per month.
3. In exchange for the fixed monthly fee, the attorney shall make every effort to attend every regular city council meeting and those special meetings where the attorney's presence is requested. The attorney may miss a regular and requested special city council meeting for reasonable cause.
4. The City of Cedarville, Arkansas, shall begin participating in Arkansas Public Employee Retirement System (APERS) and shall ensure that the position of city attorney is eligible for participation.
5. The attorney shall make reasonable efforts to be available for all reasonable telephone inquiries regarding city business 24 hours per day/seven days per week. In no event shall the city attorney be available less than 80 hours per month. As compensation for this availability, the city attorney shall be compensated no less than the applicable minimum wage for eighty (80) hours per month, or such other amount as necessary to maintain eligibility for APERS. This compensation amount shall be included in the fixed rate referenced in paragraph 2, above.
6. The parties understand and agree that this contract and fee does not include litigation beyond criminal prosecutions for the city. It does not include civil lawsuits either prosecuted or defended by the city. Any such legal services shall be


provided at an additional hourly rate for services rendered at the rate of \$100 per hour. This hourly rate may increase on an annual basis by \$10 per hour.

7. The City of Cedarville shall also be responsible for the necessary expenses associated with the position of city attorney such as newspaper publications, legal research fees, legal research books, and other usual and customary expenses associated with the position of city attorney.

8. This contract shall end on December 31, 2017, but shall automatically renew for successive annual terms. Either party may terminate this contract without cause by providing ninety (90) days written notice to the other party.

AGREED AND APPROVED THIS 21<sup>st</sup> DAY OF FEBRUARY 2017.

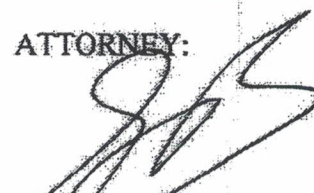
APPROVED:

  
MAYOR

ATTESTED:

  
RECORDER/TREASURER

ATTORNEY:

  
M. SEAN BRISTER