

## LEGAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Texarkana, Arkansas, herein referred to as “the City”, and Joshua Potter, Attorney at Law, 117 East Broad Street, Texarkana, Arkansas 71854, herein referred as “Potter”, as follows:

- 1) Potter agrees to provide legal services required by the City of Texarkana, Arkansas, including the following:
  - a) Provide legal services on a day-to-day basis to the elected and appointed officials of the City on all legal matters related to the successful operation of municipal government except legal services otherwise provided pursuant to any policies of insurance carried from time to time by the City, or municipal bond attorneys required in connection with City bond issues and operation of district court and appeals therefrom;
  - b) Attend and provide legal counsel and direction at all City Board of Directors’ meetings, and when requested by the Mayor or Board of Directors, City Manager staff meetings and other City meetings when required by the Mayor;
  - c) Provide litigation services for the City, filing and defending cases for the City in court or before administrative tribunals;
  - d) Develop all Ordinances and Resolutions required for each Board of Directors’ meeting; and
  - e) Provide secretarial support, stationary supplies, and all lawbooks and materials necessary to meet the City’s legal needs.
  
- 2) Potter will be responsible for legal services to the City and will carry the title “City General Counsel.” Potter will attend City Board of Directors’ meetings, but in the event of his absence, Potter will arrange to have a suitable replacement in attendance, it being understood that the City Prosecuting Attorney will perform replacement services upon reasonable and timely request.

- 3) Potter will perform all such legal services for the sum of \$\_\_\_\_\_ per month, or such other sum as may be mutually agreed upon by the parties and approved by resolution of the City Board. Such monthly payments will be made by the City to Potter between the first and tenth of each month following the performance of such services.
- 4) Should the City be involved in litigation in which the court directs that the opposing party pay attorney's fees and cost to the City as the prevailing party in such litigation, the City, after collecting such sum and deducting all expended court costs and other litigation expenses except the monthly fees paid to Potter, will pay to Potter and remaining attorney's fees as extra compensation for the extra work and successful performance of Potter in such litigation.
- 5) Potter will make no charges for any legal services except for the services provided for in Paragraphs 3) and 4) above; however, the City will pay or reimburse Potter for court costs, deposition costs, travel expenses, copy expenses, long-distance telephone calls, and other charges on City legal matters which extend beyond the ordinary office expenses of Potter.
- 6) This Agreement shall continue until terminated by either the City or Potter. It is agreed that, pursuant to the Arkansas Rules of Professional Conduct and the rules and decisions of the Arkansas Supreme Court regarding the attorney-client relationship, the Legal Services Agreement may be terminated by the city at any time, with or without cause, with the City to pay only for legal services performed up to the date of the termination of such relationship.
- 7) Potter agrees that he will handle all legal services and all litigation for the City (except matters involving municipal bond issues which are to be handled by the City's municipal bond attorneys or matters for which counsel is provided pursuant

to applicable policy of insurance or the like) without the employment of any outside attorney unless there is a conflict of interest which cannot be resolved and which, under the Arkansas Rules of Professional conduct and the rules and decisions of the Arkansas Supreme Court, Potter is prohibited from representing the City. It is expected that any such disqualification of Potter will rarely, if ever, occur; however, if such conflict of interest does occur, Potter will assist the Board of Directors in obtaining independent outside counsel at a reasonable rate to handle such matter for which the firm is disqualified.

**PASSED AND APPROVED** this 20<sup>th</sup> day of March, 2023.

JOSHUA POTTER  
117 East Broad Street  
Texarkana, Arkansas 71854

THE CITY OF TEXARKANA, ARKANSAS  
216 Walnut Street  
Texarkana, Arkansas 71854

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Joshua Potter

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Allen Brown, Mayor

ATTEST:

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Heather Soyars, City Clerk