

RESOLUTION NO. 05 -2018

A RESOLUTION FOR THE PURPOSE OF ENGAGING THE SERVICES OF STEVEN L. GRADY TO PROVIDE LEGAL ADVICE AND LEGAL SERVICES FOR THE CITY OF DIAMOND CITY, ARKANSAS, AND AUTHORIZING THE MAYOR AND RECORDER TO EXECUTE AN ENGAGEMENT LETTER TO HIRE STEVEN L. GRADY;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF DIAMOND CITY, ARKANSAS:

WHEREAS, the City of Diamond City, Arkansas does not currently have a city attorney to advise the Mayor or City Council concerning outstanding legal concerns.

WHEREAS, it is the finding and conclusion of the City Council that the City of Diamond City, Arkansas requires the services of an attorney to give legal advice and guidance to the elected officials of Diamond City, Arkansas.

WHEREAS, it is the finding and conclusion of the City Council that it is in the best interest of Diamond City, Arkansas that the City Council hire Steven L. Grady to provide legal advice and legal services for Diamond City, Arkansas, and that it is in the best interest of Diamond City, Arkansas, for the Mayor and Recorder to execute an engagement letter to hire Steven L. Grady.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DIAMOND CITY, ARKANSAS:

Section 1. The City Council for Diamond City, Arkansas hereby agrees to hire Steven L. Grady as an attorney for the City of Diamond City, Arkansas to provide legal advice and legal services for Diamond City, Arkansas and hereby authorize the Mayor and Recorder to execute an engagement letter to hire Steven L. Grady to provide legal advice and legal services. It is understood that Steven L. Grady will be paid Two Hundred Dollars (\$200.00) per hour for all legal services provided.

PASSED AND APPROVED this the 16 day of August, 2018, in a special meeting.

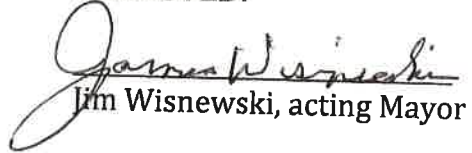
Aye 4 Nay 0 Absent 1 Abstain 0

ATTEST:



Tina Jackson, Recorder

APPROVED:



Jim Wisnewski, acting Mayor



The Law Office of Steven L. Grady, PLLC

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ENGAGEMENT LETTER

This Engagement Letter serves as the contract between Diamond City, Arkansas and Steven L. Grady to provide ongoing general legal advice and legal services to Diamond City Arkansas and the officials of Diamond City, Arkansas. The terms of this Engagement Letter are as follows:

Attorney Fees. As we have agreed, the hourly rate for my legal services is \$200.00 per hour. Please understand that you will be billed for the time that I spend working on legal issues for Diamond City, Arkansas, including the time that I spend in meetings, making phone calls, or sending e-mails concerning the legal issues of Diamond City, Arkansas. Furthermore, I have a minimum charge for certain tasks. An example is a telephone call which will be billed at least one tenth of an hour, even if it takes less than six (6) minutes. Another example is emails which will be billed at least one tenth of an hour, even if it takes less than six (6) minutes to read and respond.

Expenses and Costs. The City of Diamond City, Arkansas will be responsible for all costs and expenses related to any outstanding legal matter that Diamond City, Arkansas may be a party to. The costs and expenses may include court filing fees, process service fees, deposition costs, witness fees and expenses, expert witness fees, postage, travel expenses and other such out of pocket expenses. Diamond City, Arkansas may be asked to advance certain costs and expenses or to pay some third parties directly. Other costs or expenses will be advanced by the attorney and then billed to Diamond City, Arkansas.

Payment of Fees, Expenses and Costs. Diamond City, Arkansas will receive a monthly statement showing the amount charged for the preceding month. Diamond City, Arkansas agrees to pay for any and all fees and/or costs upon receipt of a statement. If you have any questions or concerns about any statement that you receive, you should contact my office immediately.

Court Awarded Attorney Fees and Costs. In a limited number of cases, the Court will order one party to pay another party's attorney fees and/or costs. Such an order in Diamond City's favor will not change the terms of this agreement. Diamond City will still remain responsible for the payment of my fees and costs. If any payment is actually received from another party pursuant to such an order, Diamond City's account will be credited for such payment. Likewise, the amount of attorney fees awarded by the Court will not control the amount of my attorney fees because the Court considers factors other than the actual value of the legal services provided in making an attorney fee award.

Services to Be Provided By Attorney. I will provide those legal services reasonably required to represent the City of Diamond City, Arkansas. I hereby agree to represent the city or town in all actions, both civil and criminal. I agree to advise all city officials when needed, and to prepare all legal papers, blank forms, etc., that may be needed by the City. I will try to keep the City informed of the progress of all legal matters and will respond to its inquiries. I make no representations, promises or guarantees as to the successful outcome of any matter other than to use my best professional efforts to provide the City with reasonable and necessary legal services.

Your Duties. You agree to be truthful with me, to cooperate, to keep me informed of developments, to abide by this agreement, to pay my bills on time, and to keep me advised of your address, telephone numbers and whereabouts. You will be given thirty (30) days to retrieve any original documents in my possession after your case is completed.

Termination of Engagement. I reserve the right to terminate our attorney-client relationship at any time. Additionally, I expressly reserve the right to withdraw as your attorney for any of the following reasons:

1. Non-payment of fees, costs, expenses, ect., in accordance with this agreement;
2. Failure to cooperate and comply fully with all reasonable requests in reference to this matter; and
3. Your engagement in conduct which renders it unreasonably difficult for me to carry out the purposes of this engagement.

If it becomes necessary for our relationship to be terminated for any reason, your account will be billed for the time and preparation for the necessary documents needed for me to withdraw as your attorney.

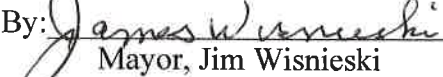
Please sign below to show your consent to these terms.

The Law Office of Steven L. Grady

By:  _____

Date: 8-16-18

Diamond City, Arkansas:

By:  _____
Mayor, Jim Wisniewski

Date: 8-16-18

ATTEST:

By:  _____
Recorder, Tina Jackson

Date: 8/16/18