MEMORANDUM

TO: Honorable Mayor and Members of the Board of Directors

CC: Maggie Rice, Deputy City Administrator

FROM: Jeff Dingman, Acting City Administrator

DATE: November 19, 2026

SUBJECT: General Legal Services agreement for 2027

SUMMARY

Attached for your consideration is a resolution authorizing a contract for general legal services for 2027. Section 2-112 of the municipal code requires the board to approve a contract for legal services prior to the first of each calendar year.

Proposals from Professional Service Providers were solicited earlier this year. Daily & Woods was the only firm to submit a proposal for general legal services.

The Daily & Woods firm has provided legal services to the city since 1968 and has been the designated City Attorney since 1973. The proposed contract with Daily & Woods for legal services in 2027 and information about the attorneys at the firm is attached. The hourly rate schedule is attached as Exhibit "1" and specifies an hourly attorney rate at $220/hr and the hourly paralegal rate at $70/hr.

The contract is similar to that used in previous years, including reference to the city's participation in the Arkansas Municipal League's Legal Defense Program, which continues. Daily & Woods also works as needed in support of the AML program.

Staff recommends approval of the attached resolution. Please contact me if there are any questions regarding this agenda item.

ATTACHMENTS

1. 2027 Legal Services Resolution.pdf
2. 20261117 Legal Services Agreement.pdf
3. 20261102 D&W SOQ for 2027.pdf

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT WITH DAILY & WOODS, P.L.L.C. FOR GENERAL LEGAL SERVICES FOR 2027

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF FORT SMITH, ARKANSAS, THAT:

The legal services agreement with Daily & Woods, P.L.L.C. for general legal services for 2027 attached hereto is hereby approved. The Mayor is hereby authorized to execute said agreement on behalf of the city.

THIS RESOLUTION PASSED THIS _____ DAY OF December, 2026.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Prosecuting Attorney
No Publication Required

2027
LEGAL SERVICES AGREEMENT

This Legal Services Agreement made the ___ day of December, 2026, between the City of Fort Smith, Arkansas, a municipal corporation ("City"), acting by and through its authorized officers, and Daily & Woods, P.L.L.C., of 56 South 6th Street, Fort Smith, Arkansas ("Attorney").

WHEREAS, pertinent portions of Act 636 of the 1989 Acts of Arkansas (also contained within Fort Smith Code of Ordinances § 2-182) require annual notice of solicitation of bids for professional services, including, but not limited to, legal services, and,

WHEREAS, such notice has been duly published and a Statement of Qualifications and Performance Data has been received by the City from all persons or firms who desire to be considered by the City at the time the City enters into any contract for professional legal services throughout the year 2027, and,

WHEREAS, the City, having received and reviewed such Statement of Qualifications and Performance Data from the law firm of Daily & Woods, P.L.L.C., and the City having determined that said firm is the most qualified and capable in handling the legal services for the City, does hereby enter into this Agreement for the use of and compensation of such legal services, to-wit:

SECTION ONE

City retains Daily & Woods, P.L.L.C., to act as attorney for the City and to render to the City and its authorized officers all legal advice and to represent City and its authorized officers as provided in Fort Smith Code of Ordinances §§ 2-112, 2-113, and 2-114. The legal advice and services may include any or all of the following: the drafting and/or reviewing of all contracts,

bid documents, resolutions and ordinances; planning department advice; development applications; rezonings; comprehensive plan amendments; variances; site plans; the preparation and handling of hearings or trials involving or affecting the City or its governing body or employees; the presentation of any requested seminars for the City's police department; attendance at regular and specially called meetings of the City's governing body and any other meetings where attendance is requested; leases and real estate matters, including, but not limited to, issues involving eminent domain; enforcement of cleanup liens; advising when requested on finance and purchasing issues; matters regarding Arkansas' Freedom of Information Act; solid waste; code enforcement; building department; employment and personnel issues; and, when requested, prosecuting on behalf of the City in District or Circuit Court. The City participates in the Arkansas Municipal League legal defense fund ("fund") and reserves the right to assign to the fund requests for services provided by the fund.

SECTION TWO

City and Attorney accept the compensation schedule as outlined in Exhibit "1" to this Agreement.

SECTION THREE

As compensation in full for all services to be rendered by Attorney under and pursuant to this Agreement, City shall pay to Attorney for Attorneys' services such compensation as is set forth in detail in the letter attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION FOUR

This Agreement shall terminate on December 31, 2027. This Agreement may also be terminated at any time after date of execution of this Agreement after written notice from either

party to the other party.

SECTION FIVE

This Agreement shall be governed by, construed, and enforced in accordance with the law of Arkansas.

SECTION SIX

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

SECTION SEVEN

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION EIGHT

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

Each party has caused this Agreement to be executed at Fort Smith, Arkansas, on the date first indicated above.

City of Fort Smith, Arkansas

By:_____
Mayor

Daily & Woods, P.L.L.C.

By:_____
Authorized Representative

EXHIBIT "1" TO
LEGAL SERVICES AGREEMENT

2027 Billing Rate: $220.00 per hour – Attorney Services

2027 Billing Rate: $70.00 per hour – Paralegal Services

1. Except as provided in 2 below, compensation for services shall be on a time spent basis at the rates indicated. Time shall be kept in increments of .1 per hour. Monthly bills shall be presented generally in the attached form, and the City may reasonable request additional separate billings by project or other categories as to which separately maintained and billed time would be convenient for the City. Additionally, all actual expenses incurred, e.g., copying, postage, long distance phone calls, travel, etc., are to be reimbursed to Daily & Woods, P.L.L.C., by the City.

2. Compensation for legal services provided by attorney on City bond issues will be negotiated through the City's selected bond counsel for the individual bond issue. Compensation for legal services provided by attorney to protect the interests of the City in bond issues requested by third parties (i.e., industrial development revenue bond issues) will be negotiated by attorney directly with and paid by the third party requester.