

**REPORT OF THE
EXECUTIVE
SUBCOMMITTEE OF THE
ARKANSAS LEGISLATIVE
COUNCIL
August 27, 2021**

Senator Terry Rice, Co-Chair	Representative Jeff Wardlaw, Co-Chair
Senator Missy Irvin, Vice Co-Chair	Representative Jim Dotson, Vice Co-Chair
Senator Cecile Bledsoe	Representative Matthew J. Shepherd
Senator Jimmy Hickey, Jr	Representative Kenneth B. Ferguson

**August 13, 2021
Emergency Action**

On August 13, 2021, emergency action was taken by the Co-Chairs of the Legislative Council, pursuant to Rule 16 of the Rules of the Legislative Council, to allow the Bureau of Legislative Research to enter into an agreement with Dover, Dixon, Horne, PLLC, for provision of outside legal counsel in the matter of *Veronica McClane, et al v. State of Arkansas, et al*, Case No. 60CV-21-4692. A copy of the Emergency Action Report and the agreement are attached hereto.

August 25, 2021 Meeting

We, the Executive Subcommittee of the Arkansas Legislative Council, met at 9:00 a.m. on August 25, 2021 in Room A of the Big MAC Building, Little Rock, Arkansas. Co-Chair Jeffrey Wardlaw called the meeting to order and saw a quorum of members present.

Co-Chair Wardlaw recognized Mr. Patrick Klein, Mr. Matt Kersting, Ms. Kirsten Schatten, and Mr. Ken Vieira, of Segal Group, Inc. to present the PowerPoint presentations regarding Financial Considerations and Medicare Advantage.

Co-Chair Wardlaw recognized members for questions after the presentation. Co-Chair Wardlaw also recognized Mr. Jake Bleed, Director of Employee Benefits Division, Department of Transformation & Shared Services (DTSS), to respond to questions.

There being no further business before the subcommittee, this meeting was adjourned.

August 26, 2021 Meeting

We, the Executive Subcommittee of the Arkansas Legislative Council, met at 9:00 a.m. on August 26, 2021 in Room A of the Big MAC Building, Little Rock, Arkansas. Co-Chair Jeffrey Wardlaw called the meeting to order and saw a quorum of members present.

Co-Chair Wardlaw recognized Representative Vivian Flowers to provide an update on the proposed ALC Rules amendment. Representative Flowers stated she is withdrawing the proposal at this time.

Co-Chair Wardlaw recognized Mr. Johnny Key, Commissioner, and Mr. Greg Rogers, Assistant Commissioner of Fiscal and Administrative Services, Arkansas Department of Education (ADE), to respond to questions that were asked by members at the ALC- Executive Meeting held on August 25, 2021, regarding funding for the Public School Employee Health Care Plan.

Co-Chair Wardlaw then recognized Ms. Joanna Balogh - Reynolds, Mr. Patrick Klein, Mr. Matt Kersting, and Ms. Kirsten Schatten, with Segal Group, Inc., to provide follow-up information from the July 2021 ALC - Executive meeting and to present the PowerPoint presentation on Bariatric Surgery and Diabetes.

There being no further business before the subcommittee, this meeting was adjourned.

Respectfully submitted,

Senator Terry Rice and Representative Jeff Wardlaw, Executive Subcommittee Co-Chairs

TR/JW/MG:sla

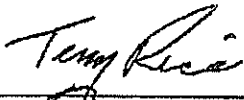
**Arkansas Legislative Council Report
For Emergency Review of
Employment of Outside Legal Counsel
August 13, 2021**

On August 13, 2021, Senator Terry Rice and Representative Jeff Wardlaw, Co-Chairs of the Legislative Council, were notified of a request for emergency action from Speaker of the House Matthew Shepherd and President Pro Tempore of the Senate Jimmy Hickey, Jr. for the approval of an agreement to retain outside legal counsel services between the Bureau of Legislative Research and Dover Dixon Horne PLLC in the matter of *Veronica McClane, et al v. State of Arkansas, et al*, Case No. 60CV-21-4692, in the Pulaski County Circuit Court. Expedited approval of the agreement was required due to pending legal deadlines in this matter which will pass prior to the next meeting of the Legislative Council.

Under Rule 16 of the Rules of the Arkansas Legislative Council, Senator Terry Rice and Representative Jeff Wardlaw, Co-Chairs of the Legislative Council, have determined that emergency review and approval of the legal services agreement between the Bureau of Legislative Research and Dover Dixon Horne PLLC is necessary in order to meet the upcoming legal deadlines.

This action is taken by the Co-Chairs on behalf of the Legislative Council and shall be reported to the Legislative Council at its next regularly scheduled meeting, in accordance with Rule 16. A copy of the agreement is attached hereto.

Respectfully Submitted,



Senator Terry Rice, Co-Chair
Arkansas Legislative Council



Representative Jeff Wardlaw, Co-Chair
Arkansas Legislative Council

DOVER DIXON HORNE PLLC

Attorneys at Law

CYRIL HOLLINGSWORTH
MICHAEL O. PARKER
JOSEPH H. PURVIS
JOHN B. PEACE
MICHAEL G. SMITH
GARY B. ROGERS
JAMES PAUL BEACHBOARD
CAL McCASTLAIN
MARK H. ALLISON
RANDALL L. BYNUM
TODD WOOTEN
T.J. LAWHON
MATTHEW C. BOCH

THOMAS S. STONE
STEVE L. RIGGS
GARLAND W. BINNS
WILLIAM DEAN OVERSTREET
MONTE D. ESTES
STEPHEN R. GILES II
CARL F. (TREY) COOPER
ADRIENNE M. GRIFFIS
WILLIAM OGLES
ELI BAUER
MICHAEL POLLOCK

425 W. CAPITOL AVE STE 3700
LITTLE ROCK, ARKANSAS 72207-3465
TELEPHONE (501) 375-9151
FACSIMILE (501) 375-6484

www.doverdixonhorne.co

DARREL D. DOVER (1933-2009)
PHILLIP E. DIXON (1932-2005)
ALLAN W. HORNE (1932-2018)



August 13, 2021

Marty Garrity
Bureau of Legislative Research
1 Capitol Mall, Fifth Floor
Little Rock, AR 72201

**Re: Representation in Pulaski County, Arkansas Circuit Court Case
No. 60CV-21-4692 consolidated with No. 60CV-21-4763, and appeals**

Dear Ms. Garrity:

Thank you for contacting us concerning the need for the above noted legal representation. We note that the Bureau is hiring outside legal counsel to represent the legislative members who are parties to the above-referenced litigation and the General Assembly's interests, pursuant to its authority granted by Arkansas Code Ann. § 10-3-303(h), which requires the approval of the Executive Subcommittee of the Legislative Council. Our firm is pleased to accept this representation and we look forward to working with you on this matter. This letter will explain our respective roles in helping you and our practices concerning fees and cost reimbursements.

Our services will include our good faith efforts to obtain the best results we are able to secure for you under the circumstances as they develop in connection with our engagement described above, consistent with our professional standards of conduct. Conversely, we will need your help to assist us in this matter; keep us informed; and consult with us about your thoughts and preferences, as the circumstances dictate.

We will bill you monthly for services we have performed at the rates set for each attorney on this matter. At the present, I intend to handle this matter at an hourly rate of \$395.00 per hour. Mark Allison will assist me at the same hourly rate. We may use other attorneys in our firm as availability dictates with a view toward providing you our best service on an efficient and effective basis. Our other billing practices are discussed in the Statement of Billing and Fee Arrangements attached to this letter.

We reserve the right to withdraw as counsel in the event that: (i) you decline to authorize services on our part which in our opinion would not allow us to properly protect your interests in a professional manner; (ii) we are unable to agree on an appropriate

means of attempting to accomplish the purposes of this engagement consistent with standards of ethical conduct deemed suitable by our firm; (iii) a material conflict of interest develops which cannot be eliminated to everyone's satisfaction; or (iv) prompt payment of any billing is not made.

In the event of such withdrawal, we would not be obligated to obtain substitute counsel, and any such withdrawal would not affect our rights to collect for costs incurred and services performed pursuant to this engagement. You, of course, would be entitled at any time to terminate our representation, subject to payment for our services rendered as provided herein.

No settlement or resolution of any matter within the scope of this engagement could or would be effected without your authorization.

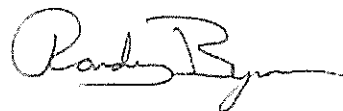
Dover Dixon Horne PLLC hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the agreement not to engage in, a boycott of Israel.

If you have any questions or comments concerning this letter, or if any of these terms of representation are not satisfactory for any reason, please let us know. If satisfactory, please signify your acceptance and authorization for us to proceed on your behalf by signature below and pdf, fax or mail a copy of this letter to us along with a copy of the Executive Subcommittee's approval of this engagement.

Thank you for selecting me and our firm.

Very truly yours,

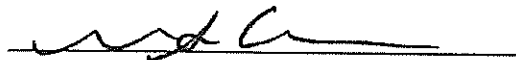
DOVER DIXON HORNE PLLC



Randall L. Bynum

ACCEPTED:

By:



Date:

8/13/21

DOVER DIXON HORNE PLLC

Statement of Billing and Fee Arrangements

Thank you for giving us the opportunity to serve you. Our objective is to provide you with the highest quality and most efficient legal services possible. Our relationship will be better if we start it with a mutual understanding about fees and their payment. Unless a special engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters you refer to us.

Fees. The amount of actual time spent by lawyers (and some instances by paralegals or clerks), subject to certain adjustments, is, in most engagements, the primary basis of the fee to be charged. Each lawyer in our firm has an hourly billing rate and records his or her time in tenths of an hour as the work is performed. In addition to time incurred, we may also take into account such other factors as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors which will enable us to charge a fair fee. In those few instances where the nature of the work requires intensive efforts of our lawyers and staff in an engagement, that factor of the engagement will be taken into account.

Our current hourly rates for lawyers range from \$225 to \$525 depending primarily on the particular lawyer's experience and expertise, and the nature of the work. Our general schedule of rates is revised on January 1 each year. Revised rates are implemented without further notice.

Work Assignments. The lawyer principally responsible for your file may assign parts of your work to other lawyers or other personnel in the office under his or her supervision. The supervising lawyer will continue to be responsible to you for the entire assignment and will be available to discuss the use of other personnel with you. Our practice is to have your work performed at the lowest billing rate by attorneys having the appropriate experience and expertise for the matter at hand. Our goal is to produce the highest quality of legal work at the most reasonable cost to you.

Storage of Files. During this engagement we will maintain a separate file for the work performed by our firm on your behalf. This file will include documents and other materials furnished by you or on your behalf in addition to documents and materials generated by our firm. After the conclusion of the engagement, we will maintain the file in storage for a period of time appropriate to the nature of the engagement. Eventually we will destroy all contents of this file. Consequently, if there are any documents or other materials you wish to preserve when the engagement is concluded, you should request such documents or materials from our firm at the earliest practicable dates after the conclusion of the engagement.

Disbursements on Your Account. Statements will normally be rendered monthly for work done the previous month, covering and identifying services rendered, disbursements and other charges. These disbursements and charges include expenses incurred and paid by us on your behalf such as special postage, delivery charges, telecopy charges, travel, photocopying, and use of providers of special services such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees and so on. Except for specialized word processing services, we normally do not make a separate charge for stenographic or word processing work unless there is an unusual situation arising out of your needs that requires overtime staff work. We may request that large disbursement items be billed directly to you for payment.

Payment. Payment will be due upon receipt of our statement. If we do not receive comment about the statement within 15 days of the statement date, we will assume you have seen the bill and find it acceptable. Payment should be made by check or draft payable to "Dover Dixon Horne PLLC." If any of our statements remain unpaid for more than 60 days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of the arrearage and prospective future fees.

Statements unpaid after 60 days may be subject to a late charge computed on the basis of the highest interest rate permitted under Arkansas law on the date of mailing of the overdue invoice. The charge will commence at the invoice mailing date and continue until paid. In addition, the firm has collection procedures which it will follow to ensure that the account is paid. In fairness to most of the firm's clients who pay their bills each month, these collection procedures and the late payment charge have been established so that the minority of clients whose accounts become delinquent will bear the firm's cost of such delinquent accounts.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all these matters, including the amount of our statements, and we encourage you to be frank about them.

January 2021