

RESOLUTION NO. R20-02

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT FOR THE CITY'S PROSECUTOR DUTIES BETWEEN THE
CITY OF LAUREL AND THOMPSON PAINTER LAW, PC.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The contract negotiated between the City of Laurel and Thompson Painter Law, PC for the City Prosecutor duties is accepted and hereby approved. A copy is attached hereto for convenience.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute said agreement on behalf of the City.

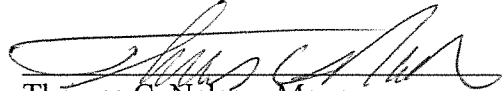
Section 3: Effective date. The effective date for the attached contract is hereby approved effective January 1, 2020.

Introduced at a regular meeting of the City Council on January 14, 2020, by Council Member Wilke.

PASSED and APPROVED by the City Council of the City of Laurel, Montana, this 14th day of January 2020.

APPROVED by the Mayor this 14th day of January 2020.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, City Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into by and between the City of Laurel, hereinafter referred to as Client, and Thompson Painter Law, PC hereinafter referred to as "Attorney."

ATTORNEY CLIENT RELATIONSHIP: Client hereby employs Attorney to exercise the criminal prosecutorial duties of the City Attorney for Client, which includes the provision of prosecution services for Client for matters assigned and directed by Client. Client's Mayor shall be the primary contact for Attorney and shall assign and direct the Attorneys' provision of criminal prosecution services in city court as well as all subsequent appeals. Attorney agrees to provide his/her own office, staff and equipment at no additional charge to Client. Client agrees to provide on-site workspace for Attorney immediately prior to and during any required court appearances. Client also agrees to provide copy paper upon request for services under this contract. Attorney agrees to spend a minimum of two (2) hours per week at Laurel City Hall in order to meet with pro se criminal defendants living in the Laurel area.

FEES: For services performed for Client by Attorney, Client agrees to pay Attorney the flat rate of \$5,600.00 for services performed for Client by Attorneys from January 1, 2020 to December 31, 2020. In addition to the fees provided above, Client agrees to reimburse Attorneys for costs incurred during the course of representation. Attorney agrees to provide Client an invoice each and every month itemizing services rendered and costs incurred each and every month. Client agrees to pay Attorney each and every month for services rendered and costs incurred. Client understands that Attorney billing schedule is monthly.

COSTS: Costs are defined as all filing fees, court costs, subpoena costs, certified driving records for defendants, mail costs, copies of video-taped or DVD evidence, depositions, court report charges, expert witness fees, expert reports, witness statements, and travel expenses except as set forth herein, and any other disbursements or expenses incurred by Attorneys while representing Client. Photocopies shall be reimbursed at \$.05 per page. These costs may be billed monthly by Attorneys and, if unpaid, shall bear interest at the rate of one percent (1%) per month.

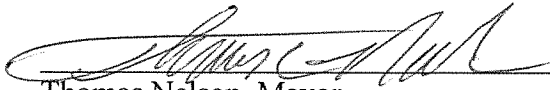
Travel costs beyond local travel shall be undertaken only upon Client's request. Client shall reimburse Attorney his/her actual costs of travel (other than local) and pay per diem at rates established by the State of Montana.

DURATION: This contract shall immediately commence on January 1, 2020 and continue until December 31, 2020. Attorney agrees to assist with the transition when a new Prosecutor is contracted.


MODIFICATION AND TERMINATION: This contract or any provision thereof may be modified at any time upon mutual consent expressed in a mutually signed writing. The contract may be terminated at any time by either party without cause.

DATED this 14 day of January, 2020.

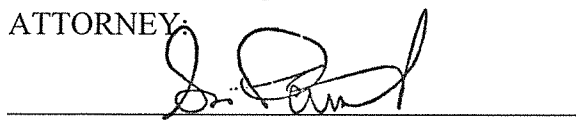
CITY OF LAUREL


Thomas Nelson, Mayor

ATTEST.


Bethany Langve, Clerk/Treasurer

ATTORNEY.


Sam S. Painter, Thompson Painter Law, PC