

**RESOLUTION NO. R22-04**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THOMPSON PAINTER LAW PC FOR THE PROVISION OF CIVIL LEGAL SERVICES FOR THE CITY OF LAUREL.**

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

Section 1: Approval. The Agreement between the City of Laurel and Thompson Painter Law PC, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on January 25, 2022, by Council Member Mountsier.

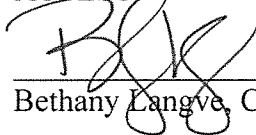
PASSED and APPROVED by the City Council of the City of Laurel this 25<sup>th</sup> day of January 2022.

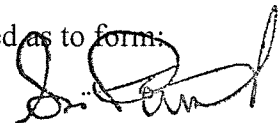
APPROVED by the Mayor this 25<sup>th</sup> day of January 2022.

CITY OF LAUREL

  
Dave Waggoner, Mayor

ATTEST:

  
Bethany Langve, Clerk-Treasurer

Approved as to form:  
  
Sam S. Painter, Civil City Attorney

**CIVIL CITY 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 and perform the civil duties of the City Attorney for Client, which includes all civil 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 services. Attorney agrees to provide his/her own office, staff and equipment at no additional charge to Client.

**FEES AND BILLING:** For services performed for Client by Attorney, Client agrees to pay Attorney \$200.00 per hour. In addition to the fees provided herein, Client agrees to reimburse Attorney 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.

**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 22, 2022 and continue until terminated by the Parties. Attorney agrees to assist the newly retained City Attorney during the transition period.


**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 25<sup>th</sup> day of January, 2022.


CITY OF LAUREL

  
\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST

  
\_\_\_\_\_  
Bethany Langve, Clerk/Treasurer

ATTORNEY

  
\_\_\_\_\_  
Sam S. Painter, Thompson Painter Law PC