

RESOLUTION NO. R22-08

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH MERIDIAN LAW PLLC FOR THE PROVISION OF CIVIL CITY ATTORNEY 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 Meridian Law, PLLC, a copy attached hereto and incorporated herein, is hereby approved.

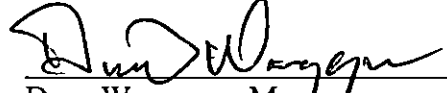
Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the Agreement on behalf of the City.

Introduced at a regular meeting of the City Council on February 8, 2022, by Council Member Mize.


PASSED and APPROVED by the City Council of the City of Laurel this 8th day of February 2022.

APPROVED by the Mayor this 8th day of February 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 Meridian Law, PLLC 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 \$6,000 per month, to be billed bi-monthly by the first and third Thursday of each month. Invoice must include Client name, invoice number, dates of service covered, amount billed, and date of invoice. In addition to fees provided herein, Client agrees to reimburse Attorney for costs as defined below. Attorney agrees to provide Client an itemized invoice, separate from the fee invoice, for costs incurred.

COSTS: Costs are defined as all filing fees, court costs, subpoena costs, certified driving records for defendants, mailing costs, copies of video-taped or DVD evidence, depositions, court report charges, expert witness fees, expert reports, witness statements, 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 February 8th, 2022 and continue until terminated by the Parties.

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 with a 30 (thirty) day written notice.

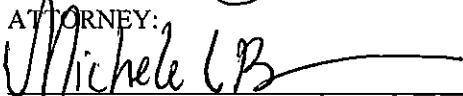
DATED this 8th day of February 2022.

CITY OF LAUREL


Dave Waggoner, Mayor

ATTEST


Bethany Langve, Clerk/Treasurer

ATTORNEY:


Michele Braukmann, Meridian Law, PLLC