

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
EMPLOYMENT CONTRACT FOR THE PROVISION OF THE CITY'S CIVIL
MATTERS FOR A TERM AND APPOINTMENT OF TWO YEARS.**

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 Sam Painter for the City Attorney, City's Civil Matters, is accepted and 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.

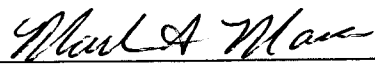
Section 3: Effective date. The effective date for the attached contract is hereby approved upon approval by the City Council.

Introduced at a regular meeting of the City Council on January 20, 2015, by Council Member Dickerson.

PASSED and APPROVED by the City Council of the City of Laurel this 20th day of January, 2015.

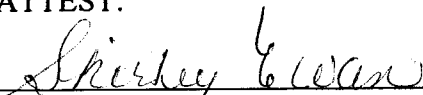
APPROVED by the Mayor this 20th day of January, 2015.

CITY OF LAUREL

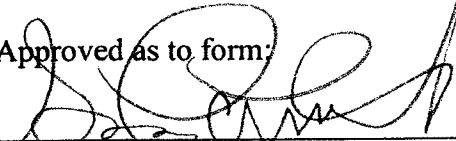


Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

EMPLOYMENT CONTRACT

Civil City Attorney

This employment contract is made and effective this 20th day of January, 2015, by and between the City of Laurel, Montana, hereinafter referred to as "City" and Sam S. Painter, hereinafter referred to as the "Employee." When the term "parties" is utilized in this contract, the term means the "City and Employee," jointly.

In consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. **Employment.** City hereby appoints and employs Employee as its City Attorney for civil matters as provided in §7-4-4602 M.C.A. Employee hereby accepts such employment, upon the terms and conditions set forth in this written contract of employment. The Parties intend to create a written contract of employment in accordance with MCA §39-2-912(2) and therefore agree that this contract constitutes the entire agreement between the Parties and that no oral promises, representations or warranties have been made or are an enforceable part of this contract.

1.1 Employee shall serve as the City's Civil City Attorney. The City has classified the position as an exempt/non-union position. Employee shall commence employment under this contract upon approval of this contract by the City Council.

1.2 Employee shall perform the essential duties and responsibilities of the City's City Attorney for civil matters and shall report directly to the City's Mayor and/or CAO. Employee further agrees to assist City's Prosecuting Attorney on an as needed basis pursuant to the City's Prosecutor Contract.

2. **Salary.** City shall compensate Employee as follows:

2.1 City shall pay Employee for his services rendered pursuant hereto an annual salary of \$32,400 per year, payable in installments at the same time as other employees of the City are paid, with an additional \$13,200 for the City's group health insurance benefit. Employee may be eligible for an annual increase in the salary provided based on negotiation and agreement with the Mayor and/or CAO and approval of the City Council. All increases must be incorporated into the City's annual budget.

2.2 **Expenses and Costs:** City recognizes that certain expenses and costs of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay reasonable expenses and costs, upon approval by the Mayor or CAO, the City Clerk is hereby authorized to disburse such monies upon receipt of a duly executed invoices detailing the specific costs incurred while providing representation hereunder. Employee may submit such invoices on a monthly basis.

2.3 **Taxes:** All payments made to and on behalf of Employee under this contract are subject to withholding of any required federal, state or local income and employment taxes.

3. **Term.**

3.1 The term of this contract shall be for two (2) years commencing the date execution by the Parties and approved by the City Council.

3.2 Nothing in this contract shall prevent, limit or otherwise interfere with the authority of the Mayor, with the concurrence of the City Council, to terminate the services of Employee at any time, upon thirty days written notice.

3.3 Nothing in this contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with City upon thirty days written notice.

3.4 The Parties agree that Employee is not employed full time and Employee may maintain his current private practice so long as satisfactory legal services are provided hereunder.

4. **Suspension.** The Mayor may suspend the Employee in accordance with the City's Personnel Policy Manual at any time during the term of this contract.

5. **Benefits.** The City shall provide Employee similar health benefits provided its other non-union employees under the City's Personnel Policy Manual and as required by applicable state and federal law.

6. **Representations and Warranties.** Employee represents that he/she shall maintain the standard of personal and professional conduct and licenses required by City and Montana law.

7. **Termination of Employment.**

7.1 This contract and Employee's employment immediately terminate upon Employee's death or finding or determination of a disability that prevents the Employee from performing the essential duties and responsibilities of the position.

7.2 Either party may terminate this contract with or without cause upon thirty-day written notice.

7.3 If Employee's termination results from death, disability or cause, City's final compensation to Employee is limited to payment for services rendered to date and payment for any accrued and remaining benefits provided pursuant to the City's Personnel Policy Manual.

8. **Confidentiality.** Employee acknowledges that during his course of employment, he/she might obtain and gather confidential information regarding the City's operations or employees. Employee further acknowledges that all confidential information is the City's property and in no event shall Employee disclose such information to any person or entity unless disclosure is requested by the City or required by law.

9. **Performance Evaluation.** The Mayor and/or CAO may review and evaluate the performance of Employee on an annual basis.

10. **Professional Development.** City shall include expenses of Employee for training provided by the League of Cities and Towns and/or its Insurer specific to City Attorneys as necessary for his professional development for the good of the City. The Mayor and/or CAO may also approve additional training if deemed in the best interest of the City.

11. **Bonding.** City shall bear the full cost of any fidelity or other bonds provided by its insurer.

12. **Other Terms and Conditions of Employment.** The Mayor and/or CAO, in consultation with the Employee, shall fix other terms and conditions of employment, as they may determine necessary from time to time, relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this contract, the City's Charter, Ordinances or any other applicable law.

13. **Indemnification.** City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon. The obligations of City under this section shall not apply if:

13.1 The conduct of Employee complained of constitutes oppression, fraud or malice, or for any reason does not arise out of the course and scope of Employee's employment; or,

13.2 The conduct of Employee complained of constitutes a criminal offense as defined under Montana law; or,

13.3 Employee compromised or settled the claim without the consent of City; or,

13.4 Employee fails or refuses to cooperate reasonably in the defense of the case.

14. **Miscellaneous.** This Contract contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Contract may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought. This Contract shall be construed and enforced in accordance with the City's Charter, Ordinances and applicable laws of the State of Montana.

15. **Personal Contract.** The obligations and duties of the Employee hereunder shall be personal and not assignable to any person or entity, although the contract is binding and shall inure to the benefit of Employee's heirs and executors at law.

16. **Notices.** Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Services, postage prepaid, addressed as follows:

(1) **CITY:** Office of the Mayor, P.O. Box 10, Laurel, MT 59044; and

(2) **EMPLOYEE:** P.O. Box 1074, Billings, Montana 59103

17. **Renegotiation.** The Parties may commence negotiation of a subsequent employment contract at any time prior to the expiration of this contract. The terms and conditions of this contract shall remain in effect until repealed or replaced by a subsequent contract.

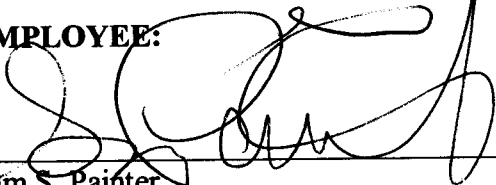
IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF LAUREL



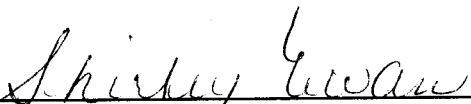
Mayor

EMPLOYEE:



Sam S. Painter

ATTEST:



Shirley Ewan, Clerk/Treasurer