

**RESOLUTION NO. R16-51**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT FOR THE CITY PROSECUTOR POSITION BETWEEN THE  
CITY OF LAUREL AND ELK RIVER LAW OFFICE.**

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 Elk River Law Office for the City Prosecutor position 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 July 1, 2016.

Introduced at a regular meeting of the City Council on July 5, 2016, by Council Member Poehls.

PASSED and APPROVED by the City Council of the City of Laurel this 5<sup>th</sup> day of July, 2016.

APPROVED by the Mayor this 5<sup>th</sup> day of July, 2016.

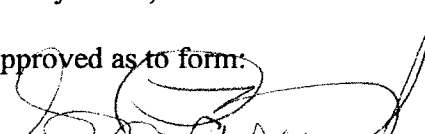
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, 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 Elk River Law Office hereinafter referred to as "Attorneys."

**ATTORNEY CLIENT RELATIONSHIP:** Client hereby employs Attorneys to exercise the prosecutorial duties of the City Attorney for Client, which are to include the provision of prosecution services for Client for matters assigned and directed by Client. Client's Mayor and/or Chief Administrative Officer shall be the primary contact for Attorneys and shall assign and direct the Attorneys' provision of criminal prosecution services. Attorneys agree to provide their own office, staff and equipment at no additional charge to Client. Client agrees to provide on-site workspace for Attorneys immediately prior to and during any required court appearances. Client also agrees to provide copy paper upon request for services under this contract. Attorneys agree 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. The Parties agree and acknowledge that §7-4-4602(2) M.C.A., requires the appointed City Attorney to "hold office" for two years, however, Attorneys specifically agree to exercise Client's City Attorney duties listed herein pursuant to the duration provision provided in this Contract. Further, Attorneys specifically waive any right or obligation for a two-year appointment.

**FEES:** For services performed for Client by Attorneys, Client agrees to pay Attorneys the rate of \$4,583.33 per month or \$55,000 per year. In addition to the fees provided above, Client agrees to reimburse Attorneys for costs incurred during the course of representation. Attorneys agree to provide Client an invoice each and every month itemizing services rendered and costs incurred each and every month. Client agrees to pay Attorneys 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 Attorneys their actual costs of travel (other than local) and pay per diem at rates established by the State of Montana.

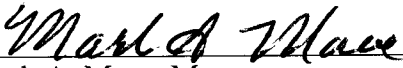
**DURATION:** This contract shall immediately commence on July 1, 2016 and shall continue until June 30, 2017. Each party reserves the right to re-negotiate any material term of this contract prior to its expiration on June 30, 2017. At any rate, either

party may terminate this agreement at any other time for any reason upon thirty (30) days written notice provided to the other party.


**MODIFICATION:** This contract or any provision thereof may be modified at any time upon mutual consent expressed in a mutually signed writing.

DATED this 5<sup>th</sup> day of July, 2016.

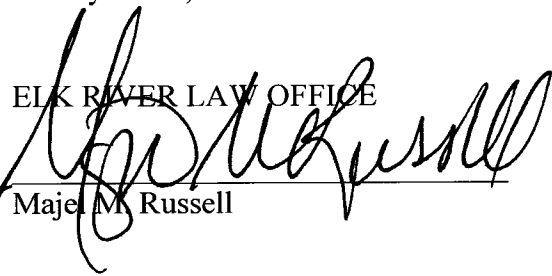
CITY OF LAUREL

  
\_\_\_\_\_  
Mark A. Mace, Mayor

ATTEST:

  
\_\_\_\_\_  
Shirley Ewan, Clerk/Treasurer

ELK RIVER LAW OFFICE

  
\_\_\_\_\_  
Majel M. Russell