

RESOLUTION NO. 3189

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF RED LODGE, MONTANA, APPROVING A CONTRACT FOR SERVICES WITH ELK RIVER LAW OFFICE P.L.L.P. AS CIVIL ATTORNEY FOR THE CITY.

WHEREAS, the City Council for the City of Red Lodge has conducted a competitive search for legal counsel to represent the City with regard to civil matters and previously authorized the mayor to make an offer to Elk River Law Office, P.L.L.P. for their services; and

WHEREAS, the City Council for the City of Red Lodge has received a proposed "Attorney Contract" which has been negotiated in keeping with requirements of the City, and it is in the best interests of all parties concerned to formalize this agreement.

NOW THEREFORE, BE IT RESOLVED:

1. The City Council resolves to approve that certain "Attorney Contract" attached hereto and made a part of this resolution.
2. The City Council resolves and directs the mayor to enter into the aforementioned Attorney Contract on behalf of the City and to take such necessary and prudent administrative action(s) to budget for obligations incurred by the City to implement that contract.
3. The City Council resolves to have the City take such other and further action to implement and carry out said Attorney Contract in accordance with the intent of this Resolution.

PASSED and APPROVED by the Red Lodge City Council this 9th day of August 2005.

FOR THE CITY OF RED LODGE, MT

By:


Richard C. Gessling, Mayor

Attest:


Debbie Tomicich, City Clerk

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into by and between the City of Red Lodge, P.O. Box 9, Red Lodge, Montana 59068, hereinafter referred to as "Client", and Elk River Law Office P.L.L.P., PO Box 928, Billings, Montana 59103, hereinafter referred to as "Attorneys".

ATTORNEY CLIENT RELATIONSHIP: Client hereby retains Attorneys to exercise the duties of the Civil Attorney for Client, and such civil legal services for Client as Client may require. Additionally, Attorneys agree to assume prosecutorial functions in support of the Client's Prosecutor for misdemeanor crimes if Client's criminal prosecuting attorney is unable to do so for whatever reason. Client's Mayor and/or Administrative Assistant shall be the primary contact for Attorneys who shall assign and direct the Attorneys. Attorneys shall provide their own office and clerical staff at no additional charge to Client, although Client will make available such office and clerical support as needed by Attorneys within the City Hall.

FEES: For services performed as provided immediately above, Client agrees to pay Attorneys at the rate of \$80.00 per hour; plus costs as provided below. Attorneys acknowledge the Client's project budget for this position is \$29,500 for FY 2005-06 and that billing cannot exceed that amount without prior approval of the Council. Also, Attorneys shall charge Client one (1) billable hour (\$80.00) for travel ("local travel") time between Billings and Red Lodge – round trip. Attorneys shall not charge additional mileage for local travel. Attorneys agree to provide Client an invoice each month for the term of this Agreement itemizing services rendered and costs incurred each and every month. Client agrees to pay Attorneys for services rendered and costs incurred on each invoice as received. Client understands that Attorney billing schedule runs from the 20th to the 20th.

COSTS: Costs are defined as all filing fees, court costs, subpoena costs, long distance telephone, telefax, certified driving records for defendants (if necessary), photocopying charges, depositions, court reporter charges, expert witness fees, expert reports, witness statements, westlaw charges for specific research, travel costs as described below, and any other disbursements or expenses incurred by Attorneys incurred as the result of representing Client. These costs may be billed monthly by Attorneys and, if unpaid, shall bear interest at the rate of one percent (1%) per month after thirty (30) days.

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.

TERM: This contract shall immediately commence on September 1, 2005 and shall continue at-will until terminated by either party upon thirty (30) days written notice for any reason.

MODIFICATION: This contract or any provision thereof may be modified, revised, amended or deleted at any time upon mutual consent expressed in a signed writing ratified by the Red Lodge City Council.

DATED this 9th day of August, 2005.

CITY OF RED LODGE

By: Richard C. Gessling
Richard C. Gessling, Mayor

ATTEST:

Debbie Tomicich
Debbie Tomicich, Clerk-Treasurer

Elk River Law Office, P.L.L.P.:

Sam Painter, Partner