

## ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into by and between the City of Red Lodge, hereinafter referred to as Client, and Sam S. Painter, Thompson Painter Law, PC, 176 South 32<sup>nd</sup> Street West, Suite 4, Billings, Montana 59102, hereinafter referred to as "Attorneys".

**ATTORNEY CLIENT RELATIONSHIP:** Client hereby employs 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 Community Development Director shall be the primary contact for Attorneys who shall assign and direct the Attorneys' provision of civil legal services. 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 City Hall.

**FEES:** For services performed for Client by Attorneys, Client agrees to pay Attorneys \$95.00 per hour; plus costs as provided below. Also, Attorneys shall charge Client one (1) billable hour 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 a detailed bill 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.

**COSTS:** Costs are defined as all filing fees, court costs, subpoena costs, long distance telephone, telefax, and photocopying charges, depositions, court report charges, expert witness fees, expert reports, witness statements, mileage, Loislaw charges, travel costs as described below, and any other disbursements or expenses incurred by Attorneys while 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.

Travel costs beyond local travel shall be undertaken only upon Client's request. Client shall reimburse Attorneys their actual costs of travel and pay per diem at rates established by the State of Montana.

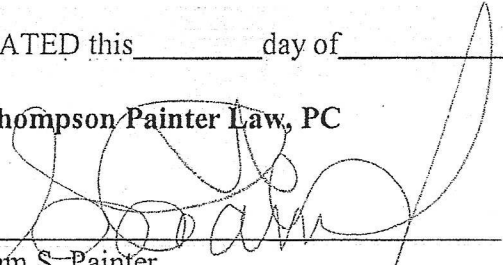
**TERM:** This contract shall immediately commence upon execution and shall continue at-will until terminated by either party upon thirty (30) days written notice for any reason.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Thompson Painter Law, PC**

By:

  
\_\_\_\_\_  
Sam S. Painter

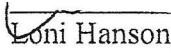
**City of Red Lodge:**

By:

\_\_\_\_\_  
Ed Williams, Mayor

**ATTEST:**

By:

  
\_\_\_\_\_  
Loni Hanson, City Clerk