

**AGREEMENT FOR CIVIL AND PROSECUTING LEGAL SERVICES FOR
THE CITY OF SIDNEY, MONTANA**

This Agreement for Legal Services (“AGREEMENT”), effective July 1, 2024, is entered into by and between the CITY OF SIDNEY, 115 2nd Street SE, Sidney, Montana, 59270, a municipal corporation of the State of Montana, hereafter the “CITY”, and Kalil Law Firm, PLLC, 1802 13th Ave West, Williston, North Dakota, 58801, hereafter “KALIL”.

RECITALS

The CITY desires to obtain civil and prosecuting legal services, advice, representation, and advocacy from KALIL. KALIL intends to provide attorneys who are licensed to practice law in the State of Montana and who will provide civil and prosecuting legal services to the CITY according to the terms of the AGREEMENT.

AGREEMENT

The parties to this AGREEMENT, intending to be legally bound and in consideration for the mutual promises contained herein, agree as follows:

1. **APPOINTMENT.** Pursuant to § 7-4-4602(1), Mont. Code Ann., subject to the approval of the City Council, the Mayor hereby appoints KALIL to serve as civil City Attorney for the CITY.

2. **SCOPE OF SERVICES.** KALIL shall provide attorneys from its firm who are licensed to practice law in the State of Montana. KALIL will provide civil and prosecuting legal services as prescribed by Montana law and as requested by the City Council. KALIL shall use its best efforts to provide competent, professional, and efficient legal services. It will consult with the CITY concerning the goals of representation and keep the CITY advised about services provided and actions taken on behalf of the CITY and actions taken by other persons, entities, or agencies which may impact the CITY.

The legal services to be provided by KALIL shall include the following:

- (a) Serving as general civil legal counsel to the CITY providing routine legal assistance, advice and consultation to the CITY relating to land use, general municipal law issues, routine real estate matters, enforcement of the CITY Codes and Ordinances, potential tort liability and risk management, and the entry of contracts and agreements;
- (b) As necessary and requested by the Mayor, attend City Council meetings and any special council meetings, committee meetings, and meetings with CITY staff;
- (c) Prepare and review legal opinions, resolutions, agreements and related documents and provide routine review and amendment of CITY ordinances;

- (d) Provide legal assistance and advice relating to routine personnel and employment matters;
- (e) Monitor pending state and federal legislation and regulations and new case law as appropriate;
- (f) Appear before the city court and other courts and prosecute on behalf of the city; and
- (g) Perform additional routine legal services as may be requested by the City Council or Mayor.

KALIL agrees to provide its own offices and staff, at its own expense, to assist in its performance under this AGREEMENT.

3. **TERM.** Pursuant to § 7-4-4602(2), Mont. Code Ann., this AGREEMENT will run from July 1, 2024, through June 30, 2026, unless terminated sooner as provided under Montana law or for reasons for termination agreed upon herein. This AGREEMENT may upon mutual agreement, in writing, between the parties and according to the terms of the existing AGREEMENT, be renewed, extended or restricted to any other interval or term.

4. **COMPENSATION.** The CITY shall pay KALIL monthly for legal services at the hourly rate of \$200 per hour. Compensation of legal fees under this Agreement for civil legal services is not to exceed \$36,000 per year unless mutually agreed to in writing. Compensation of legal fees for criminal prosecuting legal services will be billed separately and will be subject to a separate \$96,000 limit per year unless mutually agreed to in writing. Additionally, the CITY agrees to pay KALIL mileage at the applicable Federal rate.

5. **MONTHLY STATEMENTS.** KALIL shall submit itemized statements of all payments due and work performed under this AGREEMENT on a monthly basis to the City Clerk/Treasurer. All attorney services performed by KALIL shall be billed in increments of tenths of an hour. The statement shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, and any mileage eligible for reimbursement.

6. **INDEPENDENT CONTRACTOR.** No employment relationship is created by this AGREEMENT. KALIL shall for all purposes be an independent contractor to the CITY.

7. **CONFLICT OF INTEREST.** KALIL shall at all times avoid conflicts of interest in the performance of this AGREEMENT. In the event a conflict arises, KALIL shall immediately notify the CITY.

8. **NOTICE OF CLAIM.** KALIL shall immediately notify the Mayor, or his/her designee, of any claim, demand, complaint, or cause of action filed, delivered, or served on KALIL and the Mayor, or his/her designee, shall immediately notify KALIL to the same effect relative to anything filed, delivered, or served on the Mayor or the CITY.

9. **INSURANCE.** KALIL agrees to carry for the duration of this AGREEMENT professional and/or malpractice insurance in the amount not less than \$1,000,000.00. The foregoing insurance policy shall contain sixty (60) day notice of cancellation providing that notice shall be given the CITY not less than sixty (60) days prior to any termination or material modification of coverage.

10. **TERMINATION OF AGREEMENT.** At any time, upon forty-five (45) days written notice to the other party, either party may terminate this AGREEMENT for the following reasons:

- (a) If the other party fails to honor the terms herein;
- (b) For KALIL'S neglect, violation, or disregard of the duties required by law or the CITY'S ordinances;
- (c) If the CITY fails to cooperate, or unreasonably fails to follow KALIL'S advice on a material matter, or if the CITY insists that KALIL pursues objectives that are considered repugnant, imprudent, unprofessional, or unethical;
- (d) As allowed under Montana law and/or the Montana Rules of Professional Conduct;
or
- (e) Due to finances or other matters out of the hands of the CITY which necessitate the CITY to restructure its City Attorney position.

This AGREEMENT shall terminate upon expiration of the term discussed in paragraph 3 above unless renewed in writing by the parties.

11. **MUTUAL OBLIGATIONS UPON TERMINATION BY EITHER PARTY.** In the event either party terminates this AGREEMENT, KALIL shall cooperate with the CITY in transferring any files and assignments to the City Clerk/Treasurer or other person designated by the CITY pending hiring of another City Attorney. KALIL will further take reasonably practicable steps to protect the CITY's interest in open legal matters and provide legal services to the CITY through the effective termination date. The CITY shall take all steps necessary to facilitate the termination of this AGREEMENT and shall compensate KALIL as required in Section 4 herein for civil and prosecuting legal services rendered for the CITY through the effective termination date.

12. **DOCUMENTS AND FILES.** KALIL shall maintain any necessary documents, including electronic documents, relating to legal services performed for the CITY. KALIL will control the physical location of its legal files during the term of this AGREEMENT. Upon termination by any party or upon expiration of the term of this AGREEMENT, it is the CITY's duty to advise KALIL of documents in KALIL'S files the CITY wants made available. Upon the CITY's request for documents, KALIL shall deliver the requested documents to the CITY within a reasonable time after receipt of payment from the CITY for any outstanding fees, subject to applicable Montana Rules of Professional Conduct and ethical guidelines. KALIL shall retain any

remaining documents in its file for a certain period of time, after which KALIL will destroy them in accordance with its record retention program.

13. **INDEMNIFICATION.** KALIL shall protect, appear, defend, save harmless and indemnify the CITY, its agents, representatives, employees, and elected officials, from and against all claims, suits, actions, fees, costs, losses, liabilities or damages arising from the negligent actions or omissions of KALIL, its employees or agents, in KALILS' performance under the AGREEMENT.

14. **NON-DISCRIMINATION.** During the performance of the AGREEMENT, KALIL agrees that all hiring by it of persons performing under this AGREEMENT will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

Additionally, KALIL shall not, on the grounds of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law: (a) deny any individual services or benefits provided under the AGREEMENT; (b) subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the AGREEMENT; and (c) deny any individual an opportunity to participate in any program or services provided by the AGREEMENT.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This AGREEMENT contains all of the terms and representations of the parties and may only be amended or modified by written agreement of the parties. No prior oral or written understanding shall be of any force or effect with respect to materials covered in this AGREEMENT.

16. **MODIFICATION AND ASSIGNABILITY.** This AGREEMENT may not be enlarged, modified or altered except by written agreement signed by both parties hereto. KALIL may not subcontract or assign its rights, including the right to compensation or duties arising hereunder, without the prior written consent of the CITY.

17. **SEVERABILITY.** The invalidity, in whole or in part, of any term of this AGREEMENT does not affect the validity of the remainder of the AGREEMENT.

18. **NOTICE.** Notices regarding this AGREEMENT shall be given, in writing, to the parties at the following addresses:

CITY: City of Sidney
115 2nd Street SE
Sidney, Montana 59270

KALIL: Kalil Law Firm, PLLC
P.O. Box 2355
Williston, North Dakota 58802

19. **CHOICE OF LAW.** The laws of the State of Montana shall apply to the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the effective date stated above.

CITY OF SIDNEY,
A Municipal Corporation

Rick Norby, Mayor

ATTEST:

City Clerk/Treasurer

KALIL LAW FIRM, PLLC

Thomas Kalil