Suggested Contract

Retainer Contract Between _____, and The City of _____.

The City of _____ (the City), agrees to retain the services of _____, of the law firm of _____, (the Law Firm), with offices at _____, to perform the duties of a City Attorney of the City of _____, with offices at _____. It is agreed between the City and the Law Firm that _____ is in the private practice of law and is not an employee of the City. It is agreed and stipulated that _____ was, and still is, a partner in the Law Firm, for many years before the City became one of his and the Law Firm's clients, and that he continues to practice law in that Law Firm from and after the City becoming one of his (its) clients. It is further agreed between the City and the Law Firm that the City in no way controls how _____, or the Law Firm, perform his legal service for the City, nor does the City have any financial controls over the Law Firm or _____, no more that any client of the Law Firm or _____ have such controls. The City merely relies upon _____ to use his best professional skill to represent the City and provide it his independent advice on the law.

The retainer which the Law Firm will receive for _____ representing the City as its attorney, called City Attorney, will be $_____, per month, paid monthly, and health insurance coverage for _____ and his wife and dependants on the City's health insurance policy. _____ will attend City Council meetings, give legal advice on any matter on the City Council agenda, prosecute Class C misdemeanors and City Code violations at City Court Dockets; prepare and/or review ordinances, resolutions, contracts, and other legal documents which are subject to City Council action; prepare written opinions for the City Council and City Manager on questions concerning current ordinances; and provide legal advice on routine personnel matters for no additional fee.

For all additional legal services which _____ performs for the City of _____, the Law Firm will be compensated at the usual hourly rate then being billed to other clients by _____, plus any non-office expenses normally incurred in representation of clients, such as deposition fees, appraiser's fees, landman fees, travel expenses, filing fees for instruments, and other professional fees incurred on client's behalf. _____ and the Law Firm agree to represent the City in a workmanlike manner. All payments of retainer, fees, and expenses will be paid to (law firm), and thus reported to the Internal Revenue Service under the Tax Identification Number of the said Firm, which has already been furnished to the City.

This agreement concerning legal services is approved by the City Council of the City of _____, and _____, on this the _____ day of _____, **2008**, and effective as of the ____ day of _____ **2008**.

City Of _____

_____

_____**, Mayor**

Attest:

_____

_____**, City Secretary**

_____

(Law firm)_____