

RETAINER AGREEMENT

THIS RETAINER AGREEMENT, hereinafter "Agreement", is made and entered into this _____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "City"; and Adam E. Phillips, Attorney at Law, P.C., 260 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City retained Contractor as City Attorney during the previous Mayor's term, and wishes that Contractor continue to act and be appointed as City Attorney to coincide with the term of Mayor Monte Richardson, or for a term hereinafter set forth, and

WHEREAS, Contractor and the City desire to set forth the terms and conditions for Contractor to provide various legal services for the City as set forth in this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the premises, the mutual promises and agreements contained herein, and other good and valuable consideration, the City and Contractor agree as follows:

1. **TERM.** This Agreement is effective as of the 1st day of December, 2024, and will remain in full force and effect, unless sooner terminated as herein provided, for a term coinciding with the term of Mayor Monte Richardson, as set forth in City Codes, Ordinances and State Statutes.
2. **DUTIES.** Contractor shall supply both ordinary legal duties and services as City Attorney for the City as set forth hereinafter, except when a conflict of interest is present. The duties and services to be performed shall be as follows:
 - a. Attend all regular and special City Council meeting;
 - b. Attend all work sessions and staff meetings;
 - c. Prepare, draft and review all proposed ordinances, contracts and other documents requested by the City Clerk, Police Chief or Mayor;
 - d. Prepare, draft and review all bond issues on behalf of the City of Lander;
 - e. Participate in all bond issues on behalf of the City of Lander;
 - f. All legal research connected with the Ordinary Duties of a City Attorney;
 - g. Provide legal memoranda, advice and answers to questions presented by the Mayor and/or Council;
 - h. Give legal counsel to the Mayor and City Council and to any City staff or boards or commissions;
 - i. Prepared contracts, leases and other agreements on behalf of the City of Lander;
 - j. Meet with the Mayor and/or staff members in the mornings when requested to do so;
 - k. Appear at the Board of Adjustment hearings for variances, conditional use applications and home occupation requests and prepare the orders and decisions for each hearing;

1. Any other duties as may from time to time be assigned or requested by the Mayor and/or City Council and/or authorized City staff or City boards and commissions;
3. **EXTRAORDINARY LEGAL SERVICES.** Contractor shall perform all extraordinary legal services, as requested or authorized, for and on behalf of the City which shall include representing the City of Lander, as follows:
 - a. In all litigation, whether as a Plaintiff, Defendant or third party litigant;
 - b. In proceedings before any board, commission or administrative agency;
 - c. In arbitration proceedings;
 - d. Administrative proceedings; and
 - e. All appeals proceedings.
4. **COMPENSATION.** For ordinary services, the City of Lander shall pay Contractor the sum of Five Thousand Dollars and No/100 Dollars (\$5,000.00) per month plus all out-of-pocket costs and expenses, such as copies, long distance telephone calls and mileage. All costs and expenses shall either be at actual cost or as close thereto as possible, or as provided for by state statute. Said rate shall begin on December 1, 2024, but said rate can be adjusted or modified with mutual consent between the Contractor and the City and must be done in writing.

For extraordinary services, the City of Lander shall pay Contractor on an hourly basis which shall be at his customary hourly rate.
5. **TERMINATION.** This Agreement may be terminated as follows:
 - a. By Contractor giving thirty (30) days written notice to the City; or
 - b. By the City by complying with all applicable city codes, ordinances and state statutes governing the dismissal of appointed offices, or employees.
6. **INDEPENDENT CONTRACTOR.** Contractor shall perform services and duties under this Agreement as an independent contractor and not as employee, agent, partner or a joint venture with the City of Lander and nothing herein shall be construed to be inconsistent with this relationship or status. Contractor is not entitled to any benefits provided by the City to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation, or unemployment insurance. Contractor shall pay all of his own taxes on compensation paid to him pursuant to this Agreement.
7. **COMPLIANCE WITH LAWS.** Contractor and City shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
8. **MODIFICATION.** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
9. **WYOMING LAW.** This Agreement shall be construed in accordance with the laws of the State of Wyoming.
10. **SEVERABILITY.** If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

11. **NO THIRD-PARTY BENEFICIARY INTENDED.** This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
12. **HEADINGS.** The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
13. **ENTIRE AGREEMENT.** This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

DATED this ____ day of _____, 2024.

CITY OF LANDER:

BY: _____
Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

ATTORNEY:

Adam E. Phillips