

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, and James Whiting, Whiting Law, PC, 277 Main Street, #3, Lander, Wyoming 82520.

WITNESSETH

WHEREAS, the City of Lander is desirous of retaining James Whiting as Public Defender for the City of Lander for cases in the Lander Municipal Court upon the terms and conditions contained herein, and

WHEREAS, James Whiting is desirous of contracting with the City of Lander to provide various legal services as public defender for the City of Lander through the municipal court upon the terms and conditions contained herein.

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 of Lander and James Whiting agree as follows:

1. James Whiting is appointed as public Defender for the City of Lander by Mayor Richardson with the consent of the Lander City Council. This Agreement is effective as of the 1st day of August, 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.
2. James Whiting shall supply ordinary legal duties and services as the public defender for the City of Lander for cases in and from the Lander Municipal Court when required. The duties and services to be performed by the public defender shall be as follows:
 - a. The public defender shall represent and defend all cases assigned to the Public Defender by the Municipal Judge except in conflict of interest cases;
 - b. Attend all trials and when necessary attend all arraignments except in conflict of interest cases;
 - c. Prepare briefs and other memorandums when necessary in a particular case;
 - d. Appear at all hearings in municipal court for all cases assigned to the public defender;
 - e. Perform all legal research connected with the duties of a public defender;
 - f. Perform any and all duties required or necessary to fulfill the obligation of the public defender for cases in Lander Municipal Court;
3. Compensation. The City of Lander agrees to pay James Whiting for his duties as public defender the sum of One Hundred and Senty-Five Dollars (\$175.00) per hour. The public defender shall submit his hourly time by the end of each month and shall be paid for said services when approved by the City Council. In addition, out-of-pocket expenses such as phone calls, copies, etc., will be reimbursed by the City of Lander.
4. This Agreement may be terminated as follows:
 - a. By James Whiting giving thirty (30) days written notice to the City of Lander; or

- b. By the City of Lander by complying with all applicable city codes, ordinances and state statutes governing the dismissal of appointed officials.
- 5. James Whiting shall perform services and duties under this Agreement as an independent contractor and not as an 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. James Whiting is not entitled to any benefits provided by the City of Lander to its employees, including but not limited to, retirement benefits, pension plans, health insurance, vacation time, sick leave time, workers' compensation, or unemployment insurance. The contractor, James Whiting, shall pay all of his own taxes on compensation paid to James Whiting pursuant to this Agreement.
- 6. This Agreement may be amended from time to time on terms mutually agreed to by both parties.

DATED this ____ day of _____, 2024.

CITY OF LANDER:

BY: _____
Monte Richardson

ATTEST:

Rachelle Fontaine, City Clerk

ATTORNEY:

James Whiting