

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 Rick L. Sollars, Western Law Associates, P.C., 277 Lincoln Street, Lander, Wyoming 82520.

WITNESSETH

WHEREAS, the City of Lander is desirous of retaining Rick L. Sollars as the prosecutor for the City of Lander for cases in the Lander Municipal Court upon the terms and conditions contained herein, and

WHEREAS, Rick Sollars is desirous of contracting with the City of Lander to provide various legal services as the prosecutor 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 Rick L. Sollars agree as follows:

1. Rick L. Sollars is appointed as the prosecutor 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. Rick L. Sollars shall supply ordinary legal duties and services as the prosecutor 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 prosecutor shall be as follows:
 - a. The Prosecutor shall prosecute any and all criminal matters or cases on behalf of the City in the Municipal Court, except those cases where a conflict of interest may exist;
 - 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 prosecutor;
 - e. Perform all legal research connected with the duties of a prosecutor;
 - f. Perform any and all duties required or necessary to fulfill the obligation of the prosecutor for cases in Lander Municipal Court;
3. Compensation. The City of Lander agrees to pay Rick L. Sollars for his duties as prosecutor the sum of One Hundred and Seventy-Five Dollars (\$175.00) per hour. The prosecutor 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 Rick L. Sollars 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. Rick L. Sollars 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. Rick L. Sollars 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, Rick L. Sollars, shall pay all of his own taxes on compensation paid to Rick L. Sollars 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:

Rick L. Sollars