

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the CITY OF LANDER, a municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520 (the "City"), and WYOMING ASSOCIATION OF MUNICIPALITIES, a Wyoming nonprofit corporation, with its principal business address at 315 W 27th Street, Cheyenne, Wyoming 82001 (the "Contractor").

RECITALS

WHEREAS, the City requires professional accounting and bookkeeping services to support its financial operations, recordkeeping, and reporting obligations; and,

WHEREAS, the City desires to retain the services of the Contractor as an independent contractor to provide such accounting and bookkeeping services on a non-exclusive, results-based basis, in accordance with applicable federal and state laws and generally accepted accounting principles (GAAP); and,

WHEREAS, the Contractor represents that it independently possesses the education, training, experience, and qualifications necessary to perform the requested accounting and bookkeeping services without direction or control as to the manner or means of performance; and,

WHEREAS, the Contractor agrees to provide such services to the City as an independent contractor, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the City and the Contractor as follows:

1. **RECITALS**. The preambles and recitals hereinabove set forth are hereby incorporated into this Agreement.
2. **DESCRIPTION OF WORK**. The Contractor shall provide professional accounting and bookkeeping services to the City as an independent contractor. Such services may include, but are not limited to, maintaining financial records, processing accounts payable and receivable, assisting with payroll processing, preparing financial and management reports, supporting budgetary and audit functions, and performing other related accounting or financial services as mutually agreed upon by the parties.

The Contractor shall perform the services in a professional and workmanlike manner consistent with generally accepted accounting principles (GAAP) and applicable federal, state, and local laws. The Contractor shall determine the manner and means by which the services are performed, subject to the City's right to define

the scope of services, request specific deliverables, and review work product for compliance with this Agreement.

The Contractor shall have no authority to bind the City, commit City funds, execute contracts, or make discretionary financial decisions on behalf of the City, except to the limited extent expressly authorized in writing by the City.

Specific tasks, deliverables, or reporting requirements, if any, may be set forth in Exhibit A – Scope of Services, which may be amended from time to time by mutual written agreement of the parties.

3. LOCATION OF WORK. The services under this Agreement may be performed remotely or at such locations as the Contractor deems appropriate to carry out the services. The Contractor may, when reasonably necessary and upon request or approval by the City, perform services at City offices located in Lander, Wyoming. Nothing in this Agreement shall be construed to require the Contractor to work at any specific City facility on a full-time, continuous, or regularly scheduled basis, nor to establish fixed work hours. The Contractor shall retain discretion and control over the manner and means by which the services are performed, subject solely to the City's right to specify the scope of services, deliverables, and desired results, and to review work product for compliance with this Agreement.
4. COMPENSATION. In consideration for the services performed under this Agreement, the City shall pay the Contractor at an hourly rate of One Hundred Dollars (\$100.00) per hour for time actually worked and authorized by the City. The Contractor shall submit itemized monthly invoices identifying the dates worked, hours performed, and a brief description of the services provided. Payment shall be made in accordance with the City's normal accounts payable procedures. No other compensation or reimbursement shall be due unless approved in advance and in writing by the City.
5. RELATIONSHIP BETWEEN PARTIES. The Contractor is performing services under this Agreement as an independent contractor and not as an employee, agent, partner, joint venturer, or legal representative of the City. Nothing in this Agreement shall be construed to create any employment relationship or to authorize the Contractor to act on behalf of or bind the City.

The Contractor is not entitled to, and expressly waives, any benefits provided by the City to its employees, including retirement or pension benefits, health or life insurance, paid leave, workers' compensation coverage, or unemployment insurance.

The Contractor shall be solely responsible for the payment of all federal, state, and local taxes arising from compensation paid under this Agreement. The City shall not withhold or pay any such taxes on behalf of the Contractor.

The Contractor shall have sole control over the manner and means of performing the services, subject only to the City's right to specify the desired results, and shall furnish all tools, equipment, and resources necessary to perform the services, except as may be expressly agreed in writing..

6. LIABILITY; INDEMNIFICATION; GOVERNMENTAL IMMUNITY.

- A. **Responsibility for Acts and Omissions.** The Contractor shall be solely responsible for its acts and omissions, and for the acts and omissions of its officers, employees, agents, representatives, and any subcontractors or consultants engaged in connection with the performance of services under this Agreement.
- B. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City of Lander, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorneys' fees and costs of defense, arising out of or related to:
- i. the Contractor's performance or nonperformance of services under this Agreement;
 - ii. any negligent act or omission, error, or willful misconduct of the Contractor or its officers, employees, agents, or subcontractors;
 - iii. any breach of this Agreement by the Contractor; or
 - iv. any violation of applicable law by the Contractor in connection with the services.

The obligations of the Contractor under this section shall survive the termination or expiration of this Agreement.

- C. **No Limitation by Insurance.** The indemnification obligations of the Contractor under this Agreement shall not be limited by the amount or type of insurance required or maintained by the Contractor.
- D. **Governmental Immunity Preserved.** Nothing in this Agreement shall be construed as a waiver, limitation, or modification of the City's governmental or sovereign immunity, defenses, or limitations of liability under the Wyoming Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law. The City expressly reserves all immunities and defenses available to it at law or in equity.
7. INSURANCE. During the term of this Agreement, the Contractor shall maintain, at her sole cost and expense, insurance coverage issued by an insurer licensed to do business in the State of Wyoming and rated A- or better by A.M. Best, as follows:

- i. Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000.00 per claim, covering claims arising from the performance of accounting and bookkeeping services under this Agreement.
- ii. Commercial General Liability Insurance, if the Contractor performs services on-site at City facilities, with limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.

The Contractor shall provide proof of insurance upon execution of this Agreement and upon reasonable request by the City. Failure to maintain required insurance shall constitute a material breach of this Agreement.

8. **ASSIGNMENT**. The Contractor shall not assign, transfer, delegate, or subcontract any rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the City. Any attempted assignment, transfer, delegation, or subcontracting without such consent shall be null and void and shall constitute a material breach of this Agreement.

Approval of any assignment or subcontracting, if granted, shall not relieve the Contractor of responsibility for the performance of the services or compliance with the terms of this Agreement. The Contractor shall remain fully responsible for the acts and omissions of any approved assignee or subcontractor.

9. **TERM AND TERMINATION**.

- A. **Term**. This Agreement shall commence on the 20th day of January, 2026 (the “Effective Date”) and shall continue for an initial term of one (1) year, unless earlier terminated as provided herein.
- B. **Termination for Convenience**. Either party may terminate this Agreement at any time and for any reason, upon providing thirty (30) days’ written notice to the other party.
- C. **Termination for Cause**. The City may terminate this Agreement immediately, upon written notice to the Contractor, in the event of:
 - i. a material breach of this Agreement by the Contractor;
 - ii. failure to perform the services in a professional or lawful manner;
 - iii. misconduct, negligence, or violation of applicable law; or
 - iv. loss of any required license, qualification, or insurance coverage.
- D. **Non-Appropriation**. Notwithstanding any other provision of this Agreement, the City’s obligations are expressly contingent upon the availability of legally appropriated funds. In the event funds are not appropriated or otherwise become unavailable, the City may terminate this

Agreement immediately upon written notice, without penalty or further obligation.

E. **Effect of Termination.** Upon termination, the Contractor shall be entitled only to compensation for services satisfactorily performed and authorized prior to the effective date of termination. No further compensation shall be due.

10. COMMUNICATION AND COORDINATION. The Contractor shall be reasonably available to communicate with designated City staff regarding the status of services, deliverables, and any issues related to the performance of this Agreement. At the City's request, the Contractor shall participate in periodic meetings, which may occur no more than once per month, to discuss the progress of services and address any questions or concerns. Nothing in this section shall be construed to give the City the right to control the manner or means by which the Contractor performs the services, and all communications shall be limited to coordination, clarification of expectations, and review of results.
11. STANDARD OF PERFORMANCE. The Contractor shall perform all services under this Agreement in a professional, competent, and workmanlike manner, consistent with generally accepted accounting principles (GAAP), applicable laws, and City policies provided to the Contractor.

The City may review the Contractor's work product to determine whether the services meet the requirements of this Agreement. If the City reasonably determines that any work product is incomplete, inaccurate, or does not conform to agreed standards, the City may notify the Contractor and request correction within a reasonable time.

Nothing in this section shall be construed to authorize the City to control the manner or means by which the Contractor performs the services, and the Contractor shall retain discretion over how the services are performed, subject to the City's right to evaluate results.

12. CONFIDENTIALITY AND DATA SECURITY. The Contractor shall keep confidential all non-public information obtained in connection with the performance of this Agreement, including but not limited to financial records, payroll data, tax information, banking information, vendor information, and personally identifiable information. The Contractor shall not disclose or use such information except as necessary to perform the services under this Agreement or as required by law.

The Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect confidential information from unauthorized access, use, or disclosure. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

13. OWNERSHIP OF RECORDS; RETURN OF MATERIALS. All reports, records, documents, data, work papers, electronic files, and other materials prepared, generated, or received by the Contractor in connection with the services performed under this Agreement shall be and remain the exclusive property of the City.

Upon termination or expiration of this Agreement, or upon written request by the City, the Contractor shall promptly return all City records and information in whatever form maintained and shall not retain copies, except as required by law.

14. AUDIT AND COOPERATION. The Contractor shall reasonably cooperate with the City and with any state, federal, or independent auditors in connection with audits, examinations, or reviews relating to the services performed under this Agreement, including providing explanations, documentation, and assistance reasonably requested.

15. CONFLICT OF INTEREST AND ETHICS. The Contractor represents that no conflict of interest exists that would impair her ability to perform the services required under this Agreement. The Contractor shall comply with all applicable Wyoming ethics laws and City policies and shall promptly disclose in writing to the City any actual or potential conflict of interest that arises during the term of this Agreement.

16. RECORDS RETENTION. The Contractor shall retain records related to the services performed under this Agreement for a minimum period of three (3) years following termination or expiration of this Agreement, or for such longer period as may be required by law.

17. ENTIRE AGREEMENT; NO THIRD-PARTY BENEFICIARIES. This Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether written or oral.

This Agreement is made for the sole benefit of the parties hereto and their permitted successors and assigns. Nothing in this Agreement shall be deemed to confer any rights or remedies upon any third party.

18. AMENDMENT; WAIVER. This Agreement may be amended or modified only by a written instrument signed by duly authorized representatives of both parties. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. The failure of either party at any time to enforce any provision of this Agreement shall not be construed as a waiver of such provision.

19. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to

its conflict-of-laws principles. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of Fremont County, Wyoming, unless otherwise required by law.

- 20. FORCE MAJEURE. Neither party shall be liable for failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, or governmental actions, provided that the affected party gives prompt notice to the other party.
- 21. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- 22. NOTICES. Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or by recognized overnight courier, to the addresses of the parties set forth herein, or to such other address as a party may designate by written notice.
- 23. NO JOINT VENTURE OR AGENCY. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. The Contractor shall have no authority to bind or obligate the City in any manner.
- 24. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by facsimile shall be deemed valid and binding.
- 25. HEADINGS. The section headings used in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2026.

THE CITY OF LANDER,
a municipal corporation:

BY: _____
MISSY WHITE, Mayor

ATTEST:

RACHELLE FONTAINE, City Clerk

WYOMING ASSOCIATION OF
MUNICIPALITIES (“WAM”):

BY: _____
HARPSTEITH, Executive Director