

**CONSULTANT**  
**SERVICES AGREEMENT**

This agreement is made this \_\_\_\_ date of December, 2013 by and between Tom Murphy and the City of Gillette. The Parties agree as follows:

- 1.) This agreement contemplates services by Mr. Murphy to aid and assist the City of Gillette in its dealings with the Wyoming Association of Municipalities, the National League of Cities and the Northeast Wyoming Municipal Leaders.
- 2.) Mr. Murphy shall be available to consult with the Mayor and City Council as requested. Mr. Murphy will perform consultant services for the City of Gillette only upon advance written request of the Mayor, Council, and/or City Administrator.
- 3.) Mr. Murphy shall not take any action or appear at any time on behalf of the City of Gillette, unless authorized to do so in advance by a written request and then only to the extent authorized in that written request.
- 4.) The effective date of this contract is 11/26/2013. This agreement shall be in full force and effect until December 31, 2014.
- 5.) Mr. Murphy shall be paid at the rate of \$18,000 per year, payable bi-weekly. Mr. Murphy will be responsible for all taxes due including social security and Federal withholding and other related taxes.
- 6.) Mr. Murphy and the City of Gillette agree that pursuant to this agreement Mr. Murphy shall at all times be an independent contractor and not an employee of the City of Gillette.
- 7.) Nothing in this Agreement shall be read to constitute or to require a waiver of any rights of the City under the doctrine of sovereign immunity, or a waiver of its immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 *et sec.*
- 8.) Any failure to perform or fulfill any provision of this contract shall be a default. City shall give Mr. Murphy written notice of any default and 30 days to cure the default, and if the default is not so cured this agreement shall terminate.
- 9.) Mr. Murphy shall indemnify and hold the City of Gillette harmless from and defend it and its employees against any and all claims, losses, expenses, damages, judgments and liability of any sort, including attorney's fees arising out of, or in connection with its actions taken in the performance of this contract.

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

\_\_\_\_\_  
John Opseth, Mayor,  
City of Gillette, Wyoming

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tom Murphy

\_\_\_\_\_  
Date