

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is by and between the City of Texas City, Texas, a home-rule municipality, (“City”) and Doug Kneuppper an individual residing at 1424 Coleman Boylan, League City, Texas 77573 (“Consultant”) referred to collectively as the “Parties.”

**WHEREAS**, the Consultant desires to provide certain Consultant services set out in this Agreement, and the City desires to retain the Consultant to provide such services.

**IN CONSIDERATION** of the mutual promises made in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

**1. Scope of Work.** The City engages the Consultant to furnish the work described in Exhibit “A” attached to this Agreement (the “Work”) at the times specified in Exhibit “A” and the Consultant agrees to furnish the Work as specified.

**2. Price and Payment.** The City agrees to pay the Consultant in accordance with the terms set out in Exhibit “A”, and the Consultant agrees to accept such amounts as full payment for all work performed for the City, and to sign affidavits and/or receipts as the City may request in order to acknowledge payment.

**3. Consultant Relationship.** The Consultant is a consultant and is not an employee, servant, agent, partner or joint venturer of the City. The City shall determine the Work to be done by the Consultant, but the Consultant shall determine the legal means by which the Work is accomplished. The Consultant agrees to comply with all applicable laws, statutes, and regulations relating to providing the Work, including but not limited to environmental laws, employment laws, safety regulations, and any other applicable laws, statutes, or regulations.

**4. Taxes and Benefits.** The Consultant shall be responsible to pay all taxes as required by law. The City is not responsible to withhold, and shall not withhold, taxes of any kind from any payments due to the Consultant. Neither the Consultant (nor the Consultant’s employees, if any) shall be entitled to receive any benefits from the City, including but not limited to worker’s compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security.

**5. Risk.** The Consultant shall perform the Work at Consultant’s own risk.

**6. Assignment.** The Consultant may assign any or all of its rights or duties under this Agreement at any time without the advance written consent of the City.

**7. Term and Termination.** This Agreement is effective on the date the Agreement is signed by the City (unless an Effective Date is specified in Exhibit “A”) and shall continue in effect until terminated by either Party upon written notice to the other. Either party must give at least fifteen (15) days’ notice of termination to the other. Any such termination shall not affect the City’s obligation to pay the Consultant for Work performed before the date of termination.

**8. Entire Agreement.** This Agreement is the entire agreement between the Parties, and supercedes all prior negotiations, discussions or communications regarding the subject matter of the Agreement. Neither Party is relying on any representation or promise not expressly stated in this Agreement. This Agreement may not be supplemented, amended or revised unless in writing and signed by the Parties.

**9. Severability.** If any part of this Agreement is determined to be unenforceable by a court or tribunal of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**10. Choice of Law.** This Agreement is made and shall be enforced under the laws of the State of Texas, without regard to its provisions concerning choice of law.

**11. Attorney's Fees.** If any legal action arises under this Agreement or by reason of any alleged breach of it, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or attempting to enforce any of the terms, covenants, or conditions, including costs incurred prior to commencement of legal action, and all costs and expenses, including reasonable attorney's fees, incurred in any appeal from an action brought to enforce any of the terms, covenants, or conditions. For purposes of this section, "Prevailing party" includes without limitation a party who agrees to dismiss a suit or proceeding upon the other's payment or performance of substantially the relief sought.

**12. Notices.** All notices permitted or required under this Agreement shall be sent by electronic mail or Certified Mail to the addresses set forth in Agreement. Either Party may change the address for notice to that Party by providing written notice of such change in accordance with this paragraph.

**13. Indemnity.** Consultant hereby agrees to defend, release, indemnify, and hold harmless City, from all losses, costs, expenses and causes of action (including attorney's fees and court costs) for loss or for damage to property, and for injuries or illness to persons and death arising out of, incident to, or in connection with, any and all operations and activities under this agreement and which are asserted by or arise in favor of consultant, whether or not such losses, costs, expenses, injuries, death, or causes of action are caused or contributed to by the negligence, omission, strict liability or contractual liability, or fault of any member of the client group and whether or not caused by a pre-existing condition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

City of Texas City, Texas

Doug Kneuppper

By: Dedrick D Johnson  
Dedrick Johnson, Sr., Mayor

Doug Kneuppper  
Date: 6-3-2021

Date: 6-3-2021

**EXHIBIT "A"**

<b>Scope of Work:</b>	<p>1. Consultant shall provide:</p> <p>Professional services commensurate with those Consultant provided to the City during his employment prior to the Effective Date Consultant shall the same access as a regular employee of the City (laptop, emails, etc.) and will be reimbursed any mileage at the current IRS rate.</p> <p>Consultant shall serve at the direction of the Mayor.</p>
<b>Price:</b>	<p>1. The City shall pay the Consultant as follows for Work performed under this Agreement as follows:</p> <p>\$120.00 per hour not to exceed 30 hours per week unless approved in advance by the Mayor.</p> <p>*Invoices should be submitted to Laura Boyd monthly for approval and payment processing.</p>
<b>Effective Date:</b>	June 1, 2021