

INDEPENDENT CONTRACTOR AGREEMENT
Driver for Veterans' Transportation

This Independent Contractor Agreement (the "Agreement") is made effective 3/12/2024
by and between BURNET COUNTY and JAMES KEVIN WESTER (the "Contractor").

1. **Purpose.** BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of Driver for Veterans' transportation. BURNET COUNTY would like to engage Contractor to provide such services and Contractor has agreed to do so on the terms and conditions stated in this Agreement.

2. Engagement of Contractor. Contractor hereby agrees to provide driver services for BURNET COUNTY at mutually agreed times for BURNET COUNTY'S Veterans' Services located at 220 South Pierce in Burnet, Texas.

3. Payment for Services. Contractor shall be paid \$12.00 for each hour driver services are provided under this Agreement. Payments will be made on a monthly basis and will be paid on the second Tuesday following the month of service. The duties of the driver are as follows:

Driver – Veterans' Transportation:

- Safely operate the vehicle
- Learn the routes to all necessary destinations for the veterans
- Become knowledgeable about veterans and other resources in the area to assist the veterans in maintaining a healthy lifestyle.
- Drivers should be CPR certified, able to handle wheelchairs and scooters, and able to operate the lifts on the vehicles.

4. Term/Termination. The term of this contract begins March 12 2024 and ends _____ . This contract shall automatically renew at its hourly specified costs at the end of this contract term unless either party chooses to terminate a renewal upon providing written notice to the other party at the time the contract ends. Both parties may terminate this contract for any reason by providing two weeks' written notice to the other party. Either party may terminate this Agreement at any time with or without cause. BURNET COUNTY will pay Contractor for all work completed prior to termination.

5. Relationship with the Parties. It is understood by the parties that Contractor is an independent contractor with respect to BURNET COUNTY and is not an employee of BURNET COUNTY. BURNET COUNTY will provide assignments to Contractor but will not otherwise control the means and instrumentalities by which Contractor completes the assignments. BURNET COUNTY will not provide fringe benefits including health insurance benefits, paid vacation or any other employee benefit for Contractor. Contractor shall be solely responsible for payment of all taxes owed on any amounts paid hereunder; BURNET COUNTY will not withhold any employment taxes. Contractor may work for any other party and BURNET COUNTY may engage any other veterans' services drivers it deems necessary. Contractor has no authority to bind BURNET COUNTY to any contractual agreements.

6. Additional Obligations. Burnet County recognizes and assumes liability on behalf of any torts by Contractor due to any action or work he performs on behalf of Burnet County. This liability coverage shall exist or be limited by Burnet County liability insurance policies.

7. Venue. Venue for this contract is in Burnet County, Texas.

BURNET COUNTY

By: _____ DATE _____

Printed Name: James Oakley

Its: _____ County Judge _____

CONTRACTOR:

James Kevin Wester 2-28-2024

Printed Name: JAMES KEVIN WESTER DATE _____

Independent Contractor