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Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All Contracts must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 10/19/21

Requested by: Karin Smith

AGENDA ITEM(S):

Discussion/ action regarding the Independent Contractor Agreement with Jimmy Barho.

Meeting Date Requested: (required) 10/26/21

Agenda Item Approved by: (required)

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made effective October 1, 2021 by and between BURNET COUNTY and JIMMY L. BARIHO (the "Contractor").

1. **Purpose.** BURNET COUNTY is a legal governmental entity in the State of Texas. Contractor provides the services of an Emergency Management Coordinator. 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 Emergency Management services for BURNET COUNTY at mutually agreed times at BURNET COUNTY'S Emergency Operations Center located at 607 N Vanderveer St. in Burnet, Texas. Contractor is not obligated to accept any specific assignments and BURNET COUNTY is not required to offer Contractor any specific assignments.

3. **Payment for Services.** Contractor shall be paid \$3,443.75 per month for 12 months for Emergency Management service provided under this Agreement. Unless otherwise agreed, payments will be made on a monthly basis.

4. **Term/Termination.** The term of this contract is TWELVE (12) months, beginning October 1, 2021 and ending September 30, 2022. This contract shall automatically renew at its monthly 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 sixty day 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 Emergency Management services 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. Dispute Resolution. This Agreement shall be governed by and construed under the laws of the State of Texas. All disputes arising under this Agreement shall be resolved by binding arbitration in Burnet, Texas under the rules of the Texas General Arbitration Act. Provided, however, that either party may request injunctive relief as necessary from any court of competent jurisdiction.

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

BURNET COUNTY

By: _____

Printed Name: County Judge James Oakley

CONTRACTOR:

Mr. Jimmy L. Barho
Independent Contractor