

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** (this "Agreement") is made and entered into by and between the **TOWN OF WESTLAKE, TEXAS**, a general law type A municipality in the State of Texas ("Westlake" or the "Town"), and **DIANNA BUCHANAN** (the "Contractor") (each individually a "Party" and collectively the "Parties" hereto).

RECITALS

WHEREAS, the Town desires to engage the Contractor for the Services and purposes set forth herein, as an independent contractor, and not an employee of the Town;

WHEREAS, the Contractor desires to accept an engagement by the Town to provide the Services to the Town, as an independent contractor, and receive Compensation from the Town in exchange for the Contractor's provision of the Services during the Term herein provided; and

WHEREAS, accordingly, the Town and Contractor deem it to their mutual interest to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and mutual promises, obligations, covenants, and agreements herein made, and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Town and Contractor do hereby mutually agree as follows:

1. **Independent Contractor.** **THE PARTIES HERETO AGREE AND ACKNOWLEDGE THAT CONTRACTOR'S RELATIONSHIP TO THE TOWN IS THAT OF AN INDEPENDENT CONTRACTOR**—therefore, nothing in this Agreement (including Exhibit A attached hereto) is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between the Contractor and Town. The Contractor agrees and acknowledges that it shall not be entitled to any of the benefits that the Town may make available to its employees, including, without limitation, vehicle or cell phone allowance, paid or accrued sick, vacation, or holiday time, retirement benefits, medical, dental, vision, life, disability, or other insurance, and any other benefits, except as expressly stated in this Agreement. Further, the Contractor agrees and acknowledges that it is an independent contractor for all purposes, including, without limitation, the application the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Act, and provisions of the Internal Revenue Code. The Town will not pay for or provide Workers' Compensation Insurance to the Contractor.

2. **Term.** This Agreement shall commence on the Effective Date and conclude on August 31, 2024, at 11:59 p.m., unless terminated earlier as provided in Section 10 herein (the "Term"). The Term may be renewed and extended for such additional period(s) of time as the Parties may hereafter mutually agree in writing.

3. **Services.** The services to be provided and performed by the Contractor to the Town during the Term of this Agreement consist of (1) those services specifically set forth and outlined in Exhibit A, which is attached hereto and incorporated herein for all purposes; and (2) such other services as may be lawfully requested of the Contractor from time to time by the Town (the "**Services**"). Contractor shall, at all times during the Term of this Agreement, perform the Services at a high standard, in a good, reasonable, safe, efficient, and professional manner, in accordance with all applicable federal, state, and local laws, rules, regulations, standards, code, and ordinances, as amended, and consistent with the terms and conditions of this Agreement.

4. **Compensation.** During the Term of this Agreement, the Town shall pay the Contractor at an hourly rate of **\$45.68**.

In paying the Compensation to the Contractor, the Town will adhere to the Town's payment policies and procedures and all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the Prompt Payment Act.

5. **No Authority to Bind.** The Contractor is not authorized to make any representation, contract, or commitment on behalf of the Town, unless specifically requested or authorized by a lawful act of the Town, which lawful act must be evidenced by a writing signed by an authorized representative of the Town.

6. **Taxes.** The Contractor is solely responsible for adhering to applicable tax law and remitting any tax payments required by any federal, state, or local tax authority with jurisdiction, with respect to the performance of Services and receipt of Compensation under this Agreement. The Town will not withhold any portion of Compensation for Services rendered, including any social security, federal, state, or any other employee payroll taxes payable or garnishments with respect to the Contractor. The Town will, as applicable, report amounts paid to the Contractor to the Internal Revenue Service.

7. **Expense Reimbursement.** The Town shall reimburse the Contractor for all reasonable out-of-pocket expenses incurred by the Contractor to perform the Services hereunder, provided that the Contractor (1) receives express written consent from the Town authorizing the Contractor to incur the expense, which approval by the Town shall be received by the Contractor prior to the Contractor incurring the expense; and (2) maintains and presents the Town with sufficient and appropriate documentation of the expense (including the necessary approval by the Town) (the "**Invoices**"), which Invoices must be submitted to the Town within ten (10) days after the Contractor incurs the expense (such expenses referred to herein as the "**Expenses**"). The Town shall reimburse the Contractor for all Expenses within fifteen (15) days of the Town's receipt of Invoices submitted by the Contractor to the Town, which Invoices must evidence the Contractor's strict compliance with this Section 7. In reimbursing the Contractor for Expenses, the Town will adhere to the Town's payment policies and procedures and all applicable federal, state, and local laws, rules, and regulations, including, without limitation, the Prompt Payment Act.

8. **INDEMNIFICATION.** TO THE FULLEST EXTENT PROVIDED BY LAW, THE CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LIENS, INJURIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR IN ANY MANNER CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS INDEMNIFICATION SHALL NOT EXTEND TO ANY LIABILITY, CLAIM, LIEN, INJURY, DAMAGE, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING FROM OR IN ANY MANNER CONNECTED WITH ANY NEGLIGENT, WRONGFUL, OR UNLAWFUL ACT OR OMISSION OF THE INDEMNIFIED PARTIES.

9. **Liability and Insurance.** The Town shall not be responsible for any injury to, illness of, death of, or property loss by the Contractor before, during, or after the Term of this Agreement relating to the Contractor's performance of the Services under this Agreement. The Contractor shall be responsible for securing adequate insurance (including, without limitation, health and liability insurance) during the Term of this Agreement.

10. **Termination.** This Agreement shall automatically terminate on the expiration of the Term (as provided in Section 2 herein), unless terminated earlier in accordance with this Section 10. Either Party may terminate this Agreement, at any time and for any reason, upon five (5) days' prior written notice to the other Party. Upon termination of this Agreement, the Parties agree that the Town shall pay the Compensation to the Contractor, and reimburse the Contractor for any Expenses incurred, in connection with any Services performed *prior* to—but not *after*—the termination of this Agreement; unless this Agreement is terminated by the Town for good cause, in which case the Contractor shall not receive payment from the Town for any outstanding Compensation or Expenses. The Parties agree and acknowledge that it shall be good cause for the Town to terminate this Agreement if the Contractor fails to perform the Services (1) to the Town's reasonable satisfaction; and/or (2) in strict accordance with the terms and conditions of this Agreement ("**Good Cause**" herein). Notwithstanding the foregoing, the Contractor's obligations under Sections 8 and 9 of this Agreement shall survive the termination of this Agreement.

11. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Texas. Any litigation in any way relating to this Agreement shall be brought in a state court of competent jurisdiction in Tarrant County, Texas.

12. **Notices.** All notices that a Party is required or may desire to give the other Party under or in connection with this Agreement shall be deemed sufficient if given by addressing the

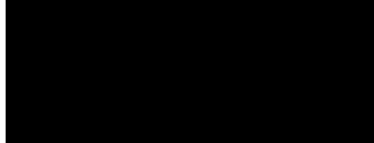
same to the other Party at the addresses provided below or at such other place as may be designated in writing by the like notice. All notices shall be deemed delivered when addressed as required herein and deposited in the United States mail, first class postage prepaid, certified mail, return receipt requested.

(1) If to the Town:

Town of Westlake, Texas
ATTN: Mayor Sean Kilbride
1500 Solana Boulevard, Building 7, Suite 7200
Westlake, TX 76262

(2) If to the Contractor:

Dianna Buchanan



13. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties and, accordingly, this Agreement supersedes any prior oral or written understandings or agreements.

14. **Modification or Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties.

15. **Severability.** The invalidity, in whole or in part, of any paragraph or section of this Agreement shall not affect the validity of the remainder of the paragraph, section, or this Agreement.

16. **Counterparts.** This Agreement may be executed in several individual counterparts, each of which shall be deemed an original and constitute one and the same instrument.

17. **Assignment.** The rights and obligations of the Parties hereunder may not be assigned, in whole or in part, without the prior written consent of the other Party hereto.

18. **Drafting Provisions.** This Agreement shall be deemed to have been drafted equally by each Party hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are inserted for the conveniences of the Parties only and, accordingly, are not intended to be used in construing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date that the last Party executes this Agreement by signing below (the "Effective Date").

TOWN

TOWN OF WESTLAKE, TEXAS

BY: Sean Kilbride

NAME: Sean Kilbride

TITLE: Mayor

DATE: 04/24/2024

ATTESTED BY: Amy Pickana

NAME: Amy Pickana

TITLE: Town Secretary

CONTRACTOR

DIANNA BUCHANAN

BY: Dianna M. Buchanan

DATE: 4/23/2024

STATE OF TEXAS

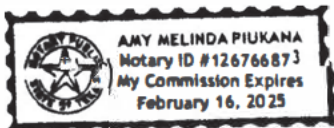
COUNTY OF Tarrant

§
§
§

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Dianna Buchanan known to me or proved to me on the oath of SELF or through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of April 2024.

My Commission Expires:



Amy Piukana
Notary Public in and for the
State of Texas

Amy Piukana
Printed or Typed Name of Notary

Exhibit "A" – Scope of Services
Interim Town Secretary

Services Provided:

- Administer and direct the preparation and posting of Town Council agendas and notices, to include the assembly and distribution of meeting agenda packets and posting all notices of Town Council meetings and Town board and committee meetings, as required, in accordance with the Texas Open Meetings Act; attend all Town Council meetings, and process all actions taken by the Town Council. Attend other meetings as required and process their official actions.
- Administer and oversee the maintenance of official records by serving as the official custodian of records, ensuring the preservation of original documentation to include but not limited to all ordinances, resolutions, minutes, and other legal documents.
- Direct and coordinate the Town's records management program to include records retention, retrieval, and destruction, maintaining records retention policies and procedures, as well as conducting records management training to Town staff to ensure that all records are maintained in compliance with rules, regulations and laws governing procedures for recording and maintaining official Town records.
- Serve as the custodian of the Town seal and affixes to all official papers. Attest to the Mayor's signature on all documents and issue certified copies of Town records.
- Direct and conduct activities of municipal elections as prescribed by Town ordinances and in accordance with the Texas Election Code; monitor election procedures; ensure compliance with Texas Local Government Laws and Texas Election Code and other election rules and regulations; and ensure election records are open to the public.
- Serve as Public Information Officer; direct and respond to public information requests in accordance with the Texas Public Information Act and provide timely and accurate information to internal and external customers.
- Administers the issuance of municipal licenses and various regulatory licenses in accordance with applicable Town ordinances and other regulations.
- Serve on Executive Management Team and perform other related duties and assignments as required.
- Prepares and administers departmental budget; assures that assigned areas of responsibility are performed within budget; monitors revenues and expenditures in assigned area to assure sound fiscal control; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Coordinates and prepares routine legal documents with the Town/Academy Attorney's Office. Provides administrative support to the Mayor, Town Council members and Town Manager.
- Attends professional development workshops and conferences. Travels to various destinations in and out of the Town.
- Performs other duties as assigned.

IN WITNESS WHEREOF, the Town of Westlake has caused this Agreement to be executed by a duly authorized person, on the date entered below and this Agreement shall be binding when accepted by and executed by the Contractor on the date entered below.

By Dianna H. Buchanan

4-24-2024
Date

By Sean Kilbride
Sean Kilbride, Mayor

04/24/2024
Date