

STATE OF TEXAS §
COUNTY OF KENDALL § **INDEPENDENT CONTRACTOR**
CITY OF BOERNE § **AGREEMENT**

This Agreement is by and between the City of Boerne, Texas, acting by and through its City Manager (“City”) and William M. McKamie, Partner in the law firm of Taylor, Olson, Adkins, Sralla & Elam, LLP (“Attorney”). The parties agree as follows:

1. Purpose.

The purpose of this Agreement is to set forth the expectations of and benefits to be provided to Attorney while he provides services as Interim City Attorney of the City of Boerne. It is the intention of the parties that City will utilize the services of Attorney as an Independent Contractor rather than as an employee of the City. It is understood and agreed that Attorney is permitted to provide legal services to others so long as such other services do not create a conflict of interest.

2. Term.

This Agreement is for an indefinite term of employment. It does not create and shall not be construed as creating an agreement to employ for any specific period of time. The parties agree that this Agreement does not alter the at-will status of the Attorney’s employment. The provisions of this Agreement, as may be amended, apply for the duration of employment.

3. Duties and Authority.

The City Manager hereby appoints William McKamie as Interim City Attorney to perform all customary and usual functions and duties of the position of City Attorney, including but not limited to those specified by state law; City Charter; any applicable City ordinances, resolutions, and policies; and such other duties as may be prescribed by the City Manager from time to time.

4. Compensation & Benefits.

City agrees to pay Attorney compensation as follows:

1. For attendance at City Hall office during business hours, two days per week (8 hour days):

\$ 1,000.00 per day.

2. For work outside of item 1., including Special Projects, City Council meetings and Board and Commission Meetings (as required):

| | | |
|-------------|---------------------|----------|
| Hourly Rate | William M. McKamie | \$250.00 |
| | Partners | \$250.00 |
| | Associate Attorneys | \$195.00 |

3. Litigation (including Administrative Hearings and related):

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|--------------------------------|----------|
| Preparation Time – Hourly Rate | \$250.00 |
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| Court Room Time – Hourly Rate | \$300.00 |
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Attorney will provide legal services hereunder as an independent contractor largely independent from the control of the City. Attorney understands Attorney will not be entitled to any City benefits including, but not limited to, health/dental insurance, unemployment benefits, disability benefits, paid vacation, sick leave and retirement; that City will not contribute to Medicare, social security, or any other required employment tax; and will not withhold income tax, FICA or Medicare taxes from the compensation to be paid to Attorney. City will annually file a Form 1099 MISC. with the IRS with copy to Attorney. Compensation may be reviewed on an annual basis.

In addition to the above described compensation, the following benefits will be paid/provided by the City to the Attorney.

A. Travel. The City agrees to provide Attorney roundtrip mileage at the then-applicable IRS rate from the firm office in San Antonio, Texas to Boerne, Texas.

B. Business Expenses. The City will reimburse Attorney for the following expenses, upon receiving duly executed receipts, vouchers, statements, or personal affidavit therefore:

(1) Reasonable and necessary costs of travel and subsistence expenses of the Attorney for professional and official travel for City-related business, meetings, official functions, seminars, conventions, and the like.

(2) Reasonable and necessary costs of general expenses of a non-personal but job related nature incurred by Attorney in furtherance of Attorney's business.

5. Other Benefits.

To the extent allowed by law, the City shall provide both a defense and indemnity to the Attorney against all claims, suits, demands, causes of action, attorney fees, penalties, fines, and interest that arise out of or relate to the Attorney's performance of this Agreement (whether by act or omission) in his official capacity; *provided however*, that grossly negligent, knowingly and intentional, or criminal misconduct is excluded.

6. Billing and Invoices.

Attorney shall provide to City a monthly invoice describing the services provided during the prior month. Payment shall be processed and paid within thirty (30) days. Any questions and billing errors shall be addressed promptly by the parties.

7. Work Schedule.

Attorney and the City shall agree to an appropriate workweek schedule, which schedule shall include two days a week of services in Boerne (Monday and Tuesday business hours between 8am to 5pm of each week to be the usual schedule) and accessibility via phone and email at all other times. The parties acknowledge that additional weekly services will be required by City to be performed in Boerne and elsewhere on behalf of the City to be paid at the rates set forth above.

8. Other Terms & Conditions.

William McKamie shall take and subscribe to the Oath prescribed by the Texas Constitution and laws for members of the City Council. No bond is required of Attorney at this time. The City and Attorney may agree to other terms and conditions for services as they may determine from time to time.

9. Termination.

This Agreement may be terminated by City at any time by prior written notification to Attorney. Attorney, subject to the ethical considerations applicable to the practice of law, may terminate this Agreement by thirty days (30 days) written notice to City if good cause for termination exists, if termination can be accomplished without material adverse effect to the City's interests, or if City fails to fulfill its payment obligations under this Agreement. Upon termination City will be obligated to pay Attorney for all services rendered and expenses incurred by Attorney prior to the date of receipt of the written notice of termination.

9. General Provisions.

This Agreement sets forth the entire understanding between the Attorney and City relating to the employment of the Attorney by City. Any prior discussions or representations by or between the parties are merged into and rendered null by this Agreement. The parties may amend this Agreement by mutual agreement in writing. This Agreement is intended to be binding on City and the Attorney and their assigns, successors, heirs, executors, and beneficiaries. The invalidity or partial invalidity of this Agreement shall not affect the validity of the remainder of the Agreement, and such remainder shall be deemed to be in full force and effect as if they had been separately executed by the parties. In the event of a dispute arising hereunder, venue shall be set in an applicable state court located in Kendall County, Texas.

The parties have executed this Agreement on this _____ day of _____, 2019, to be effective as of August ____, 2019.

City of Boerne

By: _____
Ron Bowman
City Manager

William M. McKamie, Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP

ATTEST:

Lori Carroll, City Secretary