

# **Consulting Agreement**

This Consulting Agreement ("Agreement") will commence as of **September 25**, **2025**, by and between the **City of La Vernia**, **Texas** ("City") and **Lindsey Wheeler** ("Consultant").

### 1. Term

This Agreement shall commence on **September 25, 2025**, and shall terminate on **September 30, 2026**, unless terminated earlier in accordance with Section 6 of this Agreement.

#### 2. Services

Consultant agrees to provide consulting services to the City for the purpose of supporting and aiding the newly appointed Interim City Administrator during the transition of Consultant's departure from the City.

## 3. Compensation

- The City shall pay Consultant \$2,000 per month for services rendered under this Agreement.
- Payment shall be made by check issued to Consultant in weekly installments of approximately \$500, except in months with five weeks, in which case the total monthly compensation shall remain capped at \$2,000.

# 4. Availability and Communication

- 4.1 Consultant agrees to be reasonably available for consultation on **weekdays (Monday through Friday)** under the rate described in Section 3.
- 4.2 If the City requests services or communication on weekends (Saturday or Sunday), Consultant retains the right to request additional compensation for such time.
- 4.3 Consultant agrees to communicate primarily via **email**, with a commitment to provide a response within **48 hours** of receipt.

- 4.4 Phone calls shall be requested by the City and granted at the Consultant's discretion.
- 4.5 Consultant agrees to host **one digital meeting per week** via Microsoft Teams or Zoom at a time mutually acceptable to both the City and Consultant.

## 5. Independent Contractor Status

Consultant shall perform services as an **independent contractor** and not as an employee or agent of the City. Consultant shall not be entitled to employee benefits, retirement contributions, or other employment-related benefits.

### 6. Records and Reports

Consultant shall provide periodic updates, as reasonably requested, to the Interim City Administrator or City Council regarding services performed.

#### 7. Termination

Either party may terminate this Agreement with **60 days' written notice** to the other party. Consultant shall be entitled to compensation for services performed through the effective termination date.

### 8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Texas**.

Executed this 11th day of September, 2025.

**CITY OF LA YERNIA, TEXAS** 

Title: Mayor / City Administrator

CONSULTANT

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