

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
DAVID ETERNO
AND
TOWN OF CORTLAND, IL**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this ____ day of _____, 2023 (the “Effective Date”), by and between **DAVID ETERNO** (the “Attorney”) and **THE TOWN OF CORTLAND** (“Town”).

WHEREAS, David Eterno is an attorney licensed to practice law in the State of Illinois, in good standing; and

WHEREAS, the Town desires to retain the services of the Attorney to assist in the implementation of an administrative adjudication system and therefore to perform duties commensurate with the facilitation of this system, including but not limited to drafting and/or reviewing appropriate ordinances, rules, forms and related documents pertaining to this system, and presiding over the hearings as Administrative Law Judge; and

WHEREAS, the Attorney desires to be retained by the Town in such capacity in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of such consideration are hereby acknowledged, the parties agree as follows.

Section 1. Retention. Subject to the provisions of this Agreement, the Town hereby retains David Eterno and David Eterno hereby accepts retention by the Town to perform the duties of the Attorney as described below. The Attorney shall act at all times as an independent contractor and not as an employee of the Town. The Town and the Attorney shall reasonably establish the day(s) the Attorney shall perform his duties.

Section 2. Attorney’s Duties and Responsibilities.

All duties of the Attorney as set forth in the Town Ordinance, including, but not limited to:

1. Presiding over and adjudicating hearings conducted within the Administrative Adjudication system for Town of Cortland violations, held pursuant to all relevant provisions of the Village Ordinance and applicable statutes of the State of Illinois including but not limited to 65 ILCS 5/1-2.2 and 625 ILCS 5/11-208.3.

2. Reviewing and providing input on notices, documents, and processes used in the Town’s system of administrative hearings;

3. Performing any and all other tasks which are necessary, incidental, or helpful to the Administrative Law Judge’s duties and hearing process under the ordinance and to his obligations as imposed by this agreement and by the Illinois Rules of Professional Conduct;

4. Demonstrate continuous effort to improve and/or uphold hearing procedures, and work cooperatively and jointly to provide for the fair and efficient conduct of hearing for the citizens of Courtland and all other persons and entities appearing before the Administrative Law Judge.

Section 3. Nature of Agreement. The parties acknowledge and agree that the Attorney will be retained as an independent contractor of the Cortland, not as an employee. Nothing in this Agreement shall be construed to create an employee relationship between the parties. The Attorney is not authorized to enter into contracts or agreements on behalf of the Cortland or to otherwise create obligations of the Village to third parties.

Taxes and Other Obligations. The Attorney shall report for Federal and state income tax purposes all amounts received by him under this Agreement as income. The Attorney shall have sole responsibility for the withholding of all Federal and state income taxes, unemployment insurance tax, social security tax, and other withholding with respect to payments made under this Agreement. The Attorney shall not be entitled to any employment benefits of any kind provided by the Cortland to its employees including, but not limited to, vacation pay, sick leave pay, retirement plan and related benefits, social security, workers' compensation insurance, disability insurance, employment insurance benefits, and other benefits of any kind provided by the Village to its employees; The Attorney expressly acknowledges the Attorney's obligation to pay self-employment (if required by law), local, state and Federal taxes, and expressly agrees to make all such payments as may be required by applicable law. The Attorney acknowledges that the Village will report compensation paid to the Attorney on a Form 1099 (if required by law) at the end of the year during which the Attorney's services were provided.

Section 4. Term of Retention. The term of the Attorney's retention hereunder shall commence on the Effective Date and will continue until two years forward from that defective date, and thereafter shall continue for successive periods of two years or unless earlier terminated by either party upon thirty (30) days prior written notice to the other party.

Section 5. Compensation. During the Term, for all services rendered by the Attorney pursuant to this Agreement, the Town shall compensate the Attorney for professional services rendered under this Agreement One Hundred Seventy Five (\$175.00) Dollars per hour of service performed. The Attorney shall not bill the Town for any travel time to/from the Attorney's office to/from the Town's principal location, nor for travel to/from the site of administrative hearings being conducted under this contract for the Town, nor for any copy and faxing of documents. The Attorney shall be responsible for submitting monthly timesheets and invoices of services performed for review and approval by the Town. The Town shall pay the Attorney within thirty (30) calendar days after submission of the invoice. Notwithstanding anything contained herein to the contrary, the Town's obligation to pay any compensation pursuant to this Agreement shall cease upon termination of the Term for any reason or no reason, provided, the Town shall pay the Attorney all compensation which accrues through the date of termination of the Term.

Section 6. Attorney's Representations and Warranties. The Attorney represents and warrants to the Village that the Attorney (a) is duly licensed and in good standing in the State of Illinois as an attorney; (b) has no knowledge of any administrative proceedings or other matters which would affect his licensure within the State of Illinois, (c) agrees that if his license is suspended or terminated by the Attorney Registration and Disciplinary Commission, this contract will be immediately terminated, and (d) agrees the forgoing representations shall be a continuing obligation.

Section 7. Town's Representations and Duties. The Town represents and warrants to the Attorney (a) to provide the Attorney with copies of, or full access to, all pertinent Town ordinances; (b) to provide the Attorney with copies of all relevant policies, rules and regulations related to all matters to be heard via an administrative hearing process; and (c) to provide the Attorney with any appropriate facilities and support staff for any "on-site" duties performed.

Section 8. Notices. Any and all notices, demands, requests, consents, designations and other communications required or desired to be given pursuant to this Agreement will be given in writing and will be deemed duly given upon personal delivery, or on the third day after mailing if sent by certified

mail, postage prepaid, return receipt requested, or on the day after deposit with a nationally recognized overnight delivery service which maintains records of the time, place and receipt of delivery, or upon receipt of a confirmed facsimile transmission, and in each case to the person and address set forth below, or to such other person or address which the Town or the Attorney may respectively designate in like manner from time to time.

Section 9. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Illinois. The Attorney and the Town irrevocably agree and hereby consent and submit to the exclusive jurisdiction of the Circuit Court of DeKalb County, Illinois, with regard to any actions or proceedings arising from, relating to or in connection with this Agreement. The Attorney and the Town hereby waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of DeKalb County, Illinois.

Section 10. Severability. If any provision contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed here-from and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; provided, however, if said invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

Section 11. Entire Agreement. This Agreement constitutes the entire agreement between the Town and the Attorney with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous oral or written agreements between the Town and the Attorney with respect to the subject matter hereof.

Section 12. Interpretation. This Agreement has been prepared jointly by the parties hereto after arms length negotiations, and any uncertainty or ambiguity herein shall be interpreted against any party, but according to the applicable rules of construction and interpretation of contracts.

Section 13. Waiver. No waiver of any provisions of this agreement shall be valid, unless in writing and signed by the person or party to be charged.

Section 14. Amendment. No change or modification of this Agreement shall be valid unless the same may be in writing and signed by the Attorney and the Town.

Section 15. Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

Town of Cortland

Attorney

By:

By:

Town Authorized Representative

Name: David Eterno

Dtd. _____

Dtd. _____

WHEREOF, the Town and the Attorney have executed this Agreement as of the date first written above.