

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on December 21, 2024, and expires December 31, 2025, by and between the Town of Lansing, a corporate municipal subdivision of the State of New York, with its offices at 29 Auburn Road, Lansing, New York, 14882 (hereinafter the "Town") and Jenna Hoellerer, 3143 Hunter Road, Scipio Center, NY 13147 (hereinafter the "Contractor").

1. Background. The Contractor is in the business of providing instruction and related services pertaining to the provision of confidential secretary to the DPW and Highway Superintendent.
2. Independent Contractor. Contractor is and shall be deemed for all purposes an independent contractor. Contractor warrants it has sufficient expertise and experience in administrative services as to properly, safely, and adequately perform the work and services herein required in accord with the best practices of such industry and the municipal needs of the Town. The Town shall not exercise control over the methods and tools used by the Contractor to complete the work and services herein contemplated.
3. Term. The Contractor shall perform all work and services at will, but only so long as the Town desires services given the needs of the DPW and Highway Superintendent's Office. The contractor acknowledges the seasonal and intermittent nature of the Town's needs. The Highway Superintendent does not guarantee any number of available hours, days, or times for work. Contractor must contact the Highway Superintendent's to advise as to the Contractor's schedule of dates, days, and times to perform the work and services herein contemplated.
4. Rules. Contractor shall be required to perform all work and provide all services in accordance with the Town's rules regarding use of Town buildings and facilities, if any, and in accordance with the best and most diligent practices in the Contractor's field of endeavor. However, the Contractor shall be free to meet such specifications on its own schedule, and using its own methods, decisions, designs, and tools. Contractor is not to be subject to supervision or management by the Town respecting the methods and manners by which Contractor completes its work, except as set forth herein respecting compliance with Town rules for visitors, contract employees, and engaged consultants.
5. Payment. Contractor will provide periodic invoices for services provided. Such invoice(s) will be paid at the next regularly scheduled Town Board Meeting via the Town's regular voucher approval process. Contractor shall be paid at a rate of \$41.00 per hour, for a maximum of 20 hours per week, with gross 2025 totals not to exceed \$42,640.00 for the 2025 calendar year without further Town Board approval.
All payments shall be made to the Contractor without offset or withholding for any taxes, and the Contractor acknowledges and agrees that (1) the Town shall annually issue to the Contractor a Form 1099 reflecting all amounts paid, and (2) Contractor shall be solely and exclusively responsible for any and all taxes, fees, interest, and penalties that are or may be due or imposed for all amounts earned, including, but not limited to all payroll, social security, employment, and income taxes or withholdings due, and (3) the Town's sole responsibility will be to issue an appropriate IRS Form 1099 to identify the amount of money earned by Contractor as an independent contractor.
6. Termination. Either party hereto may terminate this Agreement with or without cause, and with immediate effect. Upon any termination, the Contractor will be entitled to payment for the number of hours worked, and the Town shall pay the same upon reasonable documentation thereof.
7. Related Employment/Business Expenses. Contractor must carry its own liability and workers' compensation insurance and acknowledges that the Town does and will not carry workers' compensation insurance for Contractor.

8. General Terms.

A. This Agreement shall be interpreted, construed, and governed by and under the laws of the State of New York, without regard to the application of its conflict of law provisions.

B. If any provision or clause of this Agreement, or the application thereof by either party, is held invalid by a Court or tribunal of competent jurisdiction, then such provision shall be deemed severed, and such invalidity shall not affect any other provision of this Agreement.

C. Nothing contained in this Agreement shall constitute or be deemed to create a relationship of employer/employee, master/servant, partners, or joint venturers; it being expressly understood and agreed that the only relationship between Contractor and the Town created herein shall be that of an independent contractor.

D. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and there are no understandings, representations, or warranties of any kind between the parties except as expressly set forth herein.

E. The waiver by either party of any breach or default by the other party of any provision in this Agreement shall not operate or be construed as a waiver of any other, continuing, or subsequent breach or default by such party.

F. All actions or disputes arising under or in relation to this Agreement, including the interpretation or enforcement hereof, shall be venued in a New York State Court having territorial jurisdiction in or over the County of Tompkins.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement effective as of the day and year first above written.

Town of Lansing

By: _____
Ruth Groff, Town Supervisor

Jenna Hoellerer, Independent Contractor