

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“the Agreement”) is made and entered effective the 1st day of July (“Commencement Date”), by and between the Town of Lake Santeetlah (“Town”), and Alliance Code Enforcement, LLC (“Contractor”) (collectively “the Parties”).

In consideration of the promises, covenants, and agreements herein contained, and for other good and valuable consideration, receipt of which is hereby expressly acknowledged by each of the Parties hereto, it is hereby understood and agreed as follows:

1. **Engagement.** Town hereby engages the Contractor to render independent contracting services and Contractor shall provide those services upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on the Commencement Date, and shall continue until June 30, 2023, and automatically renew for additional one-year terms, unless terminated earlier in the manner provided for in this Agreement.

3. **Duties of Contractor.** During the period of this Agreement, Contractor shall have the full and complete obligation and responsibility for the performance of the duties and/or work of the Zoning Administrator for Town as described in the zoning ordinance for the Town.

4. **Compensation of Contractor.** Town will pay Contractor forty (40) dollars an hour for Contractor’s services. The contracted service will be worked on an “as needed” basis with no assigned hours. The hour will be broken into quarter hours with the time rounded to the nearest quarter hour. Contractor shall invoice Town for its services at least once every month.

5. **Relationship of the Parties.** Contractor is retained by Town only for the purposes and to the extent set forth in this Agreement and Contractor’s relationship to Town shall, during the term of this Agreement, be that of an independent contractor and not an employee. Town shall not withhold, from sums becoming payable to Contractor hereunder, any amounts for state or federal income taxes, FICA (social security) taxes or any other taxes incurred pursuant to this Agreement, during the term of this Agreement. Contractor shall be free to dispose of such portions of its entire time, energy and skill as it is not obligated to devote hereunder to Town in such manner as it deems advisable. This Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Contractor shall not be entitled to participate in any plans, arrangements or distributions by Town pertaining to or in

connection with any pension, stock, bonus, profit sharing or other benefits extended to Town's executives, employees or shareholders.

6. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Contractor in accordance with its independent and professional judgment. Contractor shall perform its services substantially in accordance with generally accepted practices and principles of its trade and in compliance with all applicable laws and regulations. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which Contractor may from time to time belong and to the laws and regulations governing the practice of Contractor's trade.

7. **Termination.** This Agreement may be terminated at any time, with or without cause, by either party upon thirty (30) days written notice. In the case of such a termination, all other terms of this Agreement will remain in effect and shall survive such a termination. Town will not be liable for any additional fees upon termination, except for any earned fees up to termination date.

8. **Taxes.** Contractor agrees that it shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest or penalties owed with respect to any payment provided for in this Agreement. In the event that the Internal Revenue Service or state taxing body should determine that Contractor is, according to I.R.S. or state guidelines, an employee subject to withholding and social security contributions, Contractor shall acknowledge, that all payments to the subcontractor are gross payments, and the Contractor is responsible for all income taxes, state taxes and fees and social security payments thereon.

9. **Indemnity.** Contractor shall at all times protect, indemnify and save harmless Town from any and all claims, demands, judgments, costs, expenses, and all damage of every kind, rendered or incurred by or on behalf of any person or corporation whatsoever, in any manner due to or arising out of any injury to or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and the officers, families, servants and employees, guests, invitees, tenants and contractors, in any manner arising from or growing out of this Agreement, including attorneys' fees connected with the matters and things contained in this Agreement.

10. **Jurisdiction.** Each party hereto consents and submits to (i) the jurisdiction of the courts of the State of North Carolina and of the courts of the United States for a judicial district within the territorial limits of the state of North Carolina for all purposes of this Agreement and any ancillary document to which it

is a party and (ii) the venue of any action or proceeding arising out of or relating to this Agreement being Graham County, North Carolina.

11. **Execution by the Parties.** This Agreement may be executed in multiple counterparts, either in original form or in the form of facsimile copies or electronic (PDF), all of which taken together shall collectively constitute one agreement binding on the Parties.

12. **Amendments, Changes and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement signed by both Parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, superseding all prior written and oral agreements. If any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect. Each party to this Agreement represents and warrants that (a) the party has read this Agreement in its entirety; (b) the party has discussed all aspects of this Agreement with his, her or its attorneys and fully understands all of the provisions and their legal and practical effects; and (c) the party is signing this Agreement freely and voluntarily, without coercion of any kind, and with full knowledge and understanding of its contents.

14. **Interpretation.** For purposes of construction or interpretation of the provisions of this Agreement, it is stipulated and agreed that this document has been jointly prepared and drafted by all of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the contract below.

Town of Lake Santeetlah

Alliance Code Enforcement, LLC

Connie Gross
Mayor

Brandon T. Emory
Managing Member

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer