

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (the "Agreement") is made as of the ____ day of _____, 2008, between the Village of Lombard (the "Village"), an Illinois municipal corporation, and Gary Johnston, of 2N420 Colt, Elburn, Illinois ("Johnston"), an individual, concerning the Village of Lombard's Comprehensive Traffic Safety Program Grant (the "Grant").

1. **Services.** Johnston agrees to serve as the part-time administrator of the Village's Comprehensive Traffic Safety Program. In that position, Johnston's duties shall include, but not be limited to, the preparation of any and all reports required by the Illinois Department of Transportation and/or the Village under the respective Grant requirements. Johnston shall perform all services as outlined in Highway Safety Project Agreement #OP8-3315-242 between the Illinois Department of Transportation and the Lombard Police Department for the implementation of the DuPage Regional Traffic Task Force. (the "Services").

2. **Term.** Subject to the termination provision (Section 9) below, this Agreement shall be for the term of the Grant, which is set to expire on September 30, 2008.

3. **Compensation.** The Village shall pay Johnston at a rate of TWENTY-FIVE DOLLARS (\$25.00) per hour for performance of the above Services. No set-offs of any kind whatsoever shall be made for any and all applicable federal, state, local and other taxes and deductions, which shall remain the sole and exclusive obligation of Johnston as an independent contractor. Johnston shall not receive, nor be entitled to receive, any employee benefits provided to employees of the Village, e.g., vacation days, sick days, compensatory time, life insurance, health insurance, retirement, etc. Upon the termination of this Agreement, Johnston shall be ineligible to file a claim for any benefits, including unemployment compensation, against the Village.

4. **Duties and Obligations.** Johnston shall render the Services in a professional manner and avoid all personal acts that might injure the reputation of the Village of Lombard. Johnston shall not act as a law enforcement officer.

5. **Days and Hours Worked.** Johnston shall perform the Services on such days and at such times, as he deems necessary, subject to the maximum number of work hours to be authorized by Chief Raymond Byrne, or his designate.

6. **Independent Contractor.** Johnston is an independent contractor pursuant to this Agreement, and shall not be deemed to be an employee of the Village. As an independent contractor, it is the responsibility of Johnston to file all necessary tax returns (state, local and federal) and to pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession.

7. **Waiver and Assumption of Liability.** Johnston assumes all liability for personal injuries of any kind or death directly related to his performance under this Agreement. Johnston assumes all liability and responsibility for his personal property while acting under this Agreement.

8. **Return of Village's Property.** Upon the termination of this Agreement, Johnston shall immediately deliver to the Village all related correspondence, letters, e-mails, computer disks or stored information, manuals, contracts, call reports, price lists, mailing lists, customer lists, advertising or product materials, photographs, ledgers, supplies, files, computers, pagers, cellular phones, beepers, other business-related equipment, Village property, checks, petty cash, and all other material and records of any kind belonging to or relating to the Village that are in his possession or control.

9. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party without incurring any penalties or liabilities, provided the terminating party has fulfilled all of its obligations under this Agreement.

10. **Complete Agreement.** This Agreement contains the entire agreement between the parties with respect to the matters covered herein. Johnston acknowledges that he is entering into this Agreement solely on the basis of the written representations contained herein.

11. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois.

12. **Effective Date.** This Agreement shall become effective the date the last signatory signs the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

VILLAGE OF LOMBARD

GARY JOHNSTON

By: _____
William T. Lichter, Village Manager

By: _____

Date: _____

Date: _____