

## INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT")

THIS AGREEMENT is entered into and effective the 1st day of July, 2024 ("Effective Date") by and between ERIE COUNTY LAND BANK ("Land Bank") and JENESSA NORTON ("Norton").

WHEREAS, the Land Bank desires to engage Norton as a Project Manager to organize and oversee the establishment of the Cornerstone Community Land Trust as further set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A ("Services") beginning on or about July 1, 2024; and

WHEREAS, Norton is willing to provide her Services pursuant to this Agreement; represents that she has the unlimited legal right to enter into this Agreement and has the required skill, experience and qualifications to perform all of her obligations hereunder; and that she is not prohibited from so acting by any other agreement, contract, restrictive covenant, or otherwise.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein, and intending to be legally bound hereby, the parties mutually agree:

1. Term. This Agreement is effective as of the Effective Date and shall continue for a period of six (6) months until January 1, 2025 unless modified by both parties in writing, or the Agreement is otherwise renewed or extended, or Norton's engagement is terminated pursuant to Paragraph 5 hereof.

2. Services. Norton will provide Services to the Land Bank in accordance with the following:

(a) Norton will, to the best of her ability, faithfully and industriously perform the Services in accordance with the highest ethical standards and all legal and regulatory requirements;

(b) Such Services include, but are not necessarily limited to, those duties set forth in the scope of work attached hereto and incorporated herein by reference as Exhibit A and additional duties as assigned by the Erie County Land Bank Board of Directors, the Erie County Land Bank Executive Director, and/or the Cornerstone Community Land Trust Board of Directors;

(c) In connection with such Services, Norton will provide a monthly report to the Erie County Land Bank Board of Directors, the Erie County Land Bank Executive Director, and/or the Cornerstone Community Land Trust Board at their monthly board meetings or as otherwise designated by the Land Bank.

(d) Norton may not *sua sponte* perform additional duties unless agreed to by the Land Bank;

(e) The Land Bank shall not control the time, manner or means by which Norton performs the Services hereunder;

(f) The Land Bank will provide Norton with access to its equipment, premises, materials, servers, information and systems to the extent necessary for performance of the Services. Norton has been or will be provided with a laptop or other device to perform the work in addition to a secure server, all of which must be returned to the Land Bank upon completion of the Services and expiration of this Agreement. Unless otherwise specified herein or otherwise agreed to by the parties, Norton will supply all materials, tools, equipment and supplies necessary to perform the Services; and

(g) Norton is solely responsible for any costs or expenses incurred by her in connection with her provision of Services, except that the Land Bank will reimburse Norton for filing fees and related expenses it deems reasonable and necessary in connection with the establishment of the Cornerstone Community Land Trust, within thirty (30) days of Norton's submission of an itemized expense report accompanied by appropriate receipts.

3. Remuneration. It is expected that the Land Bank will require Norton's Services for ten (10) to fifteen (15) hours per week for which the Land Bank will pay Norton a total of fifteen thousand dollars (\$15,000) payable in six monthly installments of two-thousand five hundred dollars (\$2,500) in accordance with the Land Bank's regular payroll practices on or about the \_\_\_ day of each month ("Remuneration "). Such Remuneration is to be paid by the Land Bank from funds designated for the establishment of the Cornerstone Community Land Trust through the Land Bank's fiscal sponsorship thereof. Consistent with Norton's independent contractor status, she will receive a Form 1099 from the Land Bank in accordance with IRS rules and regulations and will be solely responsible for paying all federal, state and local taxes and fees for payments provided by the Land Bank hereunder. Norton will not be eligible for any employment benefits offered by the Land Bank.

4. Independent Contractor Status.

(a) The parties specifically agree and acknowledge that they are not creating an employment relationship. Neither Norton nor her employees or contractors, if any, shall be deemed to be employees of the Land Bank or the Cornerstone Community Land Trust. Similarly, neither the Land Bank, the Cornerstone Community Land Trust nor their employees shall be deemed to be employees of Norton. Nothing in this Agreement is intended to or shall be construed to create any association, partnership, agency, joint venture, employment or similar relationship between Norton and the Land Bank or the Cornerstone Community Land Trust for any purpose. Norton is not an employee of the Land Bank or the Cornerstone Community Land Trust, is not permitted to represent herself as such, and does not have any agency authority on behalf of the Land Bank or the Cornerstone Community Land Trust, except as agreed upon by the parties for the provision of Services. Norton is not authorized to make any representation, contract or commitment on behalf of the Land Bank or the Cornerstone Community Land Trust, or to otherwise bind the Land Bank or the Cornerstone Community Land Trust, unless specifically requested or authorized to do so in writing by the Land Bank for the provision of Services.

(b) Norton will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Land Bank to its employees, and the Land Bank will not be

responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Norton's behalf. Norton shall be responsible for, and shall indemnify the Land Bank against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Norton in connection with the performance of Services hereunder shall be Norton's employees or contractors, and Norton shall be fully responsible for them and indemnify the Land Bank against any claims made by or on behalf of any such employee or contractor.

5. Termination. For any termination under this Agreement, Norton will be entitled to payment for Services performed pursuant to Paragraph 3 through the last day of the month in which termination occurs, but no further Remuneration thereafter. Termination of Norton's engagement by either party shall not be construed to nullify or terminate any covenant or obligation of Norton, specifically including, but not limited to, Paragraphs 4, 7, 8, 9, 10, and 14 herein, which are intended to survive the period of engagement.

(a) Termination Upon Notice. Either party may terminate Norton's engagement for any or no reason by giving at least thirty (30) days' prior written notice to the other party. The Land Bank may elect to pay Norton for fees that would have been incurred in lieu of notice.

(b) Termination for Cause. The Land Bank shall be entitled to terminate Norton's engagement at any time, without notice, upon the occurrence of any of the following:

- (i) Conduct that threatens to bring Norton or the Land Bank into public disrepute, contempt, scandal or otherwise jeopardizes the reputation and/or success of the Land Bank;
- (ii) Commission of, conviction of and/or guilty plea of a felony by Norton;
- (iii) Material acts of theft, breach of fiduciary duty, or gross negligence by Norton;
- (iv) Norton's breach or neglect of the duties required under this Agreement.

6. Other Business Activities. Norton may be engaged or employed in any other business, trade, profession, or other activity. However, Norton is expected to use good judgment, adhere to high ethical standards and avoid situations that create an actual or perceived conflict between her personal interests and those of the Land Bank. In her dealings with and on behalf of the Land Bank or the Cornerstone Community Land Trust, Norton will be held to a strict rule of fair, honest and ethical behavior, and strict compliance with the law. Norton may not use her association with the Land Bank or the Cornerstone Community Land Trust for advancement of personal interests or to obtain favors or benefits for herself, members of her family or any other individuals. Nor may Norton use her association, or knowledge gained therefrom, in any manner that might conceivably jeopardize or damage the interests of the Land

Bank or the Cornerstone Community Land Trust. Any known or potential conflict of interest must be disclosed to the Land Bank, in writing, immediately.

7. Non-Disclosure of Confidential Information. Norton acknowledges that, during the course of her association with the Land Bank or the Cornerstone Community Land Trust pursuant to this Agreement, she may have access to and/or become familiar with the Land Bank's and the Cornerstone Community Land Trust's Confidential Information. "Confidential Information" includes, but is not limited to, customers, suppliers, affiliates, customer lists, customer utilization data, customer contact information, trade secrets, cost structures, financial condition, pricing information, budgets, trends, strategic plans, technical information, proprietary techniques, data, drawings, formulas, test procedures, acquisitions, program documentation, inventions, improvements, developments, designs, formulas and/or discoveries, which are the sole and exclusive property of the Land Bank or of a third party, such as, without limitation, the Land Bank's customers, vendors, suppliers, affiliated companies and/or other entities to whom the Land Bank owes a duty of confidentiality. Confidential Information does not include information which (i) becomes public knowledge other than as a result of a violation of this Agreement; (ii) is rightfully received from a third party without any obligation of confidentiality; (iii) is disclosed pursuant to the order or requirement of a court, administrative agency or other government body; or (iv) is approved for release by the non-disclosing party. Norton acknowledges that the Confidential Information is of great value to the Land Bank and agrees that she will not, without the Land Bank's prior written consent, disclose to any third party, or use for any purpose other than for the exclusive benefit of the Land Bank, any Confidential Information, whether she has such Confidential Information in her memory or whether such Confidential Information is embodied in writing or in some electronic or physical form. This provision is not intended, and shall not be interpreted, to reduce or limit the Land Bank's rights under the Pennsylvania Uniform Trade Secrets Act or any other law pursuant to which it might have rights and/or remedies. Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an entity for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

8. Intellectual Property Rights. The Land Bank is and will be the sole and exclusive owner of all right, title, and interest to all the results and proceeds of the Services performed hereunder and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services (collectively, "Work Product"), including all patents, copyrights, trademarks, trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights therein. Norton agrees that the Work Product is a "work made for hire" as defined in 17 U.S.C. §101 for the Land Bank and all copyrights therein automatically and immediately vest in the Land Bank. Norton shall promptly

disclose to the Land Bank, in writing, any such improvements, inventions, and/or works of authorship that constitute Work Product, whether or not patentable, copyrightable or protected as trade secrets, and, if requested to do so by the Land Bank, shall formally assign and transfer, and by these presents does hereby assign and transfer, to the Land Bank all right, title, and interest, including patents and copyrights, in and to such improvements, inventions, and/or works of authorship. The provisions of this paragraph shall remain in full force and effect during Norton's engagement by the Land Bank and at all times after Norton ceases to be engaged by the Land Bank.

9. Company Property. Any property of the Land Bank entrusted to Norton before or after the signing of this Agreement for Norton's use in performing her obligations hereunder, as well as any copies or duplicates thereof, remain the property of the Land Bank and shall be returned to the Land Bank by Norton upon termination of this Agreement or immediately upon the Land Bank's request. Norton has no right or license to reproduce or use any Land Bank property or materials except solely during the term of this Agreement and only to the extent necessary to perform her obligations hereunder.

10. Indemnification. Norton shall defend, indemnify, and hold harmless the Land Bank and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising out of or resulting from (i) bodily injury, death of any person, or damage to real or tangible personal property resulting from Norton's acts or omissions; or (ii) Norton's breach of any representation, warranty, or obligation under this Agreement.

11. Insurance. During the term of this Agreement, Norton shall maintain adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, with policy limits sufficient to protect and indemnify the Land Bank and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Norton's acts or omissions or the acts or omissions of Norton's agents, contractors, servants, or employees.

12. Notice. Any notice required by this Agreement must be in writing and shall be considered given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Norton, mailed notice will be addressed to Norton at the address listed on Norton's W-9 Form. In the case of the Land Bank, mailed notice will be addressed to the Land Bank Executive Director at the latest publicized address for the Land Bank.

13. Waiver. Waiver by the Land Bank of a breach of any provision of this Agreement by Norton shall not be considered as a prospective waiver by the Land Bank of any subsequent breach by Norton.

14. Assignment. All rights and obligations under this Agreement shall be personal to Norton and shall not be assignable by Norton. The rights and obligations of the Land Bank under this Agreement shall inure to the benefit of and shall be binding upon the Land Bank and its assigns.

15. Entire Agreement. This Agreement contains the entire understanding between the parties hereto. There have been no oral or other agreements of any kind whatsoever as a condition, precedent or inducement to the signing of this Agreement or otherwise concerning this Agreement or the subject matter hereof. Any prior communications between the parties, including the Land Bank's representatives, which are not included in this Agreement, are not binding.

16. Modification. No changes, modifications or alterations of any of the terms and provisions contained in this Agreement shall be effective unless changed, modified or altered in writing and signed by both parties hereto.

17. Severability. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions are not contained herein. If, moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to time, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear in the jurisdiction.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be brought in either the Court of Common Pleas of Erie County or the United States District Court for the Western District of Pennsylvania, Erie Division.

19. Headings. Any headings preceding the text of the paragraphs herein are inserted solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date, intending to be legally bound.

CONTRACTOR:

LAND BANK:

  
JENESSA NORTON

By \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
ERIE COUNTY LAND BANK