

**MUTUAL TERMINATION OF INDEPENDENT CONTRACTOR AGREEMENT  
BETWEEN THE VILLAGE OF ROMEOVILLE AND MARC HOWARD**

This Mutual Termination (“Termination”) of Independent Contractor Agreement (“Agreement”) dated as of April 1, 2020 is entered into between the Village of Romeoville (“Village”) and Marc Howard (“Howard”) as of December 2, 2020.

**WITNESSETH:**

WHEREAS, the Village and Howard entered into the Agreement as of April 1, 2020; and

WHEREAS, Howard has since accepted an offer of an employment position with the Village and began employment with the Village on November 30, 2020; and

WHEREAS, Howard performed services under the Agreement through and including November 25, 2020; and

WHEREAS, Section 2 of the Agreement provides for the termination of the Agreement without cause upon thirty days prior notice; and

WHEREAS, in consideration of Howard’s acceptance of an employment position with the Village, Howard and Village mutually desire to terminate the Agreement effective as of November 25, 2020, and to waive the otherwise applicable notice requirements set forth in Section 2 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Village and Howard agree as follows:

1. Termination; Receipt of Compensation; Release of Further Compensation.  
Village and Howard mutually agree to terminate the Agreement effective as of November 25, 2020. Howard shall be entitled to receive the monthly stipend payable to him pursuant to Exhibit A of the Agreement through and including the month of November, 2020, and acknowledges that as of the date of this Agreement, he has received all monthly stipend payments due and owing to him through and including the month of November, 2020. By executing this Termination, and in consideration of his acceptance of an employment position

with the Village, Howard releases and waives any and all claims whatsoever to any further payment of compensation under the Agreement, whether for commissions or otherwise.

2. Effect of Termination. By their execution of this Termination, the Village and Howard acknowledge and agree that the Agreement shall be terminated, null and void and of no further force or effect whatsoever effective as of November 25, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date first above written.

Village

Village of Romeoville

By: \_\_\_\_\_  
John D. Noak, Village President

Howard

Marc Howard

By: \_\_\_\_\_  
Marc Howard