INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of July, 2011, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **ROLLIE J. HAWK**, of 780 Old Hwy 51 N., Anna, Union County, Illinois,, (the "Independent Contractor", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **SERVICES** - The County hereby retains the Independent Contractor to provide services as outlined in Exhibit A.

2. **TERM** – This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement upon thirty (30) days' written notice.

3. **COMPENSATION** - The County shall pay the Independent Contractor for work actually performed as outlined in Exhibit A.

4. **TIME REQUIREMENTS** -The Independent Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is necessary in the performance of his duties hereunder and shall periodically, or at any time, upon the request of the County, submit data as to the time requirements of work performed and to be performed by him for the County in connection with this Agreement.

5. **COUNTY BOARD MEETINGS** - Independent Contractor shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any and all requested information and reports.

6. **STATUS AS INDEPENDENT CONTRACTOR** - The Independent Contractor is retained by the County only for the purposes and to the extent set forth in this Agreement and the Independent Contractor's relationship to the County shall, during the term of this Agreement, be that of an Independent Contractor. The County shall not withhold, from sums becoming payable to the Independent Contractor hereunder, any amounts for State or Federal Income Tax, or for FICA (Social Security) Taxes, during the term of this Agreement. The Independent Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension or other benefit extended to the County's employees.

7. **WORKER'S COMPENSATION** - The Independent Contractor shall not be covered by any worker's compensation policies of the County.

8. **PROFESSIONAL RESPONSIBILITY** - Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in accordance with his independent and professional judgment. The Independent Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade. This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Independent Contractor may from time to time belong and to the laws and regulations governing the practice of the Independent Contractor's trade in this State.

9. **NO INDEMNITY TO INDEPENDENT CONTRACTOR** – When performing services pursuant to this Agreement, the Independent Contractor shall not be covered any liability insurance policy or self-insurance of the County.

10. **AMENDMENT, MODIFICATION AND WAIVER** - No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Independent Contractor and by the Chairman of the Board of Commissioners of the County. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

11. **SEVERABILITY** - In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

12. **SURVIVORSHIP** - The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

13. **EACH PARTY THE DRAFTER** - This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

14. **GOVERNING LAW** - This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

15. **HEADINGS** - All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

16. **COUNTERPARTS** - This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

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COUNTY OF UNION,
ILLINOIS

By: _____
    RANDY LAMBDIN,
    Chairman, Board of Commissioners

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INDEPENDENT
CONTRACTOR

_____
ROLLIE J. HAWK

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ATTEST:

_____
BOBBY TOLER, JR., County Clerk

Proposal 1 – Email and Website Services

Services

For the fee of $200/month, I would agree to provide the following:

- Space on one of my dedicated Linux-based servers housed in a professional datacenter
- One dedicated public IP address
- Up to 100 email accounts
- Up to 20 gigabytes of traffic per month
- Up to 20 gigabytes of storage space
- Up to 10 MySQL databases
- Archiving of all incoming and outgoing email
- Monthly archival of storage space and databases to DVDs

For the fee of $30/hour, I would agree to provide the following when requested:

- Migration of accounts from existing provider(s) to my server
- Reconfiguring workstations and email clients to use my server
- Migrating DNS settings to my server
- Adding or removing of email or other accounts on server
- Installation of content management or other web-based software and support
- Custom scripting, web design and graphics design
- Other requested labor outside the scope of email and web hosting

Materials

I will provide the following materials as part of the above fees:

- All server hardware
- DVDs for archiving
- All basic server software (Linux operating system, Apache web server, PHP, MySQL server, Interworx control panel software)

Timeline

I anticipate the following timeline if my email and web services are selected:

- Setting up account and storage migration can begin immediately.
- DNS change propagation can take up to a day depending on current settings.
- Migrating email accounts from an old server to a new one is a multi-stage process. In general, it works out to approximately a total of one hour per user/workstation but should take no more than three days to complete.

Proposal 2 – IT Support

Services

For the fee of $30/hour for labor and travel, I would provide IT support with the following in mind:

- Most issues can be addressed within a day, especially if I am allowed access during off-hours.
- On-site work is billed at a 1-hour minimum and in 15-minute increments thereafter.
- Remote or over-the-phone support is billed in 15-minute increments.

Materials

No parts are anticipated other than replacement parts, all of will be provided at cost.

Timeline

I can begin provided IT support immediately.

Proposal 3 – Recommended Setup for Remote Support

Services

Although optional, I highly recommend the following setup. I have used this with other clients in the past and they have been very pleased with the results.

- Setting up a machine (possibly an old workstation) to act as the Internet gateway, VPN server, and firewall. This helps with (a) diagnosing Internet connection issues, (b) monitoring traffic and (c) allowing me to connect remotely to on-site workstations and workstations at other branch sites. (estimate up to $500 in parts and 5 hours labor)
- Installing a VNC server on all workstations to allow me to connect remotely and interact with the machine. (estimate 15 minutes labor per workstation)
- Installing a VPN client on workstations at branch sites and connecting them to the main gateway. (estimate 30 minutes labor per workstation)

Materials

The only materials required for this would be a machine to use as the gateway machine which could just be an old decommissioned machine as it doesn't have to be anything fancy. All software required is free and open source.

Timeline

Based on the information I have about the current setup, this could all be completed and running in about a week's time.

Proposal 4 – IT Maintenance

Services

While optional, I recommend contracting for the following in terms of IT maintenance. This would help to prevent issues that come up as IT support and would help to prevent issues that may not have previously been considered. There may also be compliance issues with the State of Illinois in terms of security, data retention, etc. At the very least, I recommend considering the following in preparation for the transition to the new courthouse and network.

These services could all be performed during off-hours and weekends. If desired, once I have a better idea of the current network status, I could provide these services for a flat monthly fee instead of at normal IT support rates.

- Weekly security updates and maintenance to servers (estimate 30 minutes per server)
- Weekly full backups of servers to external drives and DVDs (estimate 1 hour per server)
- Monthly security updates to all workstations (estimate 15 minutes per workstations)
- Monthly backups of all user data on workstations to external drives and DVDs (estimate 15 minutes per workstation)
- Monthly virus sweeps of all servers and workstations (estimate 4 hours total)
- Some of these activities could naturally be overlapped, again depending on the current setup.

Materials

This will depend largely on the amount of data being backed up but at the very least several large external drives would be required and would need replaced when full and blank DVDs would be needed on a regular basis. I can provide all other required hardware and software to these ends.

Timeline

I could begin providing IT maintenance services immediately.