

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of June, 2013, by and between the COUNTY OF UNION, ILLINOIS, a body politic and corporate (the "County"), and Rollie 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 act as the County's Chief Information Officer as described in the Chief Information Officer Job Description ("Addendum A").
2. **HOSTING** - The Independent Contractor will provide the hosting of the County's public email and public website services on a server where the County is allotted one hundred gigabytes (100GB) of storage, twenty gigabytes (20GB) of monthly bandwidth and twenty (20) databases on a ten megabit per second (10Mbps) redundant connection in a professional datacenter.
3. **TERM** – This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement with thirty (30) days written notice.
4. **COMPENSATION** – The County shall pay the Independent Contractor on a monthly basis at the rate of five thousand dollars (\$5000.00) per month. This will be paid by the county at the end of the first payroll period of each month.
5. **REIMBURSEMENT** – The County shall reimburse the Independent Contractor for any equipment or services purchased by the Independent Contractor in pursuit of the duties in Addendum A within thirty (30) days of receiving a copy of a receipt of that purchase.
6. **TRAININGS AND CONFERENCES** – At the request of the County, the Independent Contractor will attend trainings, conferences and other professional gatherings as a representative of the County. The Independent contractor will be reimbursed for registration fees, travel, lodging, meals and all other expenses directly resulting from attending the event.
7. **COUNTY CREDIT** – The Independents shall be provided with a County credit card to be used for purchases made on the County's behalf. The Independent Contractor will provide the County with receipts and a detailed record of purchases made on County credit.
8. **TIME REQUIREMENTS** – The Independent Contractor shall devote, during the term of this Agreement, such time, energy, and skill as is necessary in the performance of his duties hereunder and shall, upon the request of the County, submit data as to the time requirements of work performed for the County in connection with this Agreement. This will normally be thirty-five (35) to forty-five (45) hours per week inclusive of travel, work performed on-site or off-site and additional consultation.
9. **ON-CALL STATUS** – The Independent Contractor is understood to be on-call as needed by the County. In the case of an emergency, as determined by the Board or IT

Committee, the Independent Contractor shall have a response time of no more than two (2) hours. At the request of the County, the Independent Contractor will be certain to remain within the county for important events such as elections or trials.

10. **SECONDARY AGREEMENTS** – The Independent Contractor agrees to give this agreement with the County priority ahead of any other service agreement with any other entity.

11. **COUNTY BOARD MEETINGS** – The 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. The Independent Contractor shall also attend other board and committee meetings as requested by the County.

12. **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.

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

14. **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.

15. **INDEMNITY TO INDEPENDENT CONTRACTOR** – When performing services pursuant to this Agreement, the Independent Contractor shall be covered by any liability insurance policy or self-insurance of the County.

16. **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.

17. **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 construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 THEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION,  
ILLINOIS

INDEPENDENT  
CONTRACTOR

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DON DENNY,  
Chairman, Board of Commissioners



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ROLLIE HAWK

ATTEST:

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TERRY BARTRUFF  
County Clerk

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CHIEF INFORMATION OFFICER  
JOB DESCRIPTION  
COUNTY OF UNION, ILLINOIS

POSITION SUMMARY

The Chief Information Officer (CIO) is the appointed official responsible for being the primary authority and expert on the County's Information Technology (IT) systems. The CIO is tasked with having knowledge of how different kinds of information flow between the county's various departments as well as facilitating that flow by use of improved procedures and technology.

The CIO also acts as a liaison to the public via the Internet and other media. Using a working knowledge of public records, privacy and confidentiality, the CIO will facilitate the publication of data and will represent the county as required to promote the utilization of county resources.

As a senior level manager, the CIO is also responsible for assisting the County Board of Commissioners with various county-wide administrative tasks. This includes assisting the Board in developing County-wide policies and procedures and acting as a Freedom of Information Act (FOIA) Officer for the County.

The CIO is the administrator over the county's IT Department at such time as one is created.

PRIMARY DUTIES

- Maintain the County's computers, networks and other equipment deemed to fall under the umbrella of IT
- Develop policies and procedures related to the use of the County's various Information Systems
- Develop long-term purchasing plans and other strategic planning as related to IT
- Act as the County's primary contact person with vendors that fall under the umbrella of IT
- Improve the flow of information between offices and with the public
- Collaborate with Elected and Administrative personnel on various IT projects
- Provide staff training
- Develop and maintain various County online resources
- Various programming, scripting and graphics design tasks
- Act as the network administrator of County networks
- Troubleshoot IT and related issues
- Advise the County in areas of security, privacy and confidentiality
- Provide consultation to the County's Elected and Administrative offices
- Purchasing software, equipment and services on behalf of the County
- Maintain maximum uptime of County resources
- Keep the IT Committee apprised of issues related to IT
- Other activities required to keep county IT resources functional and in good working order

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## SECONDARY DUTIES

- Attend County Board meetings and prepare information for public display
- Provide technical support in all areas of technology within the Union County Courthouse including the court system, trainings and events of public interest
- Promote County services and resources via the Web and other media
- Act as a FOIA officer for the County
- Assisting the Board on county-wide administrative tasks
- Writing copy for use in online content, press releases, policy and procedure manuals, etc.
- Review contracts with various vendors
- Other duties as assigned

## QUALIFICATIONS

- Knowledge of IT software and systems
- Excellent management and leadership skills
- Knowledge of County policy and procedures
- Ability to operate in stressful situations
- Knowledge of County offices and functions
- Knowledge of local, state and federal laws and compliance related to IT
- Excellent written and verbal communications skills
- Ability to prioritize tasks coming from various offices

## EDUCATION/EXPERIENCE

The CIO should have at least a bachelor's degree in Computer Science, Information Technology, Business Management, Mathematics or related fields and at least ten years experience in the areas of Information Technology and Management.

## PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

## WORK ENVIRONMENT

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The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position is typically office or administrative work and is not substantially exposed to adverse environmental conditions.

**CERTIFICATES, LICENSES, REGISTRATIONS**

None.

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