

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of July, 2010, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **MIKE SMITH**, of 1120 East Davie Street, 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 representative and onsite observer regarding design and construction of a new Union County Courthouse.
2. **TERM** - This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement upon written notice.
3. **COMPENSATION** - The County shall pay the Independent Contractor on an hourly basis for work actually performed at the rate of forty four dollars (\$44) per hour. Mileage shall be reimbursed at a rate of fifty cents (\$0.50) per mile.
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. **INDEMNITY TO INDEPENDENT CONTRACTOR** – When performing services pursuant to this Agreement, the Independent Contractor shall 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.

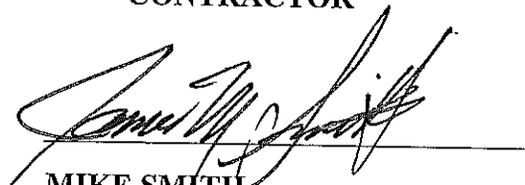
16. **COUNTERPARTS** - This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

**COUNTY OF UNION,
ILLINOIS**

**INDEPENDENT
CONTRACTOR**

By: 
**RANDY LAMBDIN,
Chairman, Board of Commissioners**


MIKE SMITH

ATTEST:


BOBBY TOLER, JR., County Clerk