

SERVICES AGREEMENT

This Agreement is made by and between Algonquin Township Clerk (hereinafter the "Township"), 3702 U.S. Highway 14, Crystal Lake, Illinois 60014 a unit of local government of the State of Illinois, and the Contractor, named below, to act as Assistant to the Clerk as required.

It is agreed and understood that the Contractor is an Independent Contractor and not an employee of the Township. In addition it is understood and agreed that the Contractor is not entitled to any benefits provided by the Township.

The Contractor affirmatively represents that he is an independent contractor.

It is agreed and understood that the Contractor will be paid \$17.00 per hour for work.

The term of this Agreement will be from date of execution to the date of termination.

It is further agreed that the Contractor shall:

- 1) lift boxes that may exceed the weight of 20 lbs.
- 2) file, organize, scan and review Township documents.
- 3) have his own cell phone and provide the Clerk his cell phone number.
- 4) be in contact with Township attorneys regarding FOIA requests.
- 5) not assign the duties to be performed under this agreement to any other individual without the express written permission of the Clerk.
- 6) shall only report to the Algonquin Township Clerk.
- 7) comply with the Drug Free Workplace Act.
- 8) comply with Policy Prohibiting Sexual Harassment.
- 9) comply with all provisions of the Illinois Human Rights Act, including and not limited to not discriminate against the hiring of employees based upon citizenship status, race, color, ethnicity, or gender. 775 ILCS 5/1-101 et seq.

It is further agreed by the parties that:

- 1) That this Agreement can be terminated without notice by the Clerk at any time and without cause.
- 2) This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of

the agreements between the parties hereto with respect to the said matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other agreements, statements, or promises not contained within this Agreement shall be valid or binding.

3) **Nothing within this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between the Township and the Contractor or any of the Contractor's agents or employees. The Contractor assumes exclusive responsibility for the acts of its employees, or agents as they relate to the services to be provided during the course and scope of their employment. The Contractor, its agents and employees, shall not be entitled to overtime pay, sick time pay, vacation pay, participation in the Township's retirement program or health insurance program, or workers compensation.**

4) This agreement shall not be assigned by the Contractor to any third party, without prior written approval of the Clerk. Further, the contractor shall not employ any person to perform the work of the contractor without the express written approval of the Clerk.

5) Contractor shall at all times hold confidential all information obtained in the course of this Agreement. **Further, Contractor shall not speak to the press regarding contractor's work at the Township.** Any communication with the press shall be an immediate breach of this Agreement and termination of said agreement.

6) In the event that any action is filed in relation of this Agreement, the Contractor shall be responsible for the payment of their own legal fees.

7) It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois and that venue shall be the 22nd Judicial Court, McHenry County, Illinois.

8) That should any provision contained within this agreement be found, for any reason, to be invalid, illegal or unenforceable, it shall not affect any other provision hereof, and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Date: 1/16/2018

Algonquin Township Clerk
Karen E. Lukasik
Karen Lukasik

Independent Contractor:

Jack Barrett

Jack Barrett

Jack Barret