



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Authorizing County Executive to Execute a Professional Services Contract with Second
Administrative Adjudication Hearing Officer Candidate James W. Fessler**

WHEREAS, the progression of the Administration Adjudication process for Will County is at a point in time where the hiring of a second hearing officer is necessary, and

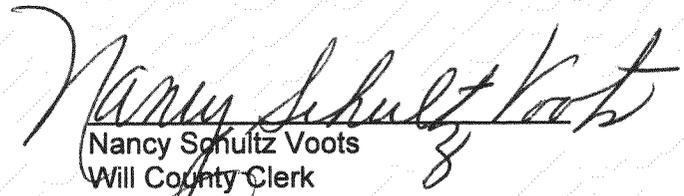
WHEREAS, based upon presentations and recommendations made, the Will County Judicial Committee has accepted the recommendation to authorize the Will County Executive to execute a professional services contract with the Second Administrative Adjudication Hearing Officer Candidate James W. Fessler.

NOW, THEREFORE BE IT RESOLVED, that the Will County Board hereby directs the County Executive to execute a professional services agreement with the Second Administrative Adjudication Hearing Officer Candidate James W. Fessler, at a fair and reasonable compensation, taking into account the estimated value, scope, complexity and professional nature of the services to be rendered, as previously established for the first Hearing Officer. Final agreement subject to the review and approval of the Will County State's Attorney's Office.

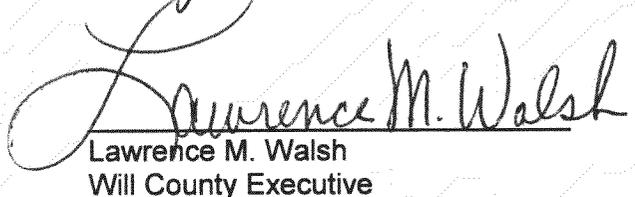
BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 17th day of October, 2013.

VOTE: YES: 25 NO: 0 PASS: _____ (SEAL)


Nancy Schultz Voots
Will County Clerk

Approved this 17th day of October, 2013.


Lawrence M. Walsh
Will County Executive

HEARING OFFICER SERVICES AGREEMENT
RE: ADMINISTRATIVE ADJUDICATION

THIS HEARING OFFICER SERVICES AGREEMENT (this "Agreement") is made between Will County, Illinois (the "Client"), 302 N. Chicago St., Joliet, IL, and James W. Fessler of Klein, Thorpe & Jenkins, Ltd., (the "Hearing Officer,") 20 N. Wacker Dr., Suite 1660, Chicago, IL 60606.

RECITALS

Client desires to retain Hearing Officer to provide professional consulting and hearing officer services related to the resolution of ordinance violations processed through the Will County administrative adjudication program in Will County, IL. The Hearing Officer desires to perform such services according to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. **Scope of Agreement.** The scope of services to be performed is outlined in Exhibit "A" of this Hearing Officer Services Agreement. This Agreement constitutes the entire agreement between Client and the Hearing Officer and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Client and the Hearing Officer. This Agreement shall apply only to the Services set forth in the scope of services to be accomplished after the effective date, and prior to the termination, of this Agreement except as may be modified or expanded during the term of this Agreement by mutual written consent of both Client and the Hearing Officer (or by their authorized representatives).

2. **Performance of Services.** The Hearing Officer agrees that he will, at all times, faithfully, industriously, and to the best of his ability, experience, and talents perform all the duties that may be required of and from him. Such duties shall be rendered within the State of Illinois.

3. **Term.** This Agreement shall commence on the 17th day of October, 2013 and continue until terminated in accordance with this agreement.

4. Compensation and Times of Payment

4.1 Fees. The Hearing Officer's fees shall not exceed \$170.00 per hour for all services for the remainder of FY 2013 and FY 2014. The parties agree that the minimum to be billed for hearing time shall be no less than 2.0 hours. Travel time shall not be billed.

4.2. Business Expenses. The Hearing Officer may submit for reimbursement of any costs and expenses, for any supplies required by Will County but not provided directly by Will County to carry out the Services, including (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies. The Hearing Officer must provide all vehicles used by the Hearing Officer, except rental vehicles to the extent permitted under Section 5.2.

4.3. Transportation Related Expenses. Will County shall reimburse the Hearing Officer for reasonable and necessary transportation related expenses incurred by the Hearing Officer in the course of providing the Services. The transportation related expenses shall include the cost of airline tickets, lodging, meals and automobile rental, parking, cab/shuttles, gratuities and other necessary and proper expenses when Hearing Officer travels on behalf of Client in performance of services under this contract and such travel is mutually agreed upon by the Client and Hearing Officer ahead of time. Transportation related expenses shall not include, regardless of location, (a) transportation to the administrative hearings in Will County (b) mileage, repair, maintenance, or fuel expenses for Hearing Officer's own vehicles or (c) the cost of any form of entertainment.

4.4. Invoices. Monthly invoices and detailed time and expense reports shall be provided by the Hearing Officer to the Client on the first of each month. Payment of billable hours and expenses will be made to the Hearing Officer by the Client within 30 days of receipt of such invoices.

5. Relationship of the Parties.

5.1 Independent Hearing Officer. The relationship between the parties is that of independent contractor. Nothing herein shall be construed to create a joint venture, partnership or employee/employer relationship. The Hearing Officer shall not be considered an agent or an employee of Will County for any purpose.

- 5.2 **No Fringe Benefits.** As an independent Hearing Officer, the Hearing Officer shall have no right to any compensation from Will County other than the Fees and the reimbursement of Business and Transportation Related Expenses (in Paragraphs 4.2 and 4.3). Without limiting the foregoing, Will County shall have no obligation to provide the Hearing Officer with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.
- 5.3 **No Authority.** The Hearing Officer possesses no authority to bind Client for any promise, obligation, agreement or representation unless specifically authorized by Client in writing.
- 5.4. **Liabilities.** The Hearing Officer shall not contract or incur any liabilities on behalf of Will County without specific written authorization from Client.

6. Indemnification.

6.1 Hearing Officer shall indemnify, defend and save harmless the Client, its officers, officials, agents, employees, representatives and assigns, from all lawsuits, actions, costs, including reasonable attorneys' fees, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as a result of any acts or omissions of said Hearing Officer, his agents or employees and arising out or related to the of the performance of any of the provisions of the contract.

6.2 The Client shall indemnify, defend and save harmless the Hearing Officer, his agents or employees from lawsuits, actions, costs, including reasonable attorneys fees, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of any acts or omissions of said Client, its officers, officials, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

7. Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events:

- 7.1 Mutual written agreement between Will County and the Hearing Officer;

7.2 The Hearing Officer's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the Hearing Officer;

7.3 The Hearing Officer's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

7.4 Improper professional or unethical conduct by the Hearing Officer or any individual performing services on behalf of the Hearing Officer;

7.5 Upon written notice of termination of this Agreement. This Agreement may be terminated by either party hereto upon thirty (30) day's notice to the other party. Client may terminate this agreement for whatever reason at whatever time during the term of this Agreement, and Hearing Officer shall be entitled to immediate payment of the remaining unpaid reimbursable expenses and fees due pursuant to the provisions of this Agreement and as further set forth in Paragraph 4. Unless terminated for cause, or at the end of the term, or as a result of Hearing Officer's failure to render services in accordance with the general scope of services (Exhibit A), Hearing Officer shall, upon termination of this Agreement by either Hearing Officer or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested, or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

7.6 On November 30th, 2014 unless earlier terminated in accordance with this agreement or extended by mutual agreement of the parties.

7.7 If this Agreement is terminated for any reason, except for cause as set forth in paragraphs 7.3 and 7.4, the Hearing Officer shall be entitled to payment for all services completed at the time of notice of such termination pursuant to the provisions of paragraph 4.4.

8. **Disputes.** Any disputed or questioned charges, activities, or obligations will be forthrightly substantiated and resolved by both parties in good faith. Invoice items not questioned in writing within 30 days of the invoice date will be deemed accepted and payable.

9. **Confidentiality.** All information provided to the Hearing Officer by Client shall be treated as confidential. Hearing Officer will maintain adequate security for all documents, notes and information provided by Client and will not disclose or discuss in any manner any information about client or its business to any third party without prior and explicit approval of an authorized representative of client.

10. **Work Product.** All work produced pursuant to this agreement shall be the property of the County of Will and not otherwise distributed without Will County's permission.

11. **Miscellaneous**

11.1 **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois. Any action at law, suit in equity or other judicial proceeding relating to this Agreement or any provision thereof shall be instituted and conducted in the County of Will, State of Illinois.

11.2 **Assignability.** The Hearing Officer's rights and obligations under this Agreement are personal in nature to James W. Fessler and not assignable, including to any other person in Klein, Thorpe & Jenkins, Ltd. The Hearing Officer shall neither assign such rights nor delegate his duties.

11.3 **Notice.** Notices pursuant to this agreement shall be sent as follows:

James W. Fessler
KLEIN, THORPE AND JENKINS, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

Lawrence M. Walsh
Will County Executive
302 N. Chicago Street
Joliet, Illinois 60432

It shall be the duty of each party to notify the other in the event of a change of address.

11.4 **Severability.** Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.

IN WITNESS WHEREOF, the parties have executed this agreement on 17th day of October, 2013.

County of Will

By: _____
County Executive LAWRENCE M. WALSH

Hearing Officer:

James W. Fessler

Exhibit A

HEARING OFFICER SCOPE OF WORK

Upon the request of Will County (the "Client"), James W. Fessler, of Klein, Thorpe & Jenkins, Ltd., (the "Hearing Officer") shall perform services for the Client including, but not limited to, the following:

1. Provide expertise in organizing the commencement of the Will County Administrative Adjudication process.
2. Work with officials and employees from each department that will send ordinance violations through the adjudication process to gather information on county and departmental policies and issues faced by code enforcement officials.
3. Provide any necessary input to the development of an effective adjudication software program.
4. Become knowledgeable about Will County ordinances and fine structures pertaining to the adjudication program.
5. Conduct fair and open hearings designed to resolve ordinance violations in the most effective, efficient manner possible and pursuant to all laws of the State of Illinois and ordinances of Will County.