



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

**Authorizing County Executive to Execute a Professional Services Contract with  
Administrative Adjudication Hearing Officer Kelly Gandurski**

WHEREAS, the Administration Adjudication process for Will County is at a point in time where the hiring of a 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 Administrative Adjudication Hearing Officer Candidate Kelly Gandurski.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby directs the Will County Executive to execute a professional services agreement with Administrative Adjudication Hearing Officer Candidate Kelly Gandurski, 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 19th day of November, 2015.

<b>AYES:</b>	Howard, Ogalla, Moustis, Singer, Moran, Rice, Harris, Traynere, Bennefield, Fritz, Freitag, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Staley-Ferry, Babich, Wilhelmi, Hart, Tuminello, Weigel, Collins, Ferry
<b>LEFT MEETING:</b>	Gould, Maher

Result: Approved - [Unanimous]

Nancy Schuitz Voots (SEAL)  
Will County Clerk

Approved this 23<sup>rd</sup> day of November, 2015.

Lawrence M. Walsh  
Will County Executive



OFFICE OF THE COUNTY EXECUTIVE  
COUNTY OF WILL

20.2.a

WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

JENNIFER SCHARF  
Operations Manager

Direct Dial: (815) 740-8382

Fax: (815) 740-4600

Email: [jascharf@willcountyillinois.com](mailto:jascharf@willcountyillinois.com)

October 26, 2015

Interviews, Oct 21<sup>st</sup> and Oct 22<sup>nd</sup>, for 2 Hearing Officers for Administration Adjudication

Panel of interview participants: Robert Contro, Ragan Freitag and Jennifer Scharf

6 candidates chosen:

1. Kelly Gandurski
2. Thomas Condron
3. Harry Blackburn
4. Michael Carroll
5. Frank Dufkis
6. Amy Melton

The candidates were selected from the interviewers from a group of 11 that applied for this position. The top 6 were selected as written above.

Each candidate was asked the same questions and the panel each had a chance to ask their own questions that would help with the ultimate decision.

After 2 days of interviewing, the panel discussed their thoughts and decided unanimously that Kelly Gandurski and Michael Carroll would be the most qualified for the job.

At this time I would like to recommend Kelly Gandurski and Michael Carroll.

Thank you,

Jennifer Scharf, Operations Manager

Attachment: Recommendation RFQ Tab (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

# BID TABULATION FOR

DEPARTMENT: BID #2016-51

Adjudication Hearing Officer RFQ

DUE: 10-9-15, 2:00 PM

ORIGINAL

RESPONDENT INFORMATION	REQUIREMENTS	SUBMITTAL
<p><b>Kelly Gandurski</b> Nielsen, Zehe &amp; Antas, PC 55 West Monroe Street, Ste. 1800 Chicago, IL 60603 <a href="mailto:kgandurski@nzalaw.com">kgandurski@nzalaw.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/1/15, 10:51 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour (min 2 hrs) + Reimbursement of Travel Expenses</p>
<p><b>Thomas J. Condron</b> Attorney at Law 1249 Arthur Road Naperville, IL 60540 <a href="mailto:conelling@aol.com">conelling@aol.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/2/15, 9:11 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour</p>
<p><b>Shelby Webb, Jr.</b> <b>Legal Resolve Inc.</b> 332 S. Michigan Ave 10th Floor, Suite M-898 Chicago, Illinois 60604 <a href="mailto:webbs@legalresolve.com">webbs@legalresolve.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/5/15, 11:12 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$170 per hour + Reimbursement of Travel Expenses tbd</p>
<p><b>Harry A. Blackburn</b> 16129 Seneca Lake Circle Crest Hill, IL 60403 <a href="mailto:hblackburnlaw@gmail.com">hblackburnlaw@gmail.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/7/15, 10:28 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$50 per hour</p>
<p><b>Michael F. Carroll</b> 9641 W 153<sup>rd</sup> Street, Suite 47 Orland Park, IL 60462 <a href="mailto:mike@mikecarrolllaw.com">mike@mikecarrolllaw.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/8/15, 9:36 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$200 per hour + one way drive time</p>
<p><b>Frank R Dufkis, Esq.</b> PO Box 9718 Naperville, IL 60567-9718 <a href="mailto:Frd926@yahoo.com">Frd926@yahoo.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/8/15, 10:50 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$100 per hour</p>

Attachment: Recommendation RFQ Tab (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

# BID TABULATION FOR

DEPARTMENT: BID #2016-51

Adjudication Hearing Officer RFQ

DUE: 10-9-15, 2:00 PM

**ORIGINAL**

BIDDER INFORMATION	REQUIREMENTS	SUBMITTAL
<p><b>David G. Eterno</b> 910 N Marsha Drive Palatine, IL 60067 <a href="mailto:deterno@aol.com">deterno@aol.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: Possible Schedule Conflicts – see letter</p>	<p>Received: 10/8/15, 12:56 PM # of Copes: 1 orig + 10 copies  Fixed Rate \$150 per hour</p>
<p><b>Joan Vasquez</b> 20063 N Rand Road Palatine, IL 60074 <a href="mailto:jvasquez@vasquez-law.com">jvasquez@vasquez-law.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: Possible Schedule Conflicts – see letter</p>	<p>Received: 10/9/15, 9:43 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$125-150 per hour</p>
<p><b>Amy L. Melton</b> 23 West Jefferson St Joliet, IL 60432 <a href="mailto:amy@ameltonlaw.com">amy@ameltonlaw.com</a></p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/9/15, 10:09 AM # of Copes: 1 orig + 10 copies  Fixed Rate \$150 per hour</p>
<p><b>Meanith Huon</b> PO Box 441 Chicago, IL 60690 <a href="mailto:Huon.meanith@gmail.com">Huon.meanith@gmail.com</a>  Rec'd via email</p>	<p>References: No Resume: Yes License: No Exceptions: None listed</p>	<p>Received: 10/2/15, 8:28 PM # of Copes: 1 via email  Fixed Rate \$ none listed</p>
<p><b>Robert H Anderson</b> 11025 South Longwood Drive Chicago, IL 60643 <a href="mailto:Rha3000@hotmail.com">Rha3000@hotmail.com</a>  Rec'd via email</p>	<p>References: Yes Resume: Yes License: Yes Exceptions: None</p>	<p>Received: 10/9/15, 10:09 AM # of Copes: 1 via email  Fixed Rate \$150 per hour</p>

Attachment: Recommendation RFQ Tab (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

Received and recorded by Rita Weiss, Purchasing Director



NIELSEN, ZEHE  
& ANTAS, P.C.

Attorneys at Law

*Kelley A. Gandurski*  
*Direct Line: (312) 635-1834*  
*Direct Fax: (312) 264-6149*  
*E-Mail: kgandurski@nzalaw.com*

55 West Monroe Street  
Suite 1800  
Chicago, Illinois 60603  
Phone: (312) 322-9900  
Fax: (312) 322-9977  
[www.nzalaw.com](http://www.nzalaw.com)

September 28, 2015

**Via US Mail:**

Ms. Rita Weiss  
Purchasing Director  
Will County Office Building  
302 N. Chicago St.  
Joliet, IL 60432

**Re: RFQ Will County Adjudication Officer**

Dear Ms. Weiss,

Please see the attached Qualification Statement for the Will County Adjudication Officer position on behalf of Kelley A. Gandurski. As you will note from my submission, I have enclosed (1) a Qualification Statement; (2) copy of my Illinois Certificate of License in good standing with the State of Illinois; (3) my 2015 Attorney Registration and Disciplinary Commission card in good standing; (4) three professional references and (5) my billing proposal.

Please feel free to contact me at any time at [kgandurski@nzalaw.com](mailto:kgandurski@nzalaw.com) of 312-635-1834.

Very truly yours,

Kelley A. Gandurski

Encl.

Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)



**NIELSEN, ZEHE  
& ANTAS, P.C.**

Attorneys at Law

*Kelley A. Gandurski*  
 Direct Line: (312) 635-1834  
 Direct Fax: (312) 264-6149  
 E-Mail: [kgandurski@nzalaw.com](mailto:kgandurski@nzalaw.com)

55 West Monroe Street  
 Suite 1800  
 Chicago, Illinois 60603  
 Phone: (312) 322-9900  
 Fax: (312) 322-9977  
[www.nzalaw.com](http://www.nzalaw.com)

September 28, 2015

**Via US Mail:**

Ms. Rita Weiss  
 Purchasing Director  
 Will County Office Building  
 302 N. Chicago St.  
 Joliet, IL 60432

**Re: Qualification Statement for Will County Adjudication Officer**

Dear Ms. Weiss,

By way of introduction, my name is Kelley A. Gandurski, and I am an attorney at the law firm of Nielsen, Zehe & Antas, P.C. in Chicago, Illinois. Please allow this statement to serve as my expressed interest in representing Will County as an Adjudication Officer. Please consider this my independent proposal.

I began my legal career as a law clerk for the City of Chicago Department of Law, originally assigned to the Building and Land Use Litigation Division. In December of 2004, the City of Chicago hired me as an Assistant Corporation Counsel ("ACC") assigned to the Administrative Hearings and Administrative Review Unit of the Law Department. As an ACC, I gained specialized knowledge in the Administrative Hearings enabling statutes pursuant to Illinois Code and practice under rules of administrative procedure. As an ACC prosecutor, I successfully handled specialized matters for the City of Chicago in the areas of building and land use prosecutions, which included zoning violations, building code violations, heat code violations and other matters which may present a dangerous or hazardous condition to the citizens of the City of Chicago. Furthermore, I learned the importance of following administrative procedure as outlined under the Illinois Statutes as I also defended the City of Chicago in matters of Administrative Review in the Circuit Court of Cook County.

Upon leaving the City of Chicago in 2007, I became an attorney at the law firm of Sosin & Arnold, Ltd., in Orland Park, Illinois. As an attorney at Sosin & Arnold, I handled litigation for several municipalities. In September of 2008, I completed the formal training required of Illinois municipal hearing officers in accordance with the provisions of Public Act 90-516, approved August 22, 1997. A copy of that certificate is attached to this packet. From September of 2008 through June of 2010, I was a hearing officer for the Village of Lemont, Illinois. I presided over adjudication matters pertaining to building code violations, zoning violations, traffic matters, and ordinances pertaining to juveniles such as underage drinking and curfew. As both an ACC and adjudication officer for the Village of Lemont, I became familiar with the software system utilized by municipalities, and understand the importance of

Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)



Ms. Rita Weiss  
September 28, 2015  
Page 2

reviewing all evidence submitted and making a clear and concise record. I also have knowledge in the legal standards and requirements for making a determination as an adjudication officer.

Importantly, I have specialized training in interacting with the public who are issued such violations and understand that the public represents themselves mostly *pro se* during this matters. My adjudication style is to provide an announcement at the opening of hearings and to inform the attendees of the procedures and expectations of the administrative forum. I also thoroughly enjoy working with the public, especially juveniles, and providing them with an understanding of the nature of the offense while simultaneously allowing the citizens an opportunity to pay a fine or serve community service in lieu of being prosecuted through the Court system where such offenses may be placed on one's record. I believe my adjudication style is one that conforms with the adjudication rules and local ordinances, treating all respondents with respect, while simultaneously running an efficient hearing room. As a hearing officer I understand that the hearing call can be quite heavy, so the need for efficiency is a priority. It is also important to ensure that the administrative forum is respected in the same manner as a courtroom.

I have also attached a copy of my resume for your consideration. As previously noted, I have had experience working for in the administrative adjudication division for the City of Chicago Department of Law as a prosecutor and defense attorney in Administrative Review. Additionally, I also represented the Village of Crestwood in municipal matters while working as an attorney for Sosin & Arnold, Ltd. Finally, I presided as a hearing officer for the Village of Lemont during my tenure at Sosin & Arnold, Ltd. It is my desire to continue my experience as an administrative hearing officer and to continue to work with local governments.

As required in this Request for Qualification, I believe that neither my law firm, Nielsen, Zehe & Antas, P.C. nor myself have any conflicts which would prevent me from presiding as an adjudication officer.

A list of my professional references is attached to this statement as well as a copy of my license to practice law in Illinois. I have also attached a billing proposal of costs and charges.

Very truly yours,

NIELSEN, ZEHE & ANTAS, P.C.

By:

  
Kelley A. Gandurski

Enc.

# Kelley A. Gandurski

## EXPERIENCE:

*June 28, 2010- Present*                      *Nielsen, Zehe & Antas, P.C., Chicago, IL*  
*Senior Attorney*

Primary practice in the areas of insurance subrogation (tort claims), commercial litigation and insurance defense matters. Maintain over fifty matters in various jurisdictions in state and federal courts throughout the United States. Advise clients directly in the areas of litigation and recovery. Lead attorney on all trials. Participated in multi-million dollar, week-long arbitration in Wisconsin. Participated in large litigation defense matter involving temporary restraining order in the Circuit Court of Cook County and obtained verdict in favor of client at a preliminary injunction hearing in the same matter. Initiate and hold weekly docket meetings for organization of Associates' court appearances, statute of limitations deadlines and deposition deadlines. Highly experienced in drafting written analysis of claims to clients in multiple jurisdictions, drafting and arguing summary judgment, and taking party and expert depositions. Advise clients and participate in mediation.

*September 4, 2007- June 7, 2010*                      *Sosin & Arnold, Ltd., Palos Heights, IL*  
*Attorney*

Primary practice in the area of municipal and commercial litigation. Defended employers against employment discrimination claims before the EEOC and Illinois Department of Human Rights. Prosecuted various local ordinance and traffic matters for a local municipality. Advised municipal clients on issues pertaining to prosecutions, building code and Freedom of Information Act Requests (FOIA). Provided insurance defense against title claims for real property. Prosecuted and defended breach-of-contract claims. Litigated mechanic's lien claims. Litigated commercial landlord/tenant claims. Prepared municipal witnesses for trial, including police officers. Drafted pleadings and agreements. Researched, drafted and argued motions to dismiss and briefs. Prepared and participated in written and oral discovery. Litigated matters in Cook, Will and DuPage Counties. Lead counsel in all arbitration and trials. Researched and drafted an appellate brief. Successfully reversed decision of trial court on appeal. Certified hearing officer for local municipality.

*April 16, 2007- August 24, 2007*                      *City of Chicago, Department of Law, Chicago, IL*  
*Assistant Corporation Counsel, Torts Division*

Defended the City of Chicago against general tort claims. Drafted responsive pleadings to complaints. Researched, drafted and argued motions and briefs in the Circuit Court of Cook County. Successfully defended the City of Chicago at arbitration hearings. Participated in written and oral discovery including expert deposition. Successfully defended the City of Chicago at trial-by-jury: Jackson v. City of Chicago: (June 2007); successfully defended the City of Chicago against Plaintiff's claims of negligence for a trip and fall. Conducted opening statement and cross-examination of the Plaintiff. McPhan v. City of Chicago: (July 26, 2007); successfully defended the City of Chicago against Plaintiff's claims of negligence at a trial-by-jury.

*January 9, 2006- April 16, 2007*                      *City of Chicago, Department of Law, Chicago, IL*  
*Assistant Corporation Counsel, Troubled Buildings Unit, Municipal Prosecutions Division*

Litigated matters involving real estate and land use, including injunctions and public nuisance. Also knowledgeable in the areas of construction, permitting and zoning. Lead counsel on several bench trials.

*December 16, 2004 - January 9, 2006*                      *City of Chicago, Department of Law, Chicago, IL*  
*Assistant Corporation Counsel, Department of Administrative Hearings Unit, Building & Land Use Litigation Division*

Responsible for prosecuting municipal building, fire and health code matters at the City of Chicago Department of Administrative Hearings.

**EDUCATION:**                      *DePaul University College of Law, Chicago, IL*  
*Juris Doctor, May of 2004*  
*Admission to the Illinois State Bar, on November 4, 2004*  
*Saint Joseph's College, Rensselaer, IN*  
*Bachelor of Arts, magna cum laude, Political Science, Teaching Minor, Spanish, May 2001*

**ACTIVITIES:**                      *ISBA Young Lawyers Division, Past Chair, ABA Under 35 Delegate, Midtown Educational Foundation, Volunteer Writing Teacher and Tutor*

*References Available Upon Request*

Attachment: K Gandurski (2926 : Adjudication Officer - Auth Contract w Kelly Gandurski)  
Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

REFERENCES

Stephanie Uhlarik  
Chief Assistant Corp. Counsel (retired)  
Collections, Ownership and Administrative Litigation  
City of Chicago Department of Law  
33 N. LaSalle St., Ste. 1100  
Chicago, IL 60602  
312-731-4412

Barbara Burke  
Assistant Corporation Counsel  
City of Chicago Department of Law  
Municipal Prosecutions  
30 N. LaSalle, Ste. 700  
Chicago, IL 60602  
312-744-6958

Allison Fink  
Social Security Administration  
200 W. Adams St. Suite 1500  
Chicago, IL 60606-5228  
773-848-1611

## BILLING PROPOSAL

Should my application be accepted, I propose to bill Will County for all costs and fees as follows:

1. \$170.00 per hour for all services with a minimum to be billed for hearing time not less than 2.0 hours.
2. Reimbursement of reasonable and necessary travel expenses in the course of providing services to Will County, including parking, cab fare, automobile rental, shuttle, and other gratuities. Reimbursement of travel time to and from administrative hearings will not be paid for by the applicant.

**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 Kelley A. Gandurski, Nielsen, Zehe & Antas, P.C. (the "Hearing Officer"), 55 West Monroe Street, Suite 1800, Chicago, IL 60603

**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 1<sup>st</sup> day of December, 2015 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 FY 2016. 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 30<sup>th</sup>, 2016, 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

Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

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 Kelley A. Gandurski and not assignable, including to any other person in Nielsen, Zehe & Antas, P.C. The Hearing Officer shall neither assign such rights nor delegate her duties.

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

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

Kelley A. Gandurski  
Nielsen, Zehe & Antas, P.C.  
55 West Monroe Street, Suite 1800  
Chicago, Illinois 60603

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 \_\_\_\_\_

COUNTY OF WILL:

HEARING OFFICER:

By: \_\_\_\_\_  
LAWRENCE M. WALSH  
County Executive

\_\_\_\_\_  
KELLEY A. GANDURSKI

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF W I L L        )

The foregoing instrument was acknowledged before me by Lawrence M. Walsh Will County Executive, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness my hand and official seal.

\_\_\_\_\_  
NANCY SCHULTZ VOOTS  
Will County Clerk

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)

Exhibit A

HEARING OFFICER SCOPE OF WORK

Upon the request of Will County (the "Client"), KELLEY A. GANDURSKI (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.

Attachment: Adj Officer Kelly Gandurski (15-350 : Adjudication Officer - Auth Contract w Kelly Gandurski)