

BAILIFF SERVICES AGREEMENT

THIS AGREEMENT is entered into this 1st day of February, 2019, between the Village of Oak Park, Illinois ("Village"), an Illinois home rule Municipal Corporation, and Joseph Giammona ("Contractor").

RECITALS

WHEREAS, the Village seeks to provide a secure and safe environment for the conduct of administrative adjudication hearings and the Village seeks the services of a person to perform bailiff services for administrative adjudication hearings; and

WHEREAS, the volume of administrative adjudication cases does not require the employment of a full-time person to conduct bailiff services, and therefore, the Village seeks the services of a person on a part-time basis; and

WHEREAS, the Village has determined that the Contractor has the education and training to perform bailiff services; and

WHEREAS, the Contractor is ready and willing to perform bailiff services FOR THE Village as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. General Scope of Work and Duties.

A. The Contractor shall perform the services set forth in this Agreement on an as-needed basis to be determined by the Village's Director of Adjudication ("Director").

B. The Contractor shall perform the following services:

1. Provide security for the courtroom, administrative law judge, Village staff and those persons in attendance;
2. At the direction of the administrative law judge, notify persons in attendance at adjudication hearings when they may approach the bench to plead their case;
3. Assist in the administration of court functions as directed by the administrative law judge and Village staff; and

4. Perform all other duties relating to the efficient conduct of administrative adjudication hearings.

C. The Contractor shall not exceed eight hundred (800) paid hours during the term of this Agreement.

D. The Contractor shall immediately notify the Director of any and all bailiff, security or other similar type services contemplated to be provided by the Contractor to other governmental entities. The Director shall determine in the Director's sole discretion whether the provision of such services by the ALJ interferes with the ALJ's duties to be provided pursuant to this Agreement and whether further action is appropriate, up to and including termination of this Agreement.

E. Subject to the provisions of this Agreement, the Contractor may fulfill other employment commitments so long as such commitments do not interfere with the Contractor's duties pursuant to this Agreement. The Director has the sole authority to determine whether any other employment commitments of the Contractor's adversely impact the Contractor's duties pursuant to this Agreement and whether further action is appropriate, up to and including termination of this Agreement.

Section 3. Work Hours and Schedule. The Contractor's work hours shall be determined by the Director. The Contractor understands that the Village may retain the services of other persons to perform bailiff services and the Director may assign work at the Director's discretion. The Director shall work cooperatively with the Contractor to set the Contractor's work schedule and hours.

Section 4. Village Duties. The Village shall provide the Contractor with appropriate uniforms, equipment and supplies necessary for a secure and safe environment to conduct of administrative adjudication hearings.

Section 5. Independent Contractor.

A. The Contractor is and shall remain for all purposes an independent contractor and shall not be deemed to be an employee of the Village.

B. This Agreement shall not be construed to create an employment relationship between the parties or to qualify the Contractor for any Village employee benefits, including any separate payment of salary, wages, or any employee benefits available to Village employees. In addition, the Village shall have no obligation to provide the Contractor with: (1) industrial accident, workers' compensation or unemployment insurance; (2) medical insurance or the payment of medical insurance premiums; (3) vacation, sick, or holiday pay; (4) payment or withholding of social security or other taxes; (5) any other benefits that are now, or may from time to time become, available to Village employees.

C. The Contractor shall not contract or incur any liabilities on behalf of the Village without specific written authorization of the Village.

Section 6. Term and Termination.

A. This Agreement shall be for a one (1) year term to begin on February 1, 2019 and ending on January 31, 2020, unless terminated earlier in accordance within this Agreement or extended by mutual agreement of the parties.

B. The Village may terminate this Agreement at any time prior to the expiration of the term of this Agreement by giving written notice to the Contractor pursuant to the provisions of Section 9 below.

C. The Contractor may terminate this Agreement by giving thirty (30) days prior written notice to the Village pursuant to the provisions of Section 9 below.

D. This Agreement shall automatically terminate if during the term as defined above, the Contractor is not able to perform the services set forth herein for any reason, including, without limitation, the death, mental incapacity or physical disability of the Contractor.

E. If this Agreement is terminated pursuant to this Section 6, the Contractor shall be compensated for all work completed up to the termination date of this agreement as provided herein.

Section 7. Compensation. For all hours worked and documented, the Contractor will be paid an hourly rate of twenty-five dollars and sixty cents (\$25.60) per hour. The Contractor shall provide the Village with invoices every two weeks providing the hours worked by the Contractor. The Village will pay all undisputed portions of invoices within 30 days after the invoices are approved in accordance with the Local Government Prompt Payment Act.

Section 8. Assignment. This Agreement shall not be assigned or transferred by the Contractor or the Village.

Section 9. Notices. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by first class United States mail, by certified mail, return receipt requested, by personal service, or by email to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Director of Adjudication
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Email: randerson@oak-park.us

If to the Contractor:

Joseph Giammona
1839 S. 4th Place
St. Charles, Illinois 60174
Email: joseph.giammona@sbcglobal.net

The mailing of such notice or the email of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing or the time of the email.

Section 10. Confidentiality. The Contractor shall not reveal any confidential or sensitive information of the Village provided to the Contractor, including such information contained in any Village records or documents, regarding procedures or operation of the Village to any person, firm, corporation or other entity during and after the term of this Agreement without the express written consent of the Village.

Section 11. Headings and Titles. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

Section 12. Work Product. All work product pursuant to this Agreement shall be the property of the Village and shall not otherwise be distributed without the Village's permission.

Section 13. Counterparts. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

Section 14. Savings Clause. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

Section 15. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

Section 16. Effective Date. The effective date of this Agreement shall be February 1, 2019.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF OAK PARK

CONTRACTOR

By: Cara Pavlicek
Its: Village Manager

Joseph Giammona

Date: _____, 2019

Date: _____, 2019

ATTEST

By: Vicki Scaman
Its: Village Clerk

Date: _____, 2019