

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of February, 2020, between the Village of Oak Park, Illinois ("Village"), an Illinois home rule municipal corporation, and Brian Porter ("Administrative Law Judge").

### **RECITALS**

**WHEREAS**, the Village seeks the services of an administrative law judge to hear and determine cases which fall within the Village's system of administrative adjudication of parking, standing, compliance and ordinance violation cases as established by ordinance; and

**WHEREAS**, the Village's Administrative Adjudication Ordinance, codified as Chapter 29 of the Oak Park Village Code ("Village Code"), sets forth minimum qualifications and training requirements for the position of Administrative Law Judge ("ALJ"); and

**WHEREAS**, the Village has determined that the ALJ meets the qualifications and training requirements set forth in the Village Code; and

**WHEREAS**, the ALJ is ready and willing to perform the services of an administrative law judge as set forth in this Agreement; and

**WHEREAS**, the impartiality required of an administrative law judge for the Village requires that the parties enter into an independent contractor, as opposed to an employment, relationship.

**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 ALJ 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 ALJ shall perform all duties necessary to fulfill the role of an administrative law judge as set forth in Chapter 29 of the Oak Park Village Code.

C. The ALJ shall perform such additional duties which, in the discretion of the Director, are necessary and incidental to the role of an administrative law judge. Such duties may include, and shall not be limited to:

1. Research of applicable law;
2. Review and provide input on notices and documents used in the Village's system of administrative adjudication when requested to do so by the Director;
3. Review and provide input on processes used in the Village's system of administrative adjudication when requested to do so by the Director; and
4. Perform any and all other tasks which are necessary and incidental to the duties of an administrative law judge pursuant to the Village Code and pursuant to the ALJ's obligations as set forth in this Agreement and by the Illinois Rules of Professional Conduct.

D. The ALJ shall not perform the function of legal counsel for the Village and any input provided by the ALJ regarding processes or forms shall be advisory in nature and all Village legal advice shall be provided by the Village Attorney.

E. The ALJ shall not exceed five hundred (500) paid hours during the term of this Agreement.

F. The ALJ shall immediately notify the Director of any and all administrative adjudication, hearing officer or other similar type services contemplated to be provided by the ALJ to other 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.

G. The ALJ shall provide all services pursuant to this Agreement with the highest degree of ethical conduct and in compliance with all applicable laws.

### **Section 3. License to Practice Law.**

A. Prior to the execution of this agreement, the ALJ must demonstrate that the ALJ has a license to practice law in the State of Illinois that is in good standing. The ALJ shall maintain the ALJ's license to practice law in the State of Illinois in good standing at all times during the term of this Agreement.

B. The ALJ shall immediately notify the Director of any disciplinary action that is either actually pending, threatened or taken against the ALJ by the Attorney Registration and Disciplinary Commission of the Illinois Supreme Court ("ARDC"), or any other applicable body of another state in which the ALJ is licensed to practice law.

C. If the ALJ's license to practice law is suspended or terminated by the ARDC or any other applicable body, this Agreement shall be null and void and shall be immediately terminated.

D. If any disciplinary action is taken against the ALJ in any other state with regard to the ALJ's license to practice law, or if any disciplinary action which does not amount to a suspension or termination of the ALJ's license to practice law is taken against the ALJ in Illinois, the Village shall have the sole discretion to terminate this agreement.

#### **Section 4. Work Hours and Schedule.**

A. The ALJ's work hours shall be determined by the Director. The ALJ understands that the Village may retain the services of other administrative law judges and the Director may assign work at the Director's discretion. The Director shall work cooperatively with the ALJ to set the ALJ's work schedule and hours.

#### **Section 5. Village Duties.**

A. The Village shall:

1. Provide the ALJ with copies of, or full access to, all pertinent Village codes and ordinances;
2. Provide the ALJ with copies of all relevant codes, ordinances, policies, rules and regulations regarding the administrative adjudication of parking, standing, compliance and ordinance violation citations;
3. Provide the ALJ with reasonable access to all pertinent documents and records for use in rendering administrative adjudication decisions; and
4. Provide the ALJ with appropriate facilities to conduct hearings, including stenographic services, security, and administrative support to facilitate the efficient conduct of such hearings.

#### **Section 6. Nature of Relationship.**

A. The ALJ is and shall remain for all purposes an independent contractor and shall not be deemed to be an agent or employee of the Village for any purpose.

B. This Agreement shall not be construed to create an employment relationship between the parties or to qualify the ALJ 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 ALJ 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 ALJ shall not contract or incur any liabilities on behalf of the Village without specific written authorization of the Village.

#### **Section 7. Term and Termination.**

A. This Agreement shall be for a one (1) year term to begin on February 1, 2020 and ending on January 31, 2021, unless terminated earlier in accordance within this Agreement or extended by mutual agreement of the parties. The Village reserves the right to renew this Agreement with the Contractor's consent for an additional one (1) year period under the same terms and conditions as set forth herein.

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 ALJ pursuant to the provisions of Section 10 below.

C. The ALJ may terminate this Agreement by giving thirty (30) days prior written notice to the Village.

D. This Agreement shall automatically terminate if, during the term as defined above, the ALJ 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 ALJ.

E. If this Agreement is terminated pursuant to this Section 7, the ALJ shall be compensated for all work completed up to the termination date of this Agreement as provided herein.

**Section 8. Compensation.** For all hours worked and documented, the ALJ will be paid an hourly rate of eighty dollars and zero cents (\$80.00) per hour. The ALJ shall provide the Village with invoices every two weeks providing the hours worked by the ALJ. 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 9. Assignment.** This Agreement shall not be assigned or transferred by the ALJ or the Village.

**Section 10. 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](mailto:randerson@oak-park.us)

If to the ALJ:

Brian Porter  
4505 S. Oakenwald Ave.  
Chicago, Illinois 60653  
Email: [brplaw@aol.com](mailto:brplaw@aol.com)

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 11. Confidentiality.** The ALJ shall not reveal any confidential or sensitive information of the Village provided to the ALJ, 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 12. Work Product.** All work produced pursuant to this Agreement shall be the property of the Village and shall not otherwise be distributed without the Village's permission.

**Section 13. 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 14. 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 15. 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 16. 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 17. Effective Date.** The effective date of this Agreement as reflected above shall be the date that the Oak Park Village Manager executes this Agreement.

**[REMAINDER OF 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**

**ADMINISTRATIVE LAW JUDGE**

\_\_\_\_\_  
By: Cara Pavlicek  
Its: Village Manager

\_\_\_\_\_  
Brian Porter

\_\_\_\_\_  
ARDC #

Date: \_\_\_\_\_, 2020

Date: \_\_\_\_\_, 2020

**ATTEST**

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village Clerk

Date: \_\_\_\_\_, 2020