

INDEPENDENT HEARING OFFICER AGREEMENT

This Independent Hearing Officer Agreement (the “Agreement”) is made and entered into between Charles J. DeVriendt of 24 West Cass Street, 5th floor, City of Joliet, County of Will, State of Illinois, hereinafter referred to as "Hearing Officer," and the City of Crest Hill of 1610 Plainfield Road, County of Will, State of Illinois, hereinafter referred to as “City” and each singly sometimes referred to as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, the City desires to employ the services of an Illinois licensed attorney in order to perform the services of a Hearing Officer on behalf of the City at administrative hearings conducted by the City pursuant to Ordinance No. 1610 and 65 ILCS 5/2-2.2.1 which provides for a system of administrative adjudication of municipal ordinance violations, and Ordinance No. 1509 and 65 ILCS 5/11-31.1-1 et seq. which authorizes and enables the City to establish an administrative hearing procedure for the enforcement of property and zoning code violations; and

WHEREAS, the ordinances and statutory provisions referred to above provide for the position of a Hearing Officer of the City under Article II of Ordinance No. 1509 and Article II of Ordinance No. 1610, respectively; and

WHEREAS, the City desires to engage a licensed attorney to conduct the hearings, as a Hearing Officer for the City, in regard to the adjudicatory processes required under the Ordinances and State statutes referred to above; and

WHEREAS, the City has determined that it is in the best interest of the City to contract for the professional legal services of a Hearing Officer to be performed on behalf of the City; and

WHEREAS, the Hearing Officer agrees to perform the tasks associated with the position of Hearing Officer as set forth in Exhibit “A” to this Agreement to the full satisfaction of the City; and

WHEREAS, the City and the Hearing Officer desire to enter into an Agreement for professional services memorializing the contractual terms, conditions and professional services to be provided.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto covenant and agree as follows:

SECTION 1. The preamble of this Agreement is declared to be true and correct and is

incorporated by reference herein.

SECTION 2. Hearing Officer hereby represents and warrants that Hearing Officer is a duly licensed attorney at law, licensed to practice in the State of Illinois, in good standing, has the requisite experience as a Hearing Officer, as required by statute, and has the authority to perform all of the services on behalf of the City as set forth in Exhibit "A."

SECTION 3. Hearing Officer shall, at all times, act in a professional manner and shall conduct fair and impartial hearings in accordance with the law.

SECTION 4. The Hearing Officer shall be available to conduct hearings for the City on a mutually agreed upon dates or days and times beginning on the 20th day of July, 2022, typically the third (3rd) Wednesday of the month.

SECTION 5. The City shall provide a prosecutor to represent the City on those matters that require a prosecutor and the prosecutor shall be in attendance at such hearing to prosecute each case that is on the call.

SECTION 6. The City agrees to provide a clerk to prepare the call for hearing and conduct the duties required thereto and such other duties assigned by the Hearing Officer.

SECTION 7. The City agrees to provide security at all hearings for the Hearing Officer, prosecutor and clerk during the hearings.

SECTION 8. The City agrees to name the Hearing Officer as an independent Hearing Officer of the City so that such Hearing Officer shall be covered under the City's comprehensive public liability insurance.

SECTION 9. Hearing Officer agrees to provide to the City evidence that such Hearing Officer is duly licensed to practice law in Illinois.

SECTION 10. The City agrees that in consideration of performing the foregoing services it shall compensate the Hearing Officer in the amount of three hundred dollars (\$300.00) per day in which he provides services to the City as a Hearing Officer. Hearing Officer shall submit an invoice to the City for services rendered as the Hearing Officer within seven (7) days after the date of hearing. The invoices of the Hearing Officer shall set forth the date of attendance at the hearing and the fee for the hearing. The City shall authorize payment of such invoices on or before the second regular City Council Meeting following the date of the receipt of the request for payment and shall make payment in accordance with the Local Government Prompt Payment Act.

SECTION 11. Hearing Officer shall bear all travel and other business expenses which are

incurred in the performance of Hearing Officer's duties herein and the City shall not be obligated to reimburse Hearing Officer for expenses actually incurred in the performance of his duties.

SECTION 12. In the event no matters are scheduled on a regular hearing date, the City shall notify the Hearing Officer at least two (2) business days in advance. In the event the Hearing Officer cannot attend a regular hearing date, it shall notify the City with sufficient time to prevent the City from scheduling any matters on said date.

SECTION 13. Either party may terminate this Agreement at any time upon sixty (60) days advanced written notice to the other.

SECTION 14. Miscellaneous Provisions.

A. Attorney's Fees. Should either party hereto or any heir, personal representative, successor or assign of either party hereto resort to legal proceedings in connection with this Agreement or Hearing Officer's relationship with the City, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such legal proceedings from the non-prevailing party or parties.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Any suit commenced shall be brought in the Twelfth Judicial Circuit, Will County, Illinois.

C. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof.

D. Amendment. This Agreement may be amended only by a writing signed by Hearing Officer and by a duly authorized representative of the City.

E. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

F. Construction. The headings and captions of this Agreement are provided for effect, convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

G. Rights Cumulative. Each and all of the various rights, powers and remedies of the City as set forth in this Agreement shall be considered as cumulative, with and in addition to any other rights, powers or remedies of such parties, and no one of them is exclusive of the others or is exclusive of any other rights, powers and remedies allowed by Law or in equity. The exercise, partial exercise or non-exercise of any rights, powers or remedies shall constitute neither the election thereof, nor the waiver of any other rights, powers or remedies. All rights, powers and remedies of the parties hereto shall survive the termination of this Agreement.

H. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the City, by the Mayor of the City or other person duly authorized by the City Council.

I. Notices. All notices, request, and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile, or by licensed overnight courier to the appropriate party at this or its address first set forth above. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier. Any notice shall be deemed duly given if deposited in the mail, postage prepaid and sent by certified mail, addressed to the party at the address set forth above or at such other address as such party shall have specified by notice given in the same manner.

J. Non-Assignability. This Agreement is personal as to the Hearing Officer and may not be assigned or transferred by him in any manner whatsoever.

K. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the

Illinois Secretary of State (the "Agent") or to the party at the party's last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected.

IN WITNESS WHEREOF, the City and Hearing Officer have executed this Independent Hearing Officer Agreement on the day and year first above written.

CITY:

City of Crest Hill, an Illinois municipal corporation

By: _____

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

HEARING OFFICER:

Charles J. DeVriendt

EXHIBIT "A"

1. Preside at administrative hearings called to determine whether or not a code violation exists;
2. Hear testimony and accept evidence from all interested parties relevant to the existence of a code violation;
3. Preserve and authenticate the transcript and record of the hearing in the form of a tape recording or video recordings and all exhibits and evidence introduced at the hearing, and such evidence and exhibits shall be stored in a place of safekeeping at the City Hall or at such other location as is mutually agreeable to the City and Hearing Officer.
4. Issue and sign a written finding, decision, and order stating whether a code violation exists;
and
5. Perform such other and further duties of a Hearing Office as may be required by State statute.