



Village President
Michael W. Glotz

Village Clerk
Kristin A. Thirion

Village Trustees
William P. Brady
William A. Brennan
Diane M. Galante
Dennis P. Mahoney
Michael G. Mueller
Colleen M. Sullivan

Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration
(708) 444-5000
Fax: (708) 444-5099

Community Development
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300
Non-Emergency
Fax: (708) 444-5399

**John T. Dunn
Public Safety Building**
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department
(708) 444-5200
Non-Emergency
Fax: (708) 444-5299

EMA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150

Jason A. Guisinger
Klein, Thorpe & Jenkins
20 N. Wacker Dr., Ste. 1660
Chicago, IL 60606

Dear Mr. Guisinger

This letter agreement (“Agreement”) will confirm the terms and conditions of your engagement as the Administrative Hearing Officer for the Village of Tinley Park. If these terms and conditions are acceptable to you, please counter-sign the letter in the space provided.

Section 1. Appointment; At-Will Service.

A. Appointment as Administrative Hearing Officer. Klein Thorpe and Jenkins, an independent contractor (“Contractor”) is hereby appointed as an Administrative Hearing Officer for the Village of Tinley Park, and Contractor accepts that appointment, subject to the provisions of this Agreement.

B. Service is At-Will. The appointment and service of Contractor is at the will of the Tinley Park Village President with the advice and consent of the Tinley Park Board of Trustees, as set forth in Tinley Park Municipal Code (“Village Code”).

C. Term. Without limitation on the at-will nature of Contractor’s appointment and service as set forth in Subsection B above, this Agreement is for an initial one-year term expiring on May 4, 2022 (the “Term”), subject to the termination provisions in Section 5 of this Agreement.

Section 2. Performance of Services.

A. Scope of Services. Contractor will provide, perform, and complete the following professional services, all of which are herein referred to as the “Services”: 1. Performance of the functions and duties required of the Administrative Hearing Officer set forth in this Agreement and provided in the Village Code; 2. At the request of the Village Manager, review of and advice regarding the Village’s administrative hearing system; 3. At the request of the Village Manager, performance of tasks incidental to the hearing officer’s duties and the administrative hearing process; and 4. Cooperation with Village officials and Village staff to ensure fair and efficient operation of the administrative hearing system.

B. Standard of Performance. Contractor will provide, perform, and complete all of the Services in a professional manner consistent with the professional standards of care of qualified administrative hearing officers doing similar service in the Chicago metropolitan area and in full compliance with this Agreement.



C. Attendance at Hearings. If Contractor is unable to attend a scheduled hearing date, Contractor must notify the Village Manager at least two business days in advance of the hearing. In the event emergency circumstances preclude the two-day notice, Contractor must notify the Village Manager as far in advance of the hearing as practicable.

D. Provision of Services on Hearing Dates. Contractor must provide the Services on each scheduled hearing date.

Section 3. Compensation for Providing the Services. Contractor will be compensated at a rate of \$195.00 per hour for partners, \$175.00 an hour for associates, and \$85 an hour for paralegals. No separate or additional compensation will be paid for travel or any other “reimbursable” costs or expenses.

Section 4. Representations and Warranties.

A. Representations and Warranties of Contractor. Contractor represents and warrants to the Village that Contractor: (1) is and has been for the three years immediately preceding the Effective Date duly licensed and in good standing as an attorney in the State of Illinois; (2) has no knowledge of any administrative proceedings or other matters which would affect Contractor's licensure within the State of Illinois; (3) agrees that if Contractor's license is suspended or terminated by the Illinois Attorney Registration and Disciplinary Commission, this Agreement will be immediately terminated; and (4) agrees that the foregoing representations and warranties constitute a continuing obligation.

B. Representations and Warranties of the Village. The Village represents and warrants to Contractor that it will: (1) provide Contractor with copies of, or full access to, all Village ordinances; (2) provide to Contractor copies of all relevant policies, rules, and regulations related to Contractor's provision of the Services; (3) provide to Contractor reasonable access to all pertinent documents and records for use in providing the Services; and (4) provide to Contractor appropriate facilities, support staff and security to facilitate efficient and safe provision of the Services.

Section 5. Termination as Provided in Section 1 of this Agreement. Contractor serves at the will of the Village President with the advice and consent of the Board of Trustees. The Village Board of Trustees may terminate this Agreement immediately and at any time, without cause or reason. Contractor may terminate this Agreement at any time, without cause or reason, on 60-day prior written notice to the Village, unless the Village and Contractor agree to a shorter notice period. Upon termination of this Agreement, the Village will pay all compensation accrued through the last date that the Agreement remained in effect.

Section 6. Indemnification. Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or Contractor, indemnify, hold harmless, and defend the Village, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, Contractor's performance of, or failure to perform, the Services or any part thereof, whether or not due or

claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of the Village.

Section 7. Legal Relationships and General Provisions.

A. Relationship of the Parties. Contractor is an independent contractor. Nothing in, or done pursuant to, this Agreement may be construed or applied to create the relationship of principal and agent, partners, or joint venturers between the Village and Contractor. Contractor will not be entitled to any employment benefits of any kind provided by the Village to its employees and Contractor hereby waives any right to such benefits.

B. Nature of the Agreement. Contractor will report as income for federal and state income tax purposes all Compensation paid under this Agreement. Contractor acknowledges Contractor's obligation to pay, if required by law, self-employment local, state, and federal taxes. Contractor acknowledges that the Village, if required by law, will report to Contractor compensation paid pursuant to this Agreement on a Form 1099 at the end of the year during which Contractor performed the Services. If the Internal Revenue Service (the "IRS") or any other governmental agency questions or challenges the independent contractor status of Contractor, then Contractor hereby agrees to indemnify and hold harmless the Village with respect to any and all loss or liability arising from Contractor's failure to withhold for federal and state tax purposes Compensation paid under this Agreement. If the IRS or any other governmental agency questions or challenges the independent contractor status of Contractor, then both the Village and Contractor, on receipt by either of them of notice from the IRS or any other governmental agency, must promptly notify the other party and afford the other party the opportunity to participate in any discussion or negotiation with the IRS or other governmental agency. Both the Village and Contractor agree to participate in any such discussions or negotiations to the extent permitted by the IRS or other governmental agency.

C. No Collusion. Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it is found that Contractor, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Contractor will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void.

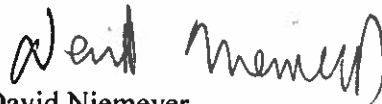
D. No Assignment. Contractor may not: (1) assign this Agreement in whole or in part; (2) assign any of Contractor's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village.

E. Additional Hearing Officers. This Agreement is not exclusive. The Village may at any time hire other administrative hearing officers.

F. Ownership of Documents. All documents pertaining to the administrative hearing system of the Village are and will at all times remain the property of the Village. Contractor covenants that, on the termination of this Agreement, Contractor will not retain and will return to the Village all of the documents pertaining to the administrative hearing system of the Village.

G. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. Such amendments will be incorporated and made a part of this Agreement. H. Conflict of Interest. Contractor represents and certifies that, to the best of Contractor's knowledge: (1) no Village employee or agent is interested in the business of Contractor or this Agreement; (2) as of the date of this Agreement neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement, and (3) neither Contractor nor any person employed by or associated with Contractor will at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

Sincerely,



David Niemeyer
Village Manager

Agreed and Accepted This 4th day of May, 2021.





CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: _____

Exhibits Attached: Yes _____ No _____

Contracting Party/Vendor: _____

Contract Contact Info: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N - Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes _____ No _____

Contract Expiration: Date: _____

Signature of Contracting Party received: Yes _____ Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: _____ Approved Via: _____ By: _____

Committee Review Date: _____ Committee Type: _____

Committee Approval Date: _____ Committee Type: _____

Village Board Meeting: Date: _____

Village Board Approval: Date: _____ Approved: _____ Denied: _____

Notes: