

**CITY OF AURORA**

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES**

**(Administrative Hearing Officer)**

This **INDEPENDENT CONTRACTOR AGREEMENT** (the “Agreement”), by and between the City of Aurora (the “City” or “Aurora”), an Illinois home rule municipal corporation, with its principal office at 44 E Downer Pl, Aurora, Illinois, 60507, and the **CONTRACTING ENTITY** for purposes of retaining certain professional services of the Hearing Officer for the City’s Administrative Adjudication System. The Hearing Officer shall be subject to the direction and supervision of the Corporation Counsel of the City of Aurora. The City and the Hearing Officer are at times referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, the City seeks the services of an Administrative Hearing Officer to adjudicate violations of the City of Aurora Code of Ordinances, to preside over municipal code violation cases and render decisions regarding the same.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

**SECTION 1. HEARING OFFICER.**

**A. Engagement of Hearing Officer.** The City desires to engage the Hearing Officer identified below to perform and to provide all necessary professional services to perform the duties of Administrative Hearing Officer under the City’s Administrative Adjudication Ordinance and System (the “Services”):

<b>Hearing Officer’s Name (“Hearing Officer”)</b>	<u>Victor E. Puscas, Jr.</u>
<b>Contracting Entity</b>	<u>Law Offices of Victor Puscas</u>
<b>Address</b>	<u>546 W Galena Blvd</u>
<b>City, State, Zip</b>	<u>Aurora, IL 60506</u>
<b>Phone</b>	<u></u>
<b>Email</b>	<u></u>
<b>Project Name/Description</b>	<u>Administrative Adjudication Hearing Officer</u>
<b>Fee Schedule for Services</b>	<u>See attached <b>Exhibit “A”</b></u>
<b>Term</b>	<u>No defined term. Position is at will.</u>

**B. Position Description.** The Services to be performed by the Hearing Officer are described as follows: See “**Scope of Services and Fee Schedule for Services**” attached hereto as **Exhibit “A”** and made a part hereof.

**C. Representations of Hearing Officer.** The Hearing Officer represents that s/he is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as **Exhibit “A”** (“**Services**”) in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature in existence at the time of performance under this Agreement. The Hearing Officer represents that s/he currently holds, and will maintain updated licensure with the Illinois Attorney Registration Committee, authorizing him/her to practice law in the State of Illinois, and is not currently subject to any censure, suspension or revocation of his/her license to practice law in the State of Illinois or any other jurisdiction. The Hearing Officer represents that s/he is currently certified to serve as an Administrative Adjudication Hearing Officer in the State of Illinois.

**D. Independent Contractor.** The Hearing Officer is retained by the City only for the purposes and to the extent set forth in this Agreement, and the Hearing Officer’s relationship to the City shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Hearing Officer shall be free to dispose of such portion of the Hearing Officer’s entire time, energy and skill during regular business hours when the Hearing Officer is not obligated to devote time to performing his Services hereunder to the City, in such manner as the Hearing Officer sees fit and to such persons, firms or corporations as the Hearing Officer deems advisable. It is acknowledged that, at all times, the Hearing Officer is separate and independent from the City and that the Hearing Officer will utilize a high level of skill necessary to perform the Services assigned to him under this Agreement.

The Hearing Officer shall not be considered as having an employee status, nor shall the City make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The Hearing Officer shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the City pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the City. As an independent contractor, it is the responsibility of the Hearing Officer to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his/her profession. As an independent contractor, the Hearing Officer agrees that s/he is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the City and agrees not to file such any claims in the event this Agreement is terminated or if s/he is injured performing any Services under this Agreement. The Hearing Officer agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Hearing Officer is an independent contractor and not the City’s employee for any purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker’s Compensation Act (820 ILCS 305/1, *et seq.*).

**E. Equipment.** The Hearing Officer shall provide all of his own equipment required for the performance of the Services under this Agreement.

## **SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Hearing Officer.** The City retains the Hearing Officer to perform, and the Hearing Officer agrees to perform, the Services as set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as **Exhibit “A”**.

**B. Services.** The Hearing Officer shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement.** The Hearing Officer shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (“Commencement Date”). **The Hearing Officer shall diligently and continuously perform the Services until the completion of the Services or upon the termination of this Agreement.**

**D. Reporting.** Upon request, the Hearing Officer shall report to the Corporation Counsel, or his designee, regarding the progress of the Services during the term of this Agreement.

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Fee for Services.** The total amount paid by the City for the Services pursuant to this Agreement shall be as provided, and shall not exceed the amount identified, in **Exhibit “A”**.

**B. Invoices and Payment.** The Hearing Officer shall submit invoices in the approved City format to the City Manager for the fees charged by the Hearing Officer for performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in **Exhibit “A”**. The City shall pay to the Hearing Officer the amount billed in accordance with the Local Government Prompt Payment Act.

**C. Records.** The Hearing Officer shall maintain records showing actual time devoted and type of work performed per classification and shall submit such records in support of its invoices, and shall permit the City to inspect and audit all data and records of the Hearing Officer for work done pursuant to this Agreement.

**D. Additional Services.** The Hearing Officer acknowledges and agrees that the City shall not be liable for any costs incurred by the Hearing Officer in connection with any services provided by the Hearing Officer that are outside the scope of this Agreement (“Additional Services”), regardless of whether such Additional Services are requested or directed by the City, or anyone associated with the City, except upon the prior written consent of the Corporation Counsel.

**SECTION 4. Taxes, Benefits and Royalties.** Each payment by the City to the Hearing Officer includes all applicable federal, state and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Hearing Officer.

See also Subsection 1(D) above in regard to the obligation of the Hearing Officer to pay his/her own federal, state, local and other taxes, income taxes, or FICA taxes.

## **SECTION 5. CONFIDENTIAL INFORMATION.**

**A. Confidential Information.** The term “Confidential Information” shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; the City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The City's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Hearing Officer from a source other than the City prior to the time of disclosure of such information to the Hearing Officer pursuant to this Agreement (“Time of Disclosure”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Hearing Officer or the City; or (4) to have been supplied to the Hearing Officer after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Case or Confidential Information by the Hearing Officer.** The Hearing Officer acknowledges that he may, in performing the Services for the City under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Hearing Officer shall keep confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the City Manager or his/her designee. The Hearing Officer shall use reasonable measures at least as strict as those the Hearing Officer uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Hearing Officer to execute a non-disclosure agreement before obtaining access to Confidential Information. The Hearing Officer agrees not to publicly disclose matters regarding or related to administrative adjudications, except as part of those public duties needed to adjudicate those matters which come before the Hearing Officer. The Hearing Officer shall not disclose or communicate any information related to the City or administrative adjudication matters to any media or press without the express, prior, written consent of the City Manager.

## **SECTION 6. INSURANCE AND INDEMNIFICATION.**

**A. Insurance - City.** The City will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Hearing Officer relative to his/her performance of the Services under this Agreement.

**B. Insurance – Hearing Officer.** The Hearing Officer, at his/her own cost, shall provide all of his/her own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Hearing Officer relative to his performance of the Services under this Agreement. The Hearing Officer's policy or policies of insurance shall

specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Hearing Officer shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the City and any other insurance or benefit of the City shall be in excess of the Hearing Officer's insurance.

**C. Indemnification.** To the fullest extent permitted by Illinois law, the Hearing Officer shall indemnify, defend and hold harmless the City and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives from all claims, demands, lawsuits, actions, costs (including litigation expenses and City's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Hearing Officer's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Hearing Officer or anyone or entity directly or indirectly employed by the Hearing Officer for whose acts Hearing Officer may be liable. To the fullest extent permitted by Illinois law, the City shall indemnify, defend and hold harmless Hearing Officer from all claims, demands, lawsuits, actions, costs (including litigation expenses and Hearing Officer's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the City's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the City or anyone or entity directly or indirectly employed by the City for whose acts the City may be liable.

**D. Waiver and Assumption of Liability.** The Hearing Officer assumes all liability for personal injuries or illness of any kind or death that might occur to him/herself while acting under this Agreement. The Hearing Officer assumes all liability and responsibility for his/her personal property while performing any work or Services under this Agreement.

**E. No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the City or any of its local government members shall be personally liable, in law or in contract, to the Hearing Officer as the result of the execution of this Agreement.

## **SECTION 7. GENERAL PROVISIONS.**

**A. Conflict of Interest.** The Hearing Officer represents and certifies that, to the best of his knowledge: (1) no elected or appointed the City official, employee or agent has a personal financial interest in the business of the Hearing Officer or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Hearing Officer nor any person employed or associated with the Hearing Officer has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Hearing Officer nor any person employed by or associated with the Hearing Officer shall 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. The Hearing Officer agrees not to provide legal representation to any party in any action or claim of any kind against the City, or to which the City is a party, during the term of this Agreement.

**B. No Collusion.** The Hearing Officer represents and certifies that the Hearing Officer is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Hearing

Officer 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 Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* The Hearing Officer represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the City 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 shall be found that the Hearing Officer has, in procuring this Agreement, colluded with any other person, firm or corporation, then the Hearing Officer shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at City's option, be null and void.

**C. Termination.** Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party. In the event that this Agreement is so terminated, the Hearing Officer shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Hearing Officer is not in default under this Agreement.

**D. Compliance With Laws and Grants.**

1. **Compliance with Laws.** The Hearing Officer shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Hearing Officer shall also comply with all conditions of any federal, state or local grant received by the City or the Hearing Officer with respect to this Agreement or the Services. Further, the Hearing Officer shall maintain a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. As required by Illinois law and Illinois Department of Human Rights ("IDHR") Regulations, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Hearing Officer and the City certify that they agree to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

2. **Liability for Noncompliance.** The Hearing Officer shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Hearing Officer's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

**E. Agreement Non-Exclusive.** The Parties expressly acknowledge and agree that the City intends this Agreement to be non-exclusive and that the City may during the time that this Agreement is in effect, engage other hearing officers to perform similar services on the City's behalf as the City may deem necessary or expedient.

**F. Default.** If it should appear at any time that the Hearing Officer has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the Hearing Officer's receipt of written notice of such Event of Default from the City Manager, or his/her designee,, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Hearing Officer. The City may require the Hearing Officer, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Hearing Officer and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Hearing Officer, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Hearing Officer or as a result of actions taken by the City in response to any Event of Default by the Hearing Officer.

**G. No Third-Party Agreements Without City Approval.** The City shall not be liable to any vendor or third party for any agreements of any kind made by the Hearing Officer without the knowledge and approval of the Corporation Counsel.

**H. Mutual Cooperation.** The City agrees to cooperate with the Hearing Officer in the performance of the Services, including meeting with the Hearing Officer and providing the Hearing Officer with direction and such non-confidential information that the City may have that may be relevant and helpful to the Hearing Officer's performance of the Services. The Hearing Officer agrees to cooperate with the City in the performance and completion of the Services and with any other individuals engaged by the City to perform in the role of Hearing Officer.

**I. News Releases.** The Hearing Officer shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement without the prior written consent of the Corporation Counsel.

**J. Ownership.** All documents of any kind, including any designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, work product and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the City or its contractors or prepared, collected or received from the City by the Hearing Officer in connection with any or all of the Services performed under this

Agreement (“Documents”) shall be and remain the exclusive property of the City. In consideration of payment of the Fee for Services, the Hearing Officer releases all copyright, proprietary or intellectual property rights in such Documents and transfers all his ownership rights in such Documents to the City. At the City’s request, or upon termination of this Agreement, the Hearing Officer shall cause the Documents to be promptly delivered to the City Manager.

**K. Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the City and the Hearing Officer in accordance with all applicable statutory procedures.

**L. Assignment.** This Agreement is for the personal, professional services provided by the Hearing Officer. No other person may be substituted for, nor can this Agreement be assigned by the Hearing Officer without the prior written consent of the Corporation Counsel.

**M. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the City, the Hearing Officer, and their agents, successors and assigns.

**N. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

Corporation Counsel  
City of Aurora  
44 E Downer Pl  
Aurora, Illinois 60507  
PH: 630-256-3060

Notices and communications to the Hearing Officer shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED AT PAGE ONE ABOVE.**

**O. Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**P. Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.



**Q. Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Kane County, Illinois.

**R. Authority to Execute.** The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities. Further, upon execution of this Agreement, the corporation counsel of the City is empowered to act on behalf of the City wherever this Agreement authorizes or provides for any action to be taken by the City.

**S. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

**T. Waiver.** Neither the City nor the Hearing Officer shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interests from time to time. The failure of the City or the Hearing Officer to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the City's or the Hearing Officer's right to enforce such rights or any other rights.

**U. Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**V. Freedom of Information Act.** Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/7(2)) requires certain records that qualify as "public records," which are in the possession of a third party with whom the City has contracted to perform a governmental function on its behalf, be turned over to the City so that it may respond to a FOIA request for such records. The City has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Hearing Officer acknowledges the requirements of FOIA and agrees to comply with all requests made by the City for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the City within two (2) business days of the request being made by the City. The Hearing Officer agrees to indemnify and hold harmless the City from all claims, costs, penalty, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City under this Agreement.

**IN WITNESS WHEREOF**, the Corporation Counsel and City Clerk, pursuant to the authority given by the City Council of the City of Aurora, and the Hearing Officer have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

**CITY OF AURORA,**

an Illinois home rule municipal corporation

**BY:** \_\_\_\_\_  
Corporation Counsel

**BY:** \_\_\_\_\_  
Hearing Officer

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**ATTEST:** \_\_\_\_\_  
City Clerk

**ATTEST:** \_\_\_\_\_  
Witness

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

**Exhibit "A"**

**SCOPE OF SERVICES**

**AND**

**FEE SCHEDULE FOR SERVICES AS OF JULY 2019**

**SCOPE OF SERVICES:**

Serve as a hearing officer for the City of Aurora Administrative Adjudication System for Ordinance enforcement citations as described herein.

- Preside over adjudicatory hearings, including, but not limited to, hearing testimony, accepting relevant evidence, asking questions of the parties and witnesses, and administering oaths and affirmations to witnesses;
- Issue subpoenas when appropriate to the case;
- Preserve the record of the hearing, including all admitted exhibits and evidence;
- Issue a written, signed determination regarding the City of Aurora code violation based on a review of the charging document and evidence admitted at the hearing, including a detailed recitation of all facts relevant to said determination;
- Impose penalties; fines; a term of community service; administrative and/or enforcement costs; or, if appropriate to the case, require compliance with relevant provisions of the City of Aurora Code of Ordinances, including ordering a compliance bond;
- Adhere to the applicable policies, procedures and ordinances set forth in the City of Aurora Code of Ordinances; and
- Regulate the course of the hearing in accordance with any rule and regulations promulgated or adopted by the Corporation Counsel.

**FEE FOR SERVICES:**

- Rate of Pay: \$2,900.00 per month

The City will reimburse the Hearing Officer for any necessary overnight deliveries or computer research based on actual cost to the Hearing Officer. The City will reimburse the Hearing Officer at a rate of \$0.10 per page for any necessary copying in excess of twenty-five pages.

**ASSIGNED SUBJECT MATTER**

The Hearing Officer will conduct preside over administrative hearings involving the following subject matter:

Animal Control Matters	Automated Traffic Enforcement
Fire Code Matters	Building and Permit Matters
Other Matters as May be Assigned by the Corporation Counsel	

**TERM OF AGREEMENT:**

No defined term. Position is at will.

This Exhibit "A" is dated: \_\_\_\_\_, 2019

**BY:** \_\_\_\_\_  
Corporation Counsel

**BY:** \_\_\_\_\_  
Hearing Officer

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_