

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, by and between THE CITY OF AURORA, a municipal corporation (hereinafter “City”) and MARK WADE, attorney (hereinafter “Mark”) is for the provision of legal services as a municipal prosecutor in the branch courtroom located within the City of Aurora, as follows:

1. Mark agrees to serve as the City’s prosecutor for local ordinance violation cases which are brought before the assigned judge in the branch courtroom located within the City of Aurora, and that he shall do so as an independent contractor, and not as an employee of the City of Aurora. In this capacity, Mark agrees to do the following:

- a. Use his best efforts in representing the City and perform said legal services faithfully, professionally, ethically and with all due diligence;
- b. Appear and prosecute at all court calls where local ordinance violation cases are scheduled in the Aurora Branch Courtroom;
- c. Prior and/or subsequent to said court calls, Mark agrees further to be responsible for any clerical/administrative tasks related to the prosecution of these cases, including witness and complainant notices for the scheduling of trial dates and the mailing of same to the appropriate parties;
- d. Prepare police officers and other witnesses for their appearance in court;
- e. Meet with appropriate City personnel including the Chief Management Officer, Corporation Counsel, Police Command Staff and the Mayor’s Office as often as requested upon reasonable notice in order to discuss issues relevant to his provision of legal services pursuant to this Agreement;
- f. Obtain and maintain appropriate professional liability insurance.

2. City agrees to pay Mark two thousand and 00/100 (\$2,000) monthly during the term thereof for the independent legal services rendered according to this Agreement.

3. Mark acknowledges that he is not an employee of the City, but rather an independent contractor, and as such will not be eligible for any City benefits, any workman’s compensation or unemployment benefits and/or any other rights or benefits given to or retained by City employees.

4. This Agreement is renewable annually pursuant to the same terms, unless otherwise terminated by Mark or City, and may be so terminated by either Mark or City without cause, upon thirty (30) days written notice, but in all events, this Agreement shall expire on _____, 2018.

5. Should Mark be unable to cover the Branch Court call on any given day, for whatever reason, Mark will be responsible for finding qualified, licensed and insured attorney coverage on his behalf and at his expense. Mark will notify the Chief Management Officer and/or Corporation Counsel should this situation arise and will advise as to who said replacement will be for the required date and times.

6. This agreement will terminate immediately upon the occurrence of any of the following:

- a. Failure of Mark to remain duly licensed by the Illinois Supreme Court to practice law in the State of Illinois;
- b. Unethical or dishonest conduct on the part of Mark;
- c. Determination by the Corporation Counsel in writing that Mark is so disabled as to be unable to perform his duties pursuant to this Agreement.

MARK WADE

CITY OF AURORA

Attorney

Chief Management Officer
Alex Alexandrou