



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with Ancel Glink, PC

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$210,000.00
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Fund: General fund **Corresponding Activity Measure:** Annually renew professional services agreements

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2024/25 for Ancel Glink, PC (Village Attorney). A \$5.00 increase in hourly rates charged is proposed.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain checks and balances to ensure financial stewardship

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

**Village of Bartlett
Finance Department Memo
2024-05**

DATE: April 29, 2024
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with Ancel Glink, PC

Attached is the proposed professional services agreement for fiscal year 2024/25 for Ancel Glink, PC (Village Attorney). A \$5.00 increase in hourly rates charged is proposed.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND ANCEL GLINK, PC**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Professional Service Agreement dated May 7, 2024, between Ancel Glink, PC and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



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May 7, 2024

Kevin Wallace
Village President
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Re: Village Attorney Services for the Village of Bartlett

Dear President Wallace:

Ancel Glink is honored and greatly appreciates the opportunity to continue to provide legal services to the Village of Bartlett as the Village Attorney. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

1. **Client; Scope of Representation.** Our client in this matter will be the Village of Bartlett (the “*Village*”). The scope of our engagement will be to represent the Village relative to all corporate and other legal matters as directed by the Village. The Village may limit or expand the scope of our representation from time to time.

2. **Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink’s part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the Village has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the Village wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the Village Attorney.

3. **Key Personnel.** Kurt Asprooth would lead our team, serve as the Village Attorney and the primary point of contact, and be responsible for overseeing all Village legal work. Kurt will be available to attend the weekly Village Staff meetings, the Village Board meetings each month, meetings of the Planning & Zoning Commission as requested, and other meetings as directed by the Board or the Village Administrator. Julie Tappendorf, an equity partner and member of Ancel Glink’s management committee, will also work with the Village and serve as Kurt’s back-up on Village matters. Other attorneys will be available on an as-needed basis to assist Kurt, particularly where their experience and expertise is best-suited for a particular legal matter.

4. **Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our professional staff at each person’s applicable hourly billing rate. Our schedule of

ANCEL GLINK

May 7, 2024

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hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. The rates that will apply to our work are as follows:

- Partners: \$240 / hour
- Associates/of Counsel: \$225 / hour
- Paralegals: \$135 / hour

These billing rates will be applicable through April 30, 2025, after which our billing rates are subject to annual increases. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. We will bill you for travel time limited to no more than one hour each way. The Village will be responsible for the payment of all directly incurred costs (including the fees of any experts who may be hired to assist in this engagement). We will, of course, consult with you before the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.

We are so pleased to have this opportunity to continue to be of service to the Village. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned.

Sincerely,



Kurt S. Asprooth

ACCEPTED:

Village of Bartlett

Kevin Wallace, Village President

Date: _____, 2024