



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with Ottosen DiNolfo
Hasenbalg & Castaldo, Ltd.

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$10,000.00
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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 Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no change from the hour rate of \$185.00 from the previous agreement.

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 Ottosen DiNolfo Hasenbalg & Castaldo, Ltd

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

Village of Bartlett
Finance Department Memo
2024-04

DATE: April 29, 2024
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Attached is the proposed professional services agreement for fiscal year 2024/25 for Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no change to the hourly rate of \$185.00 from the previous agreement.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

RESOLUTION 2024- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.

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 Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 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- -R 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

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois, this 7th day of May, 2024, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") Francis Bongiovanni and Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and in particular, Attorney Francis Bongiovanni ("Bongiovanni") of the Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bongiovanni and the Firm are willing to provide said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

Bongiovanni and the Firm agree to furnish the following services to the Village in a competent and professional manner:

- a. Bongiovanni and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments and ordinance violations. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Finn's office located in Roselle and Naperville,

Illinois to the Village, extraordinary preparation time and preparation of additional Findings of Fact and Orders will be billed at the following rate of \$185.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bongiovanni or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bongiovanni be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 7, 2024, and shall continue through April 30, 2025, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bongiovanni or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement, Commercial General Liability, Worker's Compensation and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$1,000,000.00
Medical Expense Limit	\$5,000.00

Professional Liability

Each Claim	\$1,000,000.00
Aggregate	\$2,000,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

BY:  _____

BY: _____
Francis Bongiovanni