



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with the Law Offices of Robert J. Krupp, PC

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$39,000.00
Fund: General fund		Corresponding Activity Measure: Annually renew professional services agreements	

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2024/25 for the Law Offices of Robert J. Krupp, PC (Village Prosecutor). There is no increase to the semi-monthly court appearance rate for traffic and minor ordinance violations and an increase to the hourly rate for in court time and out of court legal services for zoning and building violations and violations of the liquor control ordinances from \$150.00 per hour to \$200.00 per hour.

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 the Law Offices of Robert J. Krupp, PC.

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

Village of Bartlett
Finance Department Memo
2024-06

DATE: April 29, 2024
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2024/25 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate for traffic and minor ordinance violations and an increase to the hourly rate for in court time and out of court legal services for zoning and building violations and violations of the liquor control ordinances from \$150.00 per hour to \$200.00 per hour.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2024- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.

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 1, 2024 between the Law Offices of Robert J. Krupp, P.C. 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

Made and entered at Bartlett, Illinois as of May 1, 2024, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village, and

WHEREAS, Krupp, on behalf of the Firm is willing to furnish legal 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.

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

a. Krupp will prosecute traffic and minor ordinance violations on two Court days each month, as these court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.

b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two court days each month, the Firm will be paid \$22,200.00 per year.

c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of pleadings and witnesses, and research, the Firm will be paid at the rate of \$200.00 per hour in-court time and for out-of-court legal services. Travel time will be

compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. **Changes.**

The Village may, from time to time, request changes in the scope of the legal 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 be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. **Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp 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 of the Village Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance.**

The services of the attorneys will begin May 1, 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 effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, 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, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$1,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$ 500,000
Personal and Advertising Injury Limit	\$ 500,000
Medical Expense Limit	\$ 5,000
Fire Damage, Any one Fire	\$ 50,000

Business Automobile

Combined Single Limits (each accident)	\$ 500,000
Auto Medical Payments	\$ 5,000
Uninsured Motorist – Combined Single Limits	\$ 500,000

Professional Liability

Each Claim	\$ 500,000
Aggregate	\$ 500,000

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(ices) 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: _____

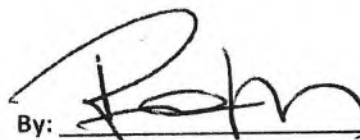
Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giles, Village Clerk

LAW OFFICES OF ROBERT J. KRUPP, P.C.

By:  _____

Robert J. Krupp