



Agenda Item Executive Summary

Item Name Professional Services Agreement Law Firm of Storino, Ramello & Durkin Committee or Board Board

BUDGET IMPACT

Amount: \$10,000 Budgeted \$10,000

List what fund General Fund

EXECUTIVE SUMMARY

Professional Service agreement for Thomas Bastian. There is no increase in the hourly rate charged.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

Staff: Todd Dowden, Finance Director

Date: April 27, 2020

Village of Bartlett
Finance Department Memo
2020-10

DATE: April 27, 2020
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with the Law Firm of Storino, Ramello & Durkin

Attached is the proposed professional services agreement for fiscal year 2020/21 for Thomas M. Bastian, Storino, Ramello & Durkin (Administrative Hearing Officer). Mr. Bastian acts as the Village's Administrative Hearing Officer and presides at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no increase in the hourly rate charged.

MOTION: I move to approve Resolution 2020-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

RESOLUTION 2020- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE LAW FIRM OF STORINO, RAMELLO & DURKIN**

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, 2020, between the Law Firm of Storino, Ramello & Durkin 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 5, 2020

APPROVED: May 5, 2020

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 2020- -R enacted on May 5, 2020, and approved on May 5, 2020, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

April 6, 2020

JOSEPH G. KUSPER
ANGELO F. DEL MARTO
MARK R. STEPHENS
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER

OF COUNSEL

IN REPLY REFER TO FILE NO.

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
ANDREW Y. ACKER
PETER A. PACIONE
MELISSA M. WOLF
MATTHEW G. HOLMES
MICHAEL R. DURKIN
THOMAS J. HALLERAN
ADAM R. DURKIN

BARTL-1

Ms. Lorna Giles
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: 2020 Professional Services Agreement – Administrative Hearing Officer

Dear Lorna:

Enclosed herewith please find two (2) original executed 2020 Professional Services Agreement regarding our services as administrative hearing officer for the Village of Bartlett. Please forward one (1) executed agreement to my attention.

As always, we thank the Village for its continued support.

Very truly yours,

STORINO, RAMELLO & DURKIN

/s/ Thomas M. Bastian

TMB/cid
Encls.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois this 1st day of May, 2020, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW FIRM OF STORINO, RAMELLO & DURKIN (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of STORINO, RAMELLO & DURKIN, and in particular, Attorney THOMAS M. BASTIAN ("Bastian") of the LAW FIRM OF STORINO, RAMELLO & DURKIN, to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bastian and the Firm are willing to furnish 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**

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

- a. Bastian 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. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Firm's office located in Rosemont, Illinois to the Village, extraordinary preparation time and preparation

of additional Findings of Fact and Orders will be billed at the following rate of \$150.00 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 Bastian 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 Bastian 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 1, 2020, and shall continue through April 30, 2021, 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 Bastian 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, Workers' Compensation and Professional Liability Insurance coverage in the following minimum amounts:

<u>Commercial General Liability</u>	
General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$ 500,000.00
Medical Expense Limit	\$ 5,000.00
Fire Damage, Any one Fire	\$ 50,000.00
<u>Employers Non-Owned Auto Liability</u>	
Combined Single Limits (each accident)	\$ 500,000.00
<u>Professional Liability</u>	
Each Claim	\$5,000,000.00
Aggregate	\$5,000,000.00

Workers' Compensation

Each Claim	\$ 500,000.00
Aggregate	\$ 500,000.00

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.

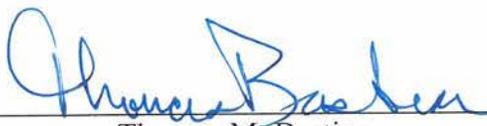
VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Gilles
Village Clerk

LAW OFFICES OF STORINO, RAMELLO & DURKIN

By:  _____
Thomas M. Bastian