



# Agenda Item Executive Summary

Item Name      Professional Services Agreement Law Offices of      Committee  
Robert J. Krupp, P.C.      or Board      Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	\$33,000
List what fund	General Fund		
EXECUTIVE SUMMARY			
Professional Service agreement for Robert Krupp to prosecute traffic and minor ordinance violations as well as zoning and building violations. There is no rate increase proposed.			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Resolution Agreement			
ACTION REQUESTED			

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Staff:      Todd Dowden, Finance Director

Date:      April 24, 2023

**Village of Bartlett**  
**Finance Department Memo**  
**2023-12**

**DATE:** April 24, 2023

**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 2023/24 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services.

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

**RESOLUTION 2023- -R**

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

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**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, 2023 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 2, 2023

**APPROVED:** May 2, 2023

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Kevin Wallace, Village President

**ATTEST:**

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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 2023- -R enacted on May 2, 2023, and approved on May 2, 2023, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

## PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2023, 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 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 \$150.00 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 an 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, 2023, and shall continue through April 30,

2024, 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	\$1,000,000.00
Product-Completed Operation	\$1,000,000.00
Each Occurrence Limit	\$500,000.00
Personal Advertising Injury Limit	\$500,000.00
Medical Expense Limit	\$5,000.00
Fire Damage, any one fire	\$50,000.00

**Business Automobile**

Combined Single Limits (each accident)	\$500,000.00
Auto Medical Payments	\$5,000.00
Uninsured Motorist-Combined Single Limits	\$500,000.00

**Professional Liability**

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: \_\_\_\_\_

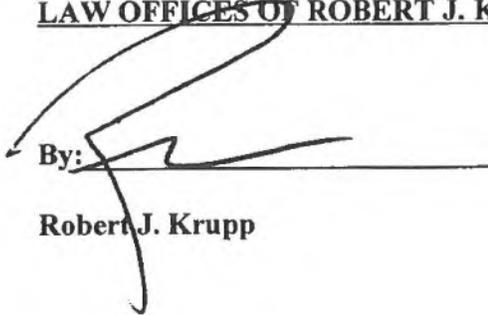
**Kevin Wallace, Village President**

**ATTEST:**

By: \_\_\_\_\_

**Lorna Giless, Village Clerk**

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

By:  \_\_\_\_\_

**Robert J. Krupp**