

COUNCIL WORKSHOP ITEM

ITEM: Prosecution Contract/Linda Pieczynski
DATE: April 3, 2002
PREPARED BY: Enza I. Petrarca, Interim Village Attorney
PURPOSE: Adopt a Resolution Authorizing Execution of an Agreement for Legal Services

DISCUSSION:

The purpose of this memorandum is to transmit a recommendation that the Village renew its agreement for FY 2002/2003 with Linda Pieczynski. As you know, the Village has been employing Ms. Pieczynski for a number of years to prosecute traffic and ordinance violations in the Downers Grove branch court. The Village will only be approving the agreement for a six-month term, rather than one-year term. The Village will then revisit its overall prosecution services at the end of the six months and make a recommendation to the Council at that time with regard to the possible continuation of the agreement.

Ms. Pieczynski is proposing to perform these services at a retainer fee of \$25,725.00 per year (or a retainer in the amount of \$12,862.50, plus the additional hourly rate for the 6-month term). Occasionally, it is necessary for Ms. Pieczynski to perform additional services, such as trial preparation and meetings, for which an additional hourly rate is charged. The additional rate per hour is \$105.00. Ms. Pieczynski is not proposing a rate increase over last year.

ATTACHMENT:

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR LEGAL[®] SERVICES WITH LINDA S. PIECZYNSKI

RECOMMENDATION:

It is requested that the Council consider this matter at their workshop meeting of April 23, 2002.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT FOR LEGAL SERVICES WITH LINDA S. PIECZYNSKI**

BE IT RESOLVED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village"), and Linda S. Pieczynski providing for prosecution by Linda S. Pieczynski of Village ordinances in the courts of DuPage County, Illinois, from May 1, 2002, through November 30, 2003, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2002, by and between the VILLAGE OF DOWNERS GROVE, DuPage County, Illinois, and LINDA S. PIECZYNSKI, Attorney at Law, P.C., 125 West Second Street, Hinsdale, Illinois 60521.

WITNESSETH:

WHEREAS, LINDA S. PIECZYNSKI, Attorney at Law, P.C. is a professional corporation in the State of Illinois; and

WHEREAS, the VILLAGE OF DOWNERS GROVE is desirous of having its Village ordinances prosecuted in the Courts of DuPage County, Illinois.

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, the parties hereto agree as follows:

1. LINDA S. PIECZYNSKI, Attorney at Law, P.C. (hereafter referred to as Linda S. Pieczynski) shall prosecute all violations of the local ordinances of the VILLAGE OF DOWNERS GROVE and shall represent the VILLAGE at all regular Court sessions held at the Field Court designated for said VILLAGE'S cases during the term of this Agreement.

2. The VILLAGE OF DOWNERS GROVE shall pay LINDA S. PIECZYNSKI ^{Twelve thousand} ~~Twenty Five~~ ^{Eight hundred sixty two and 50/100} ~~Thousand Seven Hundred Twenty Five~~ and no/100 (~~\$25,725.00~~) Dollars over ~~twelve~~ ^{SIX} months for the prosecution of said violations at the designated field court. Said retainer shall be payable in ~~twelve~~ ^{SIX} ₆ equal monthly installments. In the event any court session lasts more than two hours, fee shall be due at the rate of \$105.00 per hour for the trial exceeding two hours..

3. In addition to said fee payment, the VILLAGE agrees to pay LINDA S. PIECZYNSKI One Hundred Five Dollars (\$105.00) per hour for any research or trial preparation done in connection with the prosecution of said VILLAGE'S ordinance violations, for time spent in the preparation of Court documents or correspondence involving said cases and for and Court appearances by LINDA S. PIECZYNSKI at a Court other than the designated Field Court when she is representing the VILLAGE

in the prosecution of the violations of its ordinances.

4. The VILLAGE agrees to reimburse LINDA S. PIECZYNSKI for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage or photocopying).

5. LINDA S. PIECZYNSKI agrees to provide a qualified attorney to represent the VILLAGE in her absence due to illness, conflict in Court schedule or vacation period. The payment for the service of said third party shall be made by LINDA S. PIECZYNSKI to said party. In the event the VILLAGE desires to have its own attorney prosecute its cases in the absence of LINDA S. PIECZYNSKI, the retainer for that month will be reduced at the rate of One Hundred Sixty-Eight (\$168.00) Dollars per session.

6. The VILLAGE may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.

7. This Agreement will be effective from May 1, 2002 through ~~April~~ ^{November} 30, 2003. *EJL*

Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated by either party at any time. But, Linda S. Pieczynski agrees to give thirty (30) days prior written notice to the Village of Downers Grove.

8. A statement for services rendered shall be made monthly, and payment by the VILLAGE for such services shall be made by the last day of the month following the rendering of services.

DATED this ____ day of _____, 2002.

VILLAGE OF DOWNERS GROVE

DuPage County, Illinois

By: _____
Village Manager

ATTEST:

Village Clerk

Linda S. Pieczynski, Attorney at Law, P.C.