

RESOLUTION NO. R2021-37

**A RESOLUTION APPROVING AN AGREEMENT WITH CHRISTINE CHARKEWYCZ
FOR THE PROVISION OF LEGAL SERVICES**

WHEREAS, the City proposes to enter into an agreement ("**Agreement**") with Christine Charkewycz ("**City Prosecutor**") for the provision of legal services, including specifically the prosecution of municipal code violations (collectively, "**Prosecutorial Services**"); and

WHEREAS, the City Prosecutor has performed the Prosecutorial Services for the City in the past to the City's satisfaction; and

WHEREAS, the Mayor and the City Council find that it is in the best interest of the City and the public to approve and enter into the Agreement with the City Prosecutor;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals set forth above are incorporated into this Section One by this reference as findings of the City Council.

SECTION 2: Approval of Agreement. The Agreement is hereby approved substantially in the form attached to and, by this reference, made a part of this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Administrator and the City Clerk are hereby authorized and directed to execute and seal, on behalf of the City, the final Agreement only after receipt by the City Clerk of at least two original copies of the Agreement executed by the City Prosecutor; provided, however, that if such executed copies of the Agreement are not received by the City Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the Mayor and City Council, be null and void.

SECTION 4: Effective Date. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

[Voting Record and Signatures on Following Page]

PASSED THIS ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

AGREEMENT

THIS AGREEMENT, made this 7th day of June 2021, by and between CITY OF WARRENVILLE, DuPage County, Illinois, and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Rd. Suite 200, Oak Brook, Illinois 60523.

WITNESSETH

WHEREAS, CHRISTINE CHARKEWYCZ, Attorney at Law is an attorney licensed to practice law in the State of Illinois;

and

WHEREAS, the CITY OF WARRENVILLE is desirous of having its City 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:

CHRISTINE CHARKEWYCZ, Attorney at Law (hereinafter referred to as CHRISTINE CHARKEWYCZ) shall represent the CITY OF WARRENVILLE at all regular court sessions held in the Field Court designated for said City's cases during the term of this Agreement.

1. The CITY OF WARRENVILLE shall pay CHRISTINE CHARKEWYCZ One Hundred and Ninety Dollars (\$190.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violations in courtroom 1003 at 505 N. County Farm Road in Wheaton. In the event a session exceeds two (2) hours in length, an additional fee shall be assessed at the rate of One Hundred (\$100.00) per hour exceeding the original two hours.
2. In addition to said fee payment, the CITY OF WARRENVILLE agrees to pay CHRISTINE CHARKEWYCZ One Hundred Dollars (\$100.00) per hour for any telephone consultation with defense attorneys, defendants and witnesses, research, or trial preparation done in connection with the prosecution of said City Ordinance violations, for time spent in preparation of Court documents or correspondence involving said cases, and any Court appearances by CHRISTINE CHARKEWYCZ at a Court other than the designated Traffic Court when she is representing the CITY OF WARRENVILLE in the prosecution of the violations of its ordinances. There will be no additional fee for consultation and advice to police officers.
3. The CITY OF WARRENVILLE agrees to reimburse CHRISTINE CHARKEWYCZ for any out-of-pocket expenses incurred in the prosecution of its ordinance violations (e.g. postage, photocopying, faxing, filing fees, etc.).
4. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the CITY OF WARRENVILLE 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 CHRISTINE CHARKEWYCZ to said party.
5. The CITY OF WARRENVILLE may designate that individual cases of its ordinance violations be prosecuted by its City attorneys.

6. This agreement will be effective from June 1, 2021 through May 31, 2022. Notwithstanding any provision contained therein to the contrary, this Agreement may be terminated by either party at any time. CHRISTINE CHARKEWYCZ agrees to give thirty (30) days prior written notice to the CITY OF WARRENVILLE.

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

DATED this _____ day of _____, 2021.

By: _____

ATTEST:

City Clerk

Christine Charkewycz, Attorney at Law