

RESOLUTION NO. R-67-10

A RESOLUTION APPROVING AN AMENDMENT TO AN ATTORNEY RETAINER
AGREEMENT FOR DUI PROSECUTIONS FOR THE CITY OF WHEATON
(EXTENSION OF TIME)

WHEREAS, the Corporate Authorities of the City of Wheaton, have adopted the Illinois Vehicle Code pursuant to Ordinance Number F-0877; and

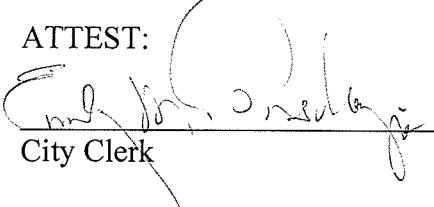
WHEREAS, in consequence of said adoption, the Corporate Authorities of the City of Wheaton have deemed it in the best interest of the public health, safety and welfare to enter into a retainer agreement with a municipal prosecutor who will administer and prosecute Ordinance violations of the adopted Illinois Motor Vehicle Code.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is hereby directed to attest to that Amendment to An Attorney Retainer Agreement attached hereto and incorporated herein as set forth in Exhibit A.

The City Attorney is further directed to undertake any and all actions reasonably necessary to effectuate the continued administration of said Agreement.

ADOPTED this 15th day of November, 2010.

ATTEST:


Emily J. Scalzo
City Clerk


Michael J. Gresk
Mayor

Ayes:

Roll Call Vote:
Councilman Suess
Councilwoman Corry
Councilman Levine
Councilman Mouhelis
Mayor Gresk
Councilman Prendiville

Nays:

None

Absent:

Councilman Scalzo

Motion Carried Unanimously

AMENDMENT OF CONTRACT C 36363

Agreement Between the City of Wheaton, Illinois And LEINENWEBER & Baroni, & Daffada, LLC For PROSECUTION SERVICES

This Amendment is entered into as of this 15th day of November, 2010, by and between the CITY OF WHEATON, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and Leinenweber & Baroni, & Daffada, LLC ("Contractor"), 330 South Naperville Road, Suite 210, Wheaton, Illinois 60187.

WHEREAS, the City and the Contractor did enter into an Agreement dated December 7, 2009, for the Prosecution of DUI violations; and

WHEREAS, the City has deemed it to be in their best interest to extend this Agreement through April 30, 2011; and

~~WHEREAS, Leinenweber & Baroni, & Daffada, LLC have confirmed their willingness and agreement to extend this contract with City attorneys Walsh, Knippen, Knight and Pollock.~~

NOW, THEREFORE, in consideration of the agreements contained in this instrument and such other sufficient considerations, the parties agree as follows:

1. Contractor does hereby consent to extending the term of services described in the original contract dated December 7th, 2009 from January 1, 2010 - December 31, 2010, to an expiration date of April 30, 2011.
2. All other provisions of the Agreement, except as modified herein, are hereby ratified and reaffirmed.

CITY:

City of Wheaton

By:

Michael J. Gresk, Mayor

CONTRACTOR:

Leinenweber & Baroni, & Daffada, LLC

By:

Peter G. Baroni

Leinenweber & Baroni & Daffada, LLC

Attest:

Emily M. Consiglio

This number must appear on all
invoices and documents

No. C 36363

AN AGREEMENT FOR PROSECUTION SERVICES

This agreement dated this 7th day of December, 2009 is made between the City of Wheaton (the "City") and the law firm of Leinenweber & Baroni, LLC 330 S. Naperville Road, Suite 210, Wheaton, Illinois 60187.

WHEREAS, the City is desirous of having a qualified attorney represent the City for DUI ordinance violation cases prosecuted in the Courts of DuPage County, Illinois.

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

Section 1. Leinenweber & Baroni, LLC, Attorneys at Law, shall prosecute driving under the influence of alcohol (DUI) ordinance violations and companion violations of the City and shall represent the City at regular Court sessions held at the Wheaton County Courthouse designed for said City's cases during the terms of this Agreement.

Section 2. The City shall pay Leinenweber & Baroni, LLC a flat fee of \$47,000.00 over a twelve (12) month period commencing January 1, 2010 and ending December 31, 2010. Said fee shall be payable in twelve (12) equal monthly installments. This fee shall include compensation for in-court time, preparation, travel and any and all administrative costs in connection with prosecuting DUI cases. Additionally, that fee shall include compensation for quarterly training for City police officers on recent developments in DUI and constitutional law.

Further, in the event that 200 or more City DUI ordinance cases are charged during the 2010 calendar year, Leinenweber & Baroni shall be paid an additional lump sum of \$5,000.00. Finally, in the event that 275 or more City DUI ordinance cases are charged during the 2010 calendar year, Leinenweber & Baroni shall be paid a second, additional lump sum of \$5,000.00.

Section 3. Leinenweber & Baroni, LLC agree not to defend any DUI cases in DuPage County during the term of this Agreement. Further, Leinenweber & Baroni, LLC agrees not to engage in any legal work that would constitute a conflict of interest with the City of Wheaton.

Section 4. Leinenweber & Baroni, LLC further agree to provide the person designated by the Wheaton Police Administration with at least a monthly report of the final dispositions of all cases prosecuted and concluded within that month pursuant to this Agreement. Leinenweber & Baroni, LLC further agrees to consult with charging police officers prior to the resolution of a case prosecuted pursuant to this Agreement when the officer is present in Court at the time of disposition.

Dated this 7th day of December, 2009.