

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS AND CAMIC JOHNSON, LTD. FOR LOCAL DUI ORDINANCE PROSECUTION SERVICES**

**WHEREAS**, the Village of Campton Hills, Kane County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village and Camic Johnson, Ltd. desire to execute a professional services agreement for local DUI ordinance prosecution services (the "*Agreement*"); and

**WHEREAS**, the Village President and Board of Trustees of the Village of Campton Hills (the "*Corporate Authorities*") deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Campton Hills, Kane County, Illinois, as follows

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Agreement by and between the Village and Camic Johnson, Ltd., which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board with such necessary non-material changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** That the officials and officers of the Village are further hereby authorized to

undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

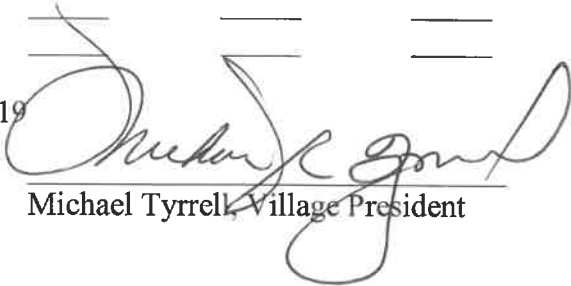
**Section 6.** This Resolution shall be in full force and effect upon its passage, approval, and publication in the manner provided by law.

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Passed this 6<sup>th</sup> day of November, 2019, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Darlene Bakk	✓	_____	_____	_____
Trustee Susan P George	✓	_____	_____	_____
Trustee Jim McKelvie	✓	_____	_____	_____
Trustee Mike Millette	_____	_____	✓	_____
Trustee Michael O'Dwyer	✓	_____	_____	_____
Trustee Wendy K. White Eagle	✓	_____	_____	_____
President Michael Tyrrell	_____	_____	_____	_____

APPROVED this 6<sup>th</sup> day of November, 2019

  
Michael Tyrrell, Village President

(SEAL)

ATTEST:

  
Lynn Baez, Village Clerk

Exhibit A

*Agreement*

VILLAGE OF CAMPTON HILLS AGREEMENT FOR  
LOCAL DUI ORDINANCE PROSECUTIONS

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This agreement entered into by and between and the Village of Campton Hills, a municipality located in the State of Illinois and Camic Johnson, Ltd.

WITNESSETH:

WHEREAS, the Village of Campton Hills wishes to engage in the implementation of an arrangement with a law firm authorized to practice law in the State of Illinois for the purpose of prosecuting local charges under 626 ILCS 5/11-501, *et seq* (Driving while under the influence of alcohol, other drug or drugs, intoxicating compound or compounds or any combination thereof)("local DUIs") as adopted under the laws of the Village of Campton Hills in its municipal code;

WHEREAS, it is anticipated that defendants charged under the local DUI ordinance will be first or second time DUI offenders with good traffic records and where a felony enhancement is not anticipated as a sentence; and

WHEREAS, the Village of Campton Hills is a non-home-rule unit of government as provided in the 1970 Illinois Constitution; and

WHEREAS, the law firm of Camic Johnson, Ltd., located at 546 West Galena Boulevard, Aurora, Illinois, has agreed to prosecute local DUIs for the Village of Campton Hills for the period January 1, 2020 through December 31, 2021 at a flat fee of \$750 per citation, with the exception of cases that may require contested motion, trial or other contested matters that will therefore exceed three hours of billable time, as set for the below.

WHEREAS, Camic Johnson, Ltd. will prepare and send an invoice for each case for the fee outlined above 100 days after the entry of the Judgment.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Village of Campton Hills agrees as follows:

1. The parties adopt, by reference, the recitals set forth above into this agreement.
2. The parties agree that during the period January 1, 2020 through December 31, 2021 the Village of Campton Hills shall pay, as and for prosecution of local DUI charges, a fee of \$750 on each citation for three billable hours or less.

The Village of Campton Hills shall cause, by adoption of a resolution or ordinance, the appointment of said law firm as a special Village attorney for the purposes of prosecuting local DUI violations.

3. Termination. This agreement may be terminated by either party on December 31, 2021.
4. The parties agree that a circumstance may arise where the prosecution of a local DUI violation requires more time and expense due to its nature and complexity and/or

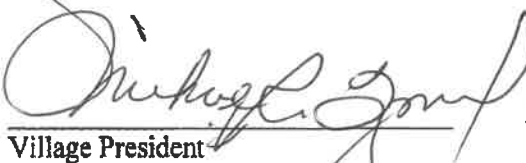
those citations that are contested in the pre-trial phase or require trial. Those cases are further defined as any case or matter which exceeds three hours of billable attorney time for preparation, court appearances and trial. The parties agree that, Camic Johnson, Ltd. may prosecute such cases at a fee of \$200.00 per hour for the time that accrues after the three hours has been billed. Camic Johnson, Ltd. agrees that the prosecution of such a case will not be undertaken without first obtaining authority from the Chief of Police, upon lapsing of the three hours. If the Chief of Police agrees that such a case is one that due to its nature will involve more time and expense than the standard traffic and ordinance violation cases and that the Chief of Police will retain Camic Johnson, Ltd. to prosecute the case, then the case will be billed at the aforementioned hourly rate.

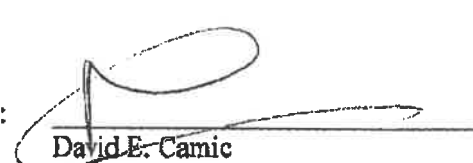
5. Severability. If any provision of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.
6. Effective Date. This agreement shall be effective when executed by the Village of Campton Hills through its duly-authorized representatives.
7. Governing Law. This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

IN WITNESS THEREOF, the undersigned governmental unit has caused this Agreement to be duly executed.

VILLAGE OF CAMPTON HILLS,  
Kane County, Illinois

CAMICJOHNSON, LTD

By:   
Village President

By:   
David E. Camic

Attest:   
Village Clerk

Date: 11/6/2019

Date: \_\_\_\_\_