

VILLAGE OF CAMPTON HILLS AGREEMENT FOR
LOCAL DUI ORDINANCE PROSECUTIONS

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 time DUI offenders with good traffic records and where incarceration 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, 2017 through December 31, 2017 at a flat fee of \$400 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 \$400 fee outlined above when each defendant has paid his or her fine as evidenced by the records at the Kane County Circuit Clerk's Office. In the event of billable/hourly work, Camic Johnson, Ltd. will send monthly invoices for work on each hourly billable file, if any.

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, 2017 through December 31, 2017 the Village of Campton Hills shall pay, as and for prosecution of local DUI charges, a fee of \$400 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, 2017.

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 \$135.00 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.

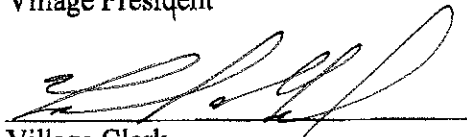
IN WITNESS THEREOF, the undersigned governmental unit has caused this Agreement to be duly executed.

VILLAGE OF CAMPTON HILLS,
Kane County, Illinois

By:


Village President

Attest:


Village Clerk

Date:

12-6-16

CAMICJOHNSON, LTD

By:


David E. Camic

Date:

11-29-16