

AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2016 by and between the VILLAGE OF WESTMONT, DuPage County, Illinois and CHRISTINE CHARKEWYCZ, Attorney at Law, 2021 Midwest Road, 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 VILLAGE OF WESTMONT 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:

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

1. The VILLAGE OF WESTMONT shall pay CHRISTINE CHARKEWYCZ One Hundred and Ninety- Five Dollars (\$195.00) per Court session at which prosecutable local ordinance violations are to be heard for the prosecution of said violation at the Downers Grove Field Court. In the event a session exceeds two hours in length, there will be no additional fee assessed.
2. In addition to said fee payment, the VILLAGE OF WESTMONT agrees to pay CHRISTINE CHARKEWYCZ One Hundred Dollars (\$100.00) per hour for any telephone consultation, research, or trial preparation done in connection with the prosecution of said Village 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 Field Court when she is representing the VILLAGE OF WESTMONT in the prosecution of the violations of its ordinances.
3. In addition to said fee payment, the VILLAGE OF WESTMONT agrees to pay CHRISTINE CHARKEWYCZ One Hundred and Forty Dollars (\$140.00) per hour for any telephone consultation, correspondence, research, document or trial preparation done in connection with the prosecution of said Village Building Code violations.
4. The VILLAGE OF WESTMONT 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.).

5. CHRISTINE CHARKEWYCZ agrees to provide a qualified attorney to represent the VILLAGE OF WESTMONT 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.
6. The VILLAGE OF WESTMONT may designate that individual cases of its ordinance violations be prosecuted by its Village attorneys.
7. This agreement will be effective from June 1, 2016 through May 31, 2017. .
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 VILLAGE OF WESTMONT.
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 _____, 2016

By: _____

ATTEST:

Village Clerk



Christine Charkewycz, Attorney at Law