

**LEGAL SERVICES AGREEMENT**  
**(Proposed Contract for Ordinance & Traffic Prosecutions & DUI Prosecutions)**

THIS AGREEMENT is made and entered into as of the 17th day of September, 2020, by and between THE VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as "the VILLAGE") and THE LAW OFFICE OF MICHELLE L. MOORE, LTD./THE MOORE NORTON LAW GROUP, LTD (hereinafter referred to as "the ATTORNEYS").

WHEREAS, the VILLAGE desires to engage the ATTORNEYS to furnish certain professional services in connection with the prosecution of Local Ordinance & Illinois Vehicle Code violations, as adopted by local ordinance (hereinafter referred to as "OV/TR PROSECUTIONS"); and prosecution of Driving Under the Influence charges (hereinafter referred to as "DUI PROSECUTIONS").

WHEREAS, the ATTORNEYS represent that they are in compliance with Illinois Statutes relating to professional registration of attorneys and have the necessary expertise and experience to furnish such services upon the terms and conditions as set forth herein below and have provided the Village evidence unilaterally acceptable to the VILLAGE to demonstrate proof thereof, as well as proof of professional liability insurance for any and all claims arising out of the ATTORNEYS representation of the VILLAGE.

NOW, THEREFORE, it is hereby agreed by and between the VILLAGE and the ATTORNEYS that the VILLAGE does hereby retain the ATTORNEYS for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged to perform the services relating to OV/TR PROSECUTIONS and DUI PROSECUTIONS as described herein, subject to the following terms, conditions and stipulations, to wit:

**I. SCOPE OF SERVICES**

- A. All work hereunder shall be performed under the direction of the Chief of Police, his successor or designee, or such other designee selected by the VILLAGE BOARD.
- B. The ATTORNEYS shall provide all necessary services to represent the VILLAGE as the VILLAGE's attorney in the prosecution of all local ordinance violations of the Illinois Vehicle Code, as well as all Ordinance Violations of the VILLAGE OF LOMBARD MUNICIPAL CODE. Representation by the ATTORNEYS of the VILLAGE will include all aspects of OV/TR PROSECUTIONS and DUI PROSECUTIONS, including, but not limited to, pre-trial proceedings, discovery, plea negotiations, trials and appeals.
- C. The ATTORNEYS shall also provide training sessions to the VILLAGE Police Department, as needed and at the request of the Chief of Police, or his designee,

to address any issues with enforcement of the local ordinance DUI and OV/TR PROSECUTIONS, detection and apprehension of offenders, preparation of reports, courtroom presentation, and most recent case-law updates effecting same. The ATTORNEYS shall also provide training sessions to the VILLAGE Community Development Department, as needed and at the request of the Department Director, or designee, to address any issues with enforcement of local ordinance property maintenance and building code, preparation of violation reports and notices, and most recent case-law updates effecting same.

- D. Attorneys Michelle L. Moore will serve as the primary prosecuting ATTORNEY for the Village of LOMBARD, pursuant to this Agreement. The ATTORNES shall have the discretion to employ the services of affiliated-associate attorneys, as needed, in furtherance of the OV/TR PROSECUTIONS and DUI PROSECUTIONS. No affiliated-associate attorneys shall provide in-court services on a regular or continuing basis without the prior approval of the Chief of Police, or his successor or designee.
- E. In the provision of OV/TR PROSECUTIONS and DUI PROSECUTION services under this Agreement, the ATTORNEYS shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by attorneys practicing under similar circumstances.

**II. TERM**

The term of this Agreement shall commence on December 1, 2020 and subject to the termination procedure set forth below, shall continue until November 30, 2025. The terms of the agreement regarding Scope of Services and Payments to the Attorneys, set forth herein, shall be subject to review, modification and enlargement at any time, upon consent of the MAYOR and VILLAGE BOARD, consistent with the law enforcement goals of the LOMBARD POLICE DEPARTMENT and the CHIEF OF POLICE, and the policy objectives of the VILLAGE with respect to said goals.

**III. PAYMENTS TO THE ATTORNEYS**

- A. As compensation to the ATTORNEYS for the OV/TR PROSECUTION services to be provided pursuant to this Agreement, the VILLAGE shall pay to the ATTORNEYS a flat fee ***of \$550.00/week, not to exceed \$28,600.00 per annum.***
- B. As compensation to the ATTORNEYS for DUI PROSECUTION services to be provided pursuant to this Agreement, upon the enactment of a Village Ordinance permitting same, the VILLAGE shall pay to the ATTORNEYS a flat fee of ***\$1,450.00/week, not to exceed \$75,400.00 per annum.***

- C. As an added service, ATTORNEYS shall provide DUI SEARCH WARRANT REVIEW AND SCREENING, for non-felony DUI arrests, deemed suitable for same, consistent with the LOMBARD Police Department's DUI enforcement policies and practices, and DuPage County protocols regarding the application for, and issuance of, search warrants for specimens of blood or urine of a DUI arrestee. In exchange for this service, the following fees shall apply:
  - i. For SEARCH WARRANT REVIEW AND SCREENING the VILLAGE shall pay a flat fee of \$75.00 per call. Upon review and modification of the Complaint for Search Warrant and related documents, an additional fee of \$175.00 shall apply. ***Fees shall not exceed \$250.00 per search warrant issued.***
  - ii. No additional fees shall be incurred for search warrant calls, review and screening.
- D. For Appellate representation on any and all matters arising from OV/TR PROSECUTIONS, ADMINISTRATIVE ADJUDICATIONS, and DUI PROSECUTIONS an hourly fee of \$65.00/hour for legal research, writing and preparation of briefs for the Illinois Supreme and Appellate Courts, upon approval by the VILLAGE MANAGER.
- E. The VILLAGE shall reimburse the ATTORNEYS for any actual out-of-pocket costs incurred in the facilitation of OV/TR PROSECUTIONS, ADMINISTRATIVE ADJUDICATIONS, and DUI PROSECUTION services, such as for preparation of form orders, filing fees, service fees, costs for transcripts or court reporting services, docketing fees, and the like, upon presentation of proof of payment for same.
- F. The VILLAGE shall make monthly payments to the ATTORNEYS during the term of this Agreement, upon receipt and approval of an invoice for services rendered and costs incurred.

IV. **INVOICES**

- A. The ATTORNEYS shall submit monthly invoices in a format approved by the VILLAGE.
- B. Invoices shall be paid within 30 days of the close of a billing cycle.

**V. CONFIDENTIAL INFORMATION**

All confidential communications between the VILLAGE and the ATTORNEYS, whether oral or written, and all documentation whether prepared by the ATTORNEYS or the VILLAGE shall be, to the full extent permitted by law, considered to be an attorney-client privileged communication and shall not be disclosed except upon the written consent of the VILLAGE MANAGER, his successor or designee.

**VI. CONFLICTS OF INTEREST**

In the event the ATTORNEYS must withdraw from the prosecution of a DUI or OV/TR PROSECUTIONS case due to a conflict of interest, the ATTORNEYS shall be authorized to amend any DUI or OV/TR citation to allege an offense against the People of the State of Illinois, and refer further prosecution of same to the Office of the State's Attorney of DuPage County, and shall notify the VILLAGE MANAGER, or his successor or designee, in writing of said conflict of interest within ten (10) days of the ATTORNEYS becoming aware of said conflict.

**VII. TERMINATION OF AGREEMENT**

Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon written notice to the ATTORNEYS. In the event that this Agreement is so terminated, the ATTORNEYS shall be paid for services actually performed and reimbursable expenses actually incurred prior to termination, except that reimbursement shall not exceed amounts set forth under Paragraph III, above.

**VIII. BREACH OF CONTRACT**

If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party has the right to seek such administrative, contractual or legal remedies as may be suitable to the violation of breach; and, in addition, if the VILLAGE, by reason of any default, fails within fifteen (15) days after notice thereof by the ATTORNEYS to comply with the conditions of the Agreement, the ATTORNEYS may terminate this Agreement. Notwithstanding the foregoing, or anything else to the contrary in this Agreement, with the sole exception of an action to recover the monies the VILLAGE has agreed to pay to the ATTORNEYS pursuant to Paragraph III hereof, no action shall be commenced by the ATTORNEYS against the VILLAGE for monetary damages. The ATTORNEYS hereby further waive any and all claims or rights to interest on money claimed to be due pursuant to this Agreement, and waives any and all such rights to interest which it claims it may otherwise be entitled pursuant to law, including, but not limited to, the Local Government Prompt Payment Act (50 ILCS 501/1, *et seq.*), as

amended, or the Illinois Interest Act (815 ILCS 205/1, *et seq.*), as amended. The parties hereto further agree that any action by the ATTORNEYS arising out of this Agreement must be filed within one year of the date the alleged cause of action arose or the same will be time-barred. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

**IX. INDEMNIFICATION**

To the fullest extent permitted by law, the ATTORNEYS agree to and shall indemnify and hold harmless the VILLAGE, its officers, employees, agents, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or other relief, including, but not limited to, worker's compensation claims, in any way resulting from or arising out of a breach of this Agreement by the ATTORNEYS and/or negligent actions or omissions of the ATTORNEYS in connection herewith, including negligence or omissions of the attorneys, members, employees or agents of the ATTORNEYS arising out of the performance of this Agreement. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.

**X. NO PERSONAL LIABILITY**

No official, director, officer, agent or employee of the VILLAGE shall be charged personally or held contractually liable under any term of provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

**XI. INSURANCE**

The ATTORNEYS and each of the individual attorneys performing services pursuant to this Agreement shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure the ATTORNEYS, the individual attorneys, and, where appropriate, the VILLAGE against claims and liabilities which arise out of the work of OV/TR PROSECUTIONS and DUI PROSECUTIONS. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the VILLAGE. The insurance coverages shall include, but not necessarily be limited to, professional liability insurance with limits of not less than \$1,000,000.00 per claim covering the ATTORNEYS and the individual attorneys providing services pursuant to this Agreement against all sums which the ATTORNEYS may become obligated to pay on account of any liability arising out of the performance of the professional services for the VILLAGE under this Agreement when caused by any negligent act, error, or omission of the ATTORNEYS or any of the individual attorneys, or others for which whose actions the ATTORNEYS are legally liable. The professional liability insurance shall remain in full force for a period of not

less than four (4) years after the completion of the services to be performed by the ATTORNEYS under this Agreement.

**XII. NONDISCRIMINATION**

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, of the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the City.

**XIII. ASSIGNMENT**

Neither this Agreement, nor any part, right or interest hereof, may be assigned to any other person, firm or corporation.

**XIV. NO CO-PARTNERSHIP OR AGENCY; INDEPENDENT CONTRACTOR RELATIONSHIP ESTABLISHED**

This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The parties intend that this Agreement shall be construed as establishing an independent contractor relationship between the ATTORNEYS and the VILLAGE.

**XV. SEVERABILITY**

The parties intend and agree that, if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.

**XVI. HEADINGS**

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**XVII. MODIFICATION OR AMENDMENT**

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or change order as herein provided.

**XVIII. APPLICABLE LAW**

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois. Venue for resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

**XIX. WAIVER**

Any failure of either the VILLAGE or the ATTORNEYS to strictly enforce any term, right, or condition of this Agreement shall not be construed as a waiver of such term, right, or condition.

**XX. NEWS RELEASES**

The ATTORNEYS shall not issue any news releases nor make statements to the media without prior approval from the VILLAGE MANAGER, or his designee.

**XXI. INTERFERENCE WITH PUBLIC CONTRACTING**

The ATTORNEYS certify hereby that they are not barred from submitting a proposal on this Agreement as a result of a violation of 720 ILCS 5/33E, et seq. or any similar state or federal statute regarding bid rigging.

**XXII. SEXUAL HARASSMENT**

As a condition of this contract, the ATTORNEYS shall have written sexual harassment policies that include, at a minimum, the following information:

- A. the illegality of sexual harassment;
- B. the definition of sexual harassment under state law;
- C. a description of sexual harassment, utilizing examples;
- D. the vendor's internal complaint process including penalties;
- E. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights, and the Illinois Human Rights Commission;
- F. directions on how to contact the department and commission;
- G. protection against retaliation as provided by Section 6-101 of the Human Rights Act.

A copy of the policies shall be provided by the ATTORNEYS to the Department of Human Rights upon request, pursuant to 775 ILCS 5/2-105.

**XXIII. SUBCONTRACT**

No portion of the work to be provided by the ATTORNEYS shall be subcontracted without the prior written approval of the VILLAGE MANAGER, his successor or his designee.

**XXIV. FREEDOM OF INFORMATION ACT**

The ATTORNEYS shall, within twenty-four hours of the VILLAGES's request, provide any documents in the ATTORNEYS' possession related to the Agreement which the VILLAGE is or becomes required to disclose to a requestor under the Illinois Freedom of Information Act.

**XXV. NOTICES**

All notices, reports and documents required under this Agreement (unless otherwise noted) shall be in writing and shall be mailed by First Class Mail, postage prepaid, or by e-mail, addressed as follows:



A. As to the VILLAGE:

Scott Niehaus  
VILLAGE MANAGER  
255 E. Wilson Avenue  
Lombard, Illinois 60148-3969  
e-mail: [niehauss@villageoflombard.org](mailto:niehauss@villageoflombard.org)

B. As to the ATTORNEYS:

Michelle L. Moore  
The Law Office of Michelle L. Moore, Ltd./The Moore Norton Law Group  
45 S. Park Boulevard  
Suite 230  
Glen Ellyn, Illinois 60137  
e-mail: [michelle@michellemoorelaw.com](mailto:michelle@michellemoorelaw.com)

**XXVI. COMPLIANCE WITH LAWS**

Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the ATTORNEYS shall comply with all applicable federal, state, city and other requirements of law.

**XXVII. EXECUTION IN COUNTER-PARTS**

This Agreement may be executed in counter-parts. Signatures transmitted by facsimile or email shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this agreement effective as of the 17<sup>th</sup> day of September, 2020.

**VILLAGE OF LOMBARD**

**LAW OFFICE OF MICHELLE L. MOORE,  
LTD./THE MOORE NORTON LAW GROUP,  
LTD.**



Keith Giagnorio, Village President



Michelle Moore Norton