

**AGREEMENT TO APPOINT  
FIRST MISDEMEANOR AND TRAFFIC CASE CONFLICT ATTORNEY and  
SECOND FELONY/JUVENILE (JD and JA) CONFLICT ATTORNEY**

This Agreement is entered between Richard E. Dahlenburg, an attorney licensed to practice law in the State of Illinois [Attorney], and the Circuit Court for the Fifth Judicial Circuit, Vermilion County Illinois [the Circuit Court], through its presiding circuit judge, Thomas M. O'Shaughnessy, acting in his official capacity. The Circuit Court appoints Attorney and Attorney accepts the appointment as a conflict attorney in criminal and juvenile court cases pending before the Circuit Court in accordance with the terms of this Agreement. It is agreed by and between the parties as follows:

1. Term of Agreement. Attorney agrees to accept court appointments and serve in cases pending before the Circuit Court as the First Misdemeanor and Traffic Case Conflict Attorney and the Second Felony and Juvenile (JD and JA) Conflict Attorney and perform the duties as hereinafter specified, for the period beginning February 1, 2021 and ending on November 30, 2021. The term of this Agreement shall be automatically extended from year to year unless terminated in accordance with Paragraph 2 below. The circuit and associate judges of the Circuit Court shall have exclusive authority and power to determine the cases to which Attorney shall be appointed.
2. Events of Termination. The term of this Agreement shall be terminated upon the happening of any of the following events:
  - A. The death or disability of Attorney;
  - B. Attorney, for any reason, becomes disqualified to practice law in this state;
  - A. Occurrence of the effective date of termination, notice of which has been given in writing by either party to the other;
  - B. The right of the presiding circuit judge, in his/her sole discretion, to terminate this Agreement at any time during its term and/or any extension thereto, upon fifteen (15) days written notice. No cause is required for termination; and
  - C. The mutual written agreement of Attorney and the Circuit Court.
3. Duties of Attorney. Attorney will accept a court appointment and represent indigent defendants charged with misdemeanor and traffic offenses, who are unable to be represented by the Public Defender's Office due to conflicts of interest. Attorney will also accept a court appointment and represent indigent minors and parents in Juvenile Delinquency (JD) and Juvenile Abuse/Neglect/Dependency (JA) cases when the Public Defender's Office and the First Juvenile (JA/JD) Conflict Attorney are unable to provide representation due to conflicts of interest. Attorney will also accept a court appointment and represent indigent defendants charged with felony offenses, who are unable to be represented by the Public Defender or the First Felony Conflict Attorney due to conflicts of interest.

Representation by Attorney includes all pre-trial preparation, investigation, discovery, negotiations, and pre-trial motion and plea hearings and/or trial, through and including post-trial motions, sentencing, and termination.

Attorney shall provide competent and zealous representation to each client to whom he has been appointed under this Agreement, abiding by and performing his duties in accordance with the Illinois Rules of Professional Conduct. Attorney will exercise independent professional judgment in each case to which he has accepted an appointment. However, Attorney shall devote such time and attention to each case for which an appointment has been accepted consistent with the ethical and legal duty to provide effective assistance of counsel.

Attorney shall not withdraw from representation of any client to whom he has accepted an appointment under this Agreement, except as would be allowed under the Illinois Rules of Professional Conduct.

Attorney shall maintain and provide, on his own accord and expense, any necessary supplies, private office(s), secretarial assistance, research aids and materials, and such other facilities and services as are deemed necessary by Attorney, in his own discretion, to be usual and customary for an attorney practicing law, consistent with the position, and adequate for the proper performance of the duties required by this Agreement.

All records, documents, and files concerning appointed clients shall belong to and remain the property of Attorney. However, upon withdrawal from an appointed case, or termination of this Agreement, Attorney shall transmit all records, documents or files relating to any appointed client to his successor attorney.

Attorney shall at all times maintain in good standing his licensure to practice law in the State of Illinois.

Attorney shall maintain, at his own expense, professional liability insurance covering the acts and omissions of Attorney in the performance of his professional duties.

4. Compensation of Attorney. For all services rendered by Attorney under this Agreement, Attorney shall be paid by the Circuit Court a fee of Thirty-Four Thousand Three Hundred Thirty-Three Dollars and Thirty Cents (\$34,333.30) (based upon a pro-rated annual fee of Forty-One Thousand Two Hundred Dollars (\$41,200.00)), payable in monthly installments of Three Thousand Four Hundred Thirty-Three Dollars and Thirty-Three Cents (\$3,433.33) each, which constitutes the total compensation due for all services performed under this Agreement. The annual compensation shall be paid pro-rata in the event this Agreement is terminated prior to its termination date. The annual compensation may be modified only by mutual written agreement.
5. Expenses. Reasonable and necessary expenses, approved in advance by the court, for investigations, testing, and/or experts, and any other reasonable expenses, approved in advance by the court, will be paid directly or reimbursed to Attorney by the Circuit Court.

6. General Provisions.

- A. Attorney shall submit monthly requisitions for payment which shall include the information specified by the Court Administrator or the presiding judge. Upon receipt in proper form, requisitions will be paid promptly in accordance with the policies and procedures of Vermilion County Illinois and the Circuit Court.
- B. "First Juvenile (JA/JD) Conflict Attorney" refers to the attorney under contract with the Circuit Court to provide representation in juvenile cases when the Public Defender is disqualified due to conflict.
- C. "First Felony Conflict Attorney" refers to the attorney under contract with the Circuit Court to provide representation in felony cases when the Public Defender is disqualified due to conflict.
- D. It is understood that Attorney is engaged in the private practice of law, but it is expected that Attorney will comply with all ethical responsibilities to provide effective representation to clients to whom he has been appointed under this Agreement as required under the Illinois Rules of Professional Conduct. Toward that end, Attorney shall handle cases appointed under this Agreement on a priority basis, and will make every reasonable effort to be available to the court as needed to provide the representation intended by this Agreement.
- E. Attorney's obligations and duties under this Agreement shall be as an independent contractor, and Attorney shall not be considered for any purpose to be an employee of Vermilion County Illinois or the Circuit Court. Accordingly, there shall be no entitlement by Attorney to any benefits accorded employees of Vermilion County Illinois or the Circuit Court, including but not limited to health or other insurance plans or retirement or other pension plans.
- F. This Agreement contains the entire understanding of the parties with respect to the subject matter of this Agreement. There are no restrictions, agreements, promises, warranties, covenants, or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and undertakings between the parties with respect to its subject matter. Except as otherwise provided herein, this Agreement may be amended only by a written instrument duly executed by the parties, or their successors or assigns.
- G. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- H. The waiver by either party to this Agreement of a breach of any of its provisions shall not operate or be construed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.


- I. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein.
- J. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors and assigns and to the estate, beneficiaries, and heirs of Attorney.
7. Notices. All notices under this Agreement shall be deemed sufficient if made in writing and sent by regular mail to the parties hereto at the following addresses:

Attorney: Richard E. Dahlenburg  
427 N. Vermilion Street  
Danville, IL 61832

The Circuit Court: Office of the Presiding Judge  
c/o Court Administrator  
Rita B. Garman Vermilion County Courthouse  
7 N. Vermilion Street  
Danville, IL 61832

A change in the mailing address of any party may be affected by serving written notice of the new address upon the other party.

IN WITNESS WHEREOF, the parties have executed this contract the 22<sup>nd</sup> day of January, 2021.

  
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Thomas M. O'Shaughnessy,  
Presiding Circuit Judge of Vermilion County

  
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Richard E Dahlenburg, Attorney