

RESOLUTION NUMBER 26 -06

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH HARTIGAN & CUISINIER P.C. IN CONNECTION WITH THE PROVISION OF LEGAL SERVICES (VILLAGE ATTORNEY)

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to approve an engagement letter with Hartigan & Cuisinier P.C. in connection with the provision of legal services for a period from May 1, 2006 through May 1, 2007.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the engagement letter with Hartigan & Cuisinier P.C. in connection with the provision of legal services, a copy of which Agreement is attached hereto and made a part hereof.

Section Two. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section Four. Publication. This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 5th day of June, 2006, pursuant to a roll call vote as follows:

AYES: Ruffalo, Scarpelli, O'Leary, Gorman,
Pres. Bartels

NAYES: —

ABSENT: VanOstenbridge, Carlini

Approved by me this 5th day of June, 2006.

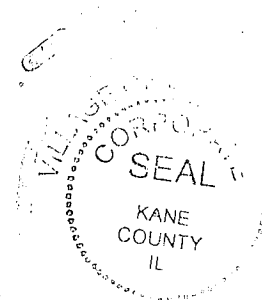
Jerald Bartels
JERALD BARTELS, President

Published in pamphlet form this 8th day of June, 2006, under the authority of the President and Board of Trustees.

ATTEST:

Sue Norton
SUE NORTON, Village Clerk

Recorded in the Village Records on June 8, 2006.



May 24, 2006

PERSONAL AND CONFIDENTIAL

VIA EMAIL TO: pnicholson@eastdundee.net
Mr. Paul Nicholson, Interim Village Administrator
VILLAGE OF EAST DUNDEE
120 Barrington Avenue
East Dundee, Illinois 60118-1399

RE: Legal Services Agreement - Hartigan & Cuisinier P.C.

Dear Mr. Nicholson:

This letter represents Hartigan & Cuisinier P.C.'s proposal for legal services from the firm of Hartigan & Cuisinier P.C. (The "Firm") for a period from May 1, 2006, through May 1, 2007.

This Agreement is proposed to provide all necessary legal services as requested by the Village during the period set forth above. Such services would be initiated only upon specific instruction by the Village Board or by an authorized representative of the Village.

Compensation for such services would be in accordance with the attached schedule of hourly rates (Exhibit 1).

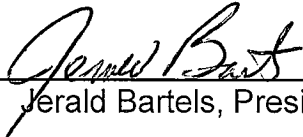
Legal services to be provided under this proposal, if approved, would be subject to the following special conditions:

1. Ownership of Documents. The Firm agrees that the original drafts and electronic files for any work completed under this Agreement shall become the property of the Village and at such times as the work is complete shall be forwarded by the Firm to the Village for their record and files.
2. Fees. Services will be performed by each employee of the Firm at the rates set forth in the Schedule of Rates attached as Exhibit "A." Third party attorneys (outside counsel) may be selected in areas that require specialized legal expertise, and consultants may be retained by the Firm if approved by either the Village Administrator or a majority of the Village Board.

3. Conflict of Interest. The Firm acknowledges the desire of the Village to eliminate possible "conflicts of interest" through provision of legal services to others both within the Village corporate limits and extending 1-1/2 miles beyond such limits in unincorporated areas, except as this may overlap other municipal boundaries. Accordingly, the Firm agrees to refrain from initiating or performing legal services for its clients, Village employees, or others within this area which might be in conflict with Village assignments while engaged as attorneys for the Village without express written permission from the Village Administrator of Village Board.
4. Termination. In accepting this proposal, it is mutually agreed by the Village and by Firm that the Agreement may be terminated by a majority of the Village Board or by written 30 days notice from the Law Firm of Hartigan & Cuisinier P.C. to the Village Board, or earlier, for reasonable cause presented to the Board. Reasonable cause would consist of dereliction of duties. If the Agreement is so terminated, Firm shall be compensated for time and expenses set forth in the Agreement and up to the time of such termination, which payment shall be paid in full to the Firm for services rendered under this Agreement.
5. Travel. The Firm will be reimbursed an agreed set time for travel, as outlined in Exhibit "B" attached hereto, for any legal work including any form of Board meeting or Court appearance or staff meeting or any meeting with an outside agency relating to Village business.
6. Certificates of Insurance. Certificates of Insurance for workmen's compensation and general liability will be provided to the Village. A certificate of insurance verifying insurance coverage for errors and omissions will also be provided to the Village.

VILLAGE OF EAST DUNDEE an
Illinois Municipal Corporation

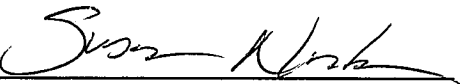
HARTIGAN & CUISINIER P.C.

By: 
Gerald Bartels, President

By: Russell W. Hartigan, partner

ATTEST:

ATTEST:

By: 
Susan Norton, Village Clerk

By: _____
Title: _____

HARTIGAN & CUISINIER P.C.
RATE SCHEDULE FOR LEGAL FEES
REGARDING VILLAGE OF EAST DUNDEE

Partners:\$ 145.00 per hour
 Russell W. Hartigan
 Patrick H. O'Connor
 Francis P. Cuisinier

Associates:\$ 135.00 per hour

Paralegals:\$ 55.00 per hour

HARTIGAN & CUISINIER P.C.
RATE SCHEDULE FOR TRAVEL
REGARDING VILLAGE OF EAST DUNDEE

Village to pay Firm an agreed one (1) hour as and for travel time for any legal work, including any form of Board meeting, Court appearance, staff meeting or any meeting with an outside agency, relating to Village business. Firm to personally pay all travel expenses, including parking fees and gas mileage.

EXHIBIT "B"