

RESOLUTION NUMBER 22 -10

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH HARTIGAN & O'CONNOR 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 & O'Connor P.C. in connection with the provision of legal services for a period from May 1, 2010 through April 30, 2011.

**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 & O'Connor 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 17<sup>th</sup> day of May, 2010 pursuant to a roll call vote as follows:

AYES: 6 - Trustees Dorman, Lynam, Miller, Cichowski, Van Ostenbrudge

NAYES: 0 & President Bartels

ABSENT: 1 - Trustee Ruffalo

Approved by me this 17<sup>th</sup> day of May, 2010.

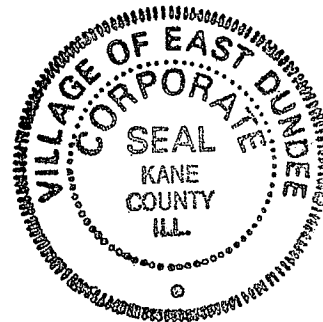
Jerald Bartels  
Jerald Bartels, Village President

Published in pamphlet form this 21<sup>st</sup> day of May, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
Jennifer Rehberg, Village Clerk

Recorded in the Village Records on May 21<sup>st</sup>, 2010.



**HARTIGAN & O=CONNOR P.C.**

*Attorneys at Law*  
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MICHAEL R. HARTIGAN  
CHRISTOPHER G. PAXHIA

LEGAL  
ASSISTANTS  
ERIN HOWARD  
ASHLEY M. KOENEN

May 3, 2010

PERSONAL AND CONFIDENTIAL

VIA EMAIL TO: [fkoehler@eastdundee.net](mailto:fkoehler@eastdundee.net)  
Mr. Frank Koehler, Village Administrator  
VILLAGE OF EAST DUNDEE  
120 Barrington Avenue  
East Dundee, Illinois 60118-1399

RE: Legal Services Agreement - Hartigan & O'Connor P.C.

Dear Mr. Koehler:

In accordance with the Village of East Dundee Ordinance §31.18, the Law Firm of Hartigan & O'Connor P.C. (The AFirm@) is hereby appointed as Village Attorney for one (1) year commencing on the first Monday of May, 2010, until the first Monday of May, 2011, in accordance with the terms set forth below.

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

Compensation for such services would be in accordance with the Schedule of Rates, attached hereto as Exhibit AA.@

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 hereto as Exhibit AA.@ 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 ~~A~~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 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 vote of the majority of the Village President and Village Board acting jointly or by written 30 days notice from the Law Firm of Hartigan & O'Connor 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 not charge for travel for any Village Board, Committee of the Whole, Planning & Zoning, or Liquor Commission meeting. Special assignments or extraordinary travel at the request of and for the benefit of the Village will be billed in accordance with Exhibit B.
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 & O'CONNOR P.C.

By: Jerald Bartels  
Jerald Bartels, President

By: \_\_\_\_\_  
Russell W. Hartigan, Partner

ATTEST:

ATTEST:

By: Jennifer Belberg  
Village Clerk

By: \_\_\_\_\_

**HARTIGAN & O'CONNOR P.C.**  
**RATE SCHEDULE FOR LEGAL FEES**  
**REGARDING VILLAGE OF EAST DUNDEE**  
**(May 2010 - May 2011)**

Partners and Associates.....\$160.00 per hour  
Paralegals.....\$55.00 per hour

EXHBIIT "A"

**HARTIGAN & O'CONNOR 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 special 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"