

RESOLUTION 2018-19 Approved: November 6, 2018

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN AGREEMENT WITH THE FOSTER & BUICK LAW GROUP FOR VILLAGE LEGAL SERVICES.

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, Village has determined that it is to its advantage and best interest of the Village to avail itself of the legal services of Foster & Buick in connection with its legal affairs; and,

WHEREAS, Foster & Buick is desirous of performing legal services for the Village; and,

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

Section 1. The Village President or a designee is hereby directed to sign the attached agreement with Foster & Buick for legal services.

Section 2. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on November 6, 2018.

Ayes: Harris, Dalton, Higgins, Dries

Nays: None

Absent: Shaver, Fahnestock



Kathleen Curtis
Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT, made this 6th day of **November, 2018**, between the **VILLAGE OF MAPLE PARK**, 302 Willow Street, P.O. Box 220, Maple Park, Illinois, 60151, (hereinafter referred to as the "VILLAGE") and **FOSTER, BUICK, CONKLIN & LUNDGREN, LLC**, 2040 Aberdeen Court, Sycamore, Illinois, 60178, (herein after referred to as "FOSTER & BUICK" or "the law firm").

1. The VILLAGE hereby employs FOSTER & BUICK as legal counsel for the VILLAGE, and FOSTER & BUICK hereby accepts employment in said capacity upon the terms and conditions hereinafter set forth.
2. FOSTER & BUICK shall be designated as the Village Attorney and shall be responsible for the oversight and conduct of the Village's legal affairs. KEVIN E. BUICK will be the attorney primarily responsible for the Village's legal affairs; however, other attorneys in the firm will, on occasion, work on the Village's matters. The law firm shall serve as the advisor to the Village President, Village Board of Trustees ("Village Board"), and the various Boards and Commissions of the Village, as requested. The law firm shall be responsible for attending regularly scheduled board meetings, special Board meetings, and Planning Commission or Zoning Board of Appeals meetings upon request. The duties of the law firm shall include: drafting and reviewing various legal documents, including preparation of resolutions, ordinance, and regulations as directed by the Village President and the Village Board; preparation of routine reports to the Village regarding the status of Village matters; legal research and review of correspondence generated or received by the Village; representation of the Village in litigation matters, including lawsuits brought against or initiated by the Village; representation of the Village in connection with labor matters, and such other matters as may be assigned by the Village President and the Village Board. The law firm shall also be responsible for the coordination of all Village legal services, including the hiring and supervision of outside counsel and legal support personnel, when necessary. It is understood that "necessary" includes the situations where the law firm may have a conflict of interest. Outside counsel will be responsible for such duties as the Village President and the law firm may delegate to them with respect to those matters assigned.
3. The term of this Agreement shall begin on **November 6, 2018**, and shall expire on **November 1, 2020**. This Agreement may be terminated by either party upon 30 days notice to the other.
4. For services rendered by FOSTER & BUICK as identified above the VILLAGE shall pay an hourly rate of \$175.00 per hour. Attendance at scheduled monthly Village Board meetings shall be billed at a maximum time of one (1) hour per meeting, irrespective of the length of the meeting, unless otherwise agreed between the parties. Invoices will be prepared and sent to the VILLAGE on a monthly basis and will be due and payable within 30 days.
5. Should the VILLAGE engage FOSTER & BUICK for the purpose of performing legal work for which it expects to be reimbursed by outside parties or entities, the law firm shall be entitled to bill at its prevailing standard hourly rates instead of the hourly rate fixed in Paragraph 4 of this Agreement. It is mutually agreed and understood that these non-discounted hourly rates currently range from \$195 - \$275 per hour,

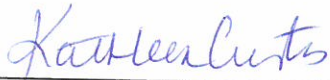
depending upon the attorney. Any legal assistant/paralegal time, if applicable, will be billed at \$100.00 per hour.

6. The VILLAGE shall reimburse FOSTER & BUICK for court costs, service of process fees, or other expenses advanced by the law firm on behalf of the VILLAGE, and this reimbursement shall be included on the monthly statements.
7. All records, files, documents, etc., which FOSTER & BUICK may possess in performing their duties as described above, shall be property of the VILLAGE. At the expiration of the tenure of FOSTER & BUICK as the Village Attorney, all such records, files, documents, etc., shall be returned to the VILLAGE, or delivered otherwise as the VILLAGE may direct.
8. This Agreement constitutes the entire agreement between the parties and may be only changed by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the VILLAGE and FOSTER & BUICK have executed this Agreement the day and year first mentioned above.

VILLAGE OF MAPLE PARK

By:



Kathleen Curtis, Village President

FOSTER, BUICK, CONKLIN &
LUNDGREN, LLC

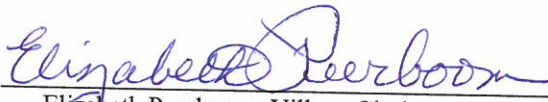
By:



On behalf of the firm

ATTEST

By:



Elizabeth Peerboom, Village Clerk

