

RESOLUTION NO. 21-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RETAINER AGREEMENT WITH THE DEL GALDO LAW GROUP, LLC

WHEREAS, the Village of Antioch (the "Village") is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1, et seq.) (the "Code"); and

WHEREAS, the Village Mayor (the "Mayor") and the Village Board of Trustees (the "Village Board", and together with the Mayor, the "Corporate Authorities") are committed to the efficient operation of government; and

WHEREAS, Title 1, Chapter 5, Section 1-5-4 of the Antioch Village Code (the "Village Code") creates the office of village attorney (the "Village Attorney") and provides that the Village Attorney shall be appointed by the Mayor with the advice and consent of the Village Board; and

WHEREAS, the Mayor, with the advice and consent of the Village Board, has appointed the Del Galdo Law Group, LLC as the Village Attorney; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the Village to ratify and, as applicable, consent to the appointment of the Del Galdo Law Group, LLC as the Village Attorney;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Antioch, Lake County, Illinois, as follows:

Section 1. The Corporate Authorities, hereby ratify and, as applicable, consent to the appointment of the Del Galdo Law Group, LLC as the Village Attorney.

Section 2. The Village Attorney shall have the duties and responsibilities as prescribed by the Illinois Compiled Statutes and the Village Code, pursuant to the terms of that certain retainer agreement, synonymously known as an engagement letter, a copy of which is attached hereto and incorporated herein as Exhibit A (the "Engagement Letter").

Section 3. The Corporate Authorities hereby approve the Engagement Letter. The Corporate Authorities hereby further authorize and direct the Mayor, or his designee, to enter into and approve the Engagement Letter, or any modifications thereof, and to ratify any and all previous action taken to effectuate the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign the Engagement Letter and any other documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary.

Section 4. Any resolution or portion of any resolution in conflict with any provisions of this Resolution is hereby repealed solely to the extent of such conflict.

Section 5. The Village Clerk shall cause this Resolution to be published in pamphlet form.

Section 6. This Resolution shall be in full force and effect after passage and publication as provided by law.

APPROVED this 10th day of May, 2021.


SCOTT J. GARTNER, MAYOR

ATTEST:


LORI K. ROMINE, VILLAGE CLERK

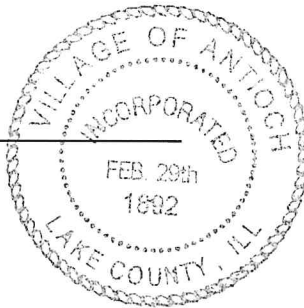


EXHIBIT A



Del Galdo Law Group, LLC
Attorneys & Counselors

May 5, 2021

Honorable Scott Gartner
Mayor
Village of Antioch
874 Main Street
Antioch, IL 60002

Re: Legal Representation/ Fee Agreement

Dear Mayor Gartner:

First and foremost, thank you for choosing Del Galdo Law Group, LLC. (hereinafter or otherwise the "Firm") to represent the Village of Antioch as its Village Attorney and corporate counsel (collectively "Village Attorney"). This letter, together with the attached Standard Terms of Engagement for Legal Services, constitutes the entire terms of our engagement. We would like to thank you for the opportunity to represent the Village and look forward to our future working relationship.

As Village Attorney's, the Firm shall render such advice and perform such legal services as provided in the Village of Antioch's Municipal Code, as amended, and as directed by the Mayor or Board of Trustees.

Fees and Expenses. In furtherance of the Mayor's pledge to reduce the Village's legal fees, in consideration of the legal services rendered and to be rendered under this Agreement, the Firm shall charge, and the Village of Antioch agrees to pay, \$10,500 per month exclusive of Litigation and Tax Increment Financing work, which will be billed at a rate of \$200 per hour and any public finance work, which will be done on a flat fee basis subject to the recommendation of financial advisors and the mutual agreement of the Firm and the Mayor. The Firm shall additionally charge, and the Village of Antioch agrees to pay, \$65 per hour for services performed by paralegals and law clerks of the Firm for services rendered on non general corporate matters. The parties agree to meet no later than 180 calendar days after the execution of the engagement letter and evaluate the fee arrangement and determine if there are adjustments to the same that need to be made. Our fees are billed in .25 of an hour increments on a monthly basis as set forth herein. All of our time is fully itemized and documented in billing statements that will be mailed monthly to the Village at the above address. Each monthly bill for services includes the initials of the individual who performed the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. With respect to any third-party charges, the Firm may recommend expert witnesses; however, the Village will have final approval authority in regard to any third-party contractors the Firm may hire to work on this matter. In all respects, the Firm's invoicing will be in accordance with the Standards.

On a monthly basis, the Firm shall submit an invoice to the Village for all services rendered by the Firm in connection with our representation of the Village (the "Invoice"). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses and out-of-pocket advances incurred by the Firm in representing the Village. Examples of such costs and expenses include filing fees, certified mailings, overnight delivery fees, copying costs, court reporter fees, trial exhibit costs and other such expenses that may be reasonably incurred in the course of representing the Village. Furthermore, the Village will be directly responsible for payment of all costs to all third-party contractors including, but not limited to, expert witnesses. The Firm may suggest some third-party contractors to utilize, but the Village will have final approval authority with regard to any third-party contractors that are hired to aid in our defense of any matters assigned.

The Firm's statements for services rendered and out-of-pocket costs incurred (the "Invoice") will be prepared and mailed to the address listed above during the month following the month in which services are rendered and costs advanced. We will make every effort to include the Firm's out-of-pocket disbursements in the next monthly statement. However, some disbursements are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred. The Firm anticipates making advances to cover out-of-pocket costs incurred but reserves the right to forward the Village any third party invoice with the request that such items be paid directly to the service providers.

The Village of Antioch agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the Village's receipt of such Invoice.

While James M. Vasselli will have primary responsibility for the Village's non-litigation matters and K. Austin Zimmer will have primary responsibility for the Village's litigation matters, we will assign others in our Firm to assist in representing the Village. We will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services.

We will keep the Mayor and Board of Trustees reasonably informed on the status of the Village's legal matters and will promptly comply with a request for information.

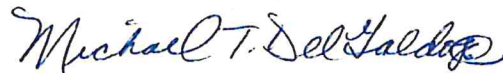
Future Engagements. You further understand and acknowledge that the Firm acts as general and special counsel to a variety of Illinois municipalities and units of government. To the extent that the Village seeks in the future to retain the Firm beyond the scope of this engagement letter, a separate and distinct engagement letter will be required. The Firm will conduct a conflicts of interest check and will thereafter notify the Village in writing of a potential conflicts of interest and either decline representation or seek a waiver of potential conflict of interest, whichever is required under the Illinois Rules of Professional Conduct ("Rules").

Terms of Engagement. This Agreement and the retention of the Firm is on an at-will basis. If, upon termination, the Village wishes to have any documents delivered to it, please advise us in writing. Otherwise, all such documents will be transferred to the person or entity responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us as permitted by law, absent any contrary written instructions from the Village.

If the foregoing agreement meets with the Village of Antioch's approval, please sign and date below and return it to our office at your earliest convenience. We look forward to working with the Village of Antioch and thank you again for choosing Del Galdo Law Group, LLC. to be the Village Attorneys.

Very Truly Yours,

DEL GALDO LAW GROUP, LLC



By: Michael T. Del Galdo

The foregoing agreement is accepted

VILLAGE OF ANTIOCH

By: _____
Scott Gartner, Mayor

Date: _____, 2021

cc: James Keim, Village Administrator
Lori K. Romine, Village Clerk
James M. Vasselli, Esq.
K. Austin Zimmer, Esq.

Del Galdo Law Group, LLC

Standard Terms of Engagement For Legal Services

INTRODUCTION

Del Galdo Law Group, LLC is committed to providing legal services that combine technical accuracy, a timely response, accessibility and innovation, with a clear aim of assisting our clients to achieve their objectives.

This statement sets out the standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless agreed otherwise in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter.

We ask that you read this statement carefully and contact us promptly if you have any questions. We suggest that you keep a copy of this statement in your file with the engagement letter.

SCOPE OF OUR WORK

You should have a clear understanding of the legal services that we will provide. Our legal services will only be those described in the engagement letter; our scope of work will exclude any other work not specifically agreed to in the engagement letter. Any questions that you have shall be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are statements of our best professional judgment, but are not guarantees of any result. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Illinois Disciplinary Rules of Professional Conduct.

WHO WILL PROVIDE THE LEGAL SERVICES

Customarily, each client of the Firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and non-lawyers (e.g., legal assistants) in the firm. Such delegation may be for the purpose of involving lawyers or non-lawyers with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and non-lawyers who work on your matters.

REVIEW FOR CONFLICT OF INTEREST

To protect both of us and to comply with our professional obligations, we conducted an internal search of our clients files to determine if there is any potential conflicts of interest with present or former clients of our firm that need to be resolved. We will inform you of any potential conflicts, which we may discover prior to commencing work for you, if possible, so that you can evaluate whether engaging our firm, is appropriate. Moreover, we assume that if, during the course of our firm's services, we become aware of potential conflicts of interest that may arise, we will immediately provide you with all necessary information.

HOW OUR FEES WILL BE SET

Generally, our fees are based on the time spent by the lawyers and non-lawyers who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and non-lawyer personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour, and will bill on a quarter of an hour basis.

The hourly rates of our lawyers and non-lawyers are, from time to time, reviewed and adjusted and may be changed with or without notice to reflect current levels of legal experience, changes in overhead costs, and other factors. Our hourly rates are listed in the engagement letter.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

With your advance agreement, the fees ultimately charged may be based upon a number of factors, such as:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;

- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the needs for injunctive relief from court, or substantial disruption of other office business;
- The nature and longevity of our professional relationship with you;
- The experience, reputation and expertise of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

For certain well-defined services, we will (if requested) quote a flat fee. It is our policy not to accept representation on a flat-fee basis except in such defined-service areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

We also will, in appropriate circumstances, provide legal services on a contingent fee basis. Any contingent fee representation must be the subject of a separate and specific engagement letter.

ADDITIONAL CHARGES

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as graphics, couriers, travel expenses, some long distance telephone calls, facsimile transmissions, postage, specialized computer applications such as computerized legal research, media services and practice support, records retrieval, and filing fees. The current basis for these charges is set forth below. Charges for similar services in the Firm's foreign offices may vary from those shown below. The Firm will review this schedule of charges periodically and adjust them to take into account changes in the Firm's costs and other factors.

Graphics and Production Services

The Firm charges \$0.10 per page for non-color duplicating, including printing electronic and scanned images, and printing for duplication purposes that is performed within our office. There are special charges for other production services, which are available on request.

Courier Services

Charges, which may vary based on the service provider used and the service provided, are billed at the Firm's actual cost.

Computer Aided Legal Research (CALR)

Charges for services are billed at the Firm's actual cost.

Telephone

The Firm does not charge for local or domestic long distance calls. Other long distance calls, including international long distance calls, audio conferencing services, and calling card calls are charged at the Firm's actual cost for the call or conference.

Travel-Related Expenses

Airfare, hotel, meals, ground transportation and other travel related costs are billed at the Firm's actual costs.

All Other Costs

The Firm charges actual disbursements for third-party services such as court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as postage, non-legal staff overtime, file retrieval, media services and practice support, etc. A current schedule of these charges is available on request.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. The client should not expect the Firm to advance such costs.

BILLING ARRANGEMENTS AND TERMS

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are due upon receipt of our billing statement.

In the event it is necessary for the Firm to file suit to recover any unpaid fees and costs associated with your matter(s), the Firm shall also be entitled to any attorney's fees and costs incurred as a result of those efforts. Moreover, any suit brought by the Firm or the client relating to the fees charged by this Firm shall be filed in the Circuit Court of Cook County and shall be tried without a jury.

Waiver of Jury Trial. Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this agreement or the transactions relating to its subject matter.

ADVANCES

Clients of the Firm are sometimes asked to deposit funds as an advance payment or retainer with the Firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation, unless our engagement letter provides that the advance or retainer is non-refundable, deemed earned when paid, in which case there will not be a refund.

HOW CAN YOU HELP US REPRESENT YOU

Your assistance on the following points will enable us to deliver our service in a more timely manner and reduce the possibility of the need for work: give us clear instruction, if possible in writing; provide information or documentation promptly; inform us if you have any important time limits; inform us if you have changed your address, telephone or facsimile number or email address; make sure we have understood each other correctly, ask if you are not sure about anything; deal promptly with any important questions that arise; keep in regular contact with us; and ask for a progress report if you are worried about anything, or do not hear from us when expected.

DISCLAIMER

Nothing in this Agreement or our statement will be construed as a promise or guarantee about the outcome of any matter. The Firm makes no such promises or guarantees. Our attorneys' comments about the outcome of any matter are expressions of opinion only. You agree that you have relied only on the statements or representations set forth in this Agreement, and not on any other statements or representations.

THIRD PARTY CONTRACTORS

Like many law firms and other organizations, our Firm from time to time uses or deals with third parties in connection with certain areas of our practice or operations. For instance, these third parties may include vendors, consultants, advisors, or other service providers in areas such as litigation support, storage, document management, hardware and software systems, law firm practice management, information technology, accounting and financial matters, and the like. Additionally, the Firm may use temporary lawyers and non-lawyers in certain matters. In performing their services, these parties may have some access to confidential client information, and the Firm accordingly has appropriate confidentiality arrangements with them obligating them to preserve the confidentiality of any such information. Your consent to the Firm allowing non-employee contractors access to such information as described. We take our confidentiality obligations very seriously; do not hesitate to contact us with any questions.

COOPERATION

In order to enable our Firm to effectively represent you, we ask that you as our client agree to disclose fully and accurately all pertinent facts and keep us informed of all documents relating to matters within the scope of our engagement. We necessarily must rely on the accuracy and completeness of the facts and information you as our client and your agents provide to us. You agree to cooperate fully with us and to make your personnel available to attend meetings, discovery proceedings and conferences, hearings, and other proceedings. We will attempt to schedule depositions, hearings, and other important events to serve the convenience of those involved, but it is the nature of litigation that these schedules are often not within our control.

We will undertake our professional efforts to achieve a result that is satisfactory to you. However, because the outcome of negotiations or litigation is subject to the vagaries and risks inherent in the litigation process and in the actions of third parties, you understand that we make no promises or guarantees concerning the outcome and cannot do so.

CONCLUSION OF SERVICES AND CLIENT & FIRM DOCUMENTS

When our services conclude, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any funds or property of yours in our possession. Your file shall be deemed to include only client papers and property itemized in Rule 3-700(d), Rules of Professional Conduct, and, if applicable, Code of Civil Procedure Section 2018. We shall not be obliged to provide you with a copy of any paper or documents previously provided during the course of our representation. The Firm shall have no obligation to provide you with copies of computer programs, the programming techniques employed in connection with the relevant data, the principles governing the structure of the stored data and the operation of the data processing system, the underlying data used to compose materials, the methods used to select, categorize and evaluate materials, any computer outputs, or other electric materials or devices.