

RESOLUTION NO. 21-24

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A RETAINER AGREEMENT WITH DEMARTINI LEGAL, INC. FOR THE VILLAGE OF ANTIOCH PROSECUTIONS

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 Mayor, with the advice and consent of the Village Board, may appoint additional counsel to assist the Village Attorney in special matters; and

WHEREAS, the Mayor, with the advice and consent of the Village Board, has appointed DeMartini Legal, Inc. as the Village's attorney for prosecution services (the "Village Prosecutor"); 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 DeMartini Legal, Inc. as the Village Prosecutor;

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 DeMartini Legal, Inc. as the Village Prosecutor.

Section 2. The Village Prosecutor 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 a general retainer agreement, a copy of which is attached hereto and incorporated herein as Exhibit A (the "General Retainer Agreement").

Section 3. The Corporate Authorities hereby approve the General Retainer Agreement. The Corporate Authorities hereby further authorize and direct the Mayor, or his designee, to enter into and approve the General Retainer Agreement, 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 General Retainer Agreement 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

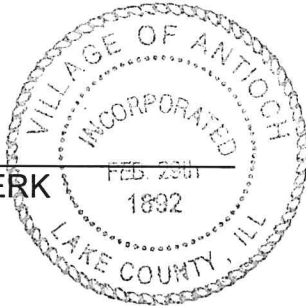


EXHIBIT A

DeMartini Legal, Inc.
Attorneys at Law

Matthew DeMartini J.D.
Raymond DeMartini J.D. (of counsel)

558 Main St.
Antioch Illinois 60002
847 946-9067
DeMartiniLegal@gmail.com

Village of Antioch Prosecution

Re: General Retainer Agreement

Dear Mayor Gartner:

This letter will confirm your engagement of this firm and the basis upon which we will represent you. It is our understanding that subject to and in accordance with our "Standard Terms of Engagement for Legal Services," we are to represent and provide legal counsel to you with regard to Village of Antioch's prosecution of traffic violations, DUIs, ordinance violations and special prosecutions.

Our charges will be \$50,000.00 annually billed by our firm on a monthly basis for prosecution of traffic violations, DUIs, and ordinance violations.

Our charges will be \$500.00 per special prosecution, which will be prosecutions of ordinance violations based on building code and other like violations. The services included in special prosecutions will include meeting with inspectors, viewing the subject properties, and helping to draft the charging documents along with the court time spent prosecuting. Should, in the opinion of both the Village and DeMartini Legal, Inc., a special prosecution involves extraordinary time, our charges will be \$250.00 per hour plus any filing fees or costs. We will inform you on our billing invoices of any change in the hourly rate.

If this arrangement is acceptable to you, please sign a copy of this letter and return to my attention.

We are pleased to have this opportunity to represent you and will use our best efforts to bring this matter to a prompt and satisfactory conclusion.

Very truly yours,

DeMartini Legal, Inc.

Matthew DeMartini

The undersigned, Scott Gartner, Mayor of Antioch, hereby agrees to the terms of the retainer letter to which this acknowledgment is attached, including the Standard Terms for Legal Services which are attached hereto and made apart hereof.

By: _____
Scott Gartner – Mayor of Antioch

Dated: _____

STANDARD TERMS OF ENGAGEMENT FOR LEGAL SERVICES

1. Scope and Assignment of Duties. The scope of our duties will encompass the matters referred to in the accompanying letter and any future matters for which we may be engaged. We will endeavor to assign those lawyers and staff personnel needed to perform the services you desire on an effective and cost-efficient basis.

2. Standard Billing and Payment Procedures. We bill on a monthly basis for services performed and fee expended during the prior month. Payment is due within thirty (30) days after receipt of our bill.

3. Questions. Whenever you have any questions or comments regarding our services or the status of your matters, please do not hesitate to contact the attorney with whom you are working. We encourage your comments, questions or suggestions, all of which enable us to serve you more efficiently and to enhance our working relationship.

4. Your Consent. Your signature to the accompanying letter will indicate your understanding and agreement to the terms set forth above.