

**Full-Service Fee Agreement
For General Retainer and Other Legal Services**

1. **Parties:**

The parties to this Agreement are Laner Muchin, Ltd. (“the Firm”) and the Village of Homewood (“Employer”).

2. **Term:**

Effective May 1, 2023 through April 30, 2025.

This Agreement shall continue for a minimum of two (2) years (through April 30, 2025) and thereafter each year the Employer may terminate the Agreement at any time prior to the effective date or at least thirty (30) days prior to anniversary date of the Agreement.

3. **Acknowledgement:**

The parties expressly acknowledge that this is an Agreement which covers both General Retainer Services and other legal services, but only covers those non-Retainer matters which the Employer has specifically assigned to the Firm and which the Firm has agreed to handle. To avoid any misunderstandings, this Agreement does not include the representation of any other person or entity, other than the Employer.

4. **Employees Covered:**

The employees who are covered under this Agreement are all employees of the Employer.

5. **General Retainer Services To Be Provided by This Firm:**

The Firm agrees to be available throughout the term of this Agreement to provide the following General Retainer Services, as requested by the Employer:

To prepare for and negotiate with the Unions concerning the collective bargaining agreements for the Fire Department, Police Department, Public Works Department and the clerical unit represented by AFSCME. To be available to the Employer for consultation and meetings regarding interpretation of the collective bargaining agreements, disputes and grievances under the collective bargaining agreements, and for Labor-Management meetings. To represent the Employer in the final step of the collective bargaining procedures towards the resolution of disputes.

- A. If requested, to advise and consult with the Employer periodically regarding the wages and benefits paid to the covered employees, and to make recommendations regarding the planning and communication of changes.
 - B. To conduct a program of supervisory training covering such subjects as giving instructions and orders, handling employees questions and complaints, using progressive discipline, sexual harassment, and reducing the risk of discrimination claims.
 - C. To review and revise employee handbooks, work rules, employment application forms, employee complaints procedures, and other personnel instruments with respect to the covered employees.
 - D. To review and revise Employer communications (letters, speeches, postings, etc.) with the covered employees.
 - E. Except as set forth below, to be generally available to the Employer for advice and consultation regarding labor laws applicable to the covered employees and regulations of government agencies involved in labor relations and employment law, such as the Illinois State Labor Relations Board, EEOC, the Illinois Department of Human Rights, the Wage and Hour Division of the U.S. Department of Labor, etc.
6. Other Legal Services Not Covered in the General Retainer Services To Be Provided by This Firm:
- A. Preparation for, position statements, meetings, mediation and litigation in arbitration or alternative dispute resolution proceedings or before courts or administrative agencies, such as the ILRB, EEOC, OSHA, Wage Hour Divisions, etc.;
 - B. Matters involving employee benefit plans covered by ERISA, such as the drafting of plans or amendments to plans; and any other substantial matters or extraordinary projects, as opposed to routine counseling;
 - C. Workers' Compensation and Unemployment Compensation matters;
 - D. Immigration Projects; and
 - E. Drafting Affirmative Action Plans.
7. Consideration To Be Paid by Employer to This Firm:
- A. Full Service General Retainer Fee: \$44,000 per year (*i.e.*, \$3,666.67 per month).

Given the uncertainty over the level of services that may be provided under this Retainer Agreement, if the value of the services provided under this Retainer Agreement (determined by the then-usual hourly rate) were to exceed \$50,600 per year, the Employer would also pay the amount in excess of the \$44,000 per year. A similar provision in the Employer's favor applies if services are not fully utilized (a credit would be applied if the value of services is below \$37,400 per year).

The "credited" amount would be used for (1) any charges in excess of \$44,000 a year which become payable in a future period, or (2) any other services you may request of us which are not covered by this or any other retainer. If such credits remain unused when this Agreement is terminated, this Firm will refund to the Employer the credited amount.

- B. Other legal services rendered, which are not covered in the fee for general retainer services to be provided by the Firm under this Agreement will be billed at the then-current hourly rate of the attorney handling the matter. We will bill partners/senior counsel at the rate of \$300.00 per hour and associates at the rate of \$190.00 per hour.
- C. The Employer will also pay to the Firm out-of-pocket disbursements incurred by this Firm on behalf of the Employer, such as long-distance telephone charges, photocopying, facsimile, transportation expenses, messenger and express delivery services, computerized legal research costs, court costs, depositions, and transcript costs, etc.

8. Statements:

Fee and expense statements are rendered monthly and are payable within 21 days after they are rendered. The Firm will provide monthly hours records detailing whether the work is covered inside or outside the Retainer Agreement.

AGREED BY:

LANER MUCHIN, LTD.

VILLAGE OF HOMEWOOD

By: _____
Jill P. O'Brien

By: _____

PRINT NAME

Date: _____

Its: _____

cc: Andrew S. Goldberg
Edgar Palencia

Date: _____