

Fee Agreement for General Retainer and Other Legal Services Christopher J. Cummings, P.C.

1. Parties:

The parties to this Agreement are Christopher J. Cummings, P.C. ("the Firm") and the Village of Homewood ("Client").

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 Client 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. Acknowledgment:

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 Client has specifically assigned to the Firm and which the Firm has agreed to handle. This Agreement does not include the representation of any other person or entity, other than the Client.

4. General Retainer Services to be Provided:

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

- attendance at all Village Board meetings;
- attendance at Planning and Zoning Commission meetings, upon request of the Village Manager;
- attendance at staff meetings, upon request of the Manager;
- act as municipal appointee on the Homewood Fire Pension Board and Homewood Police Pension Board;
- negotiate and prepare economic incentive agreements;
- represent the village in all real estate transactions, including purchases, sales, tax divisions, and complaints for tax exemption;
- draft ordinances and resolutions as required, and review ordinances and resolutions prepared by staff;
- review contracts, agreements and other legal obligations of the Village
- review meeting minutes for the Village Clerk;
- act as counsel to the local liquor commissioner, including preparation of charges and attendance at liquor violation hearings;

- review and supervise recording of all liens, releases, plats, and ordinances with the County Clerk recording division;
- assist in responding to Freedom of Information inquiries, upon request;
- provide FOIA and Open Meetings Act training, upon request;
- provide legal opinions, interpretations, and guidance to Village staff and Board of Trustees as requested;
- advise Village staff and Board of Trustees on state, county and federal legislation affecting the Village
- emails, phone calls, meetings, and correspondence as requested;
- other duties as requested by the Village Manager.

5. Other Legal Services Not Covered in the General Retainer Services:

- A. Representation of the Village in litigation matters. (billed hourly)
- B. Prosecution of minor traffic offenses on behalf of the Village in the Circuit Court of Cook County. (billed separately)
- C. Prosecution of ordinance and building code violations under the Village's administrative adjudication program. (billed hourly)

6. Consideration to be Paid by Client to This Firm:

- | | |
|---|-----------------------|
| A. General Retainer Services: | \$13,750.00 per month |
| B. Prosecutions before the Circuit Court: | \$1,760.00 per month |
| C. Services not included in General Retainer: | \$210.00 per hour |

7. Expense reimbursement:

The Client will reimburse or pay the following costs incurred by the Firm on its behalf:

- A. Monthly Lexis online research database cost.
- B. Out-of-pocket disbursements incurred by this Firm on behalf of the Client, such as transportation expenses, messenger and express delivery services, court costs, etc.
- C. Annual subscription to West's Illinois Vehicle Code
- D. Annual membership in the Illinois Local Government Lawyer's Association and the International Municipal Lawyer's Association
- E. Tuition for municipal-related continuing legal education courses or seminars, not to exceed \$750.00 per year, subject to prior approval by the Village Manager

8. Statements:

Fee and expense statements are rendered monthly and are payable within 21 days after they are rendered. The Firm will provide monthly invoices detailing all work done on the Client's behalf.

AGREED BY:

Christopher J. Cummings, P.C.

Village of Homewood

By: _____
Christopher J. Cummings

By: _____
Napoleon Haney,
Village Manager

Date: _____

Date: _____