

RESOLUTION NO. 08-16

RESOLUTION AUTHORIZING AGREEMENT WITH MCGRATH LAW OFFICE, PC

WHEREAS, it is appropriate that the Village of Morton enter into an agreement for Corporate Counsel services with McGrath Law Office, PC.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, that the President of the Board of Trustees is authorized to execute the Agreement for Legal Services as attached to this Resolution.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, this 1<sup>st</sup> day of August, 2016; and upon roll call the vote was as follows:

AYES: *Belsley, Blunier, Daab, Heer, Kaufman*

NAYS: *None*

ABSENT: *Hermann*

ABSTAINING: *None*

APPROVED this 1<sup>st</sup> day of August, 2016.

*12/20/16*

President

ATTEST:

*Julie Smick*  
Village Clerk

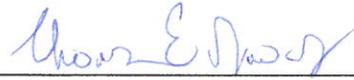


RESIGNATION AS CORPORATE COUNSEL

To: President and Board of Trustees of the Village of Morton

I resign as corporation counsel for the Village of Morton effective July 31, 2016.

Dated this 29<sup>th</sup> day of July, 2016.



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Thomas E. Davies



**MCGRATH  
LAW OFFICE, P.C.**

Voice – (309) 359-3461  
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Danvers – (309) 963-4312  
mcgrathpc@frontier.com

113 S. Main St.  
P.O. Box 139  
Mackinaw, Illinois 61755

Attorneys  
Mark J. McGrath  
Patrick B. McGrath  
www.mcgrathpc.com

August 1, 2016

**AGREEMENT FOR LEGAL SERVICES**

CLIENT: Village of Morton

McGrath Law Office, P.C. agrees to provide legal services to the Village of Morton and the Village of Morton agrees to retain McGrath Law Office, P.C. to provide legal services as provided for in this agreement, made effective as of the date this instrument is signed by the Village of Morton.

1. Services Covered: Beginning on August 1, 2016 McGrath Law Office, P.C. shall provide legal services on an as needed basis for the Village of Morton in exchange for a monthly payment of \$8,100.00. A monthly payment of \$8,100.00 shall cover all legal services rendered for the Village of Morton except for legal services rendered in connection with any labor law disputes including, but not limited to, collective bargaining, mediation, arbitration or other proceedings between the Village of Morton and any labor union. Further, this flat fee payment shall not cover prosecution or defense of civil litigation on behalf of the Village of Morton. Labor law legal services or civil litigation legal services shall be provided by McGrath Law Office, P.C. to the Village of Morton on an as needed basis in exchange for the payment by the Village of Morton to McGrath Law Office, P.C. at the rate of \$155.00 an hour for attorney time spent and \$65.00 per hour of paralegal time. No portion of the flat fee of \$8,100.00 per month shall be refundable. Fees paid shall immediately be the property of McGrath Law Office, P.C. upon payment and shall not be held in trust. This is a general/classic retainer payment which secures representation by McGrath Law Office, P.C. on an as needed basis for the Village of Morton for the entire month in which retainer payment is made.

2. Costs: From time to time McGrath Law Office, P.C. may determine in a course of providing legal services for matters covered within the scope of this agreement that a deposit into a trust account at McGrath Law Office, P.C. may be necessary to defray costs otherwise advanced, such as court filing fees or services of process fees. In such an event McGrath Law Office, P.C. will invoice the Village of Morton on a separate trust account retainer invoice. The sum paid on that invoice shall be deposited into McGrath Law Office, P.C.'s trust account. Expenses incurred will be directly paid from our trust account for court costs, service fees and other client expenses and/or recording fees incurred. Those fees are not marked up by McGrath Law Office, P.C. The Village of Morton will only pay the actual costs incurred for those fees. In the event any funds deposited into the trust account of McGrath Law Office, P.C. are paid but not consumed by court costs and expenses for which the retainer payment was required, those funds shall be returned to the Village of Morton at the conclusion of that matter for which the retainer was paid.

August 1, 2016

3. Court Costs and Expenses: The Village of Morton shall be required to pay all costs, fees or other charges actually paid or incurred by McGrath Law Office, P.C. in the course of its representation of the Village of Morton. Typical costs include service process fees, court costs and filing fees, recording fees, appraisals and other expenses incurred by McGrath Law Office, P.C. in matters covered within the scope of representation. McGrath Law Office, P.C. does not charge for mileage on trips of 100 miles or less roundtrip from Morton, long distance calls, postage or photocopies. The only exception to this normal rule is when an unusual amount of postage or photocopies is required in connection with our representation of a particular matter. For any trips longer than 100 miles roundtrip, mileage will be charged at the standard IRS mileage rates then in effect.

4. Revision to Terms of this Letter of Engagement: McGrath Law Office, P.C. may, from time to time, revise its billing rates and practices. In the event of any material change in the financial terms of this agreement McGrath Law Office, P.C. shall make a written request to the Village of Morton for approval of those changes in financial terms. Upon Board approval this contract shall be amended effective on the date of Board approval to the rate set forth in the notice provided by McGrath Law Office, P.C. to the Village of Morton.

5. Outside Counsel: McGrath Law Office, P.C. may, from time to time, confront a conflict of interest for McGrath Law Office, P.C.'s representation the Village of Morton in a given matter. No conflicts of interest of any substantial size or scope are presently known to McGrath Law Office, P.C. However, the probability of some conflict occurring is not insubstantial. In the event of a conflict of interest which precludes McGrath Law Office P.C.'s representation of the Village of Morton in a given matter, McGrath Law Office, P.C. shall notify the Village that it is precluded from representing the Village in that matter. McGrath Law Office, P.C. shall work with the Village of Morton to identify special counsel to represent the Village in that matter. No reduction in the monthly payment due to McGrath Law Office, P.C. shall be required by reason of such conflict of interest.

6. General Duties of Client: The legal advice McGrath Law Office, P.C. provides to the Village of Morton will be based upon the information that is furnished to McGrath Law Office, P.C. and based upon Illinois law. Advice that is provided could change in the future if the law or circumstances changed. It is critical that McGrath Law Office, P.C. be furnished at all times all relevant information concerning issues that are presented to it for advice. The Village of Morton undertakes the obligation to furnish all information to McGrath Law Office, P.C. concerning any matter for which the Village requests legal advice. We will provide legal advice to the Village in response to inquiries that we receive from you.

7. Firm Files: Files of this firm, including lawyer work product pertaining to any legal work undertaken for the Village will be retained by McGrath Law Office, P.C. All such documents retained by McGrath Law Office, P.C. may be transferred to the person responsible for administering the records and retention program. For various reasons including minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or materials retained by us within a reasonable time after the termination of this engagement. The Village of Morton shall be provided copies of documents during the course of representation. If the Village of Morton desires to receive its original files of McGrath Law Office, P.C. may charge a fee to copy the documents with request furnished by the Village at the

August 1, 2016

then prevailing copy charges including the cost of those copies and an hourly charge of staff members to make those copies.

8. Termination of Engagement: Either the Village of Morton or McGrath Law Office, P.C. may terminate this agreement upon 30 days written notice provided to the other party under this agreement. Any action to terminate this agreement by the Village of Morton must be valid under Illinois law and must be made in a manner consistent with that provided by Illinois law.

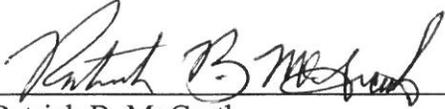
9. Legal Services Rendered Prior to August 1, 2016: McGrath Law Office, P.C. has disclosed to the Village of Morton that during the transition time leading up to the retirement of Thomas E. Davies, Patrick B. McGrath of McGrath Law Office, P.C. has provided and intends to continue to provide legal services to the Village of Morton in specific regard to collective bargaining agreements with each of the labor unions of the Village of Morton. For all legal services performed on or after May 1, 2016 and prior to August 1, 2016, in matters of collective bargaining, McGrath Law Office, P.C. shall be paid by the Village of Morton an hourly rate of \$155.00 per hour for legal services provided. An itemized statement shall be submitted on a monthly basis by McGrath Law Office, P.C.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal.

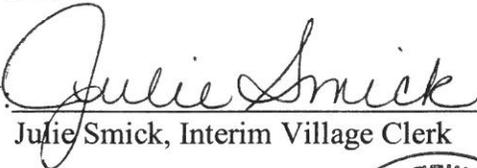
Village of Morton

McGrath Law Office, P.C.

BY:   
Ron Rainson, Village President

BY:   
Patrick B. McGrath

ATTEST:

BY:   
Julie Smick, Interim Village Clerk



RESIGNATION AS CORPORATE COUNSEL

To: President and Board of Trustees of the Village of Morton

I resign as corporation counsel for the Village of Morton effective July 31, 2016.

Dated this 29<sup>th</sup> day of July, 2016.



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Thomas E. Davies