
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2019-014**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK
COUNTY, ILLINOIS, RETAINING A LEGISLATIVE COUNSEL
AND APPROVING A RETENTION AGREEMENT REGARDING
THE SAME**

**DOMINGO F. VARGAS, Mayor
RANDY HEUSER, City Clerk**

**DEXTER JOHNSON
WILLIAM CAZARES
NANCY RITA
TOM HAWLEY
JOHNNY RINGO HILL
CANDACE CARR
ALECIA SLATTERY**

**ANNETTE ALEXANDER
FRED BILOTTO
KEVIN DONAHUE
BILL FAHRENWALD
MIKE MECH
RAEANN CANTELO-ZYLMAN
JIM KLINKER**

Aldermen

RESOLUTION NUMBER 2019-014

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
RETAINING A LEGISLATIVE COUNSEL AND APPROVING A RETENTION
AGREEMENT REGARDING THE SAME**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing city created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the Mayor and City Council of the City (the “*Corporate Authorities*”) have determined that the appointment of a legislative counsel is in the best interest of the City in order to protect the health, safety and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. That the City Council hereby retains Montana & Welch, LLC as legislative counsel pursuant to Section 30.06 of the Code of Blue Island, Illinois; and that the Corporate Authorities hereby find and determine that the foregoing appointment conforms in all respects with Illinois law.

Section 3. That the retention agreement (the “*Agreement*”) between the City and Montana & Welch, LLC, a copy of which is attached hereto and made a part hereof as Exhibit A,

is hereby authorized and approved.

Section 4. The officials, officers, and employees of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. Any legal fees incurred pursuant to the Agreement shall be paid from the City's General Fund from funds appropriated to Legal Fees, or such other line-item as the City Council deems appropriate.

Section 6. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

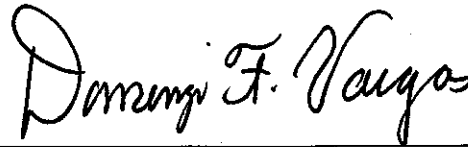
Section 8. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

[Left intentionally blank]

ADOPTED this 28th day of May, 2019, pursuant to a roll call vote as follows:

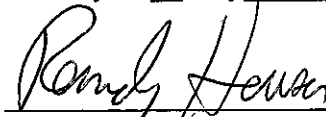
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Alexander	X				
Alderman Johnson			X		
Alderman Cazares	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue	X				
Alderman Fahrenwald		X			
Alderman Hawley		X			
Alderman Ringo Hill	X				
Alderman Mech	X				
Alderman Carr	X				
Alderman Cantelo-Zylman	X				
Alderman Slattery	X				
Alderman Klinker	X				
Mayor Vargas					
TOTAL	11	2	1		

APPROVED by the Mayor on May 28, 2019.



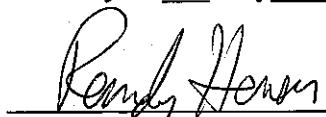
DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
28th day of May, 2019.



RANDY HEUSER, CITY CLERK

PUBLISHED in pamphlet form this
28th day of May, 2019.



RANDY HEUSER, CITY CLERK

Exhibit A

Montana & Welch, LLC

11950 South Harlem Avenue
Suite 102
Palos Heights, Illinois 60463
(708) 448-7005
(708) 448-7007 Fax

May 22, 2019

Via Electronic Email

City Council of the
City of Blue Island
13051 Greenwood Avenue
Blue Island, Illinois 60406

**RE: *Legislative Counsel Legal Services
Attorney for the City of Blue Island***

Dear Board of Trustees:

This letter will confirm that Montana & Welch, LLC ("M&W"), will represent the City Council of the City of Blue Island (the "Blue Island"), in connection with the services set forth below, and under the following terms and conditions:

1. **Services.** Our representation will include such legislative counsel services to trustees of Blue Island. To the extent applicable, and any litigation matters assigned will be previously agreed upon under a separate retention agreement tailored specifically for that matter.
2. **Fees and Charges.** Our services for these matters will be charged at the hourly rates set forth below, together with out-of-pocket costs and disbursements.
 - (a) **Fees.** Our time will be billed at the hourly rate of \$175.00/hour. We may assign any lawyer or legal assistant within the firm to handle certain tasks, as we deem appropriate.
 - (b) **Reimbursement Costs.** If applicable, costs and disbursements will be billed to you at our actual cost, and may include court fees, court reporter and transcription costs, messenger, special mail or overnight delivery services, outside duplication costs and computerized legal research fees.
 - (c) **Invoices.** Detailed invoices will be submitted monthly. We will provide further substantiation of fees and charges as may be required from time to time. Our invoices are due and payable within thirty (30) days of the date of the invoice. Your failure to timely pay all invoices submitted constitutes good cause for us to withdraw from this representation.

Montana & Welch, LLC

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May 22, 2019

3. Discharge and Withdrawal. The City Council of the City of Blue Island may discharge M&W as counsel at any time for any reason with or without good cause; and we may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, your refusal to cooperate with us in our representation or to follow our advice on a material matter (it being understood that nothing herein contained either expressly or implicitly obligates you to follow our advice), or any fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude, all unpaid fees and charges must be paid promptly. After our services conclude and upon payment of all unpaid fees and charges, we will, upon your request, deliver any of your documents or property in our possession, to you or as you direct in writing.
4. Disclaimer of Guaranty. Nothing in this agreement and nothing in our statements should be construed as a promise or guaranty about the outcome of any legal matter. We make no such promises or guaranties.
5. Limitation and Control of Services. It is understood that the services we will render hereunder are at your express authorization and direction. It is anticipated that such authorization and direction will be given orally or written by you.

If the foregoing correctly sets forth the understanding between the trustees of Blue Island and M&W, please execute the enclosed copy of this letter as indicated and return it to us as soon as possible.

Please be aware that this letter is intended to create a legally binding agreement pursuant to Illinois law.

We look forward to working with you.

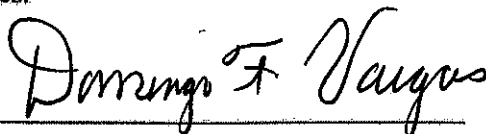
Very truly yours,

MONTANA & WELCH, LLC


Matthew M. Welch

The City of Blue Island understands and agrees to the terms of this Engagement Letter for Legal Services.

By: _____



Date: _____

5-31-19

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Montana & Welch, LLC ("*Firm*") bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies of the Firm which govern the relationship between the Firm and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of the agreement between the parties. Please review these Terms of Engagement for Legal Services ("*Terms*") carefully and contact us promptly if you have any questions.

BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT

The Firm shall submit invoices to our clients monthly during our engagement. This procedure ensures our clients have a current understanding of our charges and can budget legal expenses. Invoices are influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing.

The Firm will keep accurate records of the time devoted to the particular matter, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Firm time is recorded in units of one quarter of an hour. The hourly billing rates of attorneys and paralegals/law clerks in the Firm are as follows: attorney rate of \$175.00 per hour; and paralegal rate of \$95.00 and law clerk rate of \$60.00 per hour.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators consulting fees, and printing, computerized legal research and travel expenses. Where significant expenses are involved, the Firm may request that the client pay the cost directly.

The Firm is often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever requested, we will furnish such an estimate based upon the Firm's professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost may be more than the amount estimated.

Payment of invoices shall be paid within thirty (30) days of the date of the invoice, as delayed payment adds to the Firm's overall costs of providing services. In addition, the Firm reserves the

right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we are involved and subject to only our ethical obligations, if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

PROVISION OF LEGAL SERVICES

The retention of a lawyer does not insure that the desired outcome will be achieved. The Firm cannot guarantee the results of its services. Rather, the Firm will at all times act on your behalf to the best of our availability, and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of legal matters are expressions of our best professional judgment, but are not guarantees. 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.

CLIENT RESPONSIBILITIES

The Firm expects the client to be actively involved with the matters we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information the Firm receives from the client will be accurate and complete. If a client does not cooperate with the Firm or provides the Firm with information which is incomplete or inaccurate, the Firm reserves the right to withdraw as attorneys for the client.

TERMINATION

Client may terminate our representation at any time, with or without cause, by notifying the Firm. Client termination of Firm services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

The Firm is subject to the rules of professional responsibility for the jurisdiction in which the Firm practices, which list several types of conduct or circumstances that require or allow the Firm to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. The Firm tries to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, the Firm shall provide written notice to client of such withdrawal.

Montana & Welch, LLC

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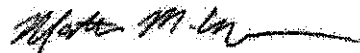
Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you shall be the property of Montana & Welch, LLC. You may have copies at any time during our representation of you. Upon termination of the engagement and upon request, the Firm will return your property to you within thirty (30) days of such termination. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any additional terms and conditions set forth in the accompanying engagement letter. If any term contained herein is unacceptable to you, please advise the Firm now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

Please indicate your receipt of the Terms and your approval of the terms herein by signing this document where indicated below and returning a copy to the Firm by email to mwelch@montanawelch.com. Please retain a copy for your records.

Respectfully,

MONTANA & WELCH, LLC



Matthew M. Welch

Terms for Engagement of Legal Services APPROVED and ACCEPTED:

By: Domingo F. Varga

Its: Mayor

Date: 5-31-19