

LEGAL SERVICES AGREEMENT

THIS AGREEMENT effective this 1st day of July 2007, by and between the Village of Indian Head Park, an Illinois municipal corporation (hereinafter referred to as the "Village"), and the law firm of Storino, Ramello & Durkin, an Illinois partnership (hereinafter referred to as "Attorneys").

NOW, THEREFORE, IT IS MUTUALLY AGREED between the Village and the Attorneys, as follows:

1. The Village employs the services of the Attorneys until such time as the services of the Attorneys are terminated as provided herein.
2. The Attorneys shall provide general corporate legal services to the Village, as requested by the Village President, Village Board of Trustees, Village Administrator and/or such other village officials, board members, commission members and employees who are duly authorized by the Village Administrator from time-to-time to request services from the Attorneys.

Such services shall include:

A. Basic Services as follows:

1. attending and rendering legal advice at all regular and special Village Board of Trustees meetings;
2. rendering advice by telephone to Village officials, board members, commission members and employees on all Village business and pending matters of all kinds;
3. review of all agreements and documents to which the Village is a party;
4. review of meeting minutes;
5. research, analysis and counsel concerning compliance with the Illinois Open Meetings Act; Illinois Freedom of Information Act and

the Illinois Gift Ban Act and the judicial interpretations thereof and all matters relative to the Village's Municipal Code;

6. review and/or preparation of annual certificates of exempt property;
7. consult with and advise the Village Treasurer, review the appropriation ordinance, estimate of revenues, notice of public hearing, tax levy ordinance and annual statement of expenditures and revenues;
8. drafting routine ordinances and resolutions for consideration by the Village Board of Trustees; and
9. drafting routine correspondence.

B. Additional services as follows:

1. representing the Village in litigation in the federal and state trial and appellate courts and administrative agencies of Illinois, whether the Village is a party plaintiff, petitioner, defendant or respondent except litigation in which the Village is represented by other lawyers retained by Village insurance companies or self- insurance pools;
2. reviewing all litigation in which the Village is represented by other lawyers retained by Village insurance companies, self-insurance pools or otherwise retained by the Village;
3. representing the Village in the exercise of its eminent domain powers to acquire land required by the Village;
4. negotiating the collective bargaining agreements with representatives of bargaining units of Village employees;
5. reviewing the legal aspects of the documents, initially drafted by architects and/or engineer(s) employed by the Village, to be used to let work of the Village to competitive public bidding; reviewing certificates of insurance, policies of insurance and bonds supplied by contractors and others for compliance with the requirements of the applicable contract documents; reviewing documents supporting requests for payment by contractors, subcontractors and material suppliers regarding the release of the contractor's, subcontractor's and material supplier's lien rights; representing the Village in regard to claims of contractors, subcontractors and material suppliers;
6. attending and rendering advice at all meetings of the Village's boards

(other than Board of Trustees) and commissions, including, but not limited to, the Planning and Zoning Board, E911 Board and Police and Fire Commission;

7. serving as administrative adjudicator of violations of local ordinances; and
8. providing such other legal services as are assigned by the Village Administrator or the Village Board of Trustees.

3. The Attorneys may, by separate agreement, provide legal services for bond issues, tax increment financing districts, redevelopment districts, special assessments, special service areas or other legal matters to the extent that payment of fees for such legal services are derived from sources other than Village general revenues.

4. The Attorneys shall cooperate with board members of the Village, its staff and its consultants, and, subject to the general direction of the Village board, shall meet with staff members and consultants during normal business hours or otherwise, as shall be mutually convenient, whenever such meetings are necessary for the conduct of Village business.

5. The Village shall assist and cooperate with the Attorneys and shall promptly supply such information, documentation and persons as may be requested by the Attorneys to permit the Attorneys to effectively advocate the Village's interests.

6. Any documents, data, records, or other information relating to the legal representation of the Village and all information secured by the Attorneys from the Village in connection with the performance of legal services, unless in the public domain or unless disclosure is required by law, shall be considered attorney-client privileged, when applicable, and kept confidential by the Attorneys. The information shall not be made available to third parties without written consent of the Village, unless so required by valid court order.

7. Current communication technology, including, but not limited to, cellular telephones,

electronic mail and facsimile transmission, contains certain inherent security risks that the information will be intercepted by third parties with no right to hear or see it. Unless otherwise notified by the Village, the Attorneys will use current communication technology to communicate with the Village with the understanding that by agreeing to the use of any means of communication other than in-person private meeting or two-way (as opposed to multiparty) land line telephone conversations, the Village will be giving its consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

8. This Agreement shall not require the Attorneys to render services for:
 - A. litigation to the extent that the Village is insured for its liability in such litigation and the contract for insurance assigns to the insurance carrier the right to appoint attorneys for the Village;
 - B. litigation in courts other than the state courts of Illinois, the United States District Court for the Northern District of Illinois, the United States Court of Appeals for the Seventh Circuit and the United States Supreme Court.

However, the Attorneys may be retained to render such services by separate agreement with the Village.

9. Village agrees to compensate the Attorneys for such legal services as follows:
 - A. for Basic Services, a monthly retainer in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) per month. The retainer shall not be changed for a period of one calendar year from the date of this agreement; thereafter the retainer may be modified by mutual agreement;
 - B. for Additional Services, at the hourly billing rates set forth in Schedule A for services rendered to the Village as invoiced by the Attorneys to the Village from time-to-time. The rates set forth in Schedule A shall not be changed for a period of one calendar year from the date of this agreement;
 - C. reimbursement of cash expenditures advanced and expenses incurred by the Attorneys on behalf of the Village, as invoiced by the Attorneys to the Village from time-to-time. Categories of typical expenditures and expenses

and the basis on which the Village will be billed are set forth in Schedule B;

- D. upon the termination of this Agreement, any extension of this Agreement, or any successor agreement, the Attorneys shall provide for the orderly transition and tendering of information to the successor-attorneys. The Attorneys shall be entitled to receive the hourly compensation set forth in this agreement, for the time expended tendering and transferring information to the successor-attorneys; and
- E. itemized statements of legal services and disbursements will be sent to the Village Manager monthly. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

10. The Attorneys shall maintain errors and omissions insurance applicable to the services rendered to the Village.

11. In the event that legal services excluded from this Agreement are required by the Village, the Attorneys shall either assume the duty and responsibility for such services at a mutually agreed fee, or the Attorneys shall recommend competent attorneys to assume the duty and responsibility for such services at a mutually agreed fee.

12. The Attorneys shall function hereunder as independent contractors and not as employees of the Village.

13. All reports, documents, data and other material constituting the work product of the Attorneys hereunder shall become the property of the Village, subject to the applicable attorney's lien and title thereto free of such lien transfer to the Village following payment in full of any sums due to the Attorneys. The Attorneys, however, shall have the right to maintain for their own files and use copies of such reports, maps, documents, and other materials constituting the Attorneys' work product.

14. The Attorneys shall submit to the Village a certification that the Attorneys:

- A. are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

- B. are not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- C. are in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy;
- D. are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1; and
- E. every employee of the Attorneys and every other person acting on behalf of the Attorneys has not given any gift prohibited by the Municipal Code of Ordinances, Village of Indian Head Park , Illinois, as amended or other law or ordinance to any officer, employee of the Village or spouse or immediate family member living with any officer or employee of the Village in violation of the Municipal Code of Ordinances, Village of Indian Head Park, Illinois, as amended or other law or ordinance.

15. Changes and amendments to this Agreement shall only be made in writing and by amendment to this Agreement, said amendment to be in contract form and to be approved by the Village. This Agreement contains all of the terms, provisions, agreements, conditions, and covenants between the parties; and there are no understandings or agreements other than those recited herein.

16. Any notice given hereunder shall be in writing and transmitted via the United States mail, registered or certified, postage pre-paid, addressed to the proper party as follows:

- A. If to the Village:

Village of Indian Head Park
Attention: Village Administrator
201 Acacia Drive
Indian Head Park, Illinois 60525

- B. If to the Attorneys:

Mr. Donald J. Storino
Storino, Ramello & Durkin
9501 West Devon Avenue
Suite 800
Rosemont, Illinois 60018

Either party may change its mailing address by giving written notice to the other party as provided above.

17. This Agreement may be terminated by the Village upon written notice to the Attorneys. The Attorneys shall have the right, if in their sole judgment they believe such action is necessary or appropriate, to withdraw as attorneys representing the Village in any matter, without terminating this Agreement or may elect to terminate this Agreement, if the Village fails to meet its obligations under this Agreement, refuses to cooperate with the Attorneys, refuses to follow the legal advice provided by the Attorneys on a material matter or under any other circumstances in which the Attorneys' professional or legal responsibilities or obligations mandate or permit termination. The Attorneys shall give thirty (30) days' written notice to the Village. The Village shall cooperate and facilitate the withdrawal by retaining a substitute attorney. Provided that the Attorneys are ethically able to do so, at the sole option of the Village Board, all obligations under this Agreement shall continue until a successor attorney is retained but in no event more than sixty (60) days after the effective termination date as set forth in the notice.

18. This Agreement shall be deemed to be exclusive between the Village and the

[Remainder of page intentionally left blank]

Attorneys. This Agreement shall not be assigned by either party without first obtaining permission in writing from the other party.

IN WITNESS WHEREOF the parties have executed this Agreement at Indian Head Park, Illinois, the date and year first above written.

STORINO, RAMELLO & DURKIN

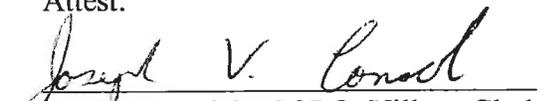
VILLAGE OF INDIAN HEAD PARK

By:


RICHARD J. RAMELLO, partner


RICHARD S. ANDREWS, Village President

Attest:


JOSEPH V. CONSOLO, Village Clerk

SCHEDULE A

Hourly Billing Rates

Attorneys	\$165.00 per hour
Legal Interns	\$90.00 per hour
Paralegals	\$65.00 per hour
Law Clerks	\$60.00 per hour

SCHEDULE B

Schedule of Typical Expenses and Disbursements

Computer-aided Legal Research(Lexis/Westlaw)	Standard Lexis/Westlaw
Court and Administrative Agency Filing Fees	At Cost
Court Reporter Fees and Transcripts	At Cost
Exhibits	At Cost
Expert Witness Fees	At Cost
Facsimile	
Incoming	\$0.25 per page
Outgoing	\$0.75 per page
Messenger Service	At Cost
Outside Consultants	At Cost
Photography	
in house	\$12.00 per photograph, unmounted
outside service	At cost
Postage	
Regular Mail	No Charge
Certified Mail	At Cost
Express/Overnight Mail	At Cost
Printing	At Cost
Reproduction	
in house	\$0.10 per page
outside service	At cost
Telephone	
Local	No Charge
Long Distance	MCI standard rates
Travel	
Automobile	\$0.445 per mile
Parking	At cost
Tolls	At cost
Outside Chicago Metropolitan Area	
Transportation	At cost
Lodging	At cost
Meals	At cost
Velo binding	\$15.00

ATTORNEYS' CERTIFICATION

The certifications hereinafter made by Storino, Ramello & Durkin (the "Attorneys") are each a material representation of fact upon which reliance is placed by the Village of Indian Head Park (the "Village") in entering into the Legal Services Agreement with the Attorneys. The Village may terminate the Legal Services Agreement if it is later determined that the Attorneys rendered a false or erroneous certification.

I, Richard J. Ramello, hereby certify that I am a partner in the law firm of Storino, Ramello & Durkin, the Attorneys, and as such hereby represent and warrant to the Village that the Attorneys, and its partners holding more than five percent (5%) of the outstanding partnership interests and its associate attorneys are:

(A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy; and

(D) not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Attorneys hereby represent and warrant to the Village, that the Attorneys:

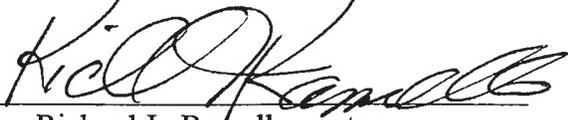
(A) have not and no employee of or person on behalf of the Attorneys given any gift prohibited by the ordinances of the Village, as amended or other law or ordinance to any officer, employee of the Village or spouse or immediate family member living with any officer of employee of the Village.

If any certification made by the Attorneys or term or condition in this contract changes, the Attorneys shall notify the Village in writing within seven (7) days.

Dated: June 14, 2007

STORINO, RAMELLO & DURKIN

By:

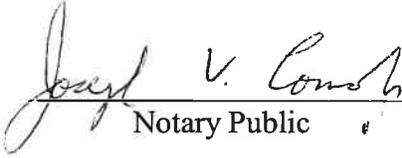


Richard J. Ramello, partner

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Richard J. Ramello, known to me to be a partner of the Attorneys, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: June 14 , 2007



Notary Public