

# **Village of East Dundee**



## **Request for Proposals Village Attorney Services**

**Proposal Due Date and Time: September 9, 2022 by 3:00 p.m.**

## GENERAL INFORMATION

**Definition:** A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible proposers and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

**Addenda:** Addenda are written instruments issued by the Village of East Dundee (“Village”) prior to the date for receipt of proposals which modify or interpret the RFP by additions, deletions, clarifications, or corrections.

Prior to the due date of the RFPs, if applicable or needed, addenda will be posted on the Village’s website.

**Discussion of Proposals:** The selection committee may conduct discussions with any Proposer who submits an acceptable proposal. Proposers shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the selection committee shall not disclose any information derived from one proposal to another proposer.

During the initial discussion, the proposer shall be prepared to give an oral presentation covering the following topics:

The specific services to be provided.

- Qualifications of the Proposer, including work on similar projects, experience of personnel, etc.
- The working relationship to be established between the Village of East Dundee and the Proposer including, but not limited to, what each party should expect from the other.
- Implementation schedule for the project.
- A review of the costs associated with this project.

**Negotiations:** The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to accomplish the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the Proposer during discussions or negotiations will be held by the Village as contractually binding on the successful Proposer.

**Confidentiality:** The Village shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Proposer pertaining to this RFP will be public information and will be made available for inspection, unless otherwise determined by the Village. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of these RFPs, a proposer must inform the Village in writing of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act (FOIA).

## RFP Evaluation Criteria & Scorecard

### Evaluation Criteria:

	5	4	3	2	1
Understanding of Services to be Provided					
Public Sector Experience					
Pricing					
Project Staffing Experience and Depth					
Skills & Abilities					
Terms & Conditions					
References					
Intangibles					
<b>TOTAL</b>					

### Criteria:

***Understanding of Services to be provided:*** To what degree does this proposal meet stated services?

***Public Sector Experience:*** To what degree does the Proposer possess the knowledge, skill, and ability to perform within the public sector?

***Pricing:*** How does the proposed price compare to the (a) planned budget and to (b) other proposals?

***Project Staffing Experience and Depth:*** How does the Proposer's staff compare to other Proposers in regards to experience and depth of staff to handle the proposed project?

***Terms & Conditions:*** To what degree does the proposal meet stated contractual terms and conditions?

***Skills & Abilities:*** Does the Proposer have the necessary skills and abilities to deliver this proposal?

***References:*** Does the Proposer have a proven track record in this type of project?

***Intangibles:*** What other factors can be used to evaluate responses and select the appropriate winner?

### Scoring:

5 points: Fully Meets

4 points: Meets, with minor gaps (no compromise required)

3 points: Meets, with moderate gaps (some compromise required)

2 points: Partially meets (significant gaps, compromise required)

1 point: Does not meet

## **RFP Discussion, Scope of Work, & Submittal Requirements**

The Village is seeking proposals from qualified firms or attorneys licensed in the State of Illinois to practice law as prospective candidates for appointment as Village Attorney (“*Services*”).

The selected Proposer will be invited to enter into an agreement with the Village, in a form to be provided by the Village (“*Agreement*”), to provide the *Services* in accordance with the Project Scope section of this RFP and the attached Retention and Billing for Village Attorney document (Attachment A). The Village Board of Trustees (“Village Board”) has the ultimate authority to approve any proposal and to authorize execution of the negotiated Agreement.

There is no expressed or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, please submit one (1) hard copy and one (1) pdf electronic copy on a USB flash drive of the proposal. All proposals must be received no later than September 9, 2022, by 3:00 p.m. at Village Hall located at 120 Barrington Avenue, East Dundee, Illinois 60118. Proposals received after the above date and time, or in any other location other than the Village Hall will not be considered. RFP copy and addenda (if necessary) can be found at [eastdundee.net](http://eastdundee.net) under the “Transparency Portal” then “BIDS AND RFP” webpage.

The Village reserves the right to reject any or all proposals when the public interest will be served thereby and to waive technicalities and informalities.

During the evaluation process, the Village reserves the right to request additional information or clarification from proposers. Proposers may be requested to make oral presentations to the selection committee as part of the final evaluation process.

The Village reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the engagement letter between the Village and the Proposer selected.

It is anticipated the selection of a Proposer will possibly be approved at the October 3, 2022 regular Village Board meeting. Following the notification of the selected Proposer, an engagement letter will be executed between both parties following the scheduled meeting of the Village Board.

### **Term of Engagement:**

A two-year initial engagement with two-year renewal option through the end of calendar year 2026 is contemplated, subject to the annual review and recommendation of the selection committee, the satisfactory negotiation of terms (including a price acceptable to both the Village and the selected Proposer), and the concurrence of the Village Board.

### **Subcontracting:**

Subcontracting is not permitted.

### **Community Background:**

The Village, a home-rule community as defined by the Illinois Constitution, was incorporated in 1871, and is located approximately 35 miles west of the City of Chicago, in both Kane and Cook Counties. According to the 2020 census, there are 3,216 residents. The Village encompasses approximately 3 square miles. East Dundee is a vibrant, thriving

community dedicated to supporting its residents and businesses. The Village is committed to building a sustainable community through fiscal responsibility and incentivizing private property and infrastructure improvements through the Village's 9 Tax Increment Financing (TIF) Districts, and 3 Business Development Districts

The Village is governed by a President and six-member Board of Trustees operating under the Village Administrator form of government. Policymaking and legislative authority are vested in the Village Board, which among other responsibilities, is responsible for passing ordinances, adopting the budget, appointing committees, and hiring the Village Administrator. The Village is organized into five (5) departments and employs approximately 36 full-time equivalent employees.

The Village currently contracts for prosecutor, labor, collective bargaining, and current litigation services but would consider firms or individuals with these areas of expertise. The Village Attorney is appointed by the Village President with the advice and consent of the Village Board. The Village Attorney is an independent contractor serving at the pleasure of the President and Board of Trustees.

### **Scope of Services:**

The specific responsibilities and tasks of the Village Attorney for the Village include:

1. Serve as general counsel to the Village, including the Village Board, all other Village boards and commissions, including all fire and police pension boards or any bodies related in any way to public safety, of the Village.
2. Prosecute or defend all suits of any nature which may be begun by or against the Village or in which the Village may be an interested party and for which the Village's insurer has either declined coverage or has agreed to representation by the Village Attorney in the suit.
3. Advise elected and appointed officials, and Village staff on legal matters affecting the Village, including preparing written legal opinions at the request of the Village Board, Village President, or the Village Administrator and/or his/her designee.
4. Provide the Village Board, Village President, and the Village Administrator and/or his/her designee a legal perspective and advice on various issues.
5. Prepare ordinances, resolutions and intergovernmental agreements and related agenda material for action by the Village Board; review routine ordinances and resolutions prepared by operating departments.
6. Attend regular and special meetings of the Village Board as needed. Regular Meetings of the Village Board occur on the first and third Mondays of every month at 6:00 p.m. but may be rescheduled as needed.
7. When requested by the Village Administrator, possibly attend bi-weekly staff meetings of the Village Administrator and staff.
8. Working with the Village Administrator, establish efficient processes and train staff related to the production of routine work that requires the Attorney's time. Examples include routine agreements and land use matters.

9. Draft and approve/review all contracts, bonds, ordinances, resolutions, and legal documents entered into or executed by the Village, and assist with preparation of requests for proposals and bid specifications as needed.
10. Represent the Local Liquor Control Commissioner and Commission.
11. Represent the Village in all legal matters related to public utilities, including agreements with cable providers, Nicor Gas, Com Ed, Telecommunications, etc.
12. Keep the Village's elected and appointed officials, Village Administrator, and staff regularly apprised of new county, state, and federal legislation which will or may affect Village operations.
13. Provide legal counsel on personnel matters, including union grievances and collective bargaining matters.
14. Provide annual ethics training for the Village and staff to ensure compliance with state law, as well as any new elected official training, as requested.
15. Provide oversight of Village Attorney legal expenses in an effort to assist staff with insight and perspective of charges for legal services and the management of cases.
16. Advise and work with building and zoning staff and the Village Administrator on land use, zoning, and development matters, including possible attendance at Planning and Zoning & Historic Commission meetings, as requested. If proposing a retainer, the retainer does not include such matters as special use permits, planned developments, and subdivisions for which the Village's legal fees are reimbursed ("Reimbursables") by the Proposer. In the event the firm does not properly prepare and invoice Reimbursables to an Applicant in coordination with the Village Administrator or Finance and Administrative Services Director, the firm will forfeit any claim or argument to use unpaid Reimbursables as the basis for any request for an increased retainer amount.
17. Works cooperatively with special legal counsel retained by the Village for special projects.
18. Provide written updates on new state or federal legislation or judicial decisions impacting the Village and suggested action or changes in operations to assure compliance.
19. Provides Village President and Village Board with guidance as to Robert's Rules of Order and related procedural matters relating to Council meetings.
20. Monitor and advise Village on status of pending litigation. Perform other legal services and tasks, as requested.

**Working Paper Retention and Access to Working Papers:**

All working papers and reports must be retained, at the Proposer's expense, for a minimum of five (5) years, unless the Proposer is notified in writing by the Village of the need to extend the retention period. The Proposer will be required to make working papers available, upon request, to the Village.

**Proposal Requirements:**

Proposal shall be in the following format:

The Village reserves the right to reject any or all proposals, waive or not to waive any irregularities therein and to accept the Proposal considered to be in the best interest of the Village.

The proposal should contain, without limitation, the following information at a minimum:

1. A statement of interest identifying why the individual Proposer or firm is interested in the position, and why the individual Proposer or firm believes he/she or the firm is qualified to perform the duties as outlined, and a description of the performance style which will be exhibited by the individual or firm if chosen.
2. The name and resume of the person or firm who will serve as Village Attorney. The Village Attorney is generally required to attend all Village Board meetings and to be the principal point of contact for all matters handled by the Village Attorney.
3. The resumes of each other attorney in the firm who would work on behalf of the Village and the role each would perform.
4. A written assessment of the individual's or firm's capacity to take on the role of Village Attorney for the Village with their current client and work load.
5. A summary describing the firm and the nature of the firm's previous and current work experience with municipal clients.
6. A list of municipal and governmental clients, including the primary contacts at each client and the type of service provided, i.e. general legal counsel or a specific task/assignment.
7. A statement describing any existing or potential conflicts of interest that might affect the individual's or firm's ability to represent the Village.
8. If proposing a retainer, a detailed fee proposal **committing to an exact monthly retainer amount as a fixed price proposal**, and also including a description of the firm's billing conventions and the items to be included under the retainer and as set forth in Attachment A of this RFP. Proposals should also include the hourly rates for partners, associates and paralegals that will be charged for those items that are outside of the retainer, and the precise rates charged, if any, for copying, on-line research, paralegals and support staff. Out of pocket expenses shall not be included in the retainer. The proposal should also confirm that travel time will not be billed to the Village, whether for retainer matters or non-retainer matters.
9. The proposal should also confirm that the individual or firm will provide the Village with sufficiently detailed information on a monthly basis necessary to do periodic reviews of the work undertaken on all retainer or hourly billable matters to ensure that the retainer or hourly billable amount is fair for both the Village and the firm.
10. The proposal should also confirm that the Proposer agrees to comply with the Village's protocols for outside legal counsel.
11. A list of at least five client references for whom the individual's or firm's members have provided legal services. At least three of these references will be specifically related to the person that is proposed to serve as Village Attorney under the proposal.

12. Any exceptions taken to this RFP shall be clearly identified.

**Evaluation of Proposals:**

Village staff will evaluate all properly submitted proposals. Properly submitted proposals will be graded and ranked based on their responsiveness to this RFP, the total cost of the Services, the Proposer's experience, the Proposer's ability to complete the Services within the specified deadlines. The Village may conduct interviews with Proposers, as it deems advisable. Further, references will be checked.

The Village will then select its preferred Proposer, with whom an agreement will be negotiated. The Village Board has the ultimate authority to approve any proposal and to authorize execution of the negotiated agreement.

The Village reserves the right to make clarifications, corrections, or changes in this RFP at any time prior to the deadline for the submission of proposals and would be posted as an addendum on its webpage.

**Submittal Process:**

All questions regarding this RFP should be directed to Franco Bottalico via email at *FBottalico@eastdundee.net*. Questions will be accepted until August 19, 2022 at 3:00 pm. Please title the subject of the email as "RFP Question".

All questions and responses will be compiled and posted on the Village's website as an addendum next to original RFP publication located under the Village's "Transparency Portal" then "BIDS AND RFP" webpage.

All final proposals shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the proposal. One (1) hard copy and one (1) pdf electronic copy on a USB flash drive of the proposal must be submitted to:

**Franco Bottalico**  
Re: Village Attorney RFP  
Village of East Dundee  
120 Barrington Ave.  
East Dundee, IL 60118

Proposals must be received no later than 3:00 p.m. on Friday, September 9, 2022. Proposals will not be opened publicly. Proposals submitted after this time will not be opened. No verbal, telephone, emailed, or faxed proposals will be considered.

Proposals submitted are offers only. Issuance of the RFP does not obligate the Village to pay any costs incurred by a Proposer.

A Proposer may withdraw its proposal, either personally or by written request, at any time prior to the scheduled deadline for submittals. No proposal shall be withdrawn for 90 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period. The Village reserves the right to accept the proposal that is, in its sole judgment, the best and most favorable to the interests of the Village and to the public; to reject the low price proposal; to accept any item of any proposal; to reject any and all proposals; and to



waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Proposers should not rely upon, or anticipate, such waivers in submitting their proposal.

The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require that a proposal be made as part of the resulting contract.

<b>Action</b>	<b>Anticipated Date</b>
RFP Posted on Website	Friday, August 5, 2022
Questions to Village Due via Email	Friday, August 19, 2022
Responses Posted on Village Webpage by	Friday, September 2, 2022
RFP Due Date	Friday, September 9, 2022
Selection of Proposer	Friday, September 30, 2022
Approval of Agreement at Board Meeting	Monday, October 3, 2022

**ATTACHMENT A**

**Village OF East Dundee**

**RETENTION & BILLING FOR VILLAGE ATTORNEY**

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## **1) RETENTION**

Retention and billing for Village Attorney (this “Policy”) is applicable to all engagements by authorized representatives of the Village of East Dundee (“Village”) of any attorneys and firms as outside counsel (“Village Attorney”) representing Village.

Upon Village’s request, Village Attorney will execute an engagement letter with Village, which may identify lead attorneys in Village Attorney’s firm, specific attorneys authorized to work on the matter, applicable hourly rates and such other information as Village may require. At all times, this document and Village engagement letter (if any) will supersede any engagement letters provided to Village by Village Attorney.

By agreeing to represent Village, Village Attorney agrees to conduct the representation consistent with this document. A copy of this document should be provided to all attorneys, paralegals and preparers of invoices involved in the engagement before any work begins. Any waiver from this document must be in writing and signed by the Village.

In selecting and evaluating Village Attorney, Village strives to obtain high quality legal representation that produces the best possible results, and use legal resources in the most efficient and cost-effective manner. Controlling costs is a high priority and Village expects Village Attorney to use best efforts in assisting Village to achieve this objective.

## **2.) ELECTRONIC BILLING**

Unless otherwise directed, Village Attorney shall be required to participate in the Village electronic billing program (including submitting invoices and accepting payments electronically/ACH Payments as required by Village) at no additional cost to Village.

## **3.) CONFLICTS OF INTEREST**

Village Attorney shall undertake a thorough search for actual and/or potential conflicts of interest immediately after being contacted to represent Village in a matter. The conflicts check should encompass all lawyers and offices of Village Attorney.

Any and all conflicts must be disclosed to the Village Representative handling the matter at the time of the engagement or as soon as each conflict becomes known. The firm shall not undertake or continue any representation of Village until the conflict has been addressed with the Village Representative, and either resolved or expressly waived, in writing, by Village. Having undertaken representation of Village, Village Attorney should avoid any subsequent conflicts, except to the extent any such conflict has been addressed in accordance with this document.

#### **4.) ATTORNEY CONDUCT STANDARDS; REPORTING**

During the course of Village Attorney's representation of the Village, Village Attorney may have access to information regarding Village and its operations. If Village Attorney should discover evidence of material violations of the law by Village or its officers, directors, employees or other individuals or entities acting on Village's behalf, Village Attorney agrees to notify promptly the Village Administrator or the Village President.

#### **5.) INSURANCE COVERAGE**

Throughout the term of each engagement and the applicable statute of limitations, Village Attorney shall maintain, at its sole cost and expense, Professional Liability coverage with limits of at least three million dollars (\$3,000,000) covering Errors and Omissions of Outside Counsel and its subcontractors in providing or failing to provide the services, effective at all locations where Outside Counsel may perform any services for Village.

#### **6.) STAFFING**

At the outset of each engagement, Village Attorney and the Village Representative will discuss how the matter will be staffed and agree on the applicable billing rates.

The level of attorney and paralegal staffing must be both reasonable and necessary for the complexity of the matter. The Village Representative will evaluate the degree to which internal Village resources may be used to meet the project's requirements, including legal research, organization of files, depositions and witness interviews.

Only one (1) partner, one (1) associate and one (1) paralegal may work on a matter, unless otherwise authorized in advance by the Village Representative.

Village reserves the right to make ultimate staffing decisions to ensure that the staffing is optimal and may evaluate staffing and request changes to it on an on-going basis. Village Attorney is expected to make every effort to provide continuity in staffing and assign the appropriate level of legal talent to a matter. If it becomes necessary to replace an attorney or paralegal working on a matter, any time spent to bring the replacement "up to speed" should not be included in the billing.

Village will not pay for:

- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel;
- more than two (2) hours of time related to any status hearing in pending litigation;
- more than one (1) attendee at any deposition, meeting or hearing in all litigation matters, or more attendees than necessary at any meeting involving non-litigation matters; or
- summer associate or intern time.

## **7.) STRATEGY AND BUDGET**

Village and Village Attorney will work on formulating a strategy at the outset of each matter. With respect to actual or potential litigation or disputes, upon Village's request, Village Attorney will prepare a written case analysis and strategy evaluation. The strategy should identify any alternative means of disposing of the matter.

Additionally, upon Village's request, Village Attorney must promptly submit a budget, estimating fees and costs and including any such additional information as Village may require. At a minimum, the budget will include principal assumptions, identify specific phases and their cost, and specify applicable billing rates (consistent with the FEES Section below). No rate increases after the initial engagement will be made without explicit advance approval by Village.

## **8.) RETENTION OF OTHER PROFESSIONAL SERVICES**

Village must pre-approve retention of any third-party service providers, including associate or local counsel, printers, accountants, consultants, experts and providers of forensic or other services, including document handling services. All local counsel retained by Village Attorney should receive a copy of this document and comply with it.

Village retains the right to retain directly any such third-party providers or direct Village Attorney to retain such service providers as Village may designate from time to time. If consistent with an approved budget, Village Attorney will pay all applicable third-party provider fees. In all other cases, Village Attorney must bill Village for all third-party provider services, with no mark-up, by submitting invoices to Village for approval and payment consistent with this Policy.

## **9.) CONFIDENTIALITY AND MEDIA CONTACT**

Village Attorney must treat all Village matters confidentially in all respects and refer all media inquiries to Village, unless otherwise specifically authorized in advance by the Village Representative. Village Attorney may not use Village's name or describe Village's matters in any identifiable way in marketing materials or public statements without Village's prior written consent.

## **10.) WORK PRODUCT**

Where appropriate, Village Attorney should forward all pleadings and any other substantive work product to Village early enough to enable consideration, comment and approval. Village Attorney will provide all communications and documentation in connection with each engagement in electronic form, unless the Village Representative requests a different format.

Specifically, Village Attorney will provide the Village Representative with an electronic copy of all final and complete memoranda, pleadings and other substantive work product. Village Attorney is responsible for ensuring that its electronic communications with Village are transmitted in a secure manner at all times.

## **11.) CONSTANT COMMUNICATION IN LITIGATION**

One of Village Attorney's highest priorities should be to understand Village's strategic position and objectives with respect to a litigation matter. By continuously keeping the Village Representative informed about all significant case developments (not just settlement offers or demands), Village Attorney can ensure that it is taking positions that are consistent with Village's strategic position and objectives.

Village Attorney should notify the Village Representative as soon as significant dates (*e.g.*, trial date, settlement conference) are set in a litigation matter. Village may wish to have Village Attorney and the Village Representative(s) present and will need advance notice to schedule. It also may be critical to Village for planning, public disclosure or other purposes to know the anticipated timing of key events in litigation.

## **12.) APPEALS AND SETTLEMENTS**

Without the pre-approval of the Village Representative, Village Attorney may not appeal an adverse judgment or file a response to an appeal taken by another party. In all events, however, Village Attorney should protect Village's appeal rights pending a decision by Village.

Village Attorney should identify settlement possibilities before extensive discovery or other costly activity and report all settlement offers and demands to the Village Representative immediately. Village Attorney may not, however, enter into any settlement discussions or any final settlement without the approval of Village.

## **13.) WAIVER OF ATTORNEYS' LIEN**

Handling of a matter by Village Attorney engaged by Village will constitute a waiver by Village Attorney of any lien on files and documents relating to the matter, whether any such document was provided by Village or a third party or provided by or created by Village Attorney and on any amounts of money and property Village Attorney may receive for Village in connection with the matter. Upon request, Village Attorney will provide immediately to Village the file, documents, funds or property relating to the matter notwithstanding any unpaid invoices or other amounts owed to or claimed by Village Attorney. Providing these items upon request will not constitute a waiver of any claim Village Attorney might have for amounts owed to Village Attorney in accordance with this document.

## **14.) FEES**

To the extent that Village is charged for services at hourly rates, Village must agree to such rates in advance. The rates charged Village shall be no higher than those which Village Attorney charges its most favored client in comparable circumstances. Village Attorney must promptly make all adjustments to hourly rates to comply with this requirement.

Village will not pay unreasonable fees, and will not pay any fees for:

- preparing invoices/billing inquiries/budgets/accruals;
- hours less than .1 hours;
- preparing auditor responses;
- unless necessary for effective case management, routine detailed summarizing of depositions and documents, including summarizing and digesting of depositions before trial is imminent;
- any administrative or clerical work (*e.g.*, filing, file indexing, document stamping, secretarial or librarian work performed by any staff member of the firm, including secretarial staff, librarians or paralegals);
- administrative/secretarial work performed by paralegals, or paralegal work performed by attorneys;
- excessive review, proofing, editing of memoranda, motions, etc.;
- review or organization of the file;
- research (including computerized research), unless approved in advance by the Village Representative, with the research results provided to Village;
- research previously performed for other matters (only the initial matter may be billed for the research);
- reviewing/analyzing conflicts;
- training time;
- more than one (1) attendee at any deposition, meeting or hearing in all matters involving litigation, or more attendees than necessary at any meeting involving all other matters;
- brief routine assistance (including requests for information about judges, general local procedures and obtaining work previously prepared by the firm);
- tasks performed more than 60 days from the date of the invoice, unless otherwise preapproved by the Village Representative (as explained in more detail in BILLING below);
- staff overtime;
- duplication caused by the firm's staffing decisions;
- staffing inefficiencies caused by the unavailability of personnel; or
- summer associate or intern time.

## **15.) EXPENSES**

Unless otherwise agreed, Village will reimburse Village Attorney for reasonable and necessary expenses and disbursements incurred on its behalf at actual cost (*i.e.*, without markup over actual out-of-pocket cost). All bills must contain a summary of charges for each expense totaled by category.

In general, Village considers all but a few types of expenses (*e.g.*, certain travel expenses as provided below) part of Village Attorney overhead and already covered in the hourly rate or fixed fee. Village will reimburse Outside Counsel for reasonable and necessary travel expenses, including coach airfare, hotel, car rental and meals, as may be reasonable under the circumstances and approved in advance by the Village Representative handling the matter. Reimbursement rates for personal auto mileage (outside a 25-mile radius) will be at the prevailing Village approved rate.



Village will not pay for:

- unreasonable use of air freight/courier/messengers;
- processing of third party invoices;
- overhead, including but not limited to: rent, equipment rental, utilities, computer equipment, software, reporters, books/periodicals, seminars, office supplies, postage, word processing or other computer charges (including computerized legal research vendor charges), faxes, non-attorney/non-paralegal staff (such as library staff), secretarial services, routine photocopying or printing (except in unusual circumstances, such as a formal document production, patent file histories, large quantities of documents needed for litigation and if preapproved in writing by the Village Representative), telephone calls (local and long distance), date stamping, calendaring, making travel arrangements, opening/closing matters, managing clerical work, meals, taxi or car service, continuing legal education or any disbursement associated with client development; or
- travel time, except to the extent Village work is performed en-route and so indicated in time entry, and except for pre-approved travel expenses as set forth in the preceding paragraph.

## **16.) BILLING**

A statement for services rendered and disbursements incurred shall be submitted monthly, unless Village Attorney is directed otherwise. All invoices are subject to review and approval by Village prior to final payment, which will be made either on a monthly or a quarterly basis, unless a different arrangement is made. Village Attorney should apply all amounts received from Village to the referenced invoices only.

Invoices shall, as appropriate, separately break out sub-invoices that can be allocated to zoning/development applicants (“Applicants”) as additional costs of applications, as permitted by Ordinance or requested by the Village Administrator, building and zoning officials, or Finance & Administrative Services Director. Any payments made by any such Applicants shall be credited (i) first, against the firm’s incurred but unbilled time in excess of the monthly retainer amount; and (ii) second, if any, against any amount of the monthly retainer amount or hourly billable rates otherwise payable by Village.

One of the Village’s priorities is to ensure that Village Attorney’s invoices provide an accurate reflection of actual activities for each particular matter on a monthly basis. To achieve this objective, each invoice submitted must only include those services and disbursements incurred in a specific month. Village will not accept any invoice for services that were performed more than 60 days prior to the date of the invoice or invoices that span multiple months. The submission of invoices that do not meet these requirements causes unacceptable distortions in Village’s budgeting and accounting process. In addition, Village Attorney must submit all invoices no later than 60 days after rendering final services for each matter. Village reserves the right to reject any invoice that fails to conform to these instructions or this Policy.

Unless otherwise directed in connection with Village’s electronic billing program, each such statement shall set forth:

- Invoice Number
- Invoice Date
- the Village contact, case or matter name and (if applicable) claim or file number, each on its own sheet;
- the billing period involved;
- the firm's address and FEIN;
- a detailed description of each task performed in single-activity time entries, including the date it was performed and who performed it, their rate, the time expended and charged for each task.
- billing in 0.1 hour increments (activities taking less than 0.1 hour should not be billed);
- for fees or expenses requiring pre-approval, the name of the authorizer, and for expenses, a detailed itemization of each expense;
- a summary showing the name, rate, total hours/charges, title (*e.g.*, partner, associate) of each staff member billing and total savings from discounts during (a) that period and (b) the life of the matter; and
- if a budget has been required, the budget for the matter and the amount remaining in the budget after payment of all bills.

Generic descriptions such as the following are not acceptable for billing purposes:

- |                                      |                            |
|--------------------------------------|----------------------------|
| • attention to matter                | • prepare for meeting      |
| • motion work                        | • telephone call           |
| • review case and issues             | • work on discovery        |
| • work on project or case conference | • discovery                |
| • pleadings                          | • receive/review documents |
| • review correspondence              | • trial preparation        |
| • work on file arrangements          | • research                 |
| • meeting analysis update strategy   |                            |

If requested by the Village Representative, Village Attorney is required to submit, by matter, an estimate of all services and disbursements to be billed for a given month, which will include the total amount of services and disbursements to be invoiced and such other additional information as the Village Representative may specify.

## **17.) AUDIT RIGHTS**

Village may review and audit back-up documentation for each engagement of Village Attorney, including supporting time sheets.

## **18.) RECORD RETENTION**

Village Attorney should retain all records pertaining to its engagements by Village for a minimum time period of five (5) years from final billing and Village must pre-approve any destruction of such records.

All billing statements must be in accordance with this document in order to be processed for payment. Any questions concerning this document should be addressed to the Village Representative. Village reserves the right to amend this document at any time.

Acknowledgement Form

I have read, understand and will adhere to the Retention and Billing for Village Attorney document.

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[Lead Counsel's Name]

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[Firm's Name]

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[Signature]

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[Date]