

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL LEGAL SERVICES AGREEMENT BETWEEN
THE AURORA ELECTION COMMISSION AND
BOND, DICKSON & ASSOCIATES, P.C.**

July 29, 2015

Resolution No. 2015-06

RECITALS

WHEREAS, the Aurora Election Commission (“ELECTION COMMISSION”) is a body politic and corporate, organized and existing pursuant to the Election Code, 10 ILCS 5/1-1, *et seq.*; and

WHEREAS, the ELECTION COMMISSION is authorized and empowered, pursuant to the Illinois Election Code, 10 ILCS 5/1-1, *et seq.*, to pass resolutions for the purpose of carrying out its statutorily enumerated duties and responsibilities and those powers reasonably inferred therefrom; and

WHEREAS, it is necessary for the Aurora Election Commission (“ELECTION COMMISSION”) to require legal representation and legal counsel on various matters affecting the ELECTION COMMISSION; and

WHEREAS, the ELECTION COMMISSION’S Board of Election Commissioners has determined that it is reasonable, necessary and desirable to engage the services of a legal counsel to assist the ELECTION COMMISSION concerning various matters affecting the ELECTION COMMISSION; and

WHEREAS, Bond, Dickson & Associates, P.C., has agreed to provide the legal services as set forth in the Professional Legal Services Agreement, which is attached hereto and incorporated herein as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED by the Board of Election Commissioners of the Aurora Election Commission as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The Commissioners are hereby authorized and directed to execute, on behalf of the

ELECTION COMMISSION, and the Executive Director is hereby authorized to attest thereto, the Agreement hereto and incorporated herein entitled "Professional Legal Services Agreement."

3. The Commissioners, Executive Director, and Attorney for the ELECTION COMMISSION are hereby authorized to take such action as may be necessary to carry out the terms of said Agreement.

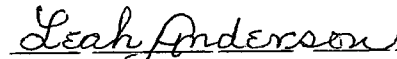
4. The Executive Director is hereby directed to transmit a certified copy of this Resolution to the Attorney for the Election Commission at 400 S. Knoll, Unit C, Wheaton, Illinois 60187.

5. The Executive Director is hereby directed to transmit a certified copy of this Resolution to the Office of the Chief Judge of the Sixteenth Judicial Circuit, 37W777 Route 38, St. Charles, Illinois 60175.

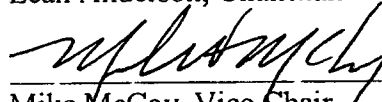
PASSED AND APPROVED by the Board of Election Commissioners of the Aurora Election Commission this 29th day of July, 2015.

APPROVED:

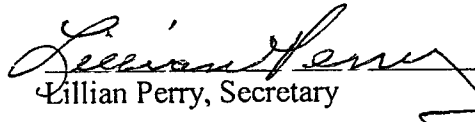
BY:



Leah Anderson, Chairman



Mike McCoy, Vice Chair



Lillian Perry, Secretary

ATTEST:

BY:


Lillian Perry, Secretary

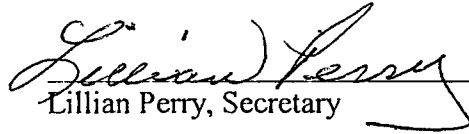
AYES: 03

NAYS: -0-

ABSENT: _____

CERTIFICATION

I, the undersigned, do hereby certify that I am the Secretary of the Aurora Election Commission, Aurora, Illinois, and that the foregoing is a true, complete and exact copy of Resolution No. 2015-06, passed and approved on July 29, 2015, as the same appears from the official records of the Aurora County Election Commission.


Lillian Perry, Secretary

AURORA ELECTION COMMISSION

PROFESSIONAL LEGAL SERVICES AGREEMENT

The AURORA ELECTION COMMISSION (hereinafter referred to as the "COMMISSION") and BOND, DICKSON & ASSOCIATES, P.C. (hereinafter referred to as the "LAW FIRM") hereby enter into the following Professional Services Agreement:

WITNESSETH:

WHEREAS, the COMMISSION is a governmental entity authorized by State statute to enter into agreements for professional legal services; and

WHEREAS, the COMMISSION desires to engage an attorney to perform certain legal services on behalf of the COMMISSION; and

WHEREAS, the LAW FIRM possesses an expertise and practice concentration in the area of election law and local government representation; and

WHEREAS, the COMMISSION has determined that it is in the best interests of the COMMISSION to formerly contract for the professional legal services to be performed on behalf of the COMMISSION; and

WHEREAS, the COMMISSION and LAW FIRM desire to enter into an Agreement for Professional Legal Services memorializing the contractual terms, conditions and professional services to be provided in an amount not to exceed the Budgeted Amount of \$65,000.00 per Budget Year.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto covenant and agree as follows:

- Section 1: The foregoing recitals shall be, and are hereby incorporated herein, as if fully set forth within this Section 1.
- Section 2: LAW FIRM hereby represents and warrants that all attorneys in the LAW FIRM are duly licensed attorneys at law, licensed to practice in the State of Illinois and the United States District Court for the Northern District of Illinois. Further, at least one of the Principals in the LAW FIRM is duly authorized to practice before the Supreme Court of the United States.
- Section 3: LAW FIRM shall, at all times, act on behalf of and in the best interests of the COMMISSION and shall exercise all efforts to protect the interests of the COMMISSION and to zealously represent the interests of the COMMISSION in accordance with the law.

Section 4: LAW FIRM agrees to perform, in a timely manner, all legal services required by the COMMISSION, or its designated representative, including, but not limited to:

- Advising the COMMISSION on legal matters; and
- Advising the COMMISSION in matters relating to litigation, including handling of lawsuits brought against the COMMISSION and actions taken by the COMMISSION, when deemed in its best interest, including representation before the state and federal trial and appellate courts, or any other tribunal; and
- Preparing legal opinions, legal memoranda, and reports to the Board involving COMMISSION matters, including periodic Litigation Reports, Case Status Reports and Project Status Reports; and
- Reviewing all agreements entered into by the COMMISSION, including goods and services purchased by the COMMISSION, upon direction; and
- Representing the COMMISSION'S interest in any and all election filings and other matters, including attending evidentiary hearings and preparing recommendations to the COMMISSION; and
- Preparing resolutions or other documents necessary to enact measures taken by the COMMISSION, upon direction; and
- Attending all regularly scheduled meetings of the COMMISSION and special meetings, as requested; and
- Attending to all Election Day and Pre-election Day activities.

Additionally, LAW FIRM will provide those services not specifically delineated above which, from time to time, are requested by the COMMISSION, including training of staff, local election officials and others on behalf of the COMMISSION.

Section 5: The LAW FIRM shall be available during normal business hours for consultation with COMMISSION officials and designated staff members and at such other times as may be requested by the COMMISSION, including evenings, weekends and holidays, as required.

Section 6: The LAW FIRM shall serve the COMMISSION as an independent contractor. No liability or benefits such as worker's compensation rights or liabilities, arising out of any employer/employee relationship to which the COMMISSION is a party, shall accrue to the LAW FIRM as a result of this Agreement.

- Section 7: LAW FIRM represents and warrants that it will refrain from any conduct or representation which can in any way result in a conflict of interest as set forth in the Illinois Rules of Professional Conduct.
- Section 8: Any and all contracts, memoranda, procedures and other work product prepared by the LAW FIRM in connection with its representation of the COMMISSION shall become the property of the COMMISSION.
- Section 9: The COMMISSION agrees, in consideration of the foregoing, to compensate the LAW FIRM for the services rendered as follows:
- (a) One Hundred Ninety-five and 00/100 Dollars (\$195.00) per hour for COMMISSION representation, including office work, legal research, memoranda preparation, correspondence preparation, telephone calls and other related tasks. Routine telephone calls to the Executive Director and review of Legislative Reports shall not be charged to the Commission. Training Programs will be billed on a flat fee per program basis.
 - (b) Two Hundred Twenty-five and 00/100 Dollars (\$225.00) per hour for court appearances.
 - (c) One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per day for all election day activities including, but not limited to, pre-election matters, election matters, and post-election matters, per attorney assignment.
 - (d) The COMMISSION will be charged for postage, courier services, mileage, travel expenses, photocopies, and other routine office charges attributable specifically to the Commission.
- Section 10: Legal services shall be invoiced on a monthly basis, based upon contemporaneous billing records maintained by the LAW FIRM setting forth the date the work was performed, detailing the work or task performed, indicating the time expended and identifying the individual performing such work.
- Section 11: This Agreement shall commence and take effect on the 1st day of August, 2015, and shall continue in full force and effect up through and including the 31st day of July, 2016, subject to annual renewal by the COMMISSION. The COMMISSION may unilaterally terminate this Agreement, without cause, upon thirty (30) days written notice to LAW FIRM.
- Section 12: This writing contains the entire agreement of the parties. No further representations are made other than those expressly set forth herein.

AURORA ELECTION COMMISSION

**BOND, DICKSON & ASSOCIATES,
P.C.**

BY: *Leah Anderson*
LEAH ANDERSON, CHAIRMAN

Patrick K. Bond
PATRICK K. BOND

Michael McCoy
MICHAEL MCCOY, VICE CHAIRMAN

Lillian Perry
LILLIAN PERRY, SECRETARY

ATTEST: - 0 -

Lillian Perry

Date: 29th day of July, 2015