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September 28, 2016

Mr. Steve Gulden
Village Manager
Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

RE: Engagement for Legal Services

Dear Mr. Gulden:

Per our discussion, you are implementing changes to your towing violation program and so will need a Hearing Officer. I understand that the Hearing Officer will likely also deal with administrative adjudications of ordinance violations early next year. This letter is to formalize the arrangement.

Undertaking

John M. O'Driscoll is hereby engaged to perform the services of Hearing Officer for administrative adjudication of towing ordinance violations. It is understood that the Village is likely to expand the adjudications to other local ordinance violations. The scope of this engagement shall include that adjudication expansion. He may perform such other related functions as agreed between the parties from time to time. If John O'Driscoll is not available on a particular date, he will assign another member of his law firm to cover the hearing.

Fee and Billing Statements

Initially the Village shall pay the hourly rate of \$225/hour for these services. It is understood that the parties may change to a monthly flat fee as the administrative adjudication program evolves. Any such change will be agreed to in writing. Our statements are prepared the month after services are rendered and costs advanced. Invoices are to be paid within thirty(30) days of receipt, unless other arrangements have been made in advance with the firm.

Terms of Engagement

Either of us may terminate the engagement at any time for any reason by written notice, subject, on our part, to applicable Rules of Professional Conduct. In the event that we

terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

In the event that we terminate representation due to non-payment of our statements, and as result thereof, it becomes necessary for us to file suit or engage a collection agency for the collection of our fees, you agree to pay all of our related costs and expenses incurred in said collection, including reasonable attorneys' fees.

Following termination, any non-public information you have provided to us will be returned to you upon your written request. Our own files, including attorney work product pertaining to this matter, will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after termination of the engagement.

In the unlikely event there is any dispute between us involving this agreement that we cannot resolve between us, you agree to submit such dispute to binding arbitration before the Illinois State Bar Association's Voluntary Fee Arbitration Committee. The parties agree to submit to the venue and jurisdiction of Will County, Illinois.

Client Responsibilities

By agreeing to and accepting our representation as described herein, you agree to fully cooperate with us and to promptly provide all information known or available to you relevant to our engagement. The Village will provide audio taping equipment, proposed forms, and necessary equipment and personnel. You also agree to pay our statements for services rendered and charges in accordance with the terms of this letter.

Indemnification

The Village shall defend, indemnify and hold Tressler LLP harmless from any and all claims brought by third parties against Tressler, its principals and employees for acts or omission arising out of the Village's administrative adjudication program. This includes, but is not limited to, any claims for administrative review of the Hearing Officer's services.

Non-Discrimination

In all hiring or employment by TRESSLER pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. TRESSLER agrees that no

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person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

Notices

If to Village:

Mr. Steve Gulden
Village Manager
Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

If to Tressler LLP:

Mr. John M. O'Driscoll
Tressler LLP
2600 East 107th Street
Suite 100
Bolingbrook, IL 60440

Tax Identification Number

Tressler LLP's Tax Identification Number is 36-3447958.

Conflict of Interest

TRESSLER represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of TRESSLER or this Agreement; (2) as of the date of this Agreement neither TRESSLER nor any person employed by TRESSLER has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) there is no conflict of interest as contemplated by RPC 1.7, 1.8, or 1.9.

No Collusion

TRESSLER represents and certifies that (1) TRESSLER is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless TRESSLER is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

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Sexual Harassment Policy

TRESSLER certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

If the above and foregoing meets with your approval, kindly sign the acknowledgment copy of this letter and return it to the undersigned. We look forward to servicing your administrative adjudication program and we can assure you that we will put forth our best efforts.

Sincerely,

John M O'Driscoll JMO

John M. O'Driscoll

JMO/des/394883

I have read the foregoing agreement and understand its contents. I consent to the terms and conditions set forth above.

APPROVED AND AGREED THIS _____ DAY OF OCTOBER 2016
