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# OTTOSEN BRITZ KELLY COOPER GILBERT & DiNOLFO, LTD.

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August 6, 2018

Mr. Stephen Gulden, CPRP  
Village Manager  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville, Illinois 60446

**RE: Engagement Letter for Forensic Audit**

The Law Firm of OTTOSEN BRITZ KELLY COOPER GILBERT & DINOLFO, LTD. is pleased to confirm our understanding of the terms and objectives of our engagement, and the nature and the limitations of the legal services the Firm's attorneys will provide, for the VILLAGE OF ROMEOVILLE.

**CLIENT:** The client for purposes of this Agreement will be the VILLAGE OF ROMEOVILLE ("the Client.")

**SCOPE:** The Client does hereby retain the law firm of Ottosen Britz Kelly Cooper Gilbert & DiNolfo, Ltd. (the "Firm"), comprised of attorneys licensed to practice law in the State of Illinois, to serve as the legal counsel for the Client. While serving as legal counsel, the Firm shall represent the Client as it pertains to the Forensic Audit.

**DUTIES OF THE PARTIES:** The Firm agrees to provide legal services within the standard of care of attorneys practicing law within the State of Illinois. The Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of developments affecting the representation of the Client, to abide by the terms of this Agreement, to pay the Firm's bills on time, and to keep the Firm advised of any change to its address and other contact information.

**TERM:** This Agreement shall be in effect until FORENSIC AUDIT IS CONCLUDED. Either the Client or the Firm may terminate the Firm's engagement at any time for any reason without notice to the other; however, the Firm's right to terminate may be limited by the applicable provisions of the Illinois Rules of Professional Responsibility. In the event the Firm terminates this Agreement, the Firm will take such steps as may be reasonably practicable to protect the Client's interests. If a court or administrative agency requires permission for withdrawal, the Firm will promptly apply for that permission, and the Client will engage successor counsel to represent the Client.

**PERSONNEL:** Stephen H. DiNolfo will be the principal attorney responsible for coordinating the forensic audit matter for the Client. The Firm shall have reasonable discretion to delegate portions of the legal work and responsibilities to other attorneys and/or staff employed by the Firm. In addition, if in the opinion of the Firm, it is necessary for the timely or proper handling of a matter, the Firm may on behalf of the Client, with the Client's consent, retain court reporters, expert witnesses or advisors.

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**FEES:** The legal fees associated with the work under this Agreement will be based on the time spent on matters, including reasonable travel time. The Firm's hourly billing rates for attorneys providing the legal services provided hereunder shall be \$225 per hour. The Firm's hourly billing rates for non-attorneys providing legal services hereunder shall be \$150 per hour for administrative staff and paralegals and \$160 per hour for law clerks. The fee for this matter will be at a maximum cap of \$25,000.00 which includes an accounting firm.

The minimum billing increment of time to be billed by the attorney performing services shall be one-tenth of any hour. Communications by telephone or by e-mail shall be billed at no less than three-tenths of an hour; written correspondence shall be billed at no less than five-tenths of an hour.

**COSTS AND EXPENSES:** In the course of providing legal services for the Client, the Firm may incur costs and expenses. The Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees set forth in this Agreement. Such costs and expenses may include, but are limited to, fees fixed by law or assessed by third parties, such as public agencies (including fees imposed by the courts or administrative agencies for such items as recording or certifying documents, and filing fees); process servers; couriers, messengers, overnight delivery, and other delivery fees; witnesses and expert witnesses; IME physicians and related medical testing; court reporters; postage; document fees; and photocopying and other reproduction costs. These expenses may also include, but are not limited to, charges for electronic legal research, transcripts, and investigations. The Firm shall bill the Client for such costs as they are accrued or forward the invoices for such services to the Client for direct payment to a third party.

**BILLING:** The Firm shall submit billings on a monthly basis. All billings shall be due and payable in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

**CONFLICTS:** Whenever the Firm shall report to the Client that it has a conflict of interest with respect to any matter, the Client shall either appoint a special counsel to represent the Client at its expense in connection with such matter or waive the conflict and direct the Firm to represent the Client notwithstanding the conflict. Any waiver of a conflict, or possibility of conflict, or appearance of conflict shall be made by and with the approval of the Board. However, it shall not constitute a breach of this Agreement for the Firm to decline to represent the Client on any matter which the Firm has a conflict of interest which cannot be waived under the applicable standards of legal ethics, the Code of Professional Responsibility adopted by the Illinois Supreme

Court, or rules of any court in which the matter may be pending, and which the Firm cannot eliminate or avoid at such time.

**ACKNOWLEDGEMENT:** This Agreement sets out the entire agreement and understanding between the Client and the Firm with respect to the representation and supersedes and cancels any prior communications, understandings and agreements, both written and verbal, between the parties with respect to this Agreement.

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Please indicate your acceptance of the above understanding and terms of this Agreement by signing below. The Firm appreciates the opportunity to provide legal services to the VILLAGE OF ROMEVILLE and looks forward to working with you.

Very truly yours,

**OTTOSEN BRITZ KELLY COOPER GILBERT & DiNOLFO, LTD.**

  
\_\_\_\_\_  
Stephen H. DiNolfo, Shareholder

**TERMS OF ENGAGEMENT LETTER APPROVED:** This Legal Services Engagement Letter correctly sets forth the understanding of the VILLAGE OF ROMEVILLE.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_