

JONES DAY

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JP025568

January 2, 2019

VIA ELECTRONIC MAIL

Joseph La Margo
Village of Orland Park
14700 Ravinia Avenue
Orland Park, Illinois 60462

Re: Engagement Letter - Internal Investigation

Dear Joe:

Thank you for retaining Jones Day. We are pleased that you have sought our counsel, and we look forward to assisting you on the matter described below. This letter sets forth the scope and terms of our engagement. We are available to discuss any of these matters with you.

1. Scope of Engagement and Client Relationship

You have asked us to represent the Village of Orland Park. We will be representing the Village of Orland Park in an internal investigation into potential irregularities in the obtaining of bids and relationships with outside vendors, and Requests for Proposals. While Jones Day enjoys broad relationships involving multiple matters for many clients, we do not act as general counsel for clients and our work and advice is limited to the specific matters on which we are engaged. Thus our relationship may expand beyond the matter described above, but only if you and we agree to specific new or expanded engagements.

It is important to emphasize that we are entering into an attorney-client relationship only with the Village of Orland Park. That is, unless you and we agree otherwise, Jones Day is not representing any direct or indirect affiliate of the Village of Orland Park. If you believe that the Village of Orland Park's personnel or any of its affiliates are unclear regarding the scope of our representation, please advise them that Jones Day does not represent them or, if you prefer, let us know so we can explain the scope of our engagement to them.

2. Staffing

You are the person with responsibility for overseeing this matter and to whom we will report. Indeed, unless otherwise instructed or approved by you as the Village Manager, you are the only person at the Village to whom we will communicate. I will have primary responsibility

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for this matter, and will rely on other lawyers at Jones Day to work as a team as we handle the necessary work on the matter. I will be the attorney generally responsible for our overall relationship with you, including matters related to billing and staffing. Our goal is to stay in close contact with you over the course of our engagement as we seek to provide the Village of Orland Park with timely, high quality legal services in a cost-efficient manner.

3. Potentially Adverse Representations or Conflicts of Interest: Advance Waiver

Jones Day represents many clients on a wide variety of matters in a number of different practice areas. A further description of our Firm and areas of practice is available on our website, at www.jonesday.com.

Just as you in the future may ask us to represent the Village of Orland Park in a matter that is directly adverse to one of our other clients, it is possible Jones Day will be asked in the future to represent another client in a matter that is directly adverse to you. We want you and our other clients to be able to choose Jones Day as their counsel on matters where it is appropriate to do so. Accordingly, you agree that Jones Day in the future may represent any existing or future client in any matter (including transactions and counseling, as well as litigation or other dispute resolutions) that is directly adverse to the Village of Orland Park. Your agreement to this waiver is based on two understandings as follows. First, Jones Day will not represent another client adverse to you in a matter that is substantially related to any of the matters that we are handling for you. Second, to the extent Jones Day does represent a client adverse to you, Jones Day lawyers or other service providers who are then working for the Village of Orland Park will not work on that adverse matter for that other client and we will take steps to ensure that your confidential information is not shared with our lawyers or other time keepers involved in that adverse matter.

You also confirm that your agreement to this prospective waiver is voluntary and that you intend for it to be effective and enforceable and for Jones Day to rely upon it.

4. Compensation and Disbursements

Generally, our fees are determined by the time devoted by each lawyer or other timekeeper involved in the engagement and the hourly billing rates assigned to each such person. Currently, hourly rates for our lawyers who are likely to be working on this matter range from \$900 to \$500. However, we have agreed to provide the Village of Orland Park a discount of 10% total billings. Our hourly rates are revised periodically, and we may revise them from time to time during the course of our representation of the Village of Orland Park.

Unless we specifically agree in writing to the contrary, any fee estimate, budget, or projection of hours is not a commitment to cap our fees or perform the services within a fixed

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amount of time or for a fixed fee. In matters that entail extraordinary risks, efforts or results, the Firm may request that the Village of Orland Park pay a supplemental fee in addition to our billings based on hourly rates to account for such risks, efforts or results.

In addition to our fees, we expect the Village of Orland Park to defray direct costs and expenses incurred during our representation. We will inform you, the Village Manager, when our fees and expenses reach \$15,000. A description of our Disbursements and Charges Billing Policies is enclosed. Please note that although our charges for non-cash costs incurred by the Firm reflect our good faith estimate of our actual, fully absorbed, out-of-pocket costs, those estimates may differ from our actual costs. Normally, disbursements and charges will be subject to reimbursement from the Village of Orland Park in the monthly billing cycle. In some circumstances, however, such as in the case of particularly large items, we may ask the Village of Orland Park to pay disbursements and charges directly or in advance.

We will submit billing statements to you on a monthly basis; all statements are due and payable upon presentation. If you have any question or concern about any billing statement, we ask that you raise it with us promptly upon your receipt of the statement. We may require a retainer at any time, which we will apply to any unpaid fees, disbursements and charges or as otherwise agreed with the Village of Orland Park. Any unused portion of a retainer is fully refundable when our representation is completed or terminated.

5. Audit Letter Issues

Our policy is to comply with the American Bar Association Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information regarding the scope and content of responses to requests to provide information to auditors, except when such ABA Policy is clearly inapplicable.

6. Procedures upon Termination: Return of Documents: Intellectual Property

Unless earlier terminated by you or us, our attorney client relationship will end once we have completed our last assignment for you. As we complete specific matters for you, Jones Day will close its file numbers for those matters. Once we have completed our work on a particular assignment, and at your request, we will return any of your property that might be in our possession. Consistent with our professional obligations, we also may keep copies of core documents and pleadings, as well as our own property relating to the matter, including lawyer work product, notes and administrative records, whether in an electronic or hard copy format.

You agree that Jones Day will be free, on the later of the date set by bar requirements applicable to Illinois or seven years after the end of our relationship, to destroy or otherwise

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dispose of any documents or other materials, including electronic versions, relating to your representation and still in our possession without further notice to you.

We may retain all intellectual property and other know-how that we develop in the course of representing you, including subject matter expertise, whether or not preserved in written or electronic form. We may use that property in the course of representing other clients, so long as none of your confidential information is disclosed.

We look forward to representing you. Please sign and return to us the enclosed copy of this letter in order to confirm that it accurately reflects the scope, terms and conditions with respect to this engagement. If you would like to discuss any of these matters, please give me a call.

Very truly yours,

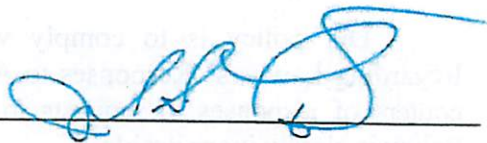
/s Bethany K. Biesenthal

Bethany K. Biesenthal

On behalf of the Village of Orland Park, I agree to the terms of this letter and confirm that it accurately reflects the scope and terms of this engagement and that I am authorized by the Village of Orland Park to sign this letter on its behalf.

Dated: January 2, 2019

Signature: _____



Name: _____

Joseph S. LaMargo

Title: _____

Village Manager