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February 3, 2022

PERSONAL & CONFIDENTIAL

Village of Poplar Grove
c/o Attorney Roxanne Sosnowski
6735 Vistagreen Way, #300
Rockford, IL 61107

Re: Retention of HolmstromKennedyPC

Dear Attorney Sosnowski:

Thank you for proposing that HolmstromKennedyPC serve as legal counsel for the Village of Poplar Grove, Illinois (the "Village") for the purpose of conducting an independent investigation of a complaint received in order to determine the legal viability of any claims based on the concerns raised, and thereby to provide legal advice to the Village in light of the prospect of litigation, administrative proceedings, or other legal action.

This letter describes the proposal by which HolmstromKennedyPC would provide these legal services to the Village and how we would be compensated for our services.

Please be assured that we will do our utmost to serve you effectively and will strive to represent the Village's interests professionally and efficiently. I will have primary responsibility for the Village's representation. From time to time, I may, in the exercise of my professional judgment, utilize other attorneys and assistants in our office. If you have questions, please contact me at once.

Scope of Work.

I propose to conduct an investigation of the complaint that has been received from an elected official for the purpose of providing the Village with legal advice. These services normally would include the following elements: (1) one or more interviews with the individual lodging the complaint, to determine the substance and scope of the concerns being raised and thereby assess the factual merits and legal viability of any legal claims; (2) if appropriate, interviews with other individuals to further assess the factual merits and legal viability of any legal claims; (3) one or more interviews with the individual against whom the complaint has been made, to obtain responses to the concerns being raised and further assess the factual merits and legal viability of any legal claims; and (4) the provision of legal advice to the Village based on the information received.



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Confidentiality, Attorney Work Product and Attorney-Client Privilege.

As noted above, my proposal is to represent the Village (rather than any of its officers or employees) for the purpose of providing legal advice. In accordance with guidance from the Equal Employment Opportunity Commission, I propose that the investigation be conducted as confidentially as possible. Although complete confidentiality cannot be guaranteed, the individuals interviewed will be asked to keep our discussions confidential in order to preserve the integrity of the investigation.

As there is a threat of litigation, administrative proceedings, or other legal action, I will consider any notes I make in the course of providing the services to be “attorney work product”.

Except for any interviews needed to gather information on which my legal advice will be given, all communications will be with you, as the Village’s attorney, or other members of the Village’s “control group” for purposes of this matter, including only those individuals: (1) who may be considered “top management” in that they have the ability to make a final decision on the Village’s behalf in this matter; and (2) whose advisory role to such “top management” in a particular area is such that a final decision would not normally be made without their opinion, and whose opinion in fact forms the basis of any final decision by those with actual authority.

Our Hourly Rate Arrangement.

Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. Hourly rates for attorneys and legal assistants vary from \$200.00 to \$435.00. My current hourly rate is \$420.00. However, I propose to charge the Village at the rate of **\$250.00** per hour. You may request a schedule of hourly rates for all of our attorneys at any time.

We review all invoices before they are issued so that we can be satisfied with the appropriateness of the charges. Most invoices for services are primarily the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work. Letters typically are billed at a minimum of .30 of an hour and telephone calls and e-mail messages are generally billed at a minimum of .20 of an hour. This amount has been arrived at as a result of calculating the time involved in reviewing the file to dictate the letter or respond to the call or e-mail in addition to the time required to consider the problem arising from or to be dealt within the communication.



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Expenses.

We will seek prior approval before incurring any out-of-pocket expenses that will be billed to the Village.

Payment of Invoices.

Our invoices generally will be prepared and mailed following the month in which services are rendered and costs advanced. We expect payment of any outstanding charges within 30 days after the invoice date. We may withdraw from representing the Village if our invoices are not paid in a timely fashion. Interest will be charged at the rate of 18% per annum, calculated daily, on all unpaid outstanding balances aged more than 30 days. If it becomes necessary to file suit to collect our fees, the Village agrees to pay all attorneys' fees expended, including those incurred prior to filing suit.

Insurance Coverage.

If you have not done so already, you should check with the Village's insurance agent to determine whether there is coverage for this matter. If you need assistance in determining whether coverage may exist, please contact us at your earliest convenience, as many policies require that notice of a claim be given within a very short period of time after notice of the claim is received. If we do not hear differently from you, we will understand that the Village does not have coverage for the claim, and that it has retained us directly.

E-mail Communications.

We will communicate with you, or with others authorized by you, via unencrypted e-mail and mobile telephone service regarding your confidential legal matters. You understand that such communications could be intercepted and/or read by others, agree to accept such risk and hold us harmless of any damages that might result from such communications intercepted or read by others.

File Destruction Policies.

HolmstromKennedyPC has a file destruction policy pursuant to which certain records and documents are destroyed immediately upon the closing of a file and all records and documents are eventually destroyed. If you require copies or original records or documents from your file, please notify us prior to the completion of our engagement.



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Termination of Relationship.

Either the Village or HolmstromKennedyPC may terminate our relationship at any time and for any reason. Should either of us exercise this right to terminate our professional relationship, the Village will be charged only the fee expenses (time charges and disbursements plus any late charges or collection costs) incurred during the time of our representation of the Village's interests.

Other Acknowledgements.

By signing this agreement, the Village is acknowledging that that individual signing the letter has been duly authorized to do so. The signature also acknowledges that appropriate representatives of the Village have read this agreement in its entirety, have had full opportunity to consider its terms, have had a full and satisfactory explanation of same, and fully understand and agree to these terms.

The Village also acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement. The Village confirms that we have made no guarantees in the disposition of any phase of the matter for which it has retained HolmstromKennedyPC.

If this agreement meets with the Village's approval, kindly have it signed as indicated on a copy of this letter and return the same to me, keeping the original for your records. ***If you have any questions whatsoever, or if you do not understand and agree to these terms, please do not sign this agreement.***

On a personal note, I am very pleased that the Village will consider our firm to represent it in this matter, and sincerely respect the confidence which it has placed in us. We look forward to serving the Village and shall use our best efforts on your behalf.



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If you have any questions, please feel free to call me.

Very truly yours,

Roberta L. Holzwarth

READ AND AGREED:

The Village of Poplar Grove, Illinois

By: _____
Its Duly Authorized Representative and
Agent in Fact

Dated: _____