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July 22, 2021

Village Board of Trustees  
Village of Homer Glen  
14240 W. 151<sup>st</sup> Street  
Homer Glen, IL 60491

Re: *Legislative Counsel Legal Services for the Village of Homer Glen*

Dear Village Board of Trustees:

This letter will confirm that Odelson, Sterk, Murphey, Frazier, & McGrath, Ltd. will represent the Village Board of Trustees of the Village of Homer Glen (the “*Village*”) as Legislative Counsel, in connection with the services set forth below and in the attached “Terms of Engagement for Legal Services,” and under the following terms and conditions:

1. Scope of Services. Our representation will include such legislative counsel services to the Trustees of Homer Glen. To the extent applicable, any litigation matters assigned will be previously agreed upon under a separate retention agreement tailored specifically for that matter.
2. Fees and Charges. Our services for these matters will be charged at the hourly rates set forth below, together with out-of-pocket costs and disbursements.
  - (a) Fees. Our time will be billed at the hourly rate of \$185.00/hour. We may assign any lawyer or legal assistant within the firm to handle certain tasks, as we deem appropriate.
  - (b) Reimbursement Costs. If applicable, costs and disbursements will be billed to you at our actual cost, and may include court fees, court reporter and transcription costs, messenger, special mail or overnight delivery services, outside duplication costs, and computerized legal research fees.
  - (c) Invoices. Detailed invoices will be submitted monthly. We will provide further substantiation of fees and charges as may be required from time to time. Our invoices are due and payable within thirty (30) days of the date of the invoice. Your failure to timely pay all invoices submitted constitutes good cause for us to withdraw from representation.

3. Limitation and Control of Services. It is understood that the services we will render hereunder are at your express authorization and direction. It is anticipated that such authorization and direction will be given orally or written by you.

If the foregoing correctly sets forth the understanding between the Trustees of Homer Glen and Odelson, Sterk, Murphey, Frazier & McGrath, Ltd., please execute the enclosed copy of this letter as indicated and return it to us as soon as possible.

Please be aware that this letter is intended to create a legally binding agreement pursuant to Illinois law.

We look forward to working with you.

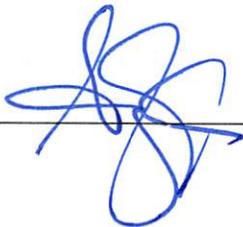
Very truly yours,  
**ODELSON, STERK, MURPHEY,  
FRAZIER & McGRATH, LTD.**

/s/Burton S. Odelson  
Burton S. Odelson

**CLIENT ACKNOWLEDGMENT & ACCEPTANCE**

The Village of Homer Glen understands and agrees to the terms of this Engagement Letter for Legal Services to act as Legislative Counsel for the Village of Homer Glen Board of Trustees.

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



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

9-8-21

## TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis of which Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. ("*Firm*") bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies of the Firm which govern the relationship between the Firm and its clients. Unless modified in writing by mutual agreement, these terms will be an integral part of the agreement between the parties. Please review these Terms of Engagement for Legal Services ("*Terms*") carefully and contact us promptly if you have any questions.

### **BILLING ARRANGEMENTS, FEES AND TERMS OF PAYMENT**

The Firm shall submit invoices to our clients monthly during our engagement. This procedure ensures our clients have a current understanding of our charges and can budget legal expenses. Invoices are influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing.

The Firm will keep accurate records of the time devoted to the particular matter, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, and other related matters. Firm time is recorded in units of one quarter of an hour. The hourly billing rates of attorneys and paralegals/law clerks in the Firm are as follows: attorney rate of \$185.00 per hour; and paralegal rate of \$95.00 and law clerk rate of \$60.00 per hour.

Clients are also billed for direct expenses incurred in connection with handling their matters, such as special mail services, messenger, and overnight delivery services; for advances incurred on behalf of a client such as filing fees, court reporters, arbitrators consulting fees, and printing, computerized legal research, and travel expenses. Where significant expenses are involved, the Firm may request that the client pay the cost directly.

The Firm is often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever requested, we will furnish such an estimate based upon the Firm's professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation. The ultimate cost may be more than the amount estimated.

Payment of invoices shall be paid within thirty (30) days of the date of the invoice, as delayed payment adds to the Firm's overall costs of providing services. In addition, the Firm reserves the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we are involved and subject to only our ethical obligations, if any invoice remains unpaid for more than ninety (90) days after the date of the invoice.

## **PROVISION OF LEGAL SERVICES**

The retention of a lawyer does not insure that the desired outcome will be achieved. The Firm cannot guarantee the results of its services. Rather, the Firm will, at all times, act on your behalf to the best of our availability, and will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness, and preparation necessary to handle the client's matters. Any expressions on our part regarding the outcome of legal matters are expressions of our best professional judgment, but are not guaranties. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

## **CLIENT RESPONSIBILITIES**

The Firm expects the client to be actively involved with the matter we are handling for them, to participate in meetings, and to provide whatever information and cooperation may be necessary. We also expect that the information the Firm receives from the client will be accurate and complete. If a client does not cooperate with the Firm or provides the Firm with information which is incomplete or inaccurate, the Firm reserves the right to withdraw as attorneys for the client.

## **TERMINATION**

Client may terminate our representation at any time, with or without cause, by notifying the Firm. Client termination of Firm services will not affect its responsibility for payment of legal services rendered and additional charges incurred before termination and in connection with an orderly transition of the matter.

The Firm is subject to the rules of professional responsibility for the jurisdiction in which the Firm practices, which list several types of conduct or circumstances that require or allow the Firm to withdraw from representing a client, including for example nonpayment of fees or costs, misrepresentation or failure to disclose material facts, action contrary to our advice, and conflicts of interest with another client. The Firm tries to identify in advance and discuss with our clients any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, the Firm shall provide written notice to the client of such withdrawal.

Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you shall be the property of Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. You may have copies at any time during our representation of you. Upon termination of the engagement and upon request, the Firm will return your property to you within thirty (30) days of such termination. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions as well as any addition terms and conditions set forth in the accompanying engagement letter. If any term contained herein is unacceptable to you, please advise the Firm now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

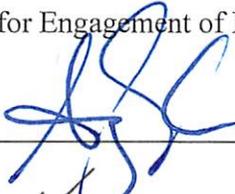
Please indicate your receipt of the Terms and your approval of the terms herein by signing this document where indicated below and returning a copy to the Firm by email to [attyburt@osmf.com](mailto:attyburt@osmf.com). Please retain a copy for your records.

Respectfully,

**ODELSON, STERK, MURPHEY,  
FRAZIER & McGRATH, LTD.**

/s/Burton S. Odelson  
Burton S. Odelson

Terms for Engagement of Legal Services APPROVED and ACCEPTED:

By: 

Its: MAYOR

Date: 9-8-21