

**AGREEMENT REGARDING ANCEL GLINK, P.C.
TERMS OF LEGAL REPRESENTATION**

Ancel Glink, P.C. (“we” or the “firm”) is pleased to work with you as your legal counsel.

The purpose of this Agreement is to, upon execution: (1) establish an attorney client relationship between the firm and the Village of Homer Glen (“you”); (2) define the scope of the firm’s representation of you; and (3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This Agreement includes the attorneys who will primarily be assigned to work with you, our hourly rates for 2026, and certain other information about our firm and representation.

Scope of Engagement. Our engagement and the services that we will provide to you are as your special counsel limited to consultation related to Secretary of State Inspector General. Any changes in the scope of our representation as described in this Agreement must be approved in writing. We will provide services of a strictly legal nature related to the matters for which we represent you as your attorneys. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified by us in writing.

Under Section 975 of the Dodd-Frank Act, Ancel Glink, P.C. does not hold itself out as a financial advisor or a financial expert regarding the issuance of municipal securities or municipal financial products and any advice, recommendation or opinion expressed by the firm shall not be deemed to have been provided by a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is limited by our knowledge of the facts and based on our interpretation of the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control or which has not been disclosed to us.

Confidentiality and Related Matters. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions as discussed below or as we may discuss with you in the future regarding a particular matter. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and its lawyer. We can provide truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. We expect you will provide us with the factual information and materials we require to perform the services as your legal counsel and you will make such business or technical decisions and determinations as are appropriate. Additionally, you have an obligation to inform our firm of unasserted possible claims or of potential litigation, so that proper disclosure can be made to your auditors. Furthermore, full disclosure should be made by you to our firm of possible unasserted claims that could result in material liability.

Additionally, you should be aware that, in matters in which we represent a unit of local government, our client relationship is with the entity and not with its individual elected or appointed officials, employees, or the like. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you. The attorney-client privilege extends to the “control group” of a unit of local government, generally elected and appointed officials and senior staff. For individual litigation matters where we represent a unit of local government and its elected or appointed officials or employees as named parties, the attorney-client privilege will extend to each such person. You agree there is no conflict of interest in these matters. If we believe there is a conflict of interest, we will advise you of this.

Although we do not, as a matter of course, stamp all communications “Attorney-Client Work Product and Privileged,” you should treat them as such, subject to the discussion that follows about the Freedom of Information Act and the Open Meetings Act. Any privileged information between us should be protected from inadvertent or intentional disclosure to third parties. Such disclosure may waive the attorney-client privilege. This applies to our invoices, which may contain references to or summarize legal advice we have provided to you.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, data and record storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

We may use artificial intelligence (“AI”) related to our work for you. We will verify the accuracy of any information that is generated by AI in accordance with the Rules of Professional Conduct, guidance from national and state bar associations, and our own AI policy.

As a governmental entity, you acknowledge that you are subject to the Freedom of Information Act and the Open Meetings Act, which require certain information and activities to be accessible to the public. To the extent that we obtain any information from you or your officers, officials, and employees that is not subject to disclosure under applicable laws or that is not otherwise obtained in a public forum, we will treat such matters as confidential. On the other hand, if we obtain information in the course of our representation of you and such information would be obtainable under applicable law by members of the public, such information would not be confidential and could be disclosed to others. We will, of course, adhere to these same information disclosure principles with our other governmental and private sector clients.

If you have any questions about the attorney-client privilege at any time, please ask us for clarification.

Legal Fees. We will perform our services for you on a straight hourly basis, billed in one-quarter (.25) hour increments. Our hourly rates are determined by the experience, reputation, and expertise of the attorneys performing the services; the time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly; and the time

constraints imposed by you and other circumstances, such as an emergency matter, the need for immediate injunctive relief, or substantial disruption to other office matters. The calendar year 2026 hourly rate of our attorneys and staff who are expected to render services to you is \$250 per hour. We will keep these rates in effect until December 31, 2026. The billing rates will be evaluated and likely adjusted by our firm annually. Billing rate adjustments will be effective on January 1 of each calendar year without notice unless we mutually agree to another date. If you object to an increase in our rates, you should do so within 30 days after receiving our invoice where the rates were adjusted.

From time to time, we may be asked to provide our opinion to third parties involving the financing of certain debt by you. We may charge a flat rate relative to our opinions in these matters similar to the fees bond counsel charges for its services.

Costs and Expenses. In addition to legal fees, our invoices will include out-of-pocket expenses that we have advanced on your behalf. Advanced expenses generally will include, but are not limited to, such items as overnight express mail deliveries (e.g. UPS or FedEx); in-house and outside messenger services; fees for filing, recording, photocopying, scanning, certifications, computer aided research (Lexis and Westlaw), and registrations; and out of the area travel (with your prior approval). From time to time, we adjust these fees and they will be effective on January 1 of a calendar year.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. Of course, we will obtain your approval before incurring any such fees or expenses.

If you are involved in a litigation matter, we may also incur expenses related to electronic discovery services when processing Electronically Stored Information ("ESI"). Depending on the volume and complexity of the ESI, collection and processing may be performed in-house or by an outside vendor. We will bill you for the time of both in-house professionals and outside vendors.

In the event third party services are engaged by the firm on your behalf, and with your approval, we may ask you to pay an outside vendor invoice directly, and if you fail to do so, you agree to defend and indemnify us with respect to any claim, demands or suit brought against us as a result of your failure to pay such invoice. Payment directly by us of any such expense shall not be construed as a waiver of our right to require you in the future to pay any similar expense directly.

Billing. We bill throughout our representation on a regular basis, normally each month, for both fees and expenses. You agree to make payment within 30 days of receiving our invoice. Our invoices contain a description of the work performed, who performed the work, and the time spent on the matter.

We will give you notice if your account becomes delinquent, and you agree to bring the account current. If we are handling multiple matters for you, we require payment on all matters be kept current as a condition of continuing work. It is the firm's policy that if an invoice remains unpaid for more than 120 days, absent extraordinary circumstances and subject to legal ethics constraints, we have the right to withdraw from this engagement, and you hereby authorize us to withdraw from all representation of you. Undisputed amounts that remain unpaid for more than 120 days, are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, *et. seq.*, and interest shall accrue as set forth in Section 4 of the Act back to the original date due. 50 ILCS 505/4. If we withdraw from representing you due to unpaid invoices, you agree to pay all of our attorneys' fees and costs incurred by us to collect the amount owed. If we represent ourselves in any such litigation, you agree to pay our attorneys' fees incurred in the litigation at the hourly rates set forth above.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee arrangement.

Questions About Our Bills. We invite you to ask any questions that you have concerning a fee charged for any matter. We want you to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire and are willing to discuss with you any of the various billing formats we have available that best suits your needs. If you timely object in writing to a portion of an invoice, you agree to pay the remainder of the invoice which is not in dispute. We agree to accept such partial payment without claiming you have waived your right to contest the unpaid portion of the bill.

Relationships with Other Clients. During our engagement, we may be asked to represent a client with respect to interests that are adverse to yours or a client with interests similar to yours in the same matter. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse, or potentially adverse, to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Ancel Glink, P.C. personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Joint Projects. On a regular basis we do work for one of our local government clients that can be applied and utilized by our other clients. Often, our clients must enact new ordinances or implement new policies or procedures to comply with new or amended statutes or new court decisions. We have taken these situations as opportunities to provide real costs savings for our clients by dividing our fees between and among our many, similarly situated, government clients. We will not undertake this work for you without advance authorization.

We create standard or template forms for the required ordinances or regulations and then provide them to all of our participating local governments. The cost is then divided among all of these clients, usually as a flat fee, thus significantly reducing their respective fees when compared to what the fees would have been had the work been on a client-by-client basis. While some tailoring to each government is often needed, our clients regularly take advantage of this cost saving opportunity.

Termination. You may terminate our representation at any time, with or without cause. Our right or obligation to withdraw or terminate our representation is subject to the Rules of Professional Conduct, which list several types of conduct or circumstances that require or permit us to withdraw from a representation, including, for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, failure to cooperate, taking action contrary to our advice and conflict of interest with another client. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal and if we decide to withdraw, we usually give written notice of our withdrawal.

Unless previously terminated by you or us, the attorney-client relationship will be considered terminated upon our sending you written notice of termination. You will not thereafter be considered a current client of the firm because you remain on a firm mailing list or have appointed an attorney of the firm to serve as your registered agent or because the firm retains possession of certain of your papers or other property received in connection with the prior engagement or is identified as a required recipient of notices under a contract to which you are a party. If you later retain us to perform further or additional legal services, our attorney-client relationship will be revived subject to our standard terms of engagement in effect at that time.

The termination of this representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel. Under the applicable Rules of Professional Conduct, we are not required to release our files to new counsel unless or until you have paid all of our fees and expenses for services to date.

Retention and Disposition of Documents. At the conclusion of our representation or any matter which we are handling for you, we reserve the right to retain our files pertaining to the matter

(including attorney work product) in electronic format only. We also reserve the right to destroy paper and electronic documents after they have been maintained for seven years, regardless of whether the attorney-client relationship has terminated. If you would like us to return any paper copy files to you at the conclusion of a matter or electronic documents to you during the seven-year retention period, please contact us by email or in writing, and we will be happy to arrange for delivery of the files.

If, upon your request, we agree to provide you with paper or electronic copies of certain documents from our file pertaining to the matter, you agree to pay the copying or transfer costs.

Related Proceedings. If any claim is brought against the firm or any of its personnel based on your negligence or misconduct, if we are asked to testify or produce documents or ESI as a result of our representation of you, if we must defend the confidentiality of our communications in any proceeding, or if we are asked to provide follow-up services following termination (e.g. letter to auditor), you agree to reimburse us for any resulting costs, including for our time, calculated at the hourly rate for the particular attorneys or individuals involved, even if our representation of you has terminated.

Preservation of Documents, Including Electronically Stored Information. Please note when you receive notice of a claim or lawsuit, you have a legal duty to retain all documents relevant to that claim or litigation. When this occurs, you must take affirmative steps to retain all documents related to the claimant's or plaintiff's claim or lawsuit, including any Electronically Stored Information ("ESI"). This requires you to suspend any applicable document disposal procedures (including routine email deletion) and take affirmative steps to retain all hard-copy document files, e-mail, and other ESI, whether maintained on a work-issued or personal laptop, desktop hard drive, network drive, storage device (such as thumb drive, disk, or otherwise), data compilations, text messages, voicemails, surveillance tapes and recordings, and any other tangible object that relates to the claim or lawsuit.

You must also immediately suspend any document retention/destruction policy and put in place a "Litigation Hold." This Litigation Hold is designed to ensure that relevant electronic evidence is preserved and not destroyed, altered, modified, disposed of, or in any way compromised. Therefore, any individuals who may have relevant information or documents related to a matter must comply with this Litigation Hold. The failure to preserve documents and ESI or to otherwise impose a Litigation Hold will most likely result in adverse consequences in any litigation

We will assist you in determining the precise documents which need to be retained, and if needed, in drafting communications to those individuals in your organization who should be put on notice of this legal duty.

Consent to Electronic Communication. In order to increase our efficiency and responsiveness, we endeavor to use state of the art communication devices (e.g. email, document transfer by computer, wireless telephones, facsimile transfer and other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe that the efficiencies involved in the use of these devices

outweigh the risk of accidental disclosure. By agreeing to these terms, you consent to the use of these electronic communication devices.

Consent to In-House Attorney-Client Privilege. At any time during or after our representation of you, we may consult with our own counsel regarding our rights and obligations to you. These consultations may be with either our internal counsel (i.e., our "General Counsel" or other attorneys within our firm who have been designated as our in-house counsel) or outside counsel. You agree that any such communications between us and our counsel are separate and apart from our representation of you and that the communications will remain privileged and confidential to us and shall not be subject to disclosure.

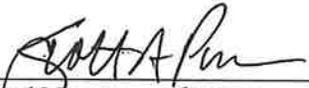
Complete Agreement. This Agreement supersedes all previous communications, representations, or other agreements, either oral or written, between you and the firm.

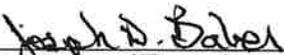
Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

We look forward to working with you.

Ancel Glink, P.C.

Village of Homer Glen

By: 
Printed Name: SCOTT A. PUMA
Its: SECRETARY / GEN'L COUNSEL
Dated: MARCH 12 2020

By: 
Printed Name: Joseph D. Baber
Its: Village Manager
Dated: FEB. 17, 2020