



DIAMOND BUSH  
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April 21, 2014

**VIA EMAIL**

James Randall  
Executive Director  
Frankfort Square Park District  
7540 West Braemar Lane  
Frankfort, IL 60423

Re: Legal Representation

Dear Jim:

The law firm is pleased to serve as general corporate counsel to the Frankfort Square Park District. To ensure that both of us have an understanding of our relationship, it is the firm's policy to memorialize the key terms of our engagement. The following, therefore, sets forth these terms:

- 1. Client; Scope of Representation.** Our client in this matter will be Frankfort Square Park District, and the scope of our engagement will be to represent you relative to all corporate and other legal matters, including litigation (not covered by insurance or self-insurance pooling). You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.
- 2. Term of Engagement.** Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information you have supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you.
- 3. Fees and Expenses.** Our fees are determined based on time spent providing services to the client by our professional staff at each person's applicable hourly billing rate. Our schedule of hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. At the present time, the following hourly rates shall apply:

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Partner: \$200/hour  
Associate: \$185/hour  
Paralegal: \$110/hour

These are the identical rates we charge virtually all our park district clients. These rates will remain constant for at least the next twelve (12) months. Bond issues, if applicable, are charged on a non-hourly, per issue basis.

Any expenses, disbursements and other charges incurred on your behalf will be billed to you in addition to our charges for professional services in accordance with our regularly established procedures. You will be responsible for the payment of all court costs, witness fees, court reporter fees, and the fees of any experts who may be hired to assist in this matter. We will, of course, consult with you regarding the hiring of any expert witnesses. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

In some cases, our law firm is asked to do contemporaneous work on an issue that is important to a number of clients, be it research, drafting or litigation. This work may involve the expenditure of time providing collective benefits. In those circumstances, the law firm will attempt to bill each individual client for a period of time substantially less than if the work were performed for that client alone. The bill may reflect time in excess of that which would result from an exact equal division among the clients, in part, because of the difficulty in retrieving all the time spent on the joint project. The great bulk of the time which we perform for our clients continues to be billed at a straight hourly basis. In all cases, the fees charged will be reasonable.

We are pleased to have this opportunity to be of service to you. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned along with your retainer check. If you have any questions about these provisions, please do not hesitate to call me.

Sincerely yours,



Robert K. Bush

ACCEPTED:

DATE:

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