



Writer's Direct Email:
joshua.herman@mhtlaw.com

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416 MAIN STREET
SUITE 1125
PEORIA, IL 61602

PHONE: (309) 671-9600
FAX: (309) 671-9616

www.mhtlaw.com

Donald Schmit, Chair
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048

Eric F. Rinehart, State's Attorney
Lake County
18 N. County Street
Waukegan, IL 60085

ROBERT C. HALL *

DENNIS R. TRIGGS **

WILLIAM R. KOHLHASE

RICHARD M. JOSEPH ***

NATHAN R. MILLER

JAY E. GREENING

SCOTT A. BRUNTON

MICHAEL A. KEETON

MARK D. WALTON

CHRISTOPHER D. OSWALD

ROBERT B. MCCOY

JOSHUA D. HERMAN

KATHERINE L. SWISE

KATHLEEN M. CARTER

JEFFREY J. GASTER

TIMM A. HIGUS

MEGAN E. BENNETT

(OF COUNSEL)

JENNIFER KLEIN VANDEWIELE

ROBERT HOLLIS MILLER (1926-2022)

PATRICK A. MURPHEY (RET.)

MICHAEL J. TIBBS (RET.)

CHARLES H. YOUNG (RET.)

THOMAS R. DAVIS (1952-2005)

PAUL A. LEWIS (1949-2011)

ALSO LICENSED IN:

* FLORIDA

** DISTRICT OF COLUMBIA

*** ARKANSAS AND WISCONSIN

Re: Engagement Agreement for Lake County Stormwater Management Commission

Dear Mr. Schmit and Mr. Rinehart:

Thank you for choosing Miller, Hall & Triggs, LLC, to represent you with general legal advice for Lake County Stormwater Management Commission ("SMC"). Because our representation ultimately depends upon a high degree of trust, we find that the attorney-client relationship works best when the scope of our representation, legal fees, and payment terms are clearly articulated and understood.

We understand that SMC is looking for counsel as requested, which shall generally include assisting with (1) the legal review, preparation and revision of intergovernmental agreements, construction contracts, agreements, and other documents related to SMC's capital improvement programs and projects, and (2) advice on and compliance with grant funding opportunities including identifying allowable costs as permitted by state, local and federal law. There may be times our attendance is necessary at SMC's monthly meetings held on the first Thursday of the month at 6:00 p.m.; however, the SMC has remote attendance options available and use of such is encouraged. Although I have a standing meeting for another client at these times, we will coordinate with the State's Attorneys and/or ensure another attorney is available when attendance may be required or useful.

It is also understood that the State's Attorney will continue to provide the following legal services to SMC: a) Freedom of Information Act requests and litigation; b) Open Meetings Act Training and Advice including attendance as counsel at monthly meetings; c) ordinance drafting; e) employee related issues; and f) litigation. When it seems prudent and as requested, we will coordinate our work with the State's Attorney's office.

The work we do is generally billed at our regular hourly rate in effect at the time the work is done. Each attorney is assigned an hourly rate that reflects that person's experience, skill, area of expertise and demand in the marketplace. For certain lawyers, different rates may apply depending upon the nature of the services required. Currently, my hourly rate is \$275.00. Other attorneys in the firm may assist

me, and their hourly rates range from \$110.00 to \$325.00 per hour. Hourly rates are adjusted from time to time (generally once a calendar year) and may change during the course of our representation. On occasion, work may be completed expediently due to the experience and skill of the attorney, in which case you may be charged for the value of such services rather than by the hour. In all cases, our principal philosophy is to provide excellent legal work at a fair and reasonable cost to you.

In discharging our responsibilities, it may be necessary for us to incur costs and expenses for various items such as photocopying (at \$0.20 per page), delivery services, court or other governmental filing fees or charges, court reporter fees, and mileage (billed at current IRS rates). We will separately itemize these charges on our statements.

Please note that our ability to represent you effectively will depend on the extent to which you (1) disclose to us, fully and accurately and on a timely basis, all facts that are or might be material, (2) keep us apprised on a timely basis of all developments relating to the matters for which you have hired us, and (3) otherwise cooperate fully with us. The outcome and costs of litigation are subject to a wide range of unknowns and risks inherent in the litigation process; therefore, nothing in this agreement will be construed as a guarantee or promise about the outcome of any litigation with which we assist you. No one can make such a guarantee.

Each of us reserves the right to terminate our representation at any time by delivering written notice of termination to the other. For example, we may withdraw if you do not honor the terms of this letter or fail or refuse to either cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of you unlawful or unethical. You may also terminate our services at any time. If our services are terminated for any reason, the balance of any retainer remaining in our firm's trust account will be applied to any outstanding charges, and any unused portion of the retainer will be promptly returned to you. If outstanding charges remain, payment on these will be due immediately. Although unlikely, should we find it necessary to pursue litigation to collect on any outstanding amounts due under this agreement, you agree that you shall be responsible for our reasonable costs and expenses, including attorney's fees, related to the collection.

Finally, I want you to know that we are very appreciative of the opportunity to serve you. I would be pleased to discuss the matters in this agreement, or any other questions that you may have, at any time during the course of our representation.

Please review this agreement carefully. If the foregoing terms of our engagement are agreeable, please date and sign the enclosed copy of this letter and return it to me.

Very truly yours,

Joshua D. Herman
For Miller, Hall & Triggs, LLC

APPROVED AND AGREED TO:

Donald Schmit, Chair
Lake County Stormwater Management Commission

Dated: _____, 2023

Eric F. Rinehart, State's Attorney
Lake County

Dated: _____, 2023