

**RESOLUTION APPROVING AND RATIFYING THE ENGAGEMENT
OF SERVICES OF JENNER & BLOCK LLP**

WHEREAS, the corporate authorities of the City of Rolling Meadows have determined that it is advisable, necessary and in the public interest that the City engage the services of Jenner & Block LLP to provide the City with legal counsel related to the appeal to the Illinois Supreme Court in the case of *Village of Arlington Heights v. City of Rolling Meadows*, No. 2022 CH 001229, and to authorize and ratify the City Manager's engagement of such services.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Rolling Meadows, Cook County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The engagement letter of Jenner & Block LLP for legal counsel services, in the form attached hereto as Exhibit A, is hereby approved and the City Manager's execution and acceptance of said engagement letter is hereby authorized and ratified.

Section 3: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

ADOPTED this 18th day of June, 2024, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: Reyez, Koehler, Budmats, O'Brien, Vinezeano, Boucher

NAYS: 0

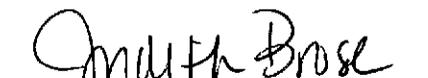
ABSENT: McHale

APPROVED this 18th day of June, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

June 4, 2024

Rob Sabo
City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, IL 60008

John R. Storino
Tel +1 312.840.8683
Fax +1 312.840.8783
jstorino@jenner.com

Dear Rob:

I am pleased to confirm your engagement of Jenner & Block LLP (“we” or “us”), an Illinois limited liability partnership. This letter sets forth the terms governing our engagement. We appreciate your confidence and thank you for selecting Jenner & Block as counsel. We trust that you will understand that the interests of both our clients and our firm are best served by memorializing our understanding concerning the relationship at the outset. We look forward to the opportunity to assist you in this matter.

1. Scope of Representation. We will advise the City of Rolling Meadows (“you”) in connection with your appeal to the Illinois Supreme Court in the Village of Arlington Heights v. City of Rolling Meadows, No. 2022 CH 001229 (“the appeal”). Our work for you will be limited to reviewing and editing the opening and reply briefs for the appeal, which will be drafted by co-counsel, Storino, Ramello & Durkin, and to present oral argument in the Illinois Supreme Court (“this matter”). You also understand that Storino, Ramello & Durkin will participate as co-counsel with Jenner & Block and take the primary active role in the representation of you in this matter, and you hereby consent to the involvement of Storino, Ramello & Durkin in your representation.

We contemplate that our communications with Storino, Ramello & Durkin will be maintained in confidence from third parties and should be protected from disclosure under the attorney-client privilege and work product doctrine.

Our work for you will involve solely legal services on this matter; we will not provide you, and you will not rely on us for, other types of services, such as business, investment, or accounting advice. We will not represent you or your interests in any other matter unless you specifically request that we do so and we agree in writing. For example, our representation does not include any responsibility to review insurance policies to determine the possibility of insurance coverage, or to notify any insurance carriers about the matter. Unless you engage us after completion of this matter to provide additional advice on future legal developments or other issues arising from this matter, we will have no continuing obligation to provide such advice.

CHICAGO LONDON LOS ANGELES NEW YORK SAN FRANCISCO WASHINGTON, DC

WWW.JENNER.COM

You may limit or expand the scope of our representation from time to time, provided that we must agree in writing to any expansion of scope, and such expansion of scope may require separate financial terms. Except for the specific fee terms set forth in section 2, below, or as we may otherwise agree in writing, the terms of this engagement letter shall apply to any expansions in the scope of representation and to any additional engagements for you.

Except as we may agree otherwise in writing, Jenner & Block will represent only you in this matter. For the avoidance of doubt, our representation of you in this matter does not extend to, and we will not be forming an attorney-client relationship with, any of your affiliated entities, boards, agencies, commissions, committees, departments, other units or components, officials, officers, members, agents, representatives, or employees. In representing an entity such as a municipality, we may provide information or advice to members, officials, officers, directors, agents, or employees in their capacities as your representatives. Our provision of such information or advice does not create an attorney-client relationship between us and the individual(s) other than in their capacities as your representative unless we otherwise agree in writing. In the event that you are acquired or are otherwise subject to a change in control (including by a person or group becoming a controlling affiliate of yours) after the inception of this matter, the firm will not represent the acquiring entity or such controlling affiliate or establish an attorney-client relationship with such entity or affiliate unless we otherwise agree in writing.

To enable us to render services effectively, you agree to cooperate with us at all times and fully and accurately disclose to us all information and materials that may be relevant to the matter and that we may reasonably request, and to keep us informed of developments relating to the matter.

In providing legal advice to you, we may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are solely opinions and beliefs and are not promises or guarantees; we cannot and do not guarantee any particular course or outcome of the engagement.

2. Fees and Expenses. For this matter, Jenner & Block agrees to charge you a flat fee of \$100,000 for the work to be performed in this matter as specified in Section 1, above ("Flat Fee"). The Flat Fee will be payable in four equal installments of \$25,000 on June 17, 2024, July 17, 2024, August 17, 2024 and September 17, 2024. The Flat Fee is based on the understanding that your existing counsel, Storino, Ramello & Durkin, will draft the opening and reply briefs on appeal, and that Jenner & Block will edit those briefs, as well as present oral argument on your behalf.

In addition to the Flat Fee, our Invoices include out-of-pocket expenses and internal charges which Jenner & Block incurs in connection with the representation. Our standard practice is to have certain charges for outside services retained for your matter (such as for printing and binding of briefs) invoiced directly to you. Financial responsibility for all third-party vendor charges shall remain your sole responsibility. You agree to pay all such invoices in a timely manner and to hold Jenner & Block harmless

from your failure to do so. To the extent Jenner & Block pays any such third-party charges directly, we will include them on our invoices to you.

Our fees and other charges for this matter are not contingent upon its successful completion or outcome. Unless we otherwise expressly agree in writing, any advance estimates we provide of fees and expenses in connection with services to be performed, including proposed budgets, and any deposits, retainers or advances which we may require for work to continue, are not a limitation or binding commitment on our part as to the total fees and other charges for which you are responsible.

Jenner & Block will issue invoices for the four Flat Fee payments. You agree to pay each invoice in United States Dollars within 30 days of the invoice date. Subject to the requirements of applicable legal ethics rules, if any amount invoiced to you is 30 days or more past due, we reserve the right to stop work, close the files on all matters we are handling for you, and withdraw or seek leave to withdraw from our representation of you. Such withdrawal shall not affect our right to be paid in full for fees and disbursements previously incurred but unpaid.

In certain matters, Jenner & Block may look first to a third-party payor (for instance, an insurance company or other potential indemnitor) to pay our charges for representing you on this matter. Notwithstanding such an arrangement, you remain the client and your decisions concerning the objectives of our representation of you are controlling, unless you have agreed with a third party, such as an indemnitor, to the contrary. In addition, unless otherwise agreed by us in writing, you are ultimately responsible for the payment of Jenner & Block's invoices in the event the third-party payor fails to make required payments in a timely manner. For example, if an insurer or other non-client third-party payor will pay only a portion of our hourly rates, you are responsible for paying the difference between the full amount of our charges and the amount that a third party pays.

If this matter results in you or a third party requiring us to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation or regulatory proceeding relating to our representation of you, that work is considered to be part of our work for you on this matter. Accordingly, you agree to pay Jenner & Block the costs and expenses (including attorney and staff time) that we reasonably incur in connection with such testimony or document production. This provision survives the termination of Jenner & Block's representation of you, although it does not in itself re-establish a new attorney-client relationship with you.

3. Conflicts with Other Clients. We believe, based on information currently available to us, that Jenner & Block does not have any conflict of interest that would prohibit us from representing you on this matter. If at any time you become aware of any actual or potential conflict between your interests and those of other Jenner & Block clients or prospective clients, we ask that you immediately notify us so that we can evaluate whether our continued representation of you or the other client remains appropriate.

In addition, Jenner & Block represents a wide range of other clients. As a result, conflicts of interest could arise that could deprive you or other clients of the right to select Jenner & Block as counsel and preclude

us from representing you or other clients in ongoing or future matters. We want to be fair to you and to our other clients, and prospective waivers of potential conflicts of interest help further that goal.

You acknowledge that it is possible that during the time we represent you, a party to whom you are adverse in this matter or in another matter in which we represent you ("Adverse Party") may ask us to represent it in an unrelated matter not involving you. You agree that if the Adverse Party asks us to represent it in a new matter, we may do so, provided that the new matter for the Adverse Party is not adverse to you or substantially related to our work for you and that you are not involved in that new matter. You also agree that we may represent present and future clients, including the Village of Arlington Heights and its various agencies, departments, and units, in matters directly adverse to you or your interests provided that our work for such clients is not substantially related to our work for you. However, your consent in this paragraph to prospective conflicting representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if it knew that information, the other client could use in such other matter to your material disadvantage.

4. Information Storage and Document Retention. Jenner & Block may use contractors or employ cloud-based applications, vendors, service providers and other platforms ("Contractors") in the course of its work on the matter. We may share information concerning you and the matter, including personal information you provide to the firm and information about the matter itself, with such Contractors. This means that the information you provide may be stored on a Contractor's servers and systems, which may include off-site servers and systems commonly referred to as the "cloud." While we cannot provide any type of guarantee about the security of information shared with our Contractors, we have undertaken a reasonable and appropriate review of the agreements, terms of use, policies, procedures and practices of any Contractors we may use, and have concluded they are compatible with our professional obligations, including those relating to confidentiality of client information.

During the course of the representation, Jenner & Block shall maintain a file on your behalf. The file may include material, both in paper and electronic format, that you have given to us in connection with the representation, as well as other material that we have gathered, such as pleadings, transcripts, exhibits, reports, contracts, certificates, correspondence and communications with you or others outside of Jenner & Block, and other documents we determine to be reasonably necessary to the representation ("Your Client File"). Your Client File shall be and remain your property. Jenner & Block may also retain in our files internal Jenner & Block materials such as internal memoranda, drafts, notes, emails, and administrative materials, both in paper and electronic format, that contain or reflect Jenner & Block's internal attorney work product or mental impressions (collectively "Jenner files"). Unless otherwise agreed between us, the content of Jenner files shall be and remain the property of Jenner & Block. Additionally, we will be entitled to retain all files, documents and papers that we are maintaining (including documents supplied by you or obtained by us on your behalf and included in Your Client File) until we receive payment in full on outstanding invoices with respect to the matter.

At the termination of the representation and for a period of seven (7) years thereafter, and provided you have paid all of our outstanding invoices, you shall have the right on request to take possession of Your Client File, not including the Jenner files, at your expense. In such event, Jenner & Block at its expense may make and retain copies of all or portions of Your Client File. If you do not request possession of Your Client File within such seven (7) year period, Jenner & Block will have no further responsibility for the retention and maintenance of Your Client File or the Jenner files and may, at its option, either retain or dispose of all or parts of Your Client File and the Jenner files without further notice to you.

5. Communications. Unless you inform us to the contrary, we may communicate with you in connection with any matter (including confidential and legally privileged matters) by whatever means we consider reasonably appropriate, including by unencrypted email or other electronic communications over the internet and with such persons we reasonably believe are authorized by you. All means of communication are, to some degree, susceptible to misdirection, delay, error or interception. Email and cellular telephone communications present special risks of inadvertent disclosure, and we cannot provide any guarantee that such communications have been received, are complete and have not been intercepted or their content otherwise disclosed. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of email and cell phone communications in representing you.

We may occasionally consult with our own counsel, whether outside counsel or Jenner & Block attorneys who do not perform substantive work for you on the matter, to obtain legal advice regarding our representation of you. We will not charge you for such consultations. To the extent that we are addressing Jenner & Block's own rights or responsibilities regarding the matter, a conflict of interest might be deemed to exist between Jenner & Block and you. You consent to such consultation and waive any claim of conflict of interest based on such consultation. You also acknowledge that the communications related to such consultations are protected by Jenner & Block's own attorney-client privilege from disclosure to you or third parties.

6. Confidentiality and Publicity. We owe you duties of confidentiality pursuant to various ethics rules, and we take those duties very seriously. We will not disclose information about our representation of you to the public or third parties except as permitted or required by applicable ethics rules, such as where it is reasonably necessary to carry out the representation. We will not disclose specific non-public details concerning our representation of you without your prior consent except as permitted or required by applicable ethics rules. However, you agree that we may disclose the fact of our representation of you, without disclosing confidential information about the substance of our representation of you, for the purpose of assessing potential conflicts of interest or seeking waivers of such potential conflicts. Also, like most law firms, we maintain a website and engage in various marketing activities that disclose or describe various client matters we have handled. You agree that we may inform the public or third parties that you are a client of ours and may disclose public information about the representation.

7. Termination of Representation. Unless we agree to render additional legal services for you, Jenner & Block's representation of you in this matter will terminate without further notice upon Jenner & Block's performance of its final work within the scope of our engagement on this matter. If a period of six (6) months has elapsed during which we have not provided any billable services to you, it is presumed that Jenner & Block has performed its final work within the scope of our engagement on this matter unless the circumstances indicate to the contrary, such as our awaiting a ruling on a pending matter. Otherwise, you may terminate the engagement at any time for any reason by providing written notice of the termination to us. Likewise, we may terminate the engagement at any time for any reason by providing written notice to you, subject to the requirements of applicable rules of professional conduct. By way of example and not limitation, we reserve the right to withdraw from the representation if you fail to honor the terms of the engagement letter, if you fail to cooperate or to follow our advice on a material matter, if you take action that interferes or obstructs our representation, or if continuation of the representation would be unlawful or unethical. If we elect to withdraw, you agree to take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. The termination of our services or our withdrawal from our representation of you on a matter will not affect your responsibility for payment for all services rendered and costs and expenses paid or incurred on your behalf up to the date of termination or withdrawal. In addition, in the event that you engage new counsel to replace Jenner & Block on this matter, and we transfer Your Client File or other files to your new counsel pursuant to your authorization or direction, you agree that your new counsel will be solely responsible for safeguarding those files, and you further agree to instruct your new counsel to allow Jenner & Block access to all files that we have transferred and to permit Jenner & Block to copy, at Jenner & Block's expense, any such files that have been transferred.

8. Governing Law and Jurisdiction. This letter, the engagement to which it relates, and our relationship with you shall be governed by and interpreted in accordance with laws of the State of Illinois, without giving effect to its choice of law provisions, and you and we agree to submit to the exclusive jurisdiction of the state or federal courts located in the State of Illinois for purposes of resolving any dispute relating to this engagement, including but not limited to disputes relating to our services on this matter, fee disputes, and disputes relating to our files.

9. Governing Terms. You acknowledge and agree that the terms of this letter shall govern our engagement by you in this matter and, in entering into this engagement letter, you represent and warrant that we shall not be subject to any contracting, procurement, or other regulatory requirements under state or municipal law by reason of our representation of you in this matter.

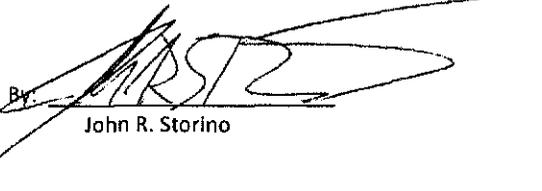
10. Approval and Return of Signed Letter. If you have any questions about the provisions in this engagement letter or wish to discuss them, please contact me. Otherwise, please signify your agreement to the arrangement for legal services described in this letter by returning to us a signed copy of the engagement letter. In most instances, we will not commence work on your behalf unless and until we have received the signed copy of this engagement letter. If, for some reason, we are required to commence work before you sign and return this letter, the effective date of our agreement to provide

services will be the date on which we first performed services on your behalf. If you then fail to sign and return the letter, we will stop work, close the file and seek to recover from you the reasonable value of any services performed to that point.

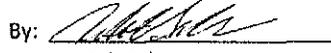
Thank you again for the trust you have shown in us. We value our relationship and look forward to working with you.

Sincerely,

Jenner & Block LLP

By: 
John R. Storino

Accepted: City of Rolling Meadows

By: 
Rob Sabo

Date: 6/7/24