



Sanchez Daniels & Hoffman LLP
Attorneys and Counselors

Manuel "Manny" Sanchez
Timothy V. Hoffman^{1,2,4,5}
Hugh C. O'Donnell¹
John S. Huntley
John J. Piegore
Mark S. Vlimek
Gerald M. Dombrowski
Susan K. Chae
Palge C. Donaldson¹
Mark E. Winters
Hugo Chaviano^{6,9}
Larry C. Jurgens
Hector Ledesma
Andrew P. Rice
Bradley D. Alexander
Emanuel C. Welch
Ryan J. McQueeney⁴
Joseph P. Sullivan^{2,5,6,10}
Heather D. Erickson

Neal B. McQueeney³
Michael T. Franz¹¹
Leo P. Dombrowski

Elaine C. Davenport
Michelle A. Franz^{2,4}
Patrick M. Ward
Bryan K. Duplechain
Edric S. Bautista
Craig A. Ziolkowski
Camille Cribaro-Mello
April A. Vesely
Nora C. Bloom
Renee Ziolkowski
Yifan Xu Sanchez
Brian H. Sanchez
Shawnte M. Paines
Elizabeth J. Dalton
John M. Liston

333 West Wacker Drive, Suite 500
Chicago, Illinois 60606

Phone (312) 641-1555
Facsimile: (312) 641-3004

E-mail: sdh@sanchezdh.com
www.sanchezdh.com

September 10, 2013

Wheaton Office

2100 Manchester Road
Building A, Suite 309
Wheaton, Illinois 60187

Phone: (630) 752-9880
Facsimile: (630) 752-9881

- ¹ Also admitted in Indiana
- ² Also admitted in Wisconsin
- ³ Also admitted in Massachusetts
- ⁴ Also admitted in Missouri
- ⁵ Also admitted in Ohio
- ⁶ Also admitted in New York
- ⁷ Also admitted in New Jersey
- ⁸ Also admitted in Pennsylvania
- ⁹ Also admitted in Michigan
- ¹⁰ Also admitted in Arizona
- ¹¹ Also admitted in Florida

John D. Daniels
John D. Cummins
Robert T. Varney
Of Counsel

Honorable Mr. Domingo F. Vargas
Mayor
City of Blue Island
Blue Island City Hall
13051 Greenwood Avenue
Blue Island, Illinois 60406

RE: Legal Representation/Fee Agreement

Dear Mayor Vargas:

First and foremost, thank you for choosing me and my associated law firm, Sanchez, Daniels & Hoffman LLP (hereinafter or otherwise the "Firm") to represent the City of Blue Island and its staff as City Attorney on matters in the City of Blue Island (collectively the "City") as their legal counsel (hereinafter the "Legal Counsel").

As their Legal Counsel, we shall render such advice and perform such legal services in a zealous, professional and ethical manner.

In consideration of the legal services rendered and to be rendered under this Agreement, the Firm shall charge, and the City of Blue Island agrees to pay on behalf of the City, \$185.00 per hour for legal services rendered and to be rendered under this Agreement including day to day general counsel services, ordinances, collective bargaining, grievances, attendance at regular and special council meetings, administrative hearings, unemployment hearings, property tax appeals, litigation and any other areas the Mayor requests. Additionally, the Firm shall charge, and the City of Blue Island agrees to pay, \$185.00 per hour for administrative and civil litigation and such other special and extraordinary legal matters on behalf of the City. The Firm shall additionally charge, and the City of Blue Island agrees to pay, \$65.00 per hour for services performed by paralegals and law clerks of the Firm.

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On a monthly basis, the Firm shall submit an invoice to the City of Blue Island for all services rendered by the Firm in connection with our representation of the City (the "Invoice"). In addition to our services, the Invoice may include a request for reimbursement of costs, expenses and out-of-pocket advances incurred by the Firm in representing the City. Examples of such costs and expenses include appearance fees, trial demand fees, filing fees, court reporting services, preparation of exhibits, overnight delivery, copying, long distance phone calls and other such costs that may be reasonably incurred in the course of representation.

The City of Blue Island agrees to remit payment on the Invoices submitted by the Firm in a commercially reasonable time period, but in no event later than thirty (30) days after the City of Blue Island's receipt of such Invoice. Penalties allowed under the Prompt Payment Act shall apply for failure to pay in a timely manner.

While I will have primary responsibility for the City's legal matters, I will assign others in our Firm to assist in representing the City. I will assign other attorneys or legal assistants as appears appropriate to optimize the effectiveness and economy of our services. Attorney ShawnTe Raines or any attorney I choose to assign will cover regular and special board meetings. From time to time, there will be a need for us to retain Special Counsel to the City of Blue Island to handle other specialized areas such as TIF deals, development agreements and no cash bids. By signing this agreement, the City expressly gives us authority to engage Special Counsel from time to time who will also serve the City's best interests.

We will keep the City officials and the staff reasonably informed on the status of the City's legal matters and will promptly comply with a request for information. In an effort to assist us in determining who, other than yourselves, we are authorized to share information with, please identify, in writing, the names of such other persons and administrators whom we are authorized or directed to share information on the City's legal matters.

As you already know, the Firm has performed and continues to perform legal work on behalf of certain public entities within the boundaries of the City of Blue Island. If a legal issue arises between the City of Blue Island and one or more of the Firm's other client(s), in accordance with the Illinois Rules of Professional Conduct ("Rules"), we shall immediately disclose the existence of a potential conflict of interest and shall work with the City of Blue Island and the Firm's other client(s) to determine whether or not a conflict of interest exists. If a conflict of interest exists, we shall disclose the same in writing and, in accordance with the Rules, either seek waiver of such conflict from all applicable parties or seek recusal of the Firm from representation of the City and/or any Other Client(s) on such conflicting matter. In the event we decline representation on a certain matter due to a conflict of interest, the Firm will assist the City of Blue Island with the selection of alternative counsel.

This Agreement and the appointment of myself and my associated law firm, Sanchez, Daniels

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& Hoffman, LLP as the City's attorney is on an at will basis. However, the City of Blue Island agrees to give the Firm at least 60 days notice of its intent to terminate the Firm. In the case of termination, the Firm agrees to surrender and/or make available for copying any and all files in the possession of the Firm and assist with any transition in legal counsel as directed by the City of Blue Island and/or their attorneys. Should the Firm be terminated, the City of Blue Island agrees to pay any and all unpaid invoices of the Firm for the time accrued prior to termination and/or during the transition of legal counsel.

If the foregoing agreement meets with the City of Blue Island's approval, please sign and date below and return it to our office at your earliest convenience. We look forward to working with the City of Blue Island and thank you again for choosing me and my associated law firm, Sanchez, Daniels & Hoffman, LLP to be the City Attorneys.

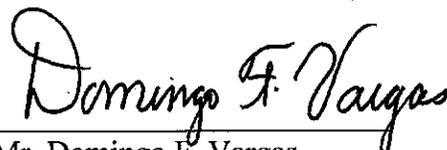
Very truly yours,

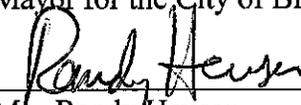
SANCHEZ, DANIELS & HOFFMAN LLP

By: 
Emanuel "Chris" Welch

The foregoing agreement is accepted:

City of Blue Island

By: 
Mr. Domingo F. Vargas
Mayor for the City of Blue Island

By: 
Mr. Randy Heuser
Clerk for the City of Blue Island