



A Professional Corporation  
1979 N. Mill Street, Suite 207  
Naperville, IL 60563  
www.ancelglink.com

Derke J. Price  
dprice@ancelglink.com  
(P) 630.596.4612  
(F) 630.596.4611

June 16, 2025

Bill Lenert, President  
Forest Preserve District of Kane County  
1996 S. Kirk Road  
Suite 320  
Geneva, IL 60134

**Re: Forest Preserve District of Kane County / Engagement Letter for Attorney Services / RFP-FP-01-2526**

Dear President Lenert:

Ancel Glink is honored and greatly appreciates the opportunity to provide legal counsel to the Forest Preserve District of Kane County. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

**1. Client; Scope of Representation.** Our client in this matter will be the Forest Preserve District of Kane County (the “District”). The scope of our engagement will be to represent the District relative to all general corporate matters as directed by the District (the general corporate work is described in the 18 items listed in the Request For Proposal document). We will also be available to assist the not-for-profit foundation that supports the mission of the Kane County Forest Preserve. The District may limit or expand the scope of our representation from time to time. For example, we are also prepared to represent the District in litigation matters and/or in specialty labor negotiations as they may be assigned by the District.

**2. Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink’s part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the District has 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, the District wishes to have any documents delivered to its offices, 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. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the District Attorney.

**3. Key Personnel.** I will lead our team, serve as the primary point of contact, and be responsible for overseeing all District legal work. Partner Megan Mack and Senior Counsel Kevin Sterk will also work with the District and serve with me on District matters. All of our other attorneys will be available on an as-needed basis to assist--particularly where their experience and

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expertise is best-suited for a particular legal matter. I, Megan or Kevin will be available to attend all regular and special meetings of the District and its committees.

**4. Fees and Expenses.** We will perform general corporate work for you for a monthly flat rate invoice equal to \$3,000 (\$36,000 per year) and our annual out-of-pocket costs incurred directly by Ancel Glink (such as for courier services) will be itemized on the invoice for such corporate work. General corporate work includes the 18 items set forth in the Request for Proposals and out-of-pocket expenses will be no more than \$1,200 annually. Invoices paid in advance by Ancel Glink to third parties for expenses of the District (such as for title work, professional surveying work, litigation support, court reporters, etc.) will be billed to the District without mark-up (and are not included in the \$1,200 per year limit). We may ask you to pay or reimburse certain vendors directly.

These rates will not be increased through 6/30/27. The inflation rate of 5% for fiscal year 2028 will be a monthly flat rate invoice equal to \$3,150 (\$37,800 per year) and for fiscal year 2029 will be a monthly flat rate invoice equal to \$3,307.50 (\$39,690 per year).

Our fees for work outside of the monthly flat rate—such as for litigation (including eminent domain matters (even though eminent domain was listed in the RFP with general real estate work, eminent domain is a specialty service) and collective bargaining--are determined based on time spent providing services to the District 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. The rates that will apply to our work are as follows:

- Partners/Sr. Counsel/Of Counsel: \$300 / hour
- Associates: \$250 / hour
- Paralegals: \$125 / hour

The District will be responsible for the fees of any experts who may be hired to assist in this engagement. We will, of course, consult with you before the hiring of any experts.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.

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We are so pleased to have this opportunity to be of service to the District. If you are in agreement with the above, please sign this letter in the space provided below and return it to the undersigned.

Sincerely yours,



Derke J. Price

**ACCEPTED:**

\_\_\_\_\_  
Forest Preserve District of Kane County

\_\_\_\_\_  
Bill Lenert, President

Date: \_\_\_\_\_, 2025

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