

MEMORANDUM OF RENEWAL OF AGREEMENT

The Village of Orland Park, an Illinois home rule municipal corporation ("Village"), and David G. Eterno ("Contractor"), a natural person, have entered into that certain letter agreement dated March 15, 2021, for the engagement of Contractor by the Village as an Administrative Law Judge for the Village ("Agreement"), a copy of which is attached hereto as Exhibit A.

By this Memorandum, the Village and Contractor hereby agree to renew the Agreement referenced above, for an additional two-year term, beginning on June 15, 2026, and expiring on June 15, 2028. All terms and provisions of the Agreement remain unchanged and in full force and effect, without modifications, excepting the new dates of retention and expiration as mentioned immediately above.

Administrative Law Judge - Legal Services Rate: \$175.00 per hour
(unchanged)

FOR; THE VILLAGE OF ORLAND PARK

DAVID G. ETERNO

By: _____

By:  _____

Print Name: George Koczwara

Print Name: David Eterno

Its: Village Manager

Date: June 8, 2026

Date: _____

EXHIBIT A



ORLAND PARK

VILLAGE ADMINISTRATIVE LAW JUDGE SERVICES (Professional and Consulting Services Contract)

This Contract is made this 15th day of March, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as the "VILLAGE") and DAVID G. ETERNO, ATTORNEY AT LAW (hereinafter referred to as the "ATTORNEY").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the ATTORNEY (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the below listed documents (hereinafter referred to as the "CONTRACT DOCUMENTS"). However, this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to, or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition. The CONTRACT DOCUMENTS are:

The Request for Qualifications (RFQ) issued on October 23, 2020;
The Proposal dated November 6, 2020, as it is responsive to the VILLAGE's requirements; and
Certificate of Compliance.

SECTION 2: SCOPE OF THE WORK, SERVICES, AND PAYMENT: The ATTORNEY will perform for the benefit of the VILLAGE the services as an Administrative Law Judge described in the RFQ, which is included under separate cover and incorporated herein (the "SERVICES"). The ATTORNEY must furnish all professional services, labor, materials, tools, equipment, and supervision necessary or appropriate to fully perform the SERVICES and all other duties and responsibilities of the ATTORNEY pursuant to this Contract (hereinafter referred to as the "WORK").

ATTORNEY represents that all employees utilized by ATTORNEY are fully trained. ATTORNEY understands that no training will be provided by the VILLAGE. In performing his obligations pursuant to this Contract, ATTORNEY will do nothing that could adversely affect the goodwill or reputation of the VILLAGE.

The VILLAGE agrees to pay the ATTORNEY pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for the performance of the WORK:

Administrative Law Judge - Legal Services	\$175 per hour
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The ATTORNEY shall submit invoices in the approved VILLAGE format to the Village Manager for the fees charged by the ATTORNEY for performing the SERVICES. The amount billed in each invoice for the WORK shall be based solely upon the rates set above. The ATTORNEY shall maintain records showing actual time devoted and type of work performed per classification and shall submit such records in support of his invoices, and shall permit the VILLAGE to inspect and audit all data and records of the ATTORNEY for work done pursuant to this Contract.

The ATTORNEY acknowledges and agrees that the VILLAGE shall not be liable for any costs incurred by the ATTORNEY in connection with any services provided by the ATTORNEY that are outside the scope of this Contract ("Additional Services"), regardless of whether such Additional Services are requested or directed by the VILLAGE, or

anyone associated with the VILLAGE, except upon the prior written consent of the Village Manager.

SECTION 3: ASSIGNMENT: ATTORNEY shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for three years from that date, with the option to renew at the VILLAGE's discretion for up to two (2) additional years. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEPENDENT CONTRACTOR STATUS: To the fullest extent permitted by law, the ATTORNEY shall be an independent contractor hereunder and neither the ATTORNEY nor anyone acting on its behalf shall be deemed an agent, employee, joint employee, or servant of VILLAGE. Neither VILLAGE nor ATTORNEY shall have any right to act on behalf of or bind the other party for any purpose. The ATTORNEY shall not be considered as having an employee status, nor shall the VILLAGE make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The ATTORNEY shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the VILLAGE pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the VILLAGE. As an independent contractor, it is the responsibility of the ATTORNEY to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in his profession. As an independent contractor, the ATTORNEY agrees that he is ineligible to file a claim for unemployment compensation benefits or for worker's compensation benefits against the VILLAGE and agrees not to file any such claims in the event this Contract is terminated or if he is injured performing the SERVICES under this Contract. The ATTORNEY agrees to assume all risk of death, illness and injury relative to performing any SERVICES under this Contract. The ATTORNEY is an independent contractor and not the VILLAGE'S employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, et seq.).

SECTION 6: INDEMNIFICATION AND INSURANCE: With respect to services performed by the ATTORNEY for the VILLAGE, the ATTORNEY agrees to the fullest extent permitted by law to indemnify, defend, and hold harmless the VILLAGE, its trustees, directors, officers, officials, agents and employees against any and all claims, suits, actions, demands or losses against VILLAGE and pay all costs (including costs of defense) for damage to the property of, or personal injuries to, or death of, any person or persons, including the ATTORNEY, if such claims, suits or losses are caused directly or indirectly by, are connected with, or arise out of the performance of this Contract by the ATTORNEY, whether by negligence or otherwise. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of ATTORNEY or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The ATTORNEY further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

SECTION 7: COMPLIANCE WITH LAWS: ATTORNEY agrees to comply with all federal, state and local laws, ordinances, statutes, rules, and regulations including but not limited to the Illinois Human Rights Act as follows: ATTORNEY hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the ATTORNEY and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The ATTORNEY shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or

mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. ATTORNEY and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. ATTORNEY and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract.

The ATTORNEY shall obtain all necessary local and state licenses and/or permits that may be required for the performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Diana Porcelli
Executive Assistant to the Mayor
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 630-859-0135
Facsimile: 708-403-6169
e-mail: dporcelli@orlandpark.org

To the ATTORNEY:

David G. Eterno
Attorney at Law
910 N. Marsha Drive
Palatine, Illinois 60067
Telephone: 847-963-8820
Facsimile: 847-963-8828
e-mail: deterno@aol.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 9: STANDARD OF SERVICE: SERVICES shall be rendered to meet or exceed those professional standards met by others providing the same or similar services in the Metropolitan Chicago area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The ATTORNEY'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with VILLAGE residents or VILLAGE employees in a respectful manner. At the request of the VILLAGE Manager or a designee, the ATTORNEY shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 10: PAYMENTS TO OTHER PARTIES: The ATTORNEY shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the VILLAGE Manager or a designee.

SECTION 11: VILLAGE PROPERTY: Upon expiration of this Contract or termination for any reason, ATTORNEY will forthwith deliver and assign to the VILLAGE all the results performed by ATTORNEY pursuant to this Contract including but not limited to all documents, records, notebooks and repositories of or containing secret, confidential or proprietary information concerning the VILLAGE or its business affairs or products, including all copies thereof in the ATTORNEY'S possession, whether prepared by the ATTORNEY or others, and all other property of the VILLAGE in the ATTORNEY'S possession, including keys and access or security cards providing access to VILLAGE facilities or equipment. In the absence of permission by the VILLAGE, the ATTORNEY will not at any time during the term or after the termination of this Contract reveal, divulge or make known to any person outside the VILLAGE'S business organization, or use for the ATTORNEY'S own account, any secret, confidential or proprietary information concerning the VILLAGE or its business, affairs or products (whether or not developed in whole or in part by the ATTORNEY'S efforts). The ATTORNEY will at no time, either during the term or after termination of this Contract make any use of any such information except for the benefit of the VILLAGE.

SECTION 12: COMPLIANCE: ATTORNEY shall comply with all of the requirements of the CONTRACT DOCUMENTS including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 13: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the VILLAGE has contracted. The VILLAGE will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the VILLAGE for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the VILLAGE within two (2) business days of the request being made by the VILLAGE. The undersigned agrees to indemnify and hold harmless the VILLAGE from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the VILLAGE under this Contract.

SECTION 14: DEFAULT: If it should appear at any time that the ATTORNEY has failed or refused to perform, or has delayed in the performance of, the SERVICES with diligence at a rate that assures completion of the SERVICES in full compliance with the requirements of this Contract, or has otherwise failed, refused or delayed to perform or satisfy the SERVICES or any other requirement of this Contract ("Event of Default"), and fails to cure any such Event of Default within five (5) business days after the ATTORNEY'S receipt of written notice of such Event of Default from the Village Manager, or his/her designee, then the VILLAGE shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- a) Cure by ATTORNEY. The VILLAGE may require the ATTORNEY, within a reasonable time, to complete or correct all or any part of the SERVICES that are the subject of the Event of Default; and to take any or all other action necessary to bring the ATTORNEY and the SERVICES into compliance with this Contract.
- b) Termination of Contract by VILLAGE. The VILLAGE may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination.
- c) Withholding of Payment by VILLAGE. The VILLAGE may withhold from any payment, whether or not previously approved, or may recover from the ATTORNEY, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default by the ATTORNEY or as a result of actions taken by the VILLAGE in response to any Event of Default by the ATTORNEY.

SECTION 15: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and the venue for legal disputes shall be Cook County, Illinois.

SECTION 16: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 17: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE OF ORLAND PARK

By: 

Print Name: George Koczwar

Its: Village Manager

Date: 3-17-21

DAVID G. ETERNO

By: 

Print Name: David Eterno

Date: March 4' 2021