



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
ARONBERG GOLDBEHN FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 24th day of May, 2021, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Aronberg Goldbehn (hereinafter referred to as “Special Counsel”) for the performance of certain professional services for the Village in connection with Special Counsel Legal Services - Investigation of Properties Purchased and Sold by the Village of Orland Park (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Special Counsel (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. Scope of Work: The Special Counsel agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

☒ The Special Counsel’s Proposal dated January 28, 2021 which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”), together with Special Counsel’s Supplementary Terms and Conditions which is/are attached hereto and made a part of this Agreement as Exhibit B, and the list of Identified Real Properties which is attached hereto and made a part of this Agreement as Exhibit C. The terms, conditions and specifications set forth in this base agreement, Exhibit B, Exhibit C and the Special Counsel’s RFQ Proposal (the “Primary Documents”) shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications in the Village’s Request for Qualifications (RFQ), and/or Purchase Order and any other Village document, and any provisions therein which are in conflict with or inconsistent with any of the provisions in the Primary Documents shall be void to the extent of such conflict or inconsistency and the terms of the Primary Documents shall control; and

The core deliverables of the investigation will include:

- Summary of the actions taken between acquisitions and sales by the Village of the properties identified on Exhibit C, which is attached hereto and made a part of this Agreement as Exhibit C.
- Identify the rules, ordinances, practices and procedures that were not followed, if any.
- Identify any potential criminal actions for which a complaint should be filed.
- Any recommended procedural changes to ensure complete transparency moving forward.
- Any recommend procedural changes to ensure best practices are followed for property acquisitions and sales.

2. Payment:

- A. Compensation: The Village agrees to pay the Special Counsel, and the Special Counsel agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows (the “Special Counsel’s Proposal”):

Partners/Associates (Blended Rate) \$300/Hour

Paralegals/Project Assistants/Law Clerks (Blended Rate) \$150/Hour

- B. Invoices: The Special Counsel agrees to and shall prepare and submit:

- ☐ an invoice to the Village which the Village shall pay upon completion and approval of the Work; or
☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended, and expenses incurred, as the Work is performed.

- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the “Act”) to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not

made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: [INTENTIONALLY OMITTED].

E. Appropriation of Funds. [INTENTIONALLY OMITTED].

F. Records. The Special Counsel's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Special Counsel for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the office of the Special Counsel at 330 North Wabash Ave., Suite 1700, Chicago, Illinois 60611-3586.

3. Contract Documents: The term "Contract Documents" means this Agreement and the documents included in Exhibit A, B, and C, which are each attached hereto and thereby made a part hereof.

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:

A. Time is of the essence in this Contract. The Services to be performed by the Special Counsel under the Contract Documents shall commence no later than May 25, 2021 (hereinafter the "Commencement Date"), and shall be completed no later than September 30, 2021 (hereinafter the "Completion Date"), subject to the Special Counsel's ability to obtain the cooperation of the Village, current and former Village officials, and relevant third parties, due to which the Completion Date may be modified in writing with the prior approval of the Village.

B. Progress Reports. The Special Counsel must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

5. Venue and Choice of Law: The Special Counsel and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Special Counsel shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Special Counsel from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement 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:

Name: George Koczwar
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6151
Facsimile: 708-349-4859
e-mail: gkoczwar@orlandpark.org

To the Contractor:

Name: Michael J. Hayes. Sr.
Company: Aronberg Goldgehn
Address: 330 N. Wabash Ave., Suite 1700
City, State, Zip: Chicago, IL 60611
Telephone: 312-755-3178
Facsimile: 312-222-4610
e-mail: mhayes@agdgllaw.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.

8. Right to Alter Scope of Services Reserved: [INTENTIONALLY OMITTED].
9. Control and Inspection of Work: [INTENTIONALLY OMITTED].
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Special Counsel's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Special Counsel and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Special Counsel of an initial written or verbal notice of any such incident, claim, or complaint, the Special Counsel shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Special Counsel's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Special Counsel and/or by the Special Counsel's insurer or agent.
 - C. Within ten (10) business days after the Special Counsel's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Special Counsel or its agent(s) shall provide to the Village an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Special Counsel and/or its agents to date toward the resolution of such incident, claim or complaint.
 - D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Special Counsel or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Special Counsel not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Special Counsel or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Special Counsel receives its initial verbal or written notice of such incident, claim, or complaint.
11. Insurance:
 - A. Prior to Commencement of Work:
 - (i) Prior to commencement of any Services under the Contract Documents, Special Counsel shall supply to the Village certificates of insurance as specified below. Special Counsel shall not start the Services contemplated by the Contract until Special Counsel has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.
 - (ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
 - B. Insurance Required: The Special Counsel shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in

connection with the performance of the Work hereunder by the Special Counsel, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Special Counsel's work, including activities performed by or on behalf of the Special Counsel; products and completed operations of the Special Counsel; premises owned, leased or used by the Special Counsel, or automobiles owned, leased, hired or borrowed by the Special Counsel. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Special Counsel's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Special Counsel's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Special Counsel's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Special Counsel's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Special Counsel shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Special Counsel and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iii) Workers' Compensation Insurance:

Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Special Counsel for the Village.

(iv) Professional Liability:

- (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Special Counsel shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.

(v) Umbrella Policy:

If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Special Counsel or any subconsultants to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) When requested by the Village Manager, or his designee, Special Counsel shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Special Counsel shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- ☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: [INTENTIONALLY OMITTED].
- H. Assumption of Liability: Special Counsel assumes liability for all injury to or death of any person or persons including employees of the Special Counsel, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Special Counsel shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Special Counsel remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Special Counsel or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Special Counsel or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Special Counsel and all subconsultants of any tier stating that all the required insurance is in force. The Special Counsel agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Special Counsel shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

- K. Liability of Special Counsel and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Special Counsel or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Special Counsel, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Special Counsel and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Special Counsel or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Special Counsel shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Special Counsel agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Special Counsel hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Special Counsel, its employees, or subconsultants, or which may in anyway result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Special Counsel shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Special Counsel shall, at its own expense, satisfy and discharge the same.
- B. The Special Counsel expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Special Counsel, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. The Special Counsel further agrees that to the extent that money is due the Special Counsel by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the "Special Counsel, its officers, directors, employees and subconsultants (collectively, Special Counsel Indemnified Parties") against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Special Counsel shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 12 shall survive any termination of the Contract.

13. Village Confidential Information:
- A. Special Counsel warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Certifications: In connection with the execution of this Agreement, the Special Counsel warrants and represents as follows:
- A. Feasibility of Performance. The Special Counsel (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Special Counsel hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Special Counsel is financially solvent; (b) the Special Counsel, and each attorney of Special Counsel, or of any, subcontracted firm engaged by Special Counsel, has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement; (c) the Special Counsel possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Special Counsel has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Special Counsel's behalf and to bind the Special Counsel hereto; and (f) the Special Counsel will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Special Counsel certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Special Counsel certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Special Counsel certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Special Counsel certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Special Counsel will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Special Counsel certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Special Counsel shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Special Counsel certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Special Counsel Services hereunder. The Special Counsel further covenants that in the performance of this Agreement, no person having such interest shall be employed.

15. No Conflicts of Interest: The Special Counsel warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Special Counsel, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Special Counsel, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Special Counsel shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Special Counsel if requested by the Village.
17. Illinois Human Rights Act: The Special Counsel shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: [INTENTIONALLY OMITTED].
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Special Counsel and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Special Counsel and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Special Counsel and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Special Counsel, but the Village agrees to waive any claim against the Special Counsel arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park 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. Vendor 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) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor 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 agreement.
21. Independent Contractor: It is mutually understood and agreed that the Special Counsel shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Special Counsel or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that

in respect to the Village, the Special Counsel and any party employed by the Special Counsel bears the relationship to the Village of an independent contractor.

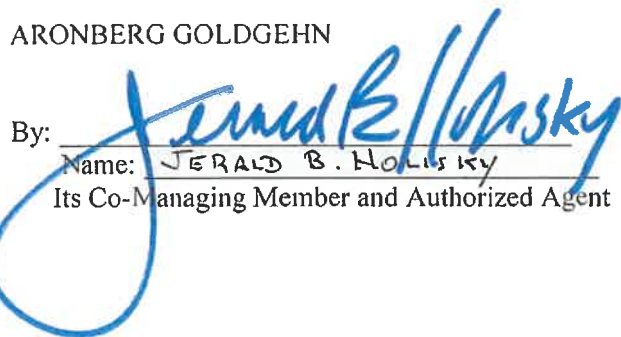
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Parties under Paragraphs 2, 5, 7, 12 and 13 shall continue after such termination.
23. Advertisement: The Special Counsel is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village. For the avoidance of doubt, this provision shall not be construed to restrict the right of Special Counsel to issue a press release or hold a press conference re: the Investigation, the findings or the report issued by the Special Counsel. Provided however, and notwithstanding the foregoing, except as may be necessary, in the opinion of Special Counsel to comply with the requirements of any law, governmental regulation or order, the Special Counsel, its attorneys, co-counsel and the employees and agents and each of them, shall not at any time without the prior written consent of the Village make any announcement or, issue any press release or hold a press conference referring to the Investigation, the findings, the report issued by the Special Counsel, or the work for the Village, which consent may be withheld for any reason or for no reason at all. If the Village intends to issue a press release regarding the Special Counsel's Investigation, the findings or the report, it will first endeavor to provide advance notice of such release to the Special Counsel so that the Special Counsel can provide comments for the Village's consideration in advance of finalization of such press release. Assuming the requested input is acceptable to the Village its sole and unfettered opinion, the Village will modify the press release accordingly.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon a Party unless in writing and signed by the authorized agent of the Party to be charged.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Special Counsel or without cause at any time upon fifteen (15) days prior written notice to the Special Counsel. In the event that the Agreement is so terminated, the Special Counsel shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, determined on the basis of the rates set forth in the Special Counsel's Proposal. Special Counsel may terminate the engagement for reasons permitted or required by the applicable rules of professional conduct, including a material breach of the Village's obligations under this Agreement.
26. Supersede: [INTENTIONALLY OMITTED].
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

ARONBERG GOLDGEHN

By:


Name: JERALD B. HOLISKY
Its Co-Managing Member and Authorized Agent

VILLAGE OF ORLAND PARK

By:


Name: Greg Summers

Title: Assistant Village Manager

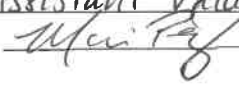
ATTEST: 

Exhibit A

Firm Materials

330 North Wabash Ave.
Suite 1700
Chicago, IL 60611
312-828-9600
www.agdglaw.com





Aronberg Goldgehn Davis & Garmisa
330 N. Wabash Ave., Suite 1700
Chicago, Illinois 60611-3586
TEL: 312-828-9600
FAX: 312-828-9635
www.agdglaw.com

SANDRA A. AGUILERA
MARK D. ANDERSON
STACI BALBIRER
CHRISTOPHER J. BANNON
LISA J. BRODSKY
JAMES A. CHRISTMAN
CATHERINE CONNELLY-WARREN
M. CHIP DE PRETER
JAY A. FRANK
AMY RAPOPORT GIBSON
PAUL A. GILMAN
THOMAS K. HANEKAMP
GARY P. HOLLANDER
JERRY HOLISKY
DAVID A. JOHNSON, JR.
JULIE A. JOHNSON
AMBER O. LAFEVERS
LINDSAY P. LOLLIO

ELIZABETH OLEN LAZZARA
NATHAN H. LICHTENSTEIN
MITCHELL J. MELAMED
DOUGLAS C. MURRAY
CHRISTOPHER W. NIRO
WILLIAM L. NIRO
TIMOTHY R. NELSON
R. TIMOTHY NOVEL
NED S. ROBERTSON
BERNARD A. SCHLIKE
STEVEN M. SCHOLL
JOHN C. SCIACCOTTA
VANESSA E. SEILER
ROBERT N. SODIKOFF
BLOOMA STARK
SHARON S. ZABAN
MICHAEL A. ZASLAVSKY

MARYAM H. ARFEEN
GENC ARIFI
KRISTINA D. DIESNER
BENJAMIN HASKIN
BLAKE S. KOCHAN
SAMUEL R. LEIST
NICOLE MILLER
MICHAEL S. NELSON
ZACHARIAH SNYDER
MARK A. SWANTEK

OF COUNSEL
WILLIAM J. GARMISA
MITCHELL S. GOLDGEHN
MICHAEL HAYES SR
HENRY M. MORRIS
ALAN S. WERNICK

WRITER'S DIRECT DIAL NUMBER: (312) 755-3178

OUR FILE NUMBER:

January 28, 2021

Mr. George Koczvara, Village Manager
14700 S. Ravinia Avenue
Orland Park, IL 6046

Re: Response to RFQ 1-28-2021

Mr. Koczvara:

First, thank you for the invitation to respond to this request for qualifications ("RFQ") for the Orland Park matter. Aronberg Goldgehn is pleased to submit its qualifications to serve the Village as follows. The RFQ requests that we "identify why... is interested in being Special Counsel". The RFQ further requests that we describe "the performance style which will be exhibited by the responder".

Aronberg Goldgehn (the "Firm") is a full service law firm that prides itself on providing highly skilled legal advice and services to its clients in an efficient and reasonably priced manner. It uses its considerable skills and expertise to benefit its clients' diversified legal needs. It is a full service commercial firm that assists clients in a myriad of circumstances that call for legal advice and services. In the project outlined in the RFQ our initial review indicates that the legal services requested require multiple areas of experience and expertise, fact finding, real estate and corporate transactional and perhaps most importantly governmental and regulatory compliance.

The Firm is fully equipped to undertake such multifaceted inquiries and to present its findings in a clear and concise manner. The team we propose possess a full range of expertise and experience to address each of the areas of law which are involved in which, upon examination, will become involved. We realize that the client, the Village of Orland Park, has identified transactions that may raise issues to be investigated; analyzed and reported upon including suggestions of collective measures if needed. The Firm wishes to assist the Village in this undertaking in order to allow it, a unit of local municipal government, to promote fair and open government that maintains the public trust given to it by the people of the Village. The Firm would be honored to assist the Village in maintaining its duty to the people of Orland Park and to help maintain the public's confidence in its governance.



The “performance style” that will be exhibited, should we be selected, may be summed up in the word Teamwork. We will work closely with the designated Village official(s) to understand and agree upon the assignment prior to commencement of any work. We will be responsive and open to the client and its interests throughout the assignment. We will work collaboratively whenever possible and we will respect all public confidences in the work product as it progresses. The Firm is aware that it must rely upon the existence of publicly available information and documentation during this project without the benefit of “compulsory process”.

In short, we will work solely in the interest of the client, the Village of Orland Park, in this limited assignment. We will represent the Village as the representative of the people of Orland Park and not any interested individual or faction.

Please feel free to contact me if you have any questions.

ARONBERG GOLDGEHN DAVIS & GARMISA

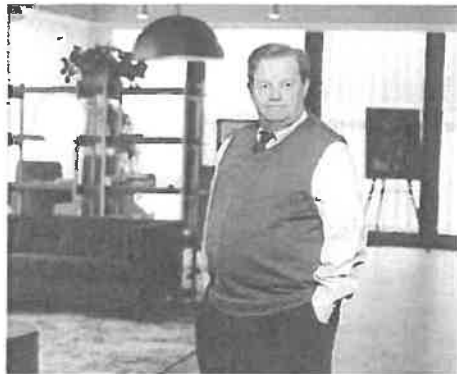
/s/ Michael J. Hayes

Michael J. Hayes, Sr.

Attorney Biographies

330 North Wabash Ave.
Suite 1700
Chicago, IL 60611
312-828-9600
www.agdglaw.com





Michael J. Hayes, Sr.



OF COUNSEL

T: 312.755.3178
F: 312.222.4610
mhayes@agdglaw.com

Appellate Litigation
Business Litigation
Employment Law
Health Care

EDUCATION

DEPAUL UNIVERSITY COLLEGE OF
LAW, J.D., *CUM LAUDE*, 1974
LOYOLA UNIVERSITY, CHICAGO, B.A.,
POLITICAL SCIENCE, 1968

ADMISSIONS

ILLINOIS
UNITED STATES SUPREME COURT
U.S. COURT OF APPEALS FOR THE
SEVENTH CIRCUIT
U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
INCLUDING TRIAL BAR
U.S. TAX COURT
ILLINOIS SUPREME COURT

ACKNOWLEDGMENTS

ACCIPITER AWARD FROM FENWICK
HIGH SCHOOL, HIS ALMA MATER (2004)
ILLINOIS LEADING LAWYER IN
COMMERCIAL LITIGATION, FEDERAL
REGULATORY LAW, GAMING & CASINO
LAW, AND GOVERNMENTAL,
MUNICIPAL, LOBBYING &
ADMINISTRATIVE LAW (2003-2020)

MEMBERSHIPS

CITY CLUB OF CHICAGO
CATHOLIC LAWYERS GUILD OF
CHICAGO
FENWICK BAR ASSOCIATION

Michael J. Hayes, Sr., is a highly experienced litigator and regulatory attorney. He represents clients in a myriad of state, federal and local regulatory matters involving consumer, public utility and antitrust issues.

Michael's wide ranging litigation experience consists of representing clients in suits for injunctive and declaratory relief; civil rights actions, including Title VII employment discrimination matters; contract actions; construction litigation; constitutional and statutory challenges to state of Illinois statutes, rules and regulations; purchasing disputes; labor disputes and personnel matters; judicial review of administrative decisions; and matters related to state appropriations, regulation of healthcare and nonprofit entities.

He has represented clients in cases presented before the United States Supreme Court, the U.S. Court of Appeals for the Seventh Circuit, the Illinois Supreme Court and Appellate Courts of Illinois.

PROFESSIONAL BACKGROUND

Michael joined Aronberg Goldgehn in February 2019. He previously worked in private practice with large law firms in Chicago for more than 20 years.

Prior to entering private practice, Michael devoted more than 16 years of his legal career to the Illinois Attorney General's Office where he served in multiple positions, including as the First Assistant and the Deputy Attorney General. He represented public officials, employees and agencies of the state of Illinois involving state interests in litigation at all levels of the federal and Illinois court systems, and before quasi-judicial administrative bodies, such as the American Arbitration Association.

Before practicing law, Michael was employed as a teacher, coach and athletic director for a school in the Archdiocese of Chicago for eight years.

Since 2003, he has been recognized annually as an Illinois Leading Lawyer in the Areas of Commercial Litigation, Federal Regulatory Law, Gaming & Casino Law, and Governmental, Municipal, Lobbying & Administrative Law. In 2004 he received the Accipiter Award from Fenwick High School, his alma mater, which honors members of the Fenwick community who have distinguished themselves in the legal profession.

COMMUNITY INVOLVEMENT

Michael currently serves as general counsel for the City Club of Chicago. He is a member of the Fenwick Bar Association, a Life Trustee of the Fenwick High School Board of Directors and a past multi-term president of the Catholic Lawyers Guild of Chicago.

He is a past chairman of the Chicago Chapter of the National Conference for Community and Justice and a member of the St. Frances of Rome Parish School Board.

LEADERSHIP ROLES

- Catholic Lawyers Guild of Chicago, Past President
- National Conference for Community and Justice, Past Chairman of the Chicago Chapter
- St. Bernardine Parish School Board, Past President

RELATED NEWS

- [Twenty-Nine Aronberg Goldgehn Attorneys Named Illinois Leading Lawyers](#)
- [Twenty-Three Aronberg Goldgehn Attorneys Named Leading Lawyers in Illinois](#)
- [Michael J. Hayes, Sr., a Prominent Regulatory and Commercial Litigation Attorney, Has Joined Aronberg Goldgehn](#)



John C. Sciacotta



MEMBER

T: 312.755.3180
F: 312.222.4618
jsciaccotta@agdglaw.com

Banking and Finance
Business Divorce and Complex Ownership
Dispute Resolution
Business Law and Transactions
Business Litigation
Construction Law
Employment Law
Intellectual Property
Loan Workouts and Foreclosure

EDUCATION

DEPAUL UNIVERSITY COLLEGE OF
LAW, J.D., 1987
CREIGHTON UNIVERSITY, BSBA
FINANCE, 1984

ADMISSIONS

ILLINOIS
UNITED STATES SUPREME COURT
U.S. COURT OF APPEALS FOR THE
SEVENTH CIRCUIT
UNITED STATES TAX COURT
U.S. COURT OF APPEALS FOR THE
ARMED FORCES
U.S. COURT OF FEDERAL CLAIMS
DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
INCLUDING TRIAL BAR

ACKNOWLEDGMENTS

40 UNDER FORTY HALL OF FAME (2014)
AV PEER REVIEW RATING FROM
MARTINDALE-HUBBELL
ILLINOIS LEADING LAWYER IN
COMMERCIAL LITIGATION AND
CLOSELY & PRIVATELY HELD
BUSINESS LAW (2007-2020)
ILLINOIS SUPER LAWYER IN BUSINESS
LITIGATION (2005-2011, 2019-2020)
ACCIPITER AWARD FROM FENWICK
HIGH SCHOOL, HIS ALMA MATER (2018)
AQUISITION INTERNATIONAL'S BEST
ILLINOIS LAWYER FOR COMPLEX CIVIL
TRIALS (2014)

MEMBERSHIPS

AMERICAN BAR ASSOCIATION,
SECTION OF LITIGATION, BUSINESS
TORTS COMMITTEE, BUSINESS LAW
SECTION, BUSINESS DIVORCE
SUBCOMMITTEE
ILLINOIS STATE BAR ASSOCIATION
CHICAGO BAR ASSOCIATION,
TREASURER, 2020-2021, MEDIATION
PROGRAM, CO-FOUNDER, 2020;
BOARD OF MANAGERS, 2017-2019;
BUSINESS DIVORCE & COMPLEX

John C. Sciacotta has nearly 35 years of trial and litigation experience advocating for clients in complex civil litigation, arbitration, mediation and business counseling matters with a special emphasis on complex civil trial and appellate cases brought in federal and state courts and tribunals throughout the United States.

John represents publicly and privately held domestic and foreign business entities, lenders, employers, municipalities, government bodies and individuals in transactional matters and disputes, which include:

- Counseling and advocating for business entities and their owners in disputes involving Business Divorce issues, including corporate control, valuation, corporate squeeze-outs, minority oppression, dissolution actions and breaches of fiduciary duty and business tort claims.
- Interpretation of and litigation involving complex commercial contracts in construction negligence, commercial real estate, title insurance and mechanic's lien matters.
- Advocating for various business entities and individuals in trade secret misappropriation and other unfair competition disputes.
- Pursuing creditor claims in bankruptcy proceedings, including prosecuting and defending adversary claims.
- Counseling and representing municipalities and property owners in zoning and land use controversies, as well as construction defect related disputes.
- Prosecuting and defending insurance brokers, real estate brokers, engineers, architects and accountants involving professional negligence, breach of fiduciary and fraud claims.
- Investigating business frauds perpetrated by employees and third parties with the ultimate recovery of substantial sums of money.
- Litigating probate related matters involving guardianships, breach of probate fiduciary duties, will and trust construction and contests.
- Defending Fortune 100 company employees in employment related discrimination claims.

John has substantial experience representing real estate owners/developers, business owners in a wide array of industries, professional service organizations, partnerships, limited liability companies, manufacturing, construction, technology, professional sales companies, professional sports leagues, professional sports owners, professional athletes, municipalities, hedge funds and broker/dealers, governmental bodies, banks and lending institutions.

OWNERSHIP COMMITTEE, CHAIR, 2019-2020, VICE-CHAIR, 2018-2019, CO-FOUNDER, 2018; CLE COMMITTEE, VICE-CHAIR, 2019-2020; BENCH AND BAR COMMITTEE, CHAIRMAN; GOLF OUTING CHAIRMAN
 JUSTINIAN SOCIETY OF LAWYERS
 NATIONAL ITALIAN AMERICAN FOUNDATION
 THE LAWYERS CLUB OF CHICAGO
 THE CITY CLUB OF CHICAGO
 PHI ALPHA DELTA LAW FRATERNITY

In addition, John has been appointed as a Neutral Arbitrator and Mediator for many years to resolve and arbitrate business related disputes. He serves on the Commercial Panel of the American Arbitration Association's National Roster of Arbitrators and Mediators.

REPRESENTATIVE MATTERS

- Successfully represented an heir of an Estate to block the sale of the Estate's interest in a closely held business that was to be sold for a devalued purchase price. John obtained an emergency Temporary Restraining Order ("TRO"), stopping the sale. The TRO was affirmed by the Appellate Court. John's legal theories that stopped the sale resulted in the heir becoming the majority and controlling owner of the business.
- Successfully prosecuted and negotiated a favorable buyout of a founder of a technology company in a bitter and acrimonious business divorce
- Successfully defended a professional services firm in a substantial post judgment collection proceeding
- Successfully represented and obtained a favorable settlement in arbitration on behalf of a publically traded business entity in a dispute involving the contractual obligations for the sale and purchase of heavy duty construction equipment.
- Represented and counseled business owners in the asset sale of a closely held business entity to a publically traded business entity. As part of the business sale, John was able to thwart and defend a significant threat of litigation involving the alleged misappropriation of trade secrets by the sellers that would have prevented the sale of the business.
- Represented the largest Japanese Hotel owner/operator, with 242 hotels under its marquee, in negotiating and securing City of Chicago approvals and property re-zoning necessary for the construction of a 23-story, 615 room hotel in Chicago. The client intends to develop numerous hotels in the United States.
- Secured a favorable outcome on behalf of a lender under a title insurance policy in U.S. Bankruptcy Court pursuant to fraud and equitable subordination and subrogation theories.
- Represented and obtained a significant settlement on behalf of a professional sports league in a lawsuit involving insurance broker fraud and negligence in the procurement of worker's compensation insurance.
- Represented and secured a favorable settlement for three entrepreneur-inventors in a lawsuit involving alleged trade secret misappropriation and breach of fiduciary duty related to a patented device.
- Obtained a multimillion-dollar judgment in a fraud investigation involving the embezzlement of a closely held business and reported the investigation results to federal authorities, resulting in the ultimate filing of a federal indictment.
- Successfully defended a business entity and its owner in a breach of contract and shareholder control/dispute litigation.
- Successfully defended various business entities and their owners against fraud, breach of fiduciary duty, and conspiracy allegations involving the alleged fraudulent inducement of an investment transaction and the recovery of the investment funds.
- Represented and secured a favorable defense and settlement of a trustee and co-guardian of a trust and a disabled person in an action to remove said trustee

and co-guardian based upon allegations of fraud and breaches of fiduciary duties.

- Successfully represented high level senior technology employees and their new employer against covenant not to compete, unfair competition, non-solicitation and trade secret misappropriation claims.
- Defended corporate business clients against the City of Chicago for municipal code violation and demolition claims.
- Represented a client, favorably, in a fee petition (fee-shifting) dispute and controversy.
- Negotiated favorable operating agreement terms and conditions in a new start up technology company.
- Arbitrated several matters, including a high stakes law firm partnership dispute

PROFESSIONAL BACKGROUND

John joined Aronberg Goldgehn in April 2015 from Taft Stettinius & Hollister LLP. He practiced at its Chicago office predecessor firm, Shefsky & Froelich, for 15 years.

He has been awarded an AV®Peer Review Rating from Martindale-Hubbell, its highest rating for ethical standards and legal ability. Also among his accolades, since 2007 John has been recognized annually as a Leading Lawyer in Commercial Litigation by Illinois Leading Lawyers. He has also been named a Super Lawyer in Business Litigation by Illinois Super Lawyers.

SPEECHES AND PUBLICATIONS

John has co-authored four chapters in "Disputes Involving Closely Held Companies 2020 Edition." Published in Feb. 2020 by the Illinois Institute for Continuing Legal Education, it is the essential guide for Illinois attorneys who represent closely held corporations, partnerships or LLCs. John's chapters are:

- "Governance Issues" (Chapter 1)
- "Personal Liability in Closely Held Entities" (Chapter 2)
- "Minority Stakeholder Rights" (Chapter 4)
- "Valuation" (Chapter 6)

He also recently co-authored "Easing the Path Toward an Involuntary Law Firm Break-Up" published by The Chicago Bar Association Record in September 2020 as well as "Easing the Path Toward an Involuntary Law Firm Break-Up" published in the *CBA Record* in the September/October 2020 edition.

Some of his recent presentations have included:

- Co-Moderator & Speaker, "Debunking the Myth that Arbitration is More Expensive than Litigation," The Chicago Bar Association, December 2020.
- Co-Presenter, "Covid-19: Force Majeure & Employer Liability," Rossdale Group CLE, December 2020.
- Co-Organizer & Co-Presenter, "Advanced Workshop For Improved Negotiation & Mediation Skills," The Chicago Bar Association, November 2020.
- Co-Organizer & Moderator, "A Live Interactive Workshop on The Effective Use of Remote Expert Testimony," The Chicago Bar Association, November 2020.

- Co-Moderator: "Best Practices for Remote Mediation," Chicago Bar Association, ADR Committee, October 2020.
- Co-Presenter: "The Compelling Use of Business Valuation Appraisals in Litigation," American Society of Appraisers International Conference, October 2020.
- Co-Presenter: "Utilizing Best Practices in ADR, ODR, & Court Litigation in the Era of COVID-19," American Bar Association-Business Law Section, Dispute Resolution Committee, September 23, 2020.
- "Religious Sincerity in Corporations & Businesses," a Catholic Lawyers Guild's virtual CLE program, June 16, 2020.
- "Attorneys in Transition: Ethical Considerations for Joining a New Firm, Merging Firms, Leaving a Firm or Succession Planning," a panel at Law Bulletin Media's "Ethics 2020" virtual event, June 11, 2020.
- "New Paths to Affordability" at the Chicago Bar Association's "New Dimensions in Affordable Housing" meeting, June 3, 2020.
- "The Role of the Expert in ADR-Mediation and Arbitration," a Forensic Expert Witness Association webinar, May 27, 2020.
- "The Virtual Delivery of Expert Testimony in the Era of COVID-19 and Beyond," a Forensic Expert Witness Association webinar, April 9, 2020.
- "Video Conferencing for Lawyers: A Practical Session & Discussion of Using Zoom in Mediations & Arbitrations," an ABA Business Law Section webinar, April 2, 2020.
- "Force Majeure Clauses and the COVID-19 Outbreak: What Are the Pressing Legal Issues?" a Chicago Bar Association webcast, March 25, 2020.
- "Advanced Workshop for Improved Negotiation, Mediation and Advocacy Skills - Sophisticated Strategies to Become a Better Advocate and Mediator," a Chicago Bar Association program, March 2-3, 2020.
- "Law Firm Breakups - Hard To Do?" a Chicago Bar Association webinar, Feb. 24, 2020.
- "The Process of Arbitration: Making an Effective Presentation of the Case," at the Chicago Bar Association's 2019 Arbitration Institute, Oct. 29, 2019.
- "Making Difficult & Distressed Corporate Divorce & Complex Ownership Disputes Resolvable Through Mediation and Arbitration, Inside and Outside of Court Litigation," at the annual meeting of the American Bar Association's Business Law Section, Sept. 14, 2019.
- "Delaware Business Divorce Update," at the Business Divorce Subcommittee of the ABA's Business Law Section meeting, Sept. 13, 2019.
- "Book & Records Requests Under Delaware & Illinois Law: The Dos & The Do Nots" at the Chicago Bar Association's Business Divorce and Complex Ownership Disputes Committee meeting, Sept. 21, 2019.
- "Reducing Unconscious Bias in the Courts and the Legal Profession," a Chicago Bar Association seminar, May 16, 2019.
- "Books & Records Request Strategies Under Sect 7.75 of the Illinois Business Corporation Act & Illinois LLC Act and Litigation Issues," at the Chicago Bar Association's Business Divorce & Complex Ownership Disputes Committee meeting, Nov. 12, 2018.
- "Delaware Law Update: Recent Valuation Issues in Business Divorces," at the Business Divorce Subcommittee of the ABA's Business Law Section meeting, Sept. 14, 2018.
- Facilitator, Illinois Supreme Court Commission on Professionalism Law School Orientation Program at DePaul University College of Law, 2012-2013.

LEADERSHIP ROLES/COMMUNITY INVOLVEMENT

- Chicago Bar Association's Business Divorce and Complex Ownership Disputes Committee, Co-Founder and Vice Chair, 2018; Chair, 2019-2020
- The Chicago Bar Association, Treasurer, 2020-2021; CBA Mediation Program, Co-Founder, 2020; Board of Managers, 2017-2019; CLE Committee, Vice-Chair, 2019-2020; Bench and Bar Committee, Chairman; Golf Outing Chairman
- The Chicago Bar Foundation's Investing in Justice Campaign, Leadership Representative, 1997-present
- The Chicago Bar Foundation's Board of Trustees, past Member, 2007-2013
- WINGS Board of Directors, Member, 2018-present; General Counsel to the Board, 2018-present
- The DePaul University College of Law Dean's Advisory Council, Member, 2018-2021; past Public Interest Law Board Member
- The Catholic Lawyers Guild of Chicago Board of Directors, Member, 2005-present; Audit Committee Chair
- Lawyers' Committee for The Retention of Cook County Judges, Co-Chair, 2003-present
- Fenwick High School Board of Trustees, Life Trustee, 2013-present; past Member, 2007-2014
- DuSable Black History Museum-Chicago, Director, 2019-present
- Simon Wiesenthal Center Midwest Advisory Council, Member, 2018-present
- City Club of Chicago, Member, 2001-present
- 100 Club of Chicago Board of Directors, past Member, 2010-2014
- The Civic Federation of Chicago Board of Directors, past Member, 2004- 2012
- Illinois Equal Justice Foundation, past Director
- Chicago Legal Clinic Board of Directors, past Member, 2005-2011
- Chicago Volunteer Legal Services Board of Directors, past Member, 2006-2010
- Fenwick High School Bar Association, Founder, 1989; past President, 2010- 2016
- The Justinian Society of Lawyers, past President, 2004-2005; Officer, 1999-2005
- Museum of Broadcast Communications, past Vice President and Board Member, 2006-2010
- Pitch & Hit Club of Chicago Board of Directors, past Member, 2016-2018
- Barrington 220 Educational Foundation Board of Trustees, Member, 2018-present
- Barrington Youth Baseball & Softball, Inc. Board of Directors, past Member, 1999-2009
- Barrington High School Baseball Booster Club, past President, 2013
- Barrington High School Horseshoe Club, President, 2016-present
- Illinois Fatherhood Initiative Board of Directors, Member, 2010-2019; past President, 2009-2010
- Jesse White Tumbling Team, Inc. Board of Directors, Member, 2008-present

RELATED NEWS

- John C. Sciacotta and Benjamin E. Haskin's Article "Easing the Path Toward an Involuntary Law Firm Break-Up" Published in the CBA Record
- John C. Sciacotta and Alan S. Wernick Serving as Mediators for the Chicago Bar Association's Newly Launched Mediation Service
- Twenty-Nine Aronberg Goldgehn Attorneys Named Illinois Leading Lawyers
- John Sciacotta Elected Treasurer of the Chicago Bar Association for 2020-2021

- "40 Under Forty Hall of Fame Feature: John Sciacotta" Published in CBA's Young Lawyers Section's @theBar Blog
- Aronberg Goldgehn Attorneys Author Chapters in "Disputes Involving Closely Held Companies 2020 Edition," Published by IICLE
- Eight Aronberg Goldgehn Members Named Super Lawyers By Illinois Super Lawyers
- Elizabeth Lazzara and John Sciacotta Serving as Campaign Vice Chairs for the 2019 Investing in Justice Campaign
- Twenty-Three Aronberg Goldgehn Attorneys Named Leading Lawyers in Illinois
- Chris Bannon, Jay Frank, Tom Hanekamp, Julie Johnson, John Sciacotta, Blooma Stark and Michael Zaslavsky Named "Super Lawyers" By Illinois Super Lawyers
- John Sciacotta Elected a Trustee of the Barrington School District 220 Educational Foundation Board
- Jerry Holisky and John Sciacotta Co-Founders of the Chicago Bar Association's New Business Divorce and Complex Ownership Disputes Committee
- John Sciacotta Elected a Member of The DePaul University College of Law Dean's Council
- John Sciacotta Joins the Board of Directors of the Non-Profit WINGS
- John Sciacotta To Be Honored With Fenwick High School's 2018 Accipiter Award
- Twenty Aronberg Goldgehn Attorneys Named Leading Lawyers By Illinois Leading Lawyers
- John Sciacotta To Be Installed on the Chicago Bar Association's Board of Managers



Robert N. Sodikoff



MEMBER

T: 312.755.3155
F: 312.222.6355
rsodikoff@agdglaw.com

Banking and Finance
Business Law and Transactions
Construction Law
Employment Law
Loan Workouts and Foreclosure
Real Estate and Construction

EDUCATION

NORTHWESTERN UNIVERSITY SCHOOL
OF LAW, J.D., *CUM LAUDE*, 1973
UNIVERSITY OF ILLINOIS,
URBANA-CHAMPAIGN, B.A., *WITH*
HONORS, 1970

ADMISSIONS

ILLINOIS
U.S. COURT OF APPEALS FOR THE
SEVENTH CIRCUIT
U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
UNITED STATES SUPREME COURT
CIRCUIT COURT OF COOK COUNTY
CIRCUIT COURT OF DUPAGE COUNTY

ACKNOWLEDGMENTS

AV® PEER REVIEW RATING FROM
MARTINDALE-HUBBELL
ILLINOIS LEADING LAWYER IN BANKING
& FINANCIAL INSTITUTIONS LAW AND
CLOSELY & PRIVATELY HELD
BUSINESS LAW (2004-2020)
NAMED A SUPER LAWYER IN REAL
ESTATE AND CLOSELY HELD
BUSINESS LAW BY ILLINOIS SUPER
LAWYER (SINCE 2006)

MEMBERSHIPS

CHICAGO BAR ASSOCIATION, REAL
ESTATE LAW SECTION
AMERICAN BAR ASSOCIATION

Robert N. Sodikoff is Co-Chair of the Real Estate Group at Aronberg Goldgehn. He has a broad-based practice with a particular focus on corporate and real estate law matters. He represents banks and corporate borrowers in connection with asset-based and real estate financing, including the negotiation and preparation of loan documents. Bob has served as lender's counsel in various real estate based financing transactions, representing aggregate borrowing in excess of \$1 billion. He has also represented borrowers in connection with purchase money financing and refinancing transactions.

Bob serves as general counsel for several clients, advising them on general corporate matters, including shareholder agreements, consulting arrangements, asset and stock sales and purchase agreements. He recently negotiated and drafted distribution agreements, licensing agreements and marketing agreements on behalf of national and international companies. He also represents a number of closely held companies, including medical practices, manufacturing companies and service companies.

In his real estate practice, Bob represents both buyers and sellers of real estate. He has substantial experience in negotiating and drafting commercial and industrial leases (representing both landlords and tenants) and construction contracts. He also works with real estate developers, land owners and builders in zoning and related matters, and has represented both purchasers and sellers of shopping centers and industrial buildings.

Also, as part of his broad-based practice, Bob represents management in collective bargaining, union grievances, and Title VII and employment litigation. He also has negotiated numerous severance agreements and employment contracts, including agreements not to compete. Additionally, he has counseled medical corporations in HIPAA, employment and buy-sell arrangements.

REPRESENTATIVE MATTERS

- Serving as lender's and issuer's counsel in real estate financing transactions, representing aggregate borrowing in excess of \$1 billion
- Representing sellers in Section 1031 exchanges of real property
- Representing a large food products company in a variety of contracts and negotiations, including supplier agreements, transportation agreements, distribution agreements, sales representative agreements, co-packing and co-marketing agreements, and the licensing of its trademark

- Representing management in the negotiation of collective bargaining agreements and in grievance proceedings for manufacturing facilities in Illinois and Kansas
- Advising construction companies on the proper establishment and maintenance of a two-gate system

Bob has taught courses on the Uniform Commercial Code and on Introduction to Law. He has also authored:

- "Letters of Credit," Chapter 10 in "Secured Transactions 2016," published by the Illinois Institute for Continuing Legal Education.
- "Letters of Credit," Chapter 10 in "Secured Transactions 2013," published by the Illinois Institute for Continuing Legal Education.

PROFESSIONAL BACKGROUND

Bob joined Aronberg Goldgehn in June 1973. He holds the AV® Peer Review Rating from Martindale-Hubbell, its highest rating for ethics and legal ability. Also among his accolades, since 2004 Bob has been recognized annually as a Leading Lawyer in Banking & Financial Institutions Law and Closely & Privately Held Business Law by Illinois Leading Lawyers. Since 2006, he has been named a Super Lawyer in Real Estate and Closely Held Business Law by Illinois Super Lawyers.

COMMUNITY INVOLVEMENT

Active in the community of Burr Ridge, Bob has served in several capacities and leadership positions.

- Village of Burr Ridge, Chairman of Planning Commission and Zoning Board of Appeals (1990-1999)
- Village of Burr Ridge, Trustee (1999-2012)
- Village of Burr Ridge, Acting Village President (May 2012-2013)

RELATED NEWS

- Twenty-Nine Aronberg Goldgehn Attorneys Named Illinois Leading Lawyers
- Twenty-Three Aronberg Goldgehn Attorneys Named Leading Lawyers in Illinois
- Twenty Aronberg Goldgehn Attorneys Named Leading Lawyers By Illinois Leading Lawyers



Sandra A. Aguilera



MEMBER

Banking and Finance
Loan Workouts and Foreclosure
Real Estate and Construction

T: 312.755.3165

F: 312.828.9635

saguilera@agdglaw.com

EDUCATION

THE JOHN MARSHALL LAW SCHOOL,
J.D., 2005
UNIVERSITY OF ILLINOIS AT
URBANA-CHAMPAIGN, 2000

ADMISSIONS

ILLINOIS

MEMBERSHIPS

HISPANIC LAWYERS ASSOCIATION OF
ILLINOIS, JD MENTORSHIP PROGRAM
CHICAGO BAR ASSOCIATION
COMMERCIAL LITIGATION
COMMITTEE, BANKRUPTCY AND
REORGANIZATION COMMITTEE AND
ANIMAL LAW COMMITTEE)
ILLINOIS STATE BAR ASSOCIATION
(CHAIR OF THE COMMERCIAL,
BANKING, COLLECTIONS AND
BANKRUPTCY SECTION COUNCIL,
2018-2019)
THE JOHN MARSHALL LAW SCHOOL
ALUMNI ASSOCIATION, MENTORSHIP
PROGRAM

Sandra has counseled and represented creditors and financial institutions for 15 years, concentrating her work in foreclosures, loan restructurings, workouts and bankruptcy matters on behalf of creditors. She has extensive experience in a wide variety of real estate finance transactions, loan sales and purchases, enforcement of leasehold rights in personal and real property, and the sale of commercial and residential properties.

Sandra is skilled in guiding clients through the legal landscape of loan modifications and workouts as well as complex title matters. Her common sense approach helps clients achieve their goals while minimizing the time and cost to accomplish them.

SPEECHES AND PRESENTATIONS

Sandra recently published "COVID-19 Impact on Post Judgment Collections," a *Business Litigation Alert*, April 17, 2020. The alert explains Executive Order 2020-25 and its impact on post-judgment actions relating to the collection of a consumer debt.

She recently presented "Titles" at Auction.com's Monthly Workshop for Real Estate Investors, Feb. 19, 2020.

PROFESSIONAL BACKGROUND

Sandra joined Aronberg Goldgehn in December 2019. Previously she practiced at Saul Ewing Arnstein & Lehr LLP.

She is a volunteer attorney with Minority Legal Education Resources, Inc. where she tutors and prepares prospective attorneys for the Illinois Bar Exam. While attending The John Marshall Law School, she served as a Clinic Intern, preparing and filing federal complaints & HUD complaints on behalf of clients, and assisting HUD investigators and attorneys with investigations and discovery on possible discrimination.

Sandra is fluent in Spanish.

COMMUNITY INVOLVEMENT

- Minority Legal Education Resources, Inc., Bar Preparation Program, Volunteer Tutor
- Hispanic Lawyers Association of Illinois, J.D. Mentorship Program
- The John Marshall Law School Alumni Association, Mentorship Program

LEADERSHIP ROLES

- Illinois State Bar Association's Commercial, Banking, Collections and Bankruptcy Section Council, Chair, 2018-2019



Blake S. Kocian



ASSOCIATE

Banking and Finance
Business Law and Transactions

T: 312.755.3169
F: 312.222.6367
bkocian@agdglaw.com

EDUCATION

CHICAGO-KENT COLLEGE OF LAW,
J.D., 2015
SAINT LOUIS UNIVERSITY, B.S. IN
BUSINESS ADMINISTRATION, 2012

ADMISSIONS

ILLINOIS, 2015

MEMBERSHIPS

CHICAGO BAR ASSOCIATION

Blake Kocian represents clients in business and transactional matters as well as in corporate finance, commercial real estate and intellectual property matters.

He assists entrepreneurs and companies on the formation of business enterprises, acquisitions and divestitures, and commercial contracts. He is experienced in drafting and negotiating a variety of agreements and contracts.

PUBLICATIONS

Blake is co-author of "Personal Liability in Closely Held Entities," Chapter 2 in "Disputes Involving Closely Held Companies 2020 Edition." Published by the Illinois Institute for Continuing Legal Education in Feb. 2020, it is the essential guide for Illinois attorneys who represent closely held corporations, partnerships or LLCs.

PROFESSIONAL BACKGROUND

Blake joined Aronberg Goldgehn in January 2018. Previously, he was with Discover Financial Services where he handled contracts. Prior to that he was in private practice with a financial services boutique law firm where he drafted and negotiated financial trading agreements for buy-side clients with individual funds in excess of \$1 billion.

Before graduating from law school, Blake gained experience in corporate and business law, intellectual property and employment law, as well as litigation while serving as a Law Clerk, Summer Associate and subsequently an Extern with three different Chicago law firms.

While at Chicago-Kent College of Law, he was a member of the International Moot Court Honors Society and held the roles of Assistant Managing Editor, Contributing Editor and Associate Editor with *The Journal of International and Comparative Law*.

RELATED NEWS

- Aronberg Goldgehn Attorneys Author Chapters in "Disputes Involving Closely Held Companies 2020 Edition," Published by IICLE



Michael S. Nelson



ASSOCIATE

Business Law and Transactions
Real Estate and Construction

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F: 312.222.6373

mnelson@agdgllaw.com

EDUCATION

CHICAGO-KENT COLLEGE OF LAW,
J.D., *CUM LAUDE*, 2010
DEAN'S LIST RECOGNITION - SPRING
2008, FALL 2008, SPRING 2009, FALL
2009

LOYOLA UNIVERSITY CHICAGO
SCHOOL OF LAW, 2008
STUDY LAW ABROAD PROGRAM,
ROME, ITALY

INDIANA UNIVERSITY, B.A.,
PHILOSOPHY AND HISTORY, *MAGNA
CUM LAUDE*, 2005

MISSIONS

ILLINOIS, 2010
U.S. DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS,
2011

ACKNOWLEDGMENTS

CALI AWARD, JURISPRUDENCE
(SPRING 2010)
CALI AWARD, LEGAL WRITING IV
(SPRING 2009)
CALI AWARD, PROPERTY LAW (SPRING
2008)
PHI BETA KAPPA

Michael S. Nelson represents clients in real estate and business transactional matters.

He is experienced in handling real estate transactions from inception to conclusion, including negotiating, drafting and reviewing contracts, transfer instruments, leases, and lending documents. He reviews and resolves title insurance issues, when necessary, and represents clients at real estate closings. Mike's real estate practice also includes negotiating, drafting and reviewing lending documents for non-institutional transactions, including contracts, promissory notes and security agreements.

Mike represents businesses in business formations and sales, including assisting in negotiations, drafting and reviewing organizational documents, as well as drafting equity interest, asset and stock purchase agreements.

PROFESSIONAL BACKGROUND

Mike joined Aronberg Goldgehn as an associate in January 2017. Previously he was an associate for six years with the Law Offices of Joseph G. Howard, P.C., where he handled real estate and business transactions in addition to civil and family litigation.

While in law school Mike served as a Judicial Extern for the Hon. Samuel De-Yeghiayan of the U.S. District Court for the Northern District of Illinois. While in that role, he prepared draft opinions and decisions; researched a wide range of procedural and substantive issues; drafted research memoranda; edited opinions and decisions; drafted briefs on pending motions; and observed daily court call.

Also while in law school, Mike was a part-time Teaching Assistant in the instruction of Property Law for first-year law students.

Zachariah J. Snyder

ASSOCIATE

Business Law and Transactions
Business Litigation

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zsnyder@agdgllaw.com

EDUCATION

CHICAGO-KENT COLLEGE OF LAW,
J.D., *CUM LAUDE*, 2018
DEAN'S HONORS SCHOLAR PROGRAM
(FULL TUITION SCHOLARSHIP)

BUTLER UNIVERSITY, B.A., ENGLISH
LANGUAGE AND LITERATURE/
LETTERS, GERMAN, *CUM LAUDE*, 2013

ADMISSIONS

ILLINOIS, 2018

ACKNOWLEDGMENTS

CALI EXCELLENCE FOR THE FUTURE
AWARD RECIPIENT FOR FIVE LAW
SCHOOL CLASSES - INTERNATIONAL
AND COMPARATIVE ANTITRUST,
ALTERNATIVE DISPUTE RESOLUTION,
SUPREME COURT REVIEW,
PROFESSIONAL RESPONSIBILITY, AND
INTERNATIONAL BUSINESS
TRANSACTIONS
CHICAGO-KENT COLLEGE OF LAW
DEAN'S LIST (FALL 2015-SPRING 2018)

Zach Snyder represents an expansive range of businesses in complex commercial litigation. He participates in all phases of litigation, including drafting pleadings, preparing discovery, and preparing motions and briefs. He is also experienced in FINRA arbitrations.

In addition, Zach represents entrepreneurs and companies in corporate governance and transactional matters, including in the formation of business enterprises, acquisitions and divestitures, and commercial contracts. He assists in drafting and negotiating a variety of agreements and contracts.

PUBLICATIONS

- "Now's A Good Time to Consider Including Arbitration Clauses in Business Agreements," *Business Litigation Alert*, May 20, 2020.
- "Force Majeure and Other Potential Defenses for Parties in Breach Due to the COVID-19 Pandemic," *Business Litigation Alert*, May 7, 2020.
- "Minority Stakeholder Rights," Chapter 4 in "Disputes Involving Closely Held Companies -- 2020 Edition," published by the Illinois Institute for Continuing Legal Education, Feb. 2020.

PROFESSIONAL BACKGROUND

Zach joined Aronberg Goldgehn as law clerk in 2017 and, upon passing the bar and his admission to practice, he became an Associate attorney with the firm in November 2018.

Prior to joining Aronberg Goldgehn, he was a legal intern with the U.S. Commodity Futures Trading Commission in 2017 and was a law clerk with Shaw Legal Services in 2016.

While attending law school at Chicago-Kent, Zach served as a research assistant for Pro. William Birdthistle and as the language coordinator from Fall 2015-Spring 2017, wherein he tutored international students on their English.

Prior to attending law school, Zach held language and marketing consulting positions with IGB Automotive Ltd. and Piterion. At the latter, he re-authored the English language website in addition to generating, revising and translating from German marketing collateral for English language markets. Additionally, he developed an English language sales template for German personnel to use with potential English speaking customers.

Zach was issued a Yellow Belt Certification in Lean Six Sigma in April 2017 from SeyfarthLean Consulting. He is proficient in German.

LEADERSHIP ROLES

- Law Firm Management Society, Treasurer (May 2017-present)

RELATED NEWS

- Aronberg Goldgehn Attorneys Author Chapters in "Disputes Involving Closely Held Companies 2020 Edition," Published by IICLE

ARDC Records

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GOLDGEHN



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LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	Michael Joseph Hayes
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	October 17, 1974
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 755-3178
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email registration@iardc.org. For changes to contact information, including address, telephone or employer information, we require that the attorney submit a change of address form. Please consult our [Address Change Requests](#) page for details. Name changes require the filing of a motion with the Supreme Court. Please consult our [Name Change Requests](#) page for details.

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LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	Robert Noel Sodikoff
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 6, 1973
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-3586
Registered Business Phone:	(312) 755-3155
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

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ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	John Carmen Sciacotta
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 5, 1987
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 828-9600
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

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ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	Sandra Alicia Aguilera
Full Former name(s):	Sandra Alicia Franco
Date of Admission as Lawyer by Illinois Supreme Court:	November 10, 2005
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 828-9600
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

**Public Record of Discipline
and Pending Proceedings:** None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

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LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	Blake Stephen Kocian
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 5, 2015
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 755-3169
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email registration@iardc.org. For changes to contact information, including address, telephone or employer information, we require that the attorney submit a change of address form. Please consult our [Address Change Requests](#) page for details. Name changes require the filing of a motion with the Supreme Court. Please consult our [Name Change Requests](#) page for details.

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LAWYER SEARCH: ATTORNEY'S REGISTRATION AND PUBLIC DISCIPLINARY RECORD

ARDC Individual Attorney Record of Public Registration and Public Disciplinary and Disability Information as of January 27, 2021 at 9:00:00 AM:

Full Licensed Name:	Michael S Nelson
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 4, 2010
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 755-3136
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

**Public Record of Discipline
and Pending Proceedings:** None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email registration@iadc.org. For changes to contact information, including address, telephone or employer information, we require that the attorney submit a change of address form. Please consult our [Address Change Requests](#) page for details. Name changes require the filing of a motion with the Supreme Court. Please consult our [Name Change Requests](#) page for details.

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Full Licensed Name:	Zachariah Joseph Snyder
Full Former name(s):	None
Date of Admission as Lawyer by Illinois Supreme Court:	November 8, 2018
Registered Business Address:	Aronberg, Goldgehn, Davis & Garmisa 330 North Wabash Avenue Suite 1700 Chicago, IL 60611-7765
Registered Business Phone:	(312) 828-9600
Illinois Registration Status:	Active and authorized to practice law - Last Registered Year: 2021
Malpractice Insurance: (Current as of date of registration; consult attorney for further information)	In annual registration, attorney reported that he/she has malpractice coverage.

Public Record of Discipline and Pending Proceedings: None

Check carefully to be sure that you have selected the correct lawyer. At times, lawyers have similar names. The disciplinary results displayed above include information relating to any and all public discipline, court-ordered disability inactive status, reinstatement and restoration dispositions, and pending public proceedings. Investigations are confidential and information relating to the existence or status of any investigation is not available. For additional information regarding data on this website, please contact ARDC at (312) 565-2600 or, from within Illinois, at (800) 826-8625.

ARDC makes every effort to maintain the currency and accuracy of Lawyer Search. If you find any typographical errors in the Lawyer Search information, please email registration@iardc.org. For changes to contact information, including address, telephone or employer information, we require that the attorney submit a change of address form. Please consult our [Address Change Requests](#) page for details. Name changes require the filing of a motion with the Supreme Court. Please consult our [Name Change Requests](#) page for details.

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BLAKE S. KOCIAN
SAMUEL R. LEIST
NICOLE MILLER
MICHAEL S. NELSON
ZACHARIAH SNYDER
MARK A. SWANTEK

OF COUNSEL
WILLIAM J. GARMISA
MITCHELL S. GOLDGEHN
MICHAEL HAYES SR
HENRY M. MORRIS
ALAN S. WERNICK

WRITER'S DIRECT DIAL NUMBER:

January 28, 2021

Re: Response to RFQ 1-28-2021

Additional Engagement Conditions:

The provision of our Firm Indemnifying the Village. **MUST BE DELETED IN ITS ENTIRETY.** We are always subject to professional practice claims/liability to our client, the Village. Given the scope of this project as special counsel, we will **NOT** indemnify the Village for any third party claims against the Village arising from this engagement.

Village Indemnifying Aronberg:

The final contract will need to include express indemnification of the Firm from and against claims brought by third party non-clients, pursuant to an indemnification clause to be negotiated in the final contract, with indemnification language usual and customary in contracts with third party service providers such as escrow agents, trustees, valuation firms, investment bankers, etc.

OUR FILE NUMBER:

COST PROPOSAL ESTIMATE

PROJECT DETAILS

The Village seeks to establish a professional services contract for legal services contingent on available funding and mutual agreement between the two parties. The core deliverables of the investigation will include:

<u>Task</u>	<u>Low</u>	<u>High</u>
<u>Fact Finding in Hours</u>		
• Identify the rules, ordinances, practices and procedures that were not followed, if any.	100	120
• Identify any potential criminal actions for which a complaint should be filed.	40	60
• Identify all Village property transactions.	20	30
<u>Report</u>		
• Summary of the actions taken between acquisitions and sales of these properties.	40	60
• Any recommended procedural changes to ensure complete transparency moving forward.	20	40
• Any recommended procedural changes to ensure best practices are followed for property acquisitions and sales.	20	40
<u>Total</u>	240 hrs	350 hrs



ARONBERG GOLDGEHN

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330 N. Wabash Ave., Suite 1700
Chicago, Illinois 60611-3586
TEL: 312-828-9600
FAX: 312-828-9635
www.agdglaw.com

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JAMES A. CHRISTMAN
CATHERINE CONNELLY-WARREN
M. CHIP DE PRETER
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AMY RAPOPORT GIBSON
PAUL A. GILMAN
THOMAS K. HANEKAMP
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AMBER O. LAFEVERS
LINDSAY P. LOLLIO

ELIZABETH OLEN LAZZARA
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MITCHELL J. MELAMED
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WILLIAM L. NIRO
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R. TIMOTHY NOVEL
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BERNARD A. SCHLIFKE
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JOHN C. SCIACCOTTA
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BLOOMA STARK
SHARON S. ZABAN
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WRITER'S DIRECT DIAL NUMBER: (312) 755-3180

January 28, 2021

George Koczwara
gkoczwara@orlandpark.org

Re: Village of Orland Park RFQ Special Counsel Legal Services

Dear Mr. Koczwara:

We have conducted a conflicts check and discovered no conflicts of interest with any existing clients in connection with the above referenced proposed matter.

ARONBERG GOLDGEHN DAVIS & GARMISA

/s/ John C. Sciacotta

John C. Sciacotta

Associated Industries Insurance Company,
Inc.
Administered through:
AmTrust E&S Insurance Services
160 Federal Street, 3rd Floor
Boston, MA 02110

Policy Number: AES1198165 01

Named Insured: Aronberg Goldgehn Davis &
Garmisa and Reliable Title Co., LLC



AmTrust E&S Insurance Services
An AmTrust Financial Company

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY DECLARATIONS

Renewal of:	N/A	Policy Period:	From	6/6/2020	To	6/6/2021
Retroactive Date:	Full Prior Acts	Prior and Pending Litigation Date: 6/6/2020				
Named Insured and Address		Broker Name and Address				
Aronberg Goldgehn Davis & Garmisa and Reliable Title Co., LLC 330 N Wabash Ave Suite 1700 Chicago, IL 60611		Michael Freishtat 500 W Monroe 27th Floor Chicago, IL 60661				

Professional Services Covered by this Policy: Per Policy Form

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Claim	\$	5,000,000
Policy Period Aggregate	\$	5,000,000

DISCIPLINARY PROCEEDING COVERAGE

Each Disciplinary Hearing	\$	25,000
Policy Period Aggregate	\$	100,000

NETWORK SECURITY AND PRIVACY COVERAGE

Each Claim	\$	500,000
Policy Period Aggregate	\$	500,000

RETENTION

Each Claim	\$	50,000
Policy Period Aggregate	\$	None

SELF-INSURED RETENTION

MAXIMUM LIMIT

Each Claim	\$	5,000,000
Policy Period Aggregate	\$	5,000,000

Forms and Endorsements Applicable

See Forms and Endorsements Schedule

THIS IS A CLAIMS MADE AND REPORTED POLICY, EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES, UNLESS THE POLICY IS OTHERWISE ENDORSED. AMOUNTS INCURRED FOR CLAIM EXPENSES AND DAMAGES SHALL ALSO BE APPLIED AGAINST THE SELF-INSURED RETENTION, UNLESS THE POLICY IS OTHERWISE ENDORSED.

TERMS THAT APPEAR IN BOLD TYPE, OTHER THAN THE CAPTION TITLES, HAVE SPECIAL MEANING.
PLEASE REFER TO SECTION II. DEFINITIONS.

These Declarations, the completed and signed Application, and this policy with endorsements shall constitute the full and complete contract between the Insured and the Company as of the effective date unless and until

Issued Date: 6/5/2020

AESDEC PL 120 0114