

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0497

Contract #: 20250418

Start date: 8/1/2025

End date: 7/31/2026

Amount: Rates Per Proposal

Contingency Amount:

Department: Village Manager's Office

Total Contract Amount:

Contract Type: Professional Services / Legal Agreement

Contractors Name: Miller, Canfield, Paddock and Stone, P.L.C.

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐

Self-Certifying ☐

Did not disclose ☒

Contract Description: Legal Services. (Contract may be extended for successive one-year periods)

**AGREEMENT FOR LEGAL SERVICES
BETWEEN
THE VILLAGE OF ORLAND PARK
AND
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.**

This Agreement for Legal Services ("Agreement") is entered into by and between the Village of Orland Park, a municipal corporation organized and existing under the laws of Illinois ("Village"), and Miller, Canfield, Paddock and Stone, P.L.C., an Illinois professional corporation ("Law Firm" or "Firm"). Collectively, the Village and the Law Firm are referred to herein as the "Parties."

**ARTICLE I
SCOPE AND ADMINISTRATION OF AGREEMENT**

Scope of Engagement. The Law Firm is hereby engaged to provide those legal services described in Exhibit A ("Scope of Services"), at the direction of the Village Manager or designee, and in strict accordance with this Agreement. The primary attorneys responsible for the Village's matters are James M. Snyder with assistance from other Law Firm attorneys as necessary. Any material revision to the scope of services must be approved in writing by both Parties.

Additional Engagements. The Law Firm may represent the Village in additional matters, subject to mutual written approval and as set forth in this Agreement or the Scope of Services.

Dodd-Frank Act Notice. Pursuant to Section 975 of the Dodd-Frank Act, the Law Firm does not act as a financial advisor or financial expert regarding the issuance of municipal securities or municipal financial products. Any advice, recommendation, or opinion expressed by the Law Firm shall not be deemed to constitute financial advice or expertise regarding such matters.

Standard of Care. The Law Firm agrees to perform services in accordance with the standards customarily adhered to by experienced, competent law firms in Illinois, exercising the care and skill ordinarily used by reputable attorneys.

Professional Judgment and Limitations. The Law Firm cannot guarantee the outcome of any matter. Any expression of professional judgment is limited by the Firm's knowledge of facts and interpretation of law at the time, and subject to unknown or undisclosed factors.

Independent Contractor. The Law Firm is an independent contractor providing services in accordance with this Agreement, its Proposal (as applicable), and the Illinois Rules of Professional Conduct.

Additional Firms and Contractors. The Village reserves the right to retain, at its own expense, additional law firms or contractors for any services it deems necessary.

Modification of Scope. The Village may order changes to the scope of services by altering, adding to, or deducting from the services to be performed. Any material revision is subject to the Law Firm's prior written consent and all changes must be in writing.

Restrictions and Regulations. The Law Firm will promptly notify the Village in writing of any regulations or restrictions which may require modification of the quality or performance of services. The Village may accept or reject such modifications or terminate this Agreement at no expense if modifications are not acceptable.

Consent to Electronic Communication. The Parties consent to the use of electronic communications (e.g., email, document transfer, wireless devices) for convenience and efficiency, acknowledging that such methods may pose risks to confidentiality and privilege. The Village agrees that the benefits outweigh the risks.

ARTICLE II CONFIDENTIALITY AND RELATED MATTERS

Attorney-Client Privilege. The Law Firm shall maintain the confidentiality of information relating to its representation of the Village, subject to applicable law and exceptions. The attorney-client relationship is with the Village as an entity, not with individual officials, employees, or other persons. In litigation matters where elected or appointed officials or employees are named parties, privilege extends to them as well.

Village's Duty to Inform. The Village is obligated to inform the Law Firm of unasserted possible claims or potential litigation so that proper disclosures can be made to auditors and so that the Law Firm may provide appropriate representation.

Privileged Communications. The Village shall treat all communications, including invoices and legal advice, as privileged and confidential, even if not specifically marked, subject to exceptions under the Freedom of Information Act or Open Meetings Act.

Outsourcing and Confidentiality. The Law Firm may outsource certain administrative or legal support functions, potentially involving third parties (including those outside the U.S.). The Law Firm will comply with all applicable legal ethics rules regarding outsourcing and the protection of confidential information.

Artificial Intelligence. The Law Firm may utilize AI for work performed for the Village, verifying the accuracy of AI-generated information in accordance with applicable professional conduct rules and its own AI policy.

Sunshine Law Compliance. The Village is subject to the Freedom of Information Act and Open Meetings Act, and information required to be made public under these laws will not be treated as confidential. The Law Firm will treat all other information as confidential to the extent permitted by law.

In-House Privilege. The Law Firm may consult with its own internal or external counsel regarding its rights and obligations to the Village. Such communications are privileged and not subject to disclosure.

ARTICLE III PRESERVATION OF DOCUMENTS

Duty to Preserve. Upon notice of a claim or litigation, the Village must retain all relevant documents and Electronically Stored Information (“ESI”), suspend all disposal procedures, and institute a Litigation Hold to ensure preservation of evidence. The Law Firm will assist the Village in identifying required documents and, if necessary, in drafting appropriate notices to relevant personnel.

ARTICLE IV COMPENSATION, FEES, AND BILLING

Compensation. The Village will compensate the Law Firm according to the hourly rates and fee schedules set forth in Exhibit B (Compensation, Fee Schedule, and Billing Guidelines), and as specified in the Proposal, if applicable. The Law Firm’s rates may be adjusted annually, effective January 1, unless otherwise agreed. The Village must object in writing to any rate increase within 30 days of receiving the written notification of rate increase.

Invoices and Payment. The Law Firm will submit monthly invoices detailing services, time spent, and expenses. The Village agrees to pay undisputed amounts within 60 days of receipt. If the Village disputes a portion of an invoice, it shall pay the undisputed portion and promptly notify the Law Firm in writing of the dispute.

Expenses. The Village shall reimburse the Law Firm for actual, reasonable out-of-pocket expenses incurred on its behalf, including but not limited to filing fees, travel (with prior approval), messenger services, copying, and legal research. The Law Firm will seek approval from the Village before incurring significant third-party expenses.

Non-Contingency. Payment for legal services is not contingent on the outcome of any matter unless specifically agreed to in writing.

Delinquency and Withdrawal. If a non-disputed invoice remains unpaid for more than 120 days, the Law Firm may withdraw from representation, subject to applicable ethics rules. Unpaid fees may accrue interest as provided by the Local Government Prompt Payment Act.

ARTICLE V
TERM, SUSPENSION, AND TERMINATION

Term. This Agreement is effective August 1, 2025, and continues through July 31, 2026. It may be extended for successive one-year periods unless either Party provides at least 30 days' written notice of termination prior to the end of the current term.

Suspension and Termination by Village. The Village may suspend or terminate this Agreement for convenience with 30 days' written notice. Upon termination, the Law Firm will discontinue all affected services, complete any necessary closing tasks, and deliver all work product and documents to the Village. The Village will pay the Law Firm for services satisfactorily performed to the date of suspension or termination.

Termination by Law Firm. The Law Firm may withdraw in accordance with the Illinois Rules of Professional Conduct, including for reasons such as nonpayment, conflict of interest, or failure to cooperate. Written notice will be provided, and the Village remains responsible for payment of all fees and expenses incurred to the date of withdrawal.

Transition to New Counsel. Upon termination, the Law Firm is not required to release files to successor counsel until all outstanding fees and expenses are paid.

ARTICLE VI
INSURANCE

Insurance. The Law Firm shall maintain, at its own expense and throughout the term of this Agreement, insurance coverage as specified in Exhibit C (Certificates of Insurance), including but not limited to commercial general liability, automobile liability, workers' compensation, and professional liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate (or as otherwise required by the Village). Certificates of insurance shall be provided to the Village prior to commencement of services and upon renewal.

ARTICLE VII
OTHER TERMS AND CONDITIONS

Conflicts of Interest. The Law Firm shall not represent another client with interests directly adverse to the Village without full disclosure and written consent of both clients, and subject to the applicable ethics rules.

Joint Projects. The Law Firm may, with advance authorization, perform work for one client that benefits multiple local government clients, dividing costs as a flat fee among participating clients.

Subcontractors. All agreements with subcontractors must require insurance at the same levels as this Agreement, timely payment, and must not involve the Village in disputes between the Law Firm and subcontractors.

Records Retention and Access. The Law Firm shall retain and maintain accessible records and documents related to this Agreement for at least five (5) years after final payment, making them available for inspection by the Village upon request.

Notices. All notices under this Agreement shall be in writing and delivered by email, personal delivery, or nationally recognized overnight courier to the addresses listed below:

If to the Village:

George Koczwara, Village Manager
Village of Orland Park
14700 Ravinia Ave.
Orland Park, IL 60462
gkoczwara@orlandpark.org

If to the Law Firm:

James M. Snyder
Miller, Canfield, Paddock and Stone, P.L.C.
227 West Monroe Street, Suite 3600
Chicago, IL 60606
snyder@millercanfield.com

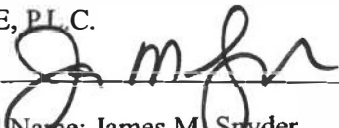
Jurisdiction. Any dispute arising under this Agreement shall be resolved in the Circuit Court of Cook County, Illinois.

Complete Agreement. This Agreement, including all Exhibits and any Proposal Letter referenced herein, constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings. No modification shall be effective unless expressly agreed in writing by both Parties.

Execution and Acceptance. The Village's execution of this Agreement constitutes acceptance of its terms and conditions. If any provision is unacceptable to the Village, the Parties shall promptly resolve such issues to ensure a clear and consistent understanding.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the dates set forth below.

MILLER, CANFIELD, PADDOCK AND
STONE, P.L.C.

By: 

Printed Name: James M. Snyder

Its: Principal

Dated: 9/25/2025, 2025

VILLAGE OF ORLAND PARK

By: 

Printed Name: George Koczwara

Its: Village Manager

Dated: 9-25-25, 2025

EXHIBIT A: Scope of Services

A. As- Needed Legal Services:

The Village has the right to determine the services to be performed by the Firm under this Agreement. These services may include the following:

1. Provides legal advice, counsel, services and consultation on a wide variety of civil assignments, including but not limited to: general civil law, general state and federal laws relating to grant and contract issues, public disclosure issues, laws against discrimination, property/real estate law, contract law, purchasing and procurement, statutory law related to service delivery and intergovernmental agreements, and law that may affect Village governance. Counsel's advice includes methods to avoid civil litigation.
2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions. Availability to answer questions by telephone or email.
3. Appears before courts and administrative agencies to represent the Village's interests.
4. Works cooperatively with any other legal counsel retained by the Village for special projects. Coordinates with other counsel, as needed, to ensure proper management of legal issues, and proper coordination and transition of legal information among counsel.
5. Furnish legal advice and assistance on employment and labor-related matters.
6. Give opinions and rulings on questions of law.
7. Review and redrafts of various policies for legal correctness and acceptability. This would include by way of example but not limited to, Personnel Policies, Village Code, etc.
8. Negotiate and execute agreements, compromises or settlement of litigation in which the Village is involved, subject to prior approval or ratification by the Village.
9. Attend meetings or executive sessions of the Village Board and/or other meetings as requested.
10. Performs other legal services and tasks, as requested.

EXHIBIT B: Compensation, Fee Schedule, and Billing Guidelines

A. Rate:

The Village agrees to pay Law Firm for authorized Services performed at the direction of the Village under this Agreement as follows:

Attorney / Paralegal	Discounted Hourly Rate
James M. Snyder	\$600.00
Austin C. Root	\$400.00
Katrina P. Desmond	\$425.00
Robert J. Schillerstrom	\$500.00
Shelly A. Scinto	\$350.00

Fixed Fee Alternative. Bond Counsel, bonds other than TIF bonds, SSA bonds and conduit bonds, fee would not exceed the amounts below:

Issue Size	Fees
Not to exceed \$5,000,000.00	\$12,500.00
\$5,000,001.00 - \$10,000,000.00	\$15,000.00
\$10,000,001.00 - \$20,000,000.00	\$19,000.00
\$20,000,001.00 and above	\$25,000.00

B. BILLING: ALL BILLING IS SUBJECT TO THE FOLLOWING GUIDELINES:

Billing Format

Each invoice must list the billing and expenses separately for each person represented.

Each billing invoice (Invoice) must include the total amount of services rendered during the billing period, the fee for these services and the amount of reimbursable expenses. The Invoice must: (1) describe each item of work performed, (2) identify the person who performed the work, and (3) itemize all reimbursable expenses. For each travel or meal expense, the Invoice Support Statement must identify the persons involved and the date and location where the expense was incurred. Receipts for all meals and travel expenses must be attached. The Invoice must be marked "Confidential -- Attorney-Client and/or Work Product Privilege."

The Invoice may be subject to disclosure under the Illinois Freedom of Information Act.

The billing entries on the Invoice must be complete, discrete, and appropriate.

Invoice:**Complete**

- The Invoice should identify each person involved in all billing entries.
- Each billing entry must identify the:
 - person or persons involved (e.g., telephone calls must include the names or position of all participants);
 - date the work was performed;
 - specific task performed, and
 - the work product (e.g., “telephone call re: trial brief,” “interview in preparation for deposition”).
- The Invoice must include a breakdown of all expenses by category, along with a receipt for each expense.

Discrete

- Narrative and block billing are unacceptable; each task must be a discrete billing entry.

Appropriate

- The Village does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the Village will not pay for secretarial time, word processing time, air conditioning, rental of equipment (including computers), meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes.
- Absent prior written approval, the Village will not pay for delivery fees, outside photocopying/scanning, videotaping of depositions, investigative services, computer litigation support services, or overnight mail.
- Due to the nature of the Village’s payment process, the Village will make payment in accordance with the Local Government Prompt Payment Act. Every effort will be made to pay bills promptly.

Staffing

Every legal matter must have a primary responsible attorney assigned. The specific staffing on a particular matter is ultimately a Village decision, and the Village Manager or designee may review staffing to ensure that it will achieve the goals of the engagement at the least cost.

Once an attorney is given primary responsibility for an engagement, that attorney should continue on the legal matter until it is concluded, or the attorney leaves the firm. The Village will not pay the costs of bringing a new attorney up to speed.

Written Memoranda

If legal research results in a written memorandum, whether formal or informal, Law Firm must forward a digital copy to the Village Manager or designee.

Internal Conferencing

From particular matters, there may be internal conferencing by the Law Firm. The Law Firm will not bill for the attendance of two attorneys at regular meetings but there may be occasions when two attorneys attend meetings, court matters, or the like.

Hourly Rates

The Village will approve only reasonable rates for payment. Law Firm will perform services on a straight hourly basis, billed in one-tenth (.10) hour increments. Law Firm may not increase hourly rates without the Village's prior written approval.

Affiliated Agency Arrangements

Law Firm has affiliated or agency arrangements with certain title insurance companies related to real estate sale transactions. Law Firm receive a fee from these title insurance companies in accordance with -its affiliated or agency arrangements. The Village is not required to use any title company recommended by Law Firm for any transaction.

Out-of-Pocket Expenses

Unless expressly excluded, the Village will reimburse out-of-pocket expenses Law Firm charges as a standard practice to its clients according to these procedures. In any billing for expenses, Law Firm must provide a statement breaking down the amounts by category of expense.

The following items will not be reimbursed without the Village's prior written consent:

- Clerical, or secretarial charges, whether expressed as a dollar amount or time charge.
- Charges for storing open or closed files, rent, electricity, air conditioning, local telephone, postage, receipt or transmission of local facsimile documents, equipment rental (including computers), meals served at meetings, or any other items traditionally associated with overhead.
- Litigation support or any other service in excess of the amount Law Firm actually expends for the service. The Village will not pay for any incremental amount, whether it is intended to recover the cost of equipment and hardware or not.
- Photocopy and scanning charges more than \$.23 per page.
- Overtime compensation. If a matter requires overtime, the Village will consider reimbursement on a case-by-case basis. The Village will not reimburse overtime incurred for Law Firm's convenience where the deadline was known in advance.
- Charges for equipment, books, periodicals, research materials, online research,
- Charges for Westlaw/Lexis or like items will be paid at the Law Firm's cost.

- Airfare more than economy or coach class fares.
- Combined expenses for lodging, meals, and ground transportation that exceeds \$250 per day.

Records

The individual expense records customarily maintained by Law Firm for billing evaluation and review purposes must be made available to the Village to support Law Firm's billings.

Invoices

Law Firm will send the Village an Invoice and Invoice Support Statement for each one-month period of services, and the Village will pay Law Firm on this basis.

Law Firm will submit all monthly Invoices to the Village Manager or designee, as designated in this Agreement, each month for services rendered the previous month. Invoices must include a distinct identification number. If the Village questions any item on an Invoice, Law Firm must provide all supporting information to substantiate the billing and must make any appropriate adjustments.

Undisputed amounts are subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq., and interest shall accrue as set forth in Section 4 of the Act back to the original date due. 50 ILCS 505/4.

Payment of Law Firms fees and costs is not contingent on the ultimate outcome of Law Firm's representation, unless Law Firm has expressly agreed in writing to a contingent fee arrangement.

EXHIBIT C: Certificates of Insurance



MILLCAN-02

SHORNYAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrlsure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843	CONTACT NAME: Cheryl Hornyak		
	PHONE (A/C, No, Ext): (248) 203-1817	FAX (A/C, No):	
	E-MAIL ADDRESS: shornyak@acrlsure.com		
INSURED Miller, Canfield, Paddock & Stone, PLC 150 W. Jefferson, Suite 2500 Detroit, MI 48226	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Federal Insurance Company		20281
	INSURER B : Chubb Indemnity Insurance Company		12777
	INSURER C : ACE American Insurance Company		22667
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		35256107	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					\$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		73145085	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		79650990	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 DED RETENTION \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	71608307	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	☒ Cyber Liability		D98178879	7/1/2024	7/1/2025	Occ/Agg \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Crime (Employee Theft): Policy #J06169624 - Federal Insurance Company - 4-1-23 through 7-1-24 - \$1,000,000 Limit of Liability Including Third Party Liability

CERTIFICATE HOLDER

CANCELLATION

FOR INSURANCE PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



January 9, 2025

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson Avenue
Suite 2500
Detroit, MI 48226-4415

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Miller, Canfield, Paddock and Stone, P.L.C. has Professional Liability Coverage under Policy LPL-1449-2025 with an annual limit of \$40,000,000 per claim and \$80,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 
Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/9/2025

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com