WILLIAM FILAN
CORPORATE AND GOVERNMENT PLANNER

SUITE 2800
321 NORTH CLARK STREET
CHICAGO, ILLINOIS 60610-4764
TELEPHONE 312.832.4391
FACSIMILE 312.832.4700

CONSULTING AGREEMENT

This AGREEMENT, effective January 1, 2015, is made by and between Mr. William M. Filan of 321 North Clark Street, Suite 2800, Chicago, Illinois 60654 (CONSULTANT) and The Village of Orland Park, 14700 Ravinia, Orland Park, Illinois 60462. In consideration of the mutual promises set forth herein, (Orland Park) and CONSULTANT agree as follows:

1. Orland Park hereby retains CONSULTANT, and CONSULTANT accepts the retention, as an independent CONSULTANT to assist Orland Park in lobbying, planning and consulting before the State of Illinois, Illinois General Assembly, the County of Cook and all other Governmental agencies identified by the Mayor and the Village Board.

2. The CONSULTANT's responsibilities are as follows:

   a. CONSULTANT, to the best of his ability, agrees to notify Orland Park of all legislative issues in Springfield which may impact Orland Park.

   b. CONSULTANT agrees to use his best efforts to find, evaluate and assist Orland Park in securing funds from the State and Cook County government to meet its capital and legislative needs.

   c. CONSULTANT agrees to make available his personal services to assist Orland Park in designing and planning tactical strategies for best executing its capital goals and legislative and revenue objectives.

   d. CONSULTANT agrees to assist Orland Park in mediating issues that may arise with various agencies and departments. This could include information gathering, facilitation of meetings and assisting in problem resolutions.

   e. CONSULTANT will consult with staff in developing a grassroots organization to support project opportunities.

3. For providing services, CONSULTANT shall be compensated as follows:

   a. CONSULTANT shall be paid a maximum fee equal to $3,000 per month beginning January 1, 2015 and ending December 31, 2015.

b. CONSULTANT will bill Orland Park quarterly.

c. CONSULTANT shall be entitled to phone, copies, fax and travel expenses. All travel expenses need approval prior to expenditure.

d. Payment made to CONSULTANT will not be used for any purpose that is in violation of any applicable law, rule, regulation, practice or code of ethics.

e. Contract can be cancelled upon sixty (60) days written notice by either party. The terms of this AGREEMENT shall be automatically renewed for successive one year (1) terms unless terminated in accordance with this AGREEMENT.

f. CONSULTANT shall report to Mayor Daniel J. McLaughlin, or his designee.

4. CONSULTANT agrees to hold confidential and not reveal to any other person or entity, without Orland Park's prior written consent, any information acquired by it during the term of this AGREEMENT to the extent that such information relates to any of the business affairs of Orland Park.

5. CONSULTANT shall be an independent contractor hereunder, responsible for the payment of all employee salaries and wages and all taxes applicable to such salaries and wages and any income derived by CONSULTANT hereunder. Furthermore, it is expressly agreed that CONSULTANT shall not be an agent of Orland Park for any other purpose and shall not have the authority to bind Orland Park in any way, to any person or entity, concerning any other matter.

6. CONSULTANT represents and warrants that:

a. He is familiar with the applicable laws and regulations of the State of Illinois;

b. The terms of this Agreement are not in violation of any such laws or regulations or any of the procurement rules or practices of any agency or department of the State of Illinois;

c. The execution and implementation of this Agreement will not place either CONSULTANT or Orland Park in violation of any such law, regulation, rules or practice, nor will it make Orland Park ineligible to submit proposals or contracts for any project for any departments or agencies of the State of Illinois or any other state or local government entity;

d. The execution or implementation of this Agreement will not violate or cause the CONSULTANT or Orland Park to be in violation of any applicable law, rule,

regulation, policy or procedure concerning business or governmental ethics or conflicts of interest in the State of Illinois;

e. The execution and implementation of this AGREEMENT does not violate or conflict with any employment, consulting or other agreement or obligation of the CONSULTANT.

7. SURVIVAL – The obligations of Sections 4, 5 and 6 shall survive termination of this Agreement.

8. NOTICES – Notices required to be provided under this Agreement shall be effective upon receipt and may be transmitted by fax, U.S. mail or commercial courier service to the addresses set out below, or as changed by written notice by either of the parties.

IF TO WILLIAM M. FILAN, the CONSULTANT, to:

Mr. William M. Filan
321 North Clark Street
Suite 2800
Chicago, IL 60654

IF TO THE VILLAGE OF ORLAND PARK:

Mayor Daniel J. McLaughlin
Village of Orland Park
14700 Ravinia
Orland Park, Illinois 60462

IT IS AGREED:

WILLIAM M. FILAN

By: William M Filan
William M. Filan

Title: Consultant

Date: 12-15-14

THE VILLAGE OF ORLAND PARK

By: Daniel J. McLaughlin
Daniel J. McLaughlin

Title: Mayor

Date: 1-9-15

4825-3388-2638.4