PROFESSIONAL SERVICE AGREEMENT (ADVISOR)
VILLAGE OF TINLEY PARK

THIS AGREEMENT, by and between the Village of Tinley Park, hereinafter referred to as the "Village" and "Manheim Solutions, Inc." hereinafter referred to as the "Contractor", with the Village and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the Village the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the Village is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term:

Services will be provided as needed and directed by the Village beginning on the date of execution of this agreement and continuing, until terminated by either party upon 30 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the Village prior to termination and shall provide to the Village all work completed through the date of termination. The Village's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the Village's express, written permission.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the Village a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the Village. Any work performed without the Village's express, written consent shall be solely at the expense of the Contractor. The following optional provisions, if checked, shall apply:
• This work is to be completed on a time and materials basis in accordance with the rate schedule attached in Exhibit B.

D. Changes in Rates of Compensation:

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the Village. The Parties acknowledge that this Agreement is for professional services and is not subject to the Illinois Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. Contractor further agrees to keep as confidential any information belonging or relating to the Village which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the Village. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the “Act”) places an obligation on the Village to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the Village). Contractor shall review its records promptly and produce to the Village within two business days of contact from the Village the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the Village to extend the time do so, and the Village will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Cook or Will County Circuit Court, Cook or Will County, Illinois.
G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The Village’s relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The Village’s compensation to Contractor shall be limited to that described in Exhibit B, and the Village shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

Contractor shall be responsible for its’ own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor’s work shall be evaluated by the Village based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the Village on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the Village and Contractor agree that Contractor’s compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the Village for purposes of being offered any protection or coverage under Village insurance policies for tort immunity or other legal purposes.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Authorized in Illinois:* The Contractor that it is authorized to lawfully transact business and perform the services contemplated herein in the State of Illinois, under all applicable Illinois laws and regulations.

*General Compliance and Certification:* The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the contracting process, agreement, or any services
or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the Village of Tinley Park from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the Village, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the Village under this Agreement unless the Village expressly preapproves in writing a limitation to these provisions.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the Village for the expressed use of the Village. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the Village such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the Village unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the Village without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the Village upon request.

J. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The Village reserves the
right by written amendment to make changes in requirements, amount of work, or
time schedule adjustments. The Contractor shall negotiate appropriate adjustments
acceptable to both parties to accommodate any changes. The Village may, at any
time by written order, require the Contractor to stop all or part of the services
required by this Agreement. Upon receipt of such an order, the Contractor shall
immediately comply with its terms and take all steps to minimize the occurrence of
costs allocable to the services covered by the order. If the Contractor identifies any
costs associated with the suspension of services, such costs must be expressly
approved by the Village in writing, or they shall be the sole expense of the
Contractor.

K. Notices:

All notices required to be given under the terms of this License shall be given by US
mail, postage prepaid, or by e-mail, addressed to the parties as follows:

For the Village: For the Contractor:

Village Manager Chris Manheim
Village of Tinley Park Manheim Solutions, Inc.
16250 S. Oak Park Avenue 548 North Clifton Avenue
Tinley Park IL 60477 Elgin, IL 60123

Either of the parties may designate in writing from time to time substitute
addresses or persons in connection with required notices.

L. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation
under this Agreement, except with the express, written preapproval of the Village,
which consent may be withheld in the Village’s sole and absolute discretion. Should
Contractor assign any obligation arising under this Agreement with the consent of
the Village, the Contractor shall remain to be primarily liable to the Village for the
performance of the obligation in question, and further shall be liable for ensuring
that the subcontractor(s) comply with all obligations arising under this Agreement
as if the subcontractor(s) was/were the Contractor itself. Further, should
Contractor request to assign the performance of any obligation arising hereunder to
a subcontractor, Contractor expressly provides its consent to the Village contracting
directly with such proposed subcontractor (or another subcontractor acceptable to
the Village) for the performance of such work, and to the amendment of this
Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder,
is intended to benefit, nor shall it inure to the benefit of any third party.
M. Progress Reports:

Contractor shall report to the Village Manager or her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the Village. Contractor shall also provide additional written or verbal progress reports to the Village upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the Village at any reasonable, mutually acceptable time when requested to do so by the Village.

N. Conflicts:

Contractor may continue to represent or undertake to represent existing or new clients in those matters that are not substantially related to Contractor’s work for the Village, even if the interests of such clients in those matters are directly adverse to Village. Contractor agrees however that the Village’s prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of Contractor’s representation of the Village, Contractor has obtained sensitive proprietary or other confidential information of a non-public nature that, if known to any such other client of Contractor, could be used in any such other matter by such client to the material disadvantage of the Village. Contractor and the Village covenant to work in good faith to identify any current or prospective conflicts, and to negotiate in good faith to resolve or waive such conflicts, or to limit or terminate services under this Agreement so as to avoid such conflicts.

O. Email Usage:

The Village and Contractor have mutually determined that it would be necessary, convenient and in furtherance of the obligations arising under that agreement for the Village to provide Contractor with a Village e-mail address, ending in "@tinleypark.org." Notwithstanding the foregoing, the Village and Contractor agree and acknowledge that Contractor remains an independent contractor, and the provision of this email address does not change the nature or scope of its services, but rather simply provides an alternative method of contact for Contractor, as a convenience to the Village and Contractor. Contractor shall be responsible for ensuring compliance with all applicable laws, rules and regulations pertaining to use of the email address, and acknowledges that as the Village controls the email servers through which emails on this account may be received or sent, the Village shall have access to the email account at such times as it shall determine. Further, Contractor agrees and acknowledges that his use of the email account: 1) shall be solely permitted for activities undertaken in furtherance of Contractor’s obligations under the consulting agreement referenced above; and, 2) shall be in a professional fashion that does not reflect adversely upon the Village. Under the terms of Contractor’s consulting agreement, Contractor acknowledges that it does not have the authority to bind the Village to any contract or agreement, or create any obligation for the Village without
its express consent; the provision of this email address and account shall not be
deemed an act that provides Contractor with any additional authority, and it shall be
restricted to the duties and authorizations contemplated by the underlying
consulting agreement.

Agreed to this 19th day of July, 2016

Village of Tinley Park

[Signature]
Village Mayor/Manager

[Signature]
Village Clerk

Manheim Solutions, Inc.

[Signature]
Exhibit A:

Description of Work

Professional consultation to perform and coordinate various economic development, services and projects for the Village of Tinley Park, as described in the Manheim Solutions, Inc. Village of Tinley Park Economic Development Services Proposal dated the 14th day of July, 2016. Contractor may use sub-contractors approved by the Village in executing the economic development services described in the Proposal.
Exhibit B:

Fee Schedule

$8,000.00 per month.

Any reimbursable expenses shall be reimbursed at actual cost, and shall be subject to prior approval by the Village.
Exhibit C:

Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the Village. Contractor shall indemnify and hold harmless the Village from any and all liability, damage, cost or expense which the Village may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Contractor, its sub-contractor(s), or its employees (in addition to any other required indemnification or insurance from Contractor).

2. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Professional Liability / Malpractice: Contractor shall also be required to provide the Village with a Certificate of Insurance, in a form and from an issuer acceptable to the Village, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars ($1,000,000.00) per person / per occurrence. Said policy need not identify the Village as additional primary insured.

3. Indemnification.

The policy limits, availability or unavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the Village from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.
Village of Tinley Park
Proposal for Economic Development Services
Manheim Solutions, Inc.
July 14, 2016

Working as a consultant to the Village Manager, Manheim Solutions will provide economic development services to pursue opportunities in the Village’s business and commercial corridors, and assist the Village with attraction, retention and expansion of businesses with the objective of creating jobs, investment and tax revenue for the Village.

**Economic Development Services.** Manheim Solutions, working under the general direction of the Village Manager, will undertake to advise the economic development team on the execution of recruitment and expansion tactics and strategies to convert suspects and prospects into successful economic development projects in the Village.

Manheim Solutions will work with the Village Manager and the Village’s economic development team to respond to inquiries and proposals for development and assist with presenting the Village’s position on land use, zoning, incentives, codes, access and infrastructure public investment in order to develop negotiating positions relative to working to attract businesses and developers that propose economic development projects in the Village.

Manheim Solutions will work with the Village Manager to develop and manage prospects that include existing and new retailers, businesses, developers and brokers in order to track those prospects week-by-week and month-by-month. With the Village Manager, prospect and retention/expansion reports will be revised and updated weekly. These reports may identify the potential expectation of impact on Village sales, property, hospitality and other revenues as a quantitative measure of opportunity and success.

Manheim Solutions will assist with economic development projects that will include negotiations, the periodic assessment and evaluation of Village incentives, the impacts on commercial development of provisions of annexation and development agreements, and work with Village officials on major investments in Village infrastructure, such as extension and expansion of sewer, water, storm utilities and development of highway, traffic and intersection improvements and application for assistance from various government organizations.
Monthly Deliverables:

- Provide weekly verbal reports and a monthly comprehensive written report on activities with regard to responsibilities, deliverables, outcomes and measurements.
- Collaborate with the Village Manager and the Village Finance and Economic Development Trustee on current economic development projects and programs.
- Collaborate and contribute on the preparation of drafts of analysis of projects based on established Village programs and policies for tax increment financing assistance, tax abatement, sales and utility tax rebates, retail and hospitality attraction and development, and redevelopment.
- Evaluate and make recommendations regarding development and redevelopment agreements.
- In collaboration with the Village Manager, be available to appear before the Village Board and other Village committees regarding the implementation of economic development projects, prospects and businesses.

Price Proposal
The following table provides a proposal for economic development prospect management, sales and marketing service program costs, not including Village staff expenses. The Village will cover licensing expenses (e.g., GIS software, website hosting costs, purchase of ESRI and other reports) and other professional (including infrastructure and traffic engineering) services required. Manheim Solutions will not commit the Village to additional costs without prior written or email permission. The Village shall be permitted to cancel this agreement at any time; and Manheim Solutions shall provide at least 30 days’ notice should it desire to cancel the agreement. Either party may suspend services for a period of time, such that actual consulting time is only billed as earned.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Economic Development</td>
<td>To be billed at the rate of $100/hour based on ¼ hour increments; with once per month billing; not including travel time to the Village or appointments; not to exceed 80 hours per month, except as approved by the Village Manager; including up to 2 additional hours of phone consultation per week.</td>
<td>Not to Exceed: $8,000/ Month</td>
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