AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO THE VILLAGE OF TINLEY PARK, ILLINOIS

Matrix Consulting Group

THIS AGREEMENT, entered into this 21st day of October, 2016 and effective immediately by and between Matrix Consulting Group (hereinafter called the "CONSULTANT" and the Village of Tinley Park (hereinafter called "VILLAGE"), WITNESSETH THAT,

WHEREAS, VILLAGE desires to engage the CONSULTANT to Conduct a Staffing Level Assessment for selected functions of VILLAGE operations,

NOW, THEREFORE, the parties hereto mutually agree as follows:

(1) Employment of Consultant. VILLAGE agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services described in the VILLAGE’S Request for Proposals dated July 5, 2016 and incorporated into this Agreement as Attachment A; CONSULTANT’S Revised Proposal dated October 10, 2016 and incorporated into this Agreement as Attachment B.

(2) Time of Performance. All services to be performed hereunder by the CONSULTANT shall be completed within 90 days of the project start date, unless this Agreement is terminated earlier as provided for herein.

(3) Compensation. The VILLAGE agrees to pay the CONSULTANT a sum not to exceed $42,700. CONSULTANT agrees to complete the project and all services provided herein for said sum.

(4) Method of Payment. The CONSULTANT shall bill monthly for hours completed to date as described in CONSULTANT’S Price Proposal. Total payments shall not exceed the amount shown in (3), above. VILLAGE shall pay invoices within thirty (30) days of receipt.

(5) Changes. VILLAGE may, from time to time require changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, which are mutually agreed upon by and between VILLAGE and the CONSULTANT, shall be incorporated in written amendment to this Agreement.

(6) Services and Materials to be Furnished by VILLAGE. VILLAGE shall furnish the CONSULTANT with all available necessary information, data, and material pertinent to the execution of this Agreement. VILLAGE shall cooperate with the CONSULTANT in carrying out the work herein and shall provide adequate staff for liaison with the CONSULTANT.
(7) **Termination of Agreement.** If, for any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligation under this agreement, VILLAGE shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

(8) **Information of Reports.** The CONSULTANT shall, at such time and in form as VILLAGE may require, furnish such periodic reports concerning the status of the project, such statements, and copies of proposed and executed plans and other information relative to project as may be requested by VILLAGE. The CONSULTANT shall furnish VILLAGE, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.

(9) **Records and Inspections.** CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project. VILLAGE shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

(10) **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

(11) **VILLAGE Not Obligated to Third Parties.** VILLAGE shall not be obligated or liable hereunder to any party other than the CONSULTANT.

(12) **When Rights and Remedies Not Waived.** In no event shall the making by VILLAGE of any payment to the CONSULTANT constitute or be construed as a waiver by VILLAGE of any breach of covenant, or any default which may exist on the part of the CONSULTANT and the making of any such payment by VILLAGE while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to VILLAGE in respect to such breach or default.

(13) **Hold Harmless.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious action and other unlawful conduct of its respective agents, officers and employees.

(14) **Insurance.** Consultant agrees to maintain insurance during the term of this Agreement: for comprehensive general liability in the amount of $2,000,000 per occurrence and $4,000,000 in aggregate; automobile liability insurance in the amount of $1,000,000; workers' compensation insurance in the amount of $1,000,000 and professional liability in the amount of $1,000,000 per occurrence.
and $3,000,000 in aggregate. CONSULTANT shall provide VILLAGE with an insurance certificate which names the VILLAGE as an additionally insured.

(15) **Personnel.** The CONSULTANT has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONSULTANT or under CONSULTANT’S supervision, and all personnel engaged in the work shall be qualified to perform such services.

(16) **Assignability.** The parties hereby agree that Consultant may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of VILLAGE.

(17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

- David J. Niemeyer, Village Manager
  - Village of Tinley Park
  - 16250 South Oak Park Avenue
  - Tinley Park, IL 60477

- Richard P. Brady, President
  - Matrix Consulting Group
  - 201 San Antonio Circle, Suite 148
  - Mountain View, California 94040

IN WITNESS WHEREOF, VILLAGE and the CONSULTANT have executed this agreement as of the date first written above.

VILLAGE OF TINLEY PARK

By: ____________________________
    David J. Niemeyer, Village Manager

Date: ____________________________

MATRIX CONSULTING GROUP

By: ____________________________
    Richard P. Brady, President

Date: ____________________________

Professional Services Agreement
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 policies 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
855-489-0874
Wells Fargo Insurance Services USA, Inc.,
550 South 4th St
Minneapolis, MN 55415

INSURED:
Matrix Consulting Group, Ltd
201 San Antonio Cir Suite 148
Mountain View, CA  94040-1254

INSURANCE COMPANY
A
Sentinel Insurance Co. Ltd
11000

INSURANCE COMPANY
B
Sentinel Insurance Company Ltd
11000

INSURANCE COMPANY
C
Twin City Fire Insurance Company
29459

INSURANCE COMPANY
D
Philadelphia Insurance Company
23000

INSURANCE COMPANY
E

COVERAGES
CERTIFICATE NUMBER: 16399606
REVISION NUMBER: See below

This is to certify that the policies of insurance listed below have been issued to the named insured above for the policy period indicated. Notwithstanding any requirement term or condition of any contract, the policies described herein are subject to all terms, exclusions, conditions and coverage limitations shown may have been reduced by paid claims.

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<th>TYPE OF INSURANCE</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>UMBRELLA LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101), Additional Remarks Schedule, may be attached if more space is required.

SS0008 0435 Village of Tinley Park is named as additional insured as it relates to general liability & waiver of subrogation is granted as it relates to general liability in accordance with the terms and conditions of the policies. Umbrella follows form as it relates to additional insureds. The above coverage is primary and non-contributory where required by written contract.

CANCELLATION

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

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### OTHER Coverage

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<tr>
<th>LTR</th>
<th>TYPE OF INSURANCE</th>
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