
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2019-R-044**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125 Chicago, IL 60606

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Will County, Illinois

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village of Tinley Park (“Village”) and Rory Group, LLC (“Rory Group”) have negotiated a Professional Services Agreement (“Agreement”) in which Rory Group will consult and advise the Village on legislative matters related to public works, transportation, infrastructure, water resources, housing, and grant programs among other various topics; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park and its residents to enter into this Agreement with Rory Group; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interest of the Village and its residents that the aforesaid Agreement between the Village and Rory Group, as set forth in Exhibit 1, be entered into and the Village President is hereby authorized to execute and memorialize said Agreement, subject to review and revision as to form by the Village Attorney.

SECTION 3: That the Petitioner, upon receipt of any monies from the Village shall provide a complete and total accounting of all costs, payments, and invoices to the Village.

SECTION 4: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 5: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 4th day of June, 2019.

AYES: **Berg, Brady, Brennan, Galante, Glotz, Mueller**

NAYS: **None**

ABSENT: **None**

APPROVED THIS 4th day of June, 2019.



VILLAGE PRESIDENT

ATTEST:



VILLAGE CLERK

EXHIBIT 1

**A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND RORY GROUP, LLC.**

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the “Consultant”) and the Village of Tinley Park (“VOTP”) as of the 5th day of June 2019.

WHEREAS, “VOTP” wishes to obtain the benefits of Consultant’s experience and know-how in connection with the operation of “VOTP”’s business; and

WHEREAS, “VOTP” wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to “VOTP” on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, “VOTP” and Consultant agree as follows:

1) **Consulting Services.**

- a) “VOTP” hereby engages Consultant as a consultant to “VOTP”, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) advise and assist “VOTP” on ways to improve its operations; (2) Monitor and lobby the appropriate government officials at the State and County levels; (3) Provide the Village of Tinley Park current reports of major legislation that would affect the Village; (4) Formulate a strategy to help the Village of Tinley Park advance legislation at the State and County levels and in the private business community; (5) Coordinate and execute the strategy and provide advice on governmental and private business matters; (6) the Consultant will pursue Capitol opportunities on behalf of “VOTP” within a new Capitol Bill or a re-authorization of existing Capitol; (7) coordinate with “VOTP” to advance local and regional agenda. (8) perform such other additional services as may be assigned to Consultant from time to time by “VOTP” including, but not limited to, lobbying activities and expansion of governmental relations. (9) provide quarterly reports on activities.
- b) In performance of its duties under this Agreement, the Consultant shall report and be responsible only to the “VOTP” and/or designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.
- c) In the performance of its duties under this Agreement, Consultant agrees that it will not:
 - i) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of “VOTP”, or otherwise bind “VOTP”, in any manner whatsoever;

- ii) engage in any conduct, or cause "VOTP" to engage in any conduct, which would result in "VOTP"'s breach or violation of any agreement, law, ordinance, or regulation;
 - iii) sign any checks on behalf of or authorize any payments by "VOTP" in any manner whatsoever.
 - d) "VOTP" acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than "VOTP" (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of "VOTP".
- 2) **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on June 5, 2019 and shall end on June 4, 2020.
- 3) **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, "VOTP" agrees to pay Consultant a total fee ("Fee") of Thirty-Six Dollars (\$36,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: Three Thousand Dollars (\$3,000) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in one (1) payment.
- 4) **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any Social Security (FICA) and/or self-employment taxes. "VOTP" will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
- 5) **Expenses.** Without the prior written consent of "VOTP", Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. "VOTP" reserves the right to review all expenses incurred by the Consultant on "VOTP"'s behalf. If "VOTP" elects to review the expenses incurred by Consultant, Consultant shall provide "VOTP" with a detailed expense report within ten (10) days after request by "VOTP" for the same.
- 6) **Termination of Agreement.** This agreement may be terminated by "VOTP" at any time for its convenience. In such event, Consultant should be entitled to receive all compensation due to it under this agreement.

"VOTP" may terminate this agreement for cause, if, in "VOTP"'s reasonable judgement, Consultant: (1) is unwilling or unable to perform its duties or obligations pursuant to this Agreement, (2) Commits any dishonest, fraudulent or grossly negligent act in its capacity as a Consultant to "VOTP" or engages in any other conduct that casts "VOTP" in a bad light by association, (3) in bad faith acts in a manner materially inconsistent with the best interests of "VOTP", or, (4) otherwise breaches this Agreement, (any of the above acts or omissions

herein after referred to as “Breach”), and does not cure such Breach to “VOTP”’s reasonable satisfaction within ten (10) days of receipt of written notices thereof from “VOTP”. In the event this Agreement is terminated for cause, Consultant should not be entitled to any further compensation.

- 7) **Independent Contractor**. It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of “VOTP”, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner, or joint venture of “VOTP”; and “VOTP” shall not exercise any control or supervision with respect to Consultant’s services, except to the extent that “VOTP” may provide specifications, descriptions, time schedules, and goals for projects and exercise the right to evaluate Consultant’s work product provided under this Agreement.
- 8) **Non-Disclosure**. Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of “VOTP”. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of “VOTP”:
- a) disclose, directly or indirectly, any confidential information to anyone outside the employ of “VOTP”, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
 - b) use, directly or indirectly, any confidential information for the benefit of anyone other than “VOTP”.
- 9) **Indemnification**. “VOTP” shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by “VOTP”. Additionally, Consultant shall indemnify “VOTP” from any and all liability, expenses, and costs (including reasonable attorney’s fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
- 10) **Notices**. All notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by “VOTP” shall be made to Consultant at Consultant’s address set forth below unless otherwise directed in writing.

To Company: The Village of Tinley Park
 ATTN: Mr. Dave Niemeyer, Village Manager
 16250 S. Oak Park
 Tinley Park, IL 60477

To Consultant: Rory Group, LLC
 ATTN: Thomas A. Manion, Jr.
 212 W. Washington St., Unit 1904
 Chicago, IL 60606
 Facsimile: (312) 726-1405

Thomas R. Raines, Attorney at Law, LLC
ATTN: Thomas R. Raines, Esq.
815 W. Van Buren St., Suite 204
Chicago, IL 60607
Facsimile: (312) 226-1164

All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

11) **Assignability**. Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

12) **Miscellaneous**.

- a) This Agreement constitutes the entire agreement of Consultant and "VOTP" with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises, and agreements set forth in the Agreement shall be binding, any apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.
- b) The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.
- c) If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.
- d) Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is writing.

(Signature page follows)

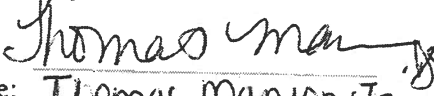
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

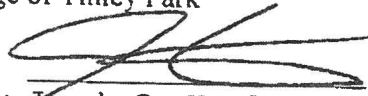
CONSULTANT:

COMPANY:

Rory Group. LLC

Village of Tinley Park

By: 
Name: Thomas Mancion, Jr.
Title: President

By: 
Name: Jacob C. Vandenberg
Title: Village President

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-R-044, “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND RORY GROUP, LLC,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 4, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of June, 2019.



KRISTIN A. THIRION, VILLAGE CLERK