
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2020-R-058**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP,
P.C. FOR LEGAL SERVICES**

**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**

RESOLUTION NO. 2020-R-058

A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP, P.C. FOR LEGAL SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Manager, pursuant to his authority under the Village's Purchasing Policy, engaged Walsh Law Group, P.C. on July 16, 2019, for the performance of legal services as described in the engagement letter (the "Engagement Letter"); and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, find that it is appropriate and in the best interests of the Village to: (i) retain the law firm of Walsh Law Group, P.C. to provide legal services; and (iii) ratify the Engagement Letter from Walsh Law Group, P.C. dated July 16, 2019;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid Engagement Letter be entered into and executed by said Village of Tinley Park, with said Engagement Letter to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1.**

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Engagement Letter.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 19th day of May, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: **Berg, Galante**

ABSENT: **None**

APPROVED this 19th day of May, 2020, by the President of the Village of Tinley Park.



Village President Pro-Tem

ATTEST: 

Village Clerk


EXHIBIT 1
WALSH LAW GROUP, P.C. ENGAGEMENT
LETTER

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. 2020-R-058, "A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH WALSH LAW GROUP, P.C. FOR LEGAL SERVICES", which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19th day of May, 2020.



VILLAGE CLERK

W
WALSH LAW GROUP, P.C.
WWW.THEWALSHLAWGROUP.COM

CHICAGO OFFICE:
30 S. WACKER DR., STE. 200
CHICAGO, ILLINOIS 60606
PHONE: (312) 466-7683
FACSIMILE: (312) 466-5601

GENEVA OFFICE:
21 N. FOURTH STREET
GENEVA, ILLINOIS 60134
PHONE: (630) 457-4242
FACSIMILE: (630) 262-0644

VIA EMAIL

June 11, 2019

Mr. David Niemeyer
Village Manager, Village of Tinley Park
dniemeyer@tinley.park.org

Re: *Representation of the Village of Tinley Park*

Dear Mr. Niemeyer:

Thank you for the opportunity to represent the Village of Tinley Park. The purpose of this letter is to inform you of the terms of the engagement of our office.

1. **Scope of Services.** This letter confirms that you have retained our law firm to perform various legal services at the direction of the Village of Tinley Park's corporate authorities.
2. **Firm Personnel.** I will be responsible for the supervision and handling of your services, but you are engaging the firm and not me individually. We will utilize paralegal staff to handle administrative tasks.
3. **Legal Fees.** The Village of Tinley Park will be responsible for the payment of fees for work performed by firm personnel.

For work performed by the firm on behalf of the Village of Tinley Park, the firm shall record and seek recovery for its work based upon its usual and customary rates for work of this kind, but no less than the following hourly rates: Work performed by Patrick Walsh, will be charged at the hourly rate of \$195.00 per hour. Work performed by paralegals will be charged at the hourly rate of \$60.00 per hour.

4. **Retainer.** N/A.
5. **Costs and Disbursements.** The Village will be responsible for the payment of all costs and disbursements reasonably incurred or made on the Village's behalf.
6. **Invoices.** As applicable.

7. **Mutual Communication.** A solid attorney-client relationship is a two-way street. Lawyers need timely and complete cooperation and assistance from their clients just as clients need timely and complete cooperation and assistance from their lawyers.

We will therefore keep the Village informed of the progress of the services we provide as our work progresses and would be pleased to discuss the preparation of periodic status reports. Please feel free to contact me at any time if you ever have questions about any aspect of our work in this regard.

We must also require, however, that the Village provide us with timely responses to requests for documentation and information that we may need to carry out our function as counsel. Please bear in mind that if we do not obtain such cooperation, the quality of our representation shall suffer and we may, in fact, feel constrained to withdraw from any further work.

Unless we hear otherwise from you in writing, we may use cellular telephones, facsimile transmissions, and unencrypted email as forms of media to communicate with you.

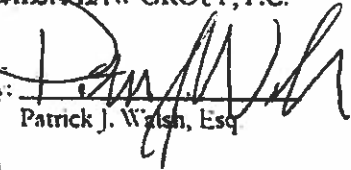
8. **Withdrawal.** Of course, our engagement is conditioned upon your full cooperation with my office in connection with the subject matter of the engagement. We will have the right to terminate our representation of the Village if the Village does not cooperate with us, if a conflict of interest arises which would make our continued representation improper, if any conduct which is improper in light of the Illinois Code of Professional Responsibility is requested of us, or if we are not paid promptly. The Village may terminate the attorney-client relationship at any time and for any reason. However, such termination does not absolve the Village or responsibility to pay for services or costs and disbursements incurred prior to our receipt of notice of termination, or incurred subsequent to such notice but, in our view, reasonably necessary to withdraw from any further work. If we are terminated, we will give the Village a copy of our file for its new counsel upon payment of all litigation costs incurred and disbursements made by the firm on the Village's behalf, including the cost to photocopy the file.
9. **No Guarantee of Fees, Costs or Results.** It is difficult to estimate, in advance, the amount of fees and costs that we will incur in connection with work performed by the firm. Please note that any statement or estimate about such fees or costs other than the flat fee commitment stated herein is just that – an estimate. Similarly, we make no representation as to any outcome in this matter, and thus cannot guarantee that the ultimate outcome will be consistent with your wishes.
10. **Binding and Entire Agreement.** This letter represents the entire agreement between us, and neither party is relying or is entitled to rely on any representation not expressly contained in this agreement.

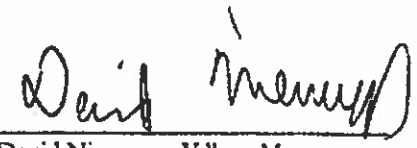
If this letter reflects the Village's understanding, please sign, date and return a copy of this letter to me. We reserve the right to delay commencement of work until you have signed and returned this letter to us and to cease work if you do not sign and return a copy to us within fourteen (14) days. To the extent work has been performed prior to execution of this letter, the terms hereof will govern.

We appreciate the opportunity to work with the Village of Tinley Park and provide legal services. The Village of Tinley Park is a valued client of our firm and thank you for your confidence.

Very truly yours,

WALSH LAW GROUP, P.C.

By: 
Patrick J. Walsh, Esq

Agreed: 
David Niemeyer, Village Manager
Village of Tinley Park

Date: July 16, 2019