
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2021-R-106**

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE VILLAGE OF TINLEY PARK AND CORNERSTONE
GOVERNMENT AFFAIRS, INC. RELATED TO THE TINLEY PARK MENTAL
HEALTH CENTER**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
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DIANE M. GALANTE
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MICHAEL G. MUELLER
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Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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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 Cornerstone Government Affairs, Inc. (“Cornerstone”) have negotiated a Professional Services Agreement (“Agreement”) in which Cornerstone will provide strategic consulting and advocacy services to the Village pertaining to the acquisition, remediation and legislation associated with the Tinley Park Mental Health Center; 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 Cornerstone; 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 Cornerstone, 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 2nd day of November, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 2nd day of November, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated November 3, 2021 (hereinafter "**Agreement**") is entered into by and between Cornerstone Government Affairs, Inc. (hereinafter "**Cornerstone**"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024, and the Village of Tinley Park (hereinafter "**Tinley Park**"), with its principal place of business at 16250 S. Oak Park Avenue, Tinley Park, IL 60477 (hereinafter referred to collectively as the "**Parties**" or individually as "**Party**").

WHEREAS, Cornerstone is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "**GR Services**"); and

WHEREAS, Tinley Park and Cornerstone desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which Cornerstone will provide GR Services to Tinley Park:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through October 17, 2022 (hereinafter referred to as the "**Term**"). The Parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either Party with or without cause at any time during the Term after thirty (30) days written notice to the other Party. Tinley Park shall pay Cornerstone all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by Cornerstone in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by Tinley Park.

3. Services by Cornerstone. During the Term, Cornerstone shall provide GR Services to Tinley Park. The precise scope and extent of the GR Services may be amended by mutual agreement of the Parties but generally focus on assisting Tinley Park with acquisition, remediation and legislation associated with the Tinley Park Mental Health Center and other such matters as assigned by Tinley Park.

In performing the GR Services, Cornerstone will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Illinois Executive Branch, the Illinois Legislative Branch, independent agencies, and third parties regarding the relevant issues. Cornerstone will also provide other general informational bulletins or updates that Tinley Park reasonably requests.

4. Relationship of the Parties. The Parties acknowledge and agree that each is an independent business entity and, as such, neither Party may represent itself as an employee, agent, or representative of the other. Neither Party may incur any obligations on behalf of the other Party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating

an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the Parties.

5. Non-Solicitation. During the Term of this Agreement and for one (1) year thereafter, Tinley Park shall not directly or indirectly with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the Term of this Agreement, an employee of Cornerstone, or otherwise seek to adversely influence or alter such individual's relationship with Cornerstone; or (ii) solicit or encourage any individual that is, or was during the Term for any reason, a customer or vendor of Cornerstone to terminate or otherwise alter his, her or its relationship with Cornerstone.

6. Fee. Payment for the GR Services shall be made electronically via ACH by Tinley Park to Cornerstone in twelve (12) advance monthly payments plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by Tinley Park (the "**Fee**") according to the following payment schedule:

- November 3 – November 17, 2021: one (1) prorated advance monthly payment of three thousand two hundred and fifty dollars (\$3,250.00); and
- November 18, 2021 – October 17, 2022: eleven (11) advance monthly payments of six thousand five hundred dollars (\$6,500.00).

Cornerstone shall invoice Tinley Park on a monthly basis for the Fee accrued during the succeeding month, and the Fee due under such invoice shall be payable within thirty (30) days after Tinley Park's receipt of such invoice. The Parties agree to discuss in good faith any adjustment in the Fee that either Party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this Agreement.

7. Confidentiality. Cornerstone agrees with respect to any written information marked "confidential" or "proprietary" by Tinley Park or information disclosed orally and identified orally as "confidential" or "proprietary" by Tinley Park at the time of disclosure and reduced to writing (hereinafter "**Confidential Information**"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of Tinley Park. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by Cornerstone from a third party under no obligation of confidentiality to Tinley Park; or (iii) is disclosed by Tinley Park to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, Cornerstone agrees, if reasonably practicable, to refrain from such disclosure until such time as Tinley Park has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and Tinley Park has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

8. Conflicts with Cornerstone Clients in Other Business Units and Offices. Cornerstone has multiple business units (federal government relations, state government relations, public affairs and advisory services) with offices throughout the United States. During the engagement between Cornerstone and Tinley Park, Cornerstone may concurrently represent clients in the other business units and offices, even if Tinley Park's interests may compete with those clients, provided the representation does not represent a conflict with the identified, existing scope of work. This Agreement confirms that Tinley Park acknowledges such competitive realities and/or perceived conflicts of interest, and consents to Cornerstone's representation of clients by other business units or offices. Cornerstone seeks this consent to allow all Cornerstone business units to meet the needs of existing clients and to remain available to future business opportunities.

9. No Verification by Cornerstone. It is understood that Cornerstone cannot undertake to verify all facts supplied to it by Tinley Park or related entities or all factual matters included in materials prepared or used by Cornerstone and approved by Tinley Park or related entities.

10. Liability. The entire liability of Cornerstone and conversely, that of Tinley Park, and Cornerstone and Tinley Park's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to Cornerstone by Tinley Park in the immediately preceding twelve (12) month period. In no event shall Cornerstone be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if Cornerstone knew or should have known of the possibility of such damages or claims against Tinley Park by any person.

11. Indemnity. Subject to Section 10 above, Tinley Park agrees to defend, indemnify and hold harmless Cornerstone against any and all losses, claims, damages, legal fees, expenses, or liabilities that Cornerstone may incur based upon information, representations, reports, data or releases furnished or approved by Tinley Park or its specifically authorized representative for use or release by Cornerstone, whether or not Cornerstone prepared or participated in the preparation of such materials. For purposes of this section, the Parties indemnified shall include Cornerstone, its directors, members, agents and employees. Subject to the liability provisions of Section 10, Cornerstone agrees to indemnify and hold harmless Tinley Park against any and all losses, claims, damages, legal fees, expenses or liabilities that Tinley Park may incur based upon information, representations, reports, data or releases made by Cornerstone or its authorized agent or representative that Tinley Park did not expressly approve, or that Cornerstone materially changed or altered after Tinley Park's approval; or that Cornerstone used in a negligent or reckless manner. This Section 11 shall survive the termination of this Agreement and shall continue to bind both Parties.

12. Compliance with Law. Cornerstone shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

13. No Assignment. Neither Party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other Party.

14. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule.

15. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be conducted before one arbitrator mutually agreeable to Cornerstone and Tinley Park. If the Parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each Party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All fees of the arbitrator and other costs and expenses of the arbitration shall be paid by Tinley Park and Cornerstone equally unless otherwise awarded by the arbitrator.

16. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the Parties.

17. Amendment. This Agreement may be changed only by written agreement signed by each Party.

18. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
800 Maine Avenue, SW, 7th Floor
Washington, D.C. 20024

Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

The Parties hereto may change their address as set forth in this section by providing the other Party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of Tinley Park and Cornerstone do hereby execute this Agreement as of the date first above written.

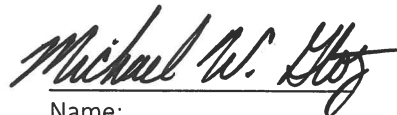
Cornerstone Government Affairs, Inc.

Date: 10/18/2021


Campbell Kaufman
Principal & Managing Director

Village of Tinley Park

Date: 11-2-2021


Name:
Title:

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. 2021-R-106, “A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND CORNERSTONE GOVERNMENT AFFAIRS, INC. RELATED TO THE TINLEY PARK MENTAL HEALTH CENTER,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on the 2nd day of November, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 2nd day of November, 2021.



KRISTIN A. THIRION, VILLAGE CLERK