
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

NO. 2024-R-050

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE
OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP
FOR LEGAL SERVICES**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2024-R-050

A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON & WALSH (GWMW) LLP FOR LEGAL SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Engagement Letter with Griffin, Williams, McMahon & Walsh (GWMW) Llp, a true and correct copy of such Engagement Letter being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Engagement Letter be entered into by the Village of Tinley Park;

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 7th day of May, 2024, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

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

NAYS: None

ABSENT: None

APPROVED this 7th day of May, 2024, by the President of the Village of Tinley Park.

Village President

Village Clerk

EXHIBIT 1

Engagement Letter GRIFFIN, WILLIAM, MCMAHON, & WALSH (GWMW) LLP



GRIFFIN WILLIAMS McMAHON & WALSH

*Attorneys and
Counselors at Law*

Patrick J. Walsh

Direct: (630) 457-4242
pwalsh@gwmwlaw.com

VIA EMAIL

April 29, 2024

Mayor Michael Glotz
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
mglotz@tinleypark.org

Re: Legal Representation

Dear Mayor Glotz:

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 \$215.00 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.

sWe 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,

GRIFFIN WILLIAMS
MCMAHON & WALSH LLP

B

Patrick J. Walsh, Esq.

Agreed:

Mayor Michael Glotz
As Mayor of the Village of Tinley Park

Date:

May 7, 2024

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

CERTIFICATE

I, NANCY M. O’CONNOR, 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. 2024-R-049, “**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BETWEEN THE VILLAGE OF TINLEY PARK AND GRIFFIN, WILLIAMS, MCMAHON, & WALSH (GWMW) LLP FOR LEGAL SERVICES**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on May 7, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 7th day of May, 2024.


VILLAGE CLERK