



RESOLUTION NO. 2018-29

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A CONSULTING SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
OPPORTUNITY ALLIANCE LLC REGARDING CONSULTING SERVICES RELATED TO THE
WEST REGIONAL ENTERPRISE ZONE

WHEREAS, the Village of Maywood (the “Village”) is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the State of Illinois has enacted the “Illinois Enterprise Zone Act” (the “Act”), 20 ILCS 655/1 et al., to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the Village has previously, pursuant to authority given in Resolution No. 2018-01, approved on February 7, 2018, entered into an Intergovernmental Agreement for Cost Sharing and Start-up Activities Related to the Establishment of the West Regional Enterprise Zone (the “Cost-Sharing IGA”) with the Villages of Bellwood, Broadview, Melrose Park and with Cook County (the “Members”); and

WHEREAS, the Cost Sharing IGA contemplated the creation by the Members of a Start-Up Committee tasked with, among other things, identifying and choosing a consultant to be retained to assist the Members in activities related to the creation of the West Regional Enterprise Zone; and

WHEREAS, the Start-Up Committee has identified and chosen Opportunity Alliance LLC, an Illinois limited liability company having its principal place of business at 3200 Panther Creek Drive, Springfield, Illinois, 62711 (“OA”), as the consultant to the Members; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into an agreement with OA in accordance with the terms set forth in the attached “CONSULTING SERVICES AGREEMENT” (the “Agreement”), a copy of which is attached hereto as **Exhibit “1”** and made a part hereof. The Agreement contains Exhibit A (the Scope of Services), Exhibit B (Timeline), and Exhibit C (Compensation); and

WHEREAS, it is desirable and in the best interests of the residents, businesses and property owners of the Village for the Corporate Authorities to approve the Agreement in order to provide for the performance of consulting services relative to the creation of the West Regional Enterprise Zone; and

WHEREAS, the President and Board of Trustees of the Village of Maywood has the authority to approve and enter into the attached Agreement (**Exhibit “1”**) pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and finds that entering into the Agreement is in the best interests of the Village.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The statements set forth in the preambles of this Resolution are found to be true and correct and are adopted as part of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of an agreement entitled "CONSULTING SERVICES AGREEMENT" with Opportunity Alliance LLC ("OA"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, for the provision of consulting services to the Members relative to the creation of the West Regional Enterprise Zone.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute the Agreement, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as required by law.

ADOPTED this 17th day of July, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington, M. Lightford and R. Rivers

NAYS: None

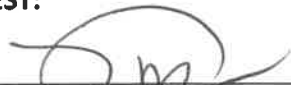
ABSENT: Trustee H. Yarbrough

APPROVED by me as Village President, and attested to by the Village Clerk, on the 18th day of July, 2018.



Edwenna Perkins, Village President

ATTEST:



Viola Mims, Village Clerk



Exhibit "1"

CONSULTING SERVICES AGREEMENT

(Attached)

CONSULTING SERVICES AGREEMENT

This agreement dated June 1, 2018 (this "Agreement") is between the Village of Maywood ("Village"), and Opportunity Alliance LLC ("OA"), an Illinois limited liability company having its principal place of business at 3200 Panther Creek Drive, Springfield, Illinois, 62711. In consideration of the mutual promises made herein, the parties agree as follows:

1. Duties of OA. OA shall perform the services for the Village described in Exhibits A and B (the "Consulting Services").

2. Term. This Agreement shall continue for nineteen (19) full calendar months from the date of this Agreement. The first seven (7) months will be Phase I, the next nine (9) months will be Phase II and the following three (3) months will be Phase III. Phase III services will only be required if the application is approved for designation by the Illinois Enterprise Zone Review Board. The Village may terminate this Agreement at any time on thirty (30) days written notice, and shall have no further obligation to OA other than to make payment for services provided prior to the date of termination.

3. Coordination. The parties recognize the efficacy of avoiding excessive or contradictory contacts with various government and quasi-government agencies. Accordingly: (a) the Village shall advise OA of any other persons or entities engaged to perform services similar to, or that may conflict with, the Consulting Services, and (b) OA will advise the Village of consulting arrangements it has with third parties that may conflict with the Consulting Services it is providing the Village.

4. Compensation. OA agrees to perform the Consulting Services for the fees set forth on Exhibit C. If the Village's need for services change during the term of this Agreement, the parties will in good faith negotiate changes in the Consulting Services described in Exhibits A and B and fees shown in Exhibit C.

5. Standard of Care. OA agrees that in connection with any Consulting Services performed under this Agreement: it is in the business of performing the Consulting Services, including assistance with economic development, business consulting, legislative and government representation services and has expertise in said business and it will perform such Consulting Services with due diligence consistent with sound consulting practices, and any agents or personnel employed by OA will meet the same standards as apply to OA. Notwithstanding the foregoing, the Village acknowledges and agrees that, due to the nature of the Consulting Services, OA does not guarantee that the Consulting Services shall result in any specific outcome, and OA shall not be obligated or liable for loss of use, loss of profits, business interruption or other consequential, indirect, direct, special, incidental, punitive or any other damages whatsoever with respect to delays in, or failure to achieve any such outcome.

6. Assignments. This Agreement may not be assigned by either party without the prior written consent of the other (such consent not to be unreasonably withheld or delayed) and shall be binding upon, and inure to the benefit of the parties hereto and their heirs, successors and assigns. Notwithstanding the foregoing: (a) OA shall have the right to subcontract such portions of the Consulting Services as it shall determine to others provided, however, that (i) such subcontracting shall not relieve OA of the primary responsibility for the performance of the Consulting Services, and (ii) OA shall advise the Village of all such subcontracting within five (5) days.

7. Confidential Information. During the term of this Agreement, each party will provide the other with information that has been identified as confidential (the "Information"). Each party agrees to treat the Information supplied by the other party as confidential and, for a period of three years from the date of receiving any Information, not to disclose such Information to any third party, without prior written consent,

(other than its directors, officers, employees, affiliates and advisors who have been advised of the confidential nature of the Information) unless required to do so pursuant to applicable law, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (after, in each case, and to the extent permitted, giving the supplying party an opportunity to lawfully object to the production of same). A party shall not be required to treat any Information as confidential that is or becomes publicly available (other than through a breach by that party of this clause 7) or that it receives from a third party on a non-confidential basis.

8. Independent Contractor. It is the intention of the parties that the relationship existing between them shall be that of independent contractor and vendor and vendee, and that nothing herein contained or done pursuant hereto shall constitute OA as the agent of the Village for any purpose whatsoever.

9. Excuses for Nonperformance. Either party hereto shall be excused from its obligations hereunder if its performance thereof is delayed or prevented by any circumstances reasonably beyond such party's control, including, but not limited to, acts of God, fire, explosion, riots, strikes, labor disputes, voluntary or involuntary compliance with any law, order, regulation, recommendation or request of governmental authority.

10. Compliance with Laws. OA shall comply with all applicable laws and regulations of local, state, and federal governments relating to performing the Consulting Services, including but not limited to the "Illinois Lobbyist Registration Act."

11. Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed given upon receipt or refusal of delivery by the other party at the following addresses (or to such other address as either party may, from time to time, specify to the other in writing):

Village of Maywood:
The Village of Maywood
Attention: Village Manager
40 E. Madison Street
Maywood, IL 60153

OA:
Attention: Steve McClure
Opportunity Alliance LLC
P.O. Box 13112
Springfield, IL 62791

12. Other Conditions.

a. This Agreement constitutes the entire understanding between the parties relating to the Consulting Services and supersedes and replaces any and all prior agreements, whether written or oral, that may exist between them with respect thereto. This Agreement may be amended only by an instrument in writing signed by both parties.

b. The Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

c. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

d. Except as expressly provided herein, no party assumes any duty hereunder to any other person or entity that is not a party to this Agreement. This Agreement shall not be construed to provide any benefit to any third party.

e. Any provision or provisions hereof, or any portion thereof, found to be unenforceable or prohibited by law will be ineffective only to the extent of such unenforceability or prohibition and no other provision of this Agreement will be invalidated thereby.

IN WITNESS WHEREOF, the parties have executed this Consulting Services Agreement by their duly authorized representatives as of the 1st day of June 2018.

Village of Maywood

By:

Title:

E. Giovanni P. ...

Mayor

Opportunity Alliance LLC (OA)

By:

Steve McClure, President

Steve McClure



EXHIBIT A

Scope of Services

Scope of Work A - The Enterprise Zone Process

The following list provides a general overview of the work to be done for Units of Government to be placed in a new Illinois Enterprise Zone (EZ). It is not meant to be all-inclusive.

Phase I and II

1. OA will immediately begin analyzing the local geographic area to determine how the new EZ boundaries should be drawn and how the local labor market area should be defined. OA will make every effort to do this in a manner that allows for the highest application score. At the same time OA will keep the local political realities in mind. The ten enterprise zone qualifying criteria are as follows:
 - a. **Unemployment** - All or part of the local labor market area has had an annual unemployment rate of at least 120% of the State's average unemployment rate for the most recent calendar year or the most recent fiscal year as reported by the Illinois Department of Employment Security;
 - b. **Job Creation** - Designation will result in the development of substantial employment opportunities by creating or retaining a minimum aggregate of 1,000 full-time equivalent jobs due to an aggregate investment of \$100,000,000 or more, and will help alleviate the effects of poverty and unemployment within the local labor market area;
 - c. **Poverty** - All or part of the local labor market area has a poverty rate of at least 20% according to the latest data from the U. S. Census Bureau, 50% or more of the children in the local labor market area are eligible to participate in the federal free lunch or reduced-price meals program according to reported statistics from the State Board of Education, or 20% or more of the households in the local labor market area receive food stamps according to the latest data from the U. S. Census Bureau;
 - d. **Disaster** - An abandoned coal mine or brown field (as defined in Section 58.2 of the Environmental Protection Act) is located in the proposed zone area, or all or a portion of the proposed zone was declared a federal disaster area in the 3 years preceding the date of the application;
 - e. **Downsized** - The local labor market area contains a presence of large employers that have downsized over the years, the labor market has experienced plant closures in the 5 years prior to the date of the application affecting more than 50 workers, or the local labor market area has experienced State or federal facility closures in the 5 years prior to the date of the application affecting more than 50 workers;
 - f. **Vacancy** - Based on data from Multiple Listing Service information or other suitable sources, the local labor market area contains a high floor vacancy rate of industrial or commercial properties, vacant or demolished commercial or industrial structures are prevalent in the local labor market area, or industrial structures in the local labor market area are not used because of age, deterioration, relocation of the former occupants, or cessation of operation;
 - g. **Tax Base** - The applicant demonstrates a substantial plan for using the designation to improve the State and local tax base, including income, sales, and property taxes;
 - h. **Infrastructure** - Significant public infrastructure is present in the local labor market area in addition to a plan for infrastructure development and improvement;
 - i. **Training** - High schools or community colleges located within the local labor market area are engaged in ACT Work Keys, Manufacturing Skills standard Certification, or other industry-based credentials that prepare students for careers; and

- j. **Assessed Value** - The change in equalized assessed valuation of industrial and/or commercial properties in the last 5 years prior to the date of the application is equal to or less than 50% of the State average change in equalized assessed valuation for industrial and/or commercial properties, as applicable, for the same period of time.
2. To assist in meeting certain qualifying criteria, OA will work with the area businesses to determine the amount of additional capital investment and new jobs might be created/retained over the next several years.
3. OA will examine commuting patterns within the area both in terms of each individual company, where their employees reside, the proximity of their vendors, as well as general commuting patterns within the area to help further establish benefit to the region.
4. Once the EZ boundaries and labor market have been optimized OA will have private discussions with officials from the potential units of government involved as well as key local businesses and local economic development officials.
5. An Enterprise Zone Resolution or Ordinance as well as an Intergovernmental Cooperation Agreement must be drafted and approved by all of the local governments and taxing bodies involved in the EZ. OA will assist in drafting the Enterprise Zone Resolution or Ordinance and Intergovernmental Cooperation Agreement. Discussions prior to the meetings and attendance at the meetings will be necessary to achieve success, where OA will brief committee members and attend committee meetings and full board meetings for each of the governmental entities involved, when necessary.
6. A public hearing must be held for purposes of previewing the boundaries of the EZ and the labor market area. OA will coordinate this meeting and compile a transcript.
7. OA will brief the local legislators on the development of the EZ Application and work to obtain their full support for the proposal.
8. Applications for the new EZ will be completed and submitted to DCEO by December 31, 2018. OA will submit the EZ Application by the December 31, 2018 deadline and meet with the EZ Program Manager at the time of submittal to insure all documents are complete and in proper form.
9. Following the December 31, 2018 deadline, DCEO will begin reviewing all applications, eliminating the ones not meeting the required criteria and scoring the remaining applications. During this time, OA will be in contact with the DCEO review team and assist with any clarifications or provide additional information.
10. Once the applications are scored OA will ensure that the members of the "Enterprise Zone Board" are fully apprised of the merits of the EZ application. The Board has until September 30, 2019 to approve the application. DECO has until December 31, 2019 to certify the new zone for fifteen years with the possibility of a ten-year extension for a total of 25 years.
11. Phases I and II shall also include the services detailed in Section 3 of an Intergovernmental Agreement for Cost Sharing and Start-Up Activities Related to the Establishment of the West Regional Enterprise Zone.

Phase III

12. Following the Village's Certification as a Zone, OA will work with the State program manager and Zone Administrator to transition from old EZ to new, seek clarifications, insure program compliance and obtain program updates. Assistance will also be provided to inform businesses as to the benefits related to the new EZ. OA will also monitor additional State programs to determine potential applicability to the EZ businesses.

EXHIBIT B

Timeline

Phase I Services

June 2018 – Begin Developing the Application, formulate criteria strategy. Evaluate and formalize Local Labor Market Area. Draft ordinances gather local infrastructure project information.

July - August 2018 - Conduct meetings with Local Officials and area businesses on their capital investment plans, vendor information.

September - October 2018 – Hold public hearings and adopt local ordinances.

November – December 2018 – Finalize draft application.

December 14, 2018 – Target Submittal of Final Application

December 17 – December 31, 2018 – Verify with DCEO staff application is complete & submit any necessary supplemental information.

December 31, 2018 – Applications Due, along with any supplemental information.

Phase II Services

January 2019 – Begin EZ Promotional Efforts.

February 2019 – Begin Monitoring and Tracking EZ Legislation and EZ Board Review Meetings.

June 30, 2019 – Applications Deemed Qualified or Unqualified.

July 15, 2019 – Local Legislators Notified.

By September 30, 2019 – Applications Approved or Denied.

Phase III Services

October-December 2018 – Work with the DCEO and IDOR to ensure that all pertinent information is available to provide final certification.

January 1, 2020- Certification of new Approved Enterprise Zone

EXHIBIT C

Compensation

OA shall receive the following compensation for services as defined in this Agreement:

1. Monthly Retainer. OA shall receive a fixed fee monthly retainer of six thousand four hundred twenty-eight dollars (\$6,428) for a period of seven (7) months for Phase I services. The first month shall be due upon execution of this Agreement. Thereafter, OA shall invoice the Village at the beginning of each new month. Phase II services shall include a monthly retainer of three thousand dollars (\$3,000) for a period of nine (9) months.
2. Provided the application is approved by the Illinois Enterprise Zone Review Board OA would provide Phase III services for a period of three (3) months for a monthly retainer of fifteen thousand dollars (\$15,000) per month.
3. Expense Reimbursement. OA shall be reimbursed for all reasonable and documented out-of-pocket pre-approved expenses. These expenses are likely to be related primarily to mileage reimbursement and shall not exceed two thousand dollars (\$2,000).

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 2018-29

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A CONSULTING SERVICES AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
OPPORTUNITY ALLIANCE LLC REGARDING CONSULTING SERVICES RELATED TO THE
WEST REGIONAL ENTERPRISE ZONE

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 17th day of July, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of July, 2018.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, A. Sanchez, K. Wellington,
M. Lightford and R. Rivers

NAYS: None

ABSENT: Trustee H. Yarbrough

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 18th day of July, 2018.

SEAL





Viola Mims, Village Clerk