

RESOLUTION NO. R-_____ -20

**A RESOLUTION AUTHORIZING AND RATIFYING APPROVAL
OF THE PRIOR EXECUTION OF AN INVESTIGATIVE SERVICES
LETTER AGREEMENT BY AND BETWEEN THE VILLAGE
OF FOREST PARK AND R. E. WALSH & ASSOCIATES, INC.**

WHEREAS, the corporate authorities of the Village of Forest Park (the "Village") find it advisable, necessary and in the best interest of the Village to enter into an Investigative Services Letter Agreement with R. E. Walsh & Associates, Inc. for investigative services associated with an internal investigation of Village Police Department policies, procedures and conduct ("Investigative Services").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the Village of Forest Park, Cook County, Illinois as follows:

Section 1. The corporate authorities of the Village of Forest Park hereby approve the Investigative Services Letter Agreement between the Village of Forest Park and R. E. Walsh & Associates, Inc. for Investigative Services, a copy of which is attached hereto as Exhibit "A" and made a part hereof (the "Letter Agreement").

Section 2. The corporate authorities of the Village authorize and approve the Mayor to execute the Letter Agreement on behalf of the Village, his prior execution thereto ratified and to constitute conclusive evidence of the approval of same.

Section 3. This Resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of October, 2020.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 13th day of October, 2020.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of October, 2020.

Vanessa Moritz, Village Clerk

EXHIBIT "A"

**INVESTIGATIVE SERVICES LETTER AGREEMENT
WITH R. E. WALSH & ASSOCIATES, INC.**

September 21, 2020

Chief Tom Aftanas
Forest Park Police Department
517 DesPlaines Avenue
Forest Park, IL 60130

Re: Village of Forest Park Police Department Internal Investigation

Dear Chief Aftanas;

1.0 Engagement

This letter confirms your agreement to retain R. E. Walsh & Associates, Inc. and its employees and agents ("R. E. Walsh") to provide investigative services. R. E. Walsh represents that R. E. Walsh has the qualifications, the experience and the ability to properly perform the services that are the subject of this letter agreement.

2.0 Scope of Work

The engagement is for the purpose of assisting you and other responsible authorities of the Village of Forest Park ("Village") in conducting an Internal Investigation for the Forest Park Police Department regarding certain, potential police officer misconduct, and to provide to the Village Administrator related reports, conclusions, consultation and/or advice as to whether police department policies, general orders and/or standard operating procedures were violated and whether discipline is recommended. R. E. Walsh and the Village will mutually agree on the scope, method, details and means of performing services under this letter agreement. R. E. Walsh is an independent contractor and not an employee of the Village, and has no authority to contractually or otherwise bind the Village without the Village's prior written permission. R. E. Walsh will have full responsibility for all applicable taxes under this letter agreement and for compliance with all labor and employment requirements in connection herewith.

3.0 Confidentiality

All work performed and material and work product of any kind generated in furtherance of this engagement will be deemed to be confidential work product.

R. E. Walsh will maintain in confidence all information which has been or will be communicated by you or your designees and will not reveal such information to anyone or utilize it in any way except with your approval; provided, however, that R. E. Walsh may reveal such information, if required to do so, pursuant to and as required by applicable law after prior notice to you to enable you to challenge such process.

4.0 Lawful Conduct

R. E. Walsh shall not engage in any activity or project, in connection with any assignment from you or your designees, which is known by R. E. Walsh to be unlawful or illegal under the laws of the place where the activity occurs.

5.0 Subpoena or Third Party Efforts

5.1 Should any efforts be made (a) either by subpoena or otherwise to gain access to materials or documents or information of any kind in possession of R. E. Walsh which is generated or obtained or learned as a result of the work performed by R. E. Walsh under this engagement, (b) to stop, interrupt or interfere with the performance of R. E. Walsh's work pursuant to the Engagement, whether by judicial action or other means, R. E. Walsh shall promptly notify you.

5.2 You agree to pay any costs pre-approved by you and incurred by R. E. Walsh associated with resisting or complying with approved efforts described in paragraph "5.1".

6.0 Fees

Our rates are \$125.00 per hour plus expenses. Disbursements and taxes, if applicable, are billed in addition to the fees.

R. E. Walsh shall bill you at the completion of the investigation.

7.0 Conflict

Either party may terminate this letter agreement upon written notice to the other. You agree that our engagement and any assignments performed there under to assist you and the Village of Forest Park pertain to a discrete matter, and that it would not provide a basis for precluding our future services for clients adverse to you on matters that are not substantially related to the purpose of this engagement.

8.0 Termination

The terms and understandings set forth in this letter shall survive the termination of any and all work performed pursuant to the engagement.

9.0 Effective Date

The engagement and terms of the letter shall be deemed to be effective as of September 11, 2020.

10.0 Dispute Resolution

Any dispute with respect to this Agreement shall be submitted to binding arbitration in Cook County, Illinois. Such arbitration shall be conducted under the commercial rules then prevailing of the American Arbitration Association. Illinois law shall govern any dispute resolution under this letter agreement.

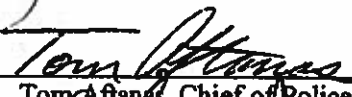
11.0 Signature

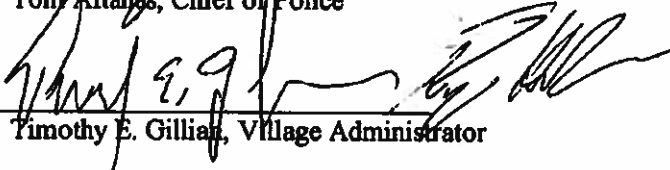
Your signature below on this letter agreement is your representation that you are authorized to enter into this engagement and to agree to the terms of this letter agreement. Please execute and return the letter agreement to us.

Sincerely,

R. E. Walsh & Associates, Inc.

By: 
James Martin

By: 
Tom Aftanas, Chief of Police

By: 
Timothy E. Gilliam, Village Administrator