



LAKESIDE CONSULTANTS

PROFESSIONAL SERVICES CONSULTING AGREEMENT

Prepared for

**City of Crest Hill
Jim Marino, City Administrator**

Prepared by

**Lakeside Consultants
Kaylynn Bown, Operations Director**

October 5, 2022

THE PARTIES

This Professional Services Consulting Agreement (“Agreement”), made effective as of October 17, 2022 (“Effective Date”), is executed by and between **City of Crest Hill** (“Company”), located at 1610 Plainfield Road, Crest Hill, IL 60403, and **Lakeside Consultants LLC** (“Consultant”), located at 4320 Winfield Road, Suite 200, Warrenville, IL 60555.

Hereinafter, the Company and the Consultant may individually be referred to as “Party” and collectively as “Parties”.

SERVICES

1. The Consultant will provide Full-Service Building Department Services to the City of Crest Hill.

AMOUNT

1. The Company shall pay the consultant the determined fees as agreed upon in the Municipal Partnership Packet, dated October 5, 2022. Company has chosen fee schedule option 2.
2. The Consultant shall send an invoice detailing the services rendered and the corresponding amount.
3. All payments to the Consultant are to be made within 30 days of invoice date, with the initial payment to be paid after the first month has been rendered by the Consultant.
4. Payments shall be made payable to Lakeside Consultants.

TERM & TERMINATION

1. This Agreement shall be binding upon the Parties beginning on the Effective Date.
2. The Company and the Consultant may terminate this Agreement at any time for reasons of breach of its obligations.
3. Notices for termination shall be made thirty (30) days prior to the intended date of termination and must be in writing.

GENERAL PROVISIONS

1. Failure by either party to enforce any provision of this Agreement or to insist on performance on a timely basis does not constitute or imply a waiver of any right to rigorously enforce a contractual obligation.
2. The contents of this Agreement shall be governed by the laws of the State of Illinois.

INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the Company against all damages, claims liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs (whether or not a lawsuit or other proceeding is commenced), which arise in whole or in part from: (a) any negligent act or omission of Consultant, its agents or subcontractors, including but not limited to willful misconduct or gross negligence, (b) Consultant's failure to fully follow or conform to any laws, ordinances, rules, or regulations applicable to the work performed under this Agreement, or (c) Consultant's breach of this Agreement, but only in the event that the Company is the prevailing party in any breach of contract claim. If Consultant fails to promptly accept the Company's written tender of defense and/or indemnity for such claims, as provided herein, the Company shall have the right to defend itself, and Consultant shall be responsible for payment of all reasonable attorneys' fees, defense costs and damages, including expert witness fees, incurred in defending or settling such claims within thirty (30) days of each written request by the Company for payment or reimbursement of such fees and costs.

The Company shall defend, indemnify and hold harmless Consultant against all damages, claims liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs (whether or not a lawsuit or other proceeding is commenced), which arise in whole or in part from: (a) any negligent act or omission of the Company, its agents or subcontractors, including but not limited to willful misconduct or gross negligence, (b) The Company's failure to fully follow or conform to any laws, ordinances, rules, or regulations applicable to the work performed under this Agreement, or (c) the Company's breach of this Agreement, but only in the event that Consultant is the prevailing party in any breach of contract claim. If the Company fails to promptly accept the Consultant's written tender of defense and/or indemnity for such claims, as provided herein, Consultant shall have the right to defend itself, and the Company shall be responsible for payment of all reasonable attorneys' fees, defense costs and damages, including expert witness fees, incurred in defending or settling such claims within thirty (30) days of each written request by Consultant for payment or reimbursement of such fees and costs. Nothing within this Indemnity provision shall prevent or diminish the Company's right to assert immunities granted by the Illinois Local Governmental and Governmental Employees Tort Immunity Act. In the event that either party to the Agreement takes action to enforce its rights under the Agreement, the prevailing party shall be entitled to an award of its attorney's fees from the Court.

ACCEPTANCE

IN WITNESS WHEREOF, each of the Parties has signed this Agreement on the below- mentioned day and year.

City of Crest Hill, IL

Printed Name/Title

Date

Signature

Lakeside Consultants

Printed Name/Title

Date

Signature