

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”) and the **CITY OF CREST HILL, ILLINOIS**, with an address at 20600 City Center Blvd., Crest Hill, IL 60403 (“Crest Hill”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Crest Hill is retaining HERA to represent Crest Hill in providing property registration services for their foreclosure property registration ordinance, Title 5, Chapter 5.74 of the Crest Hill Municipal Code of 1993, “Registration of Defaulted Mortgage Property” (the “Ordinance”).

2. As is further set forth herein, Crest Hill hereby authorizes HERA to represent Crest Hill’s interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA

1. HERA shall develop, host, manage, and provide ongoing support to Crest Hill for an online foreclosure property registration platform (the “OFPRP”) pursuant to the Ordinance.

Specific examples of the key services HERA will provide under this agreement include:

- A. OFPRP Development:** Within 15 days of the City’s execution of this Agreement, HERA will begin working with City staff members in a collaborative manner to define (i) the scope and form of the City’s OFPRP and the detailed processes HERA and the City will utilize to effectively implement and administer the OFPRP and satisfy the provisions of this agreement. HERA is committed to use its best efforts to make Crest Hill’s OFPRP “live” and available to potential registrants within 45 days from the City’s execution of this Agreement.
- B. OFPRP Hosting:** HERA, or an affiliate under the direction of HERA, will host the OFPRP website, through which eligible properties in Crest Hill will

be electronically registered in compliance with the Ordinance. The website will direct registrants to a hyperlink through which lenders and/or responsible parties can comply with the Ordinance.

C. Management Services:

- a. HERA will identify and notify responsible parties of the City's Ordinance and their registration obligations.
- b. HERA will proactively contact those who file a public notice of default, *lis pendens*, foreclosure action, or who take title to real property via foreclosure or other legal means to inform them of the registration obligations contained in the Ordinance. HERA uses public and private data sources to identify registrable properties and responsible parties.
- c. HERA will proactively email renewal notices to existing foreclosure property registrants at least 30 days prior to the renewal date.
- d. HERA will email notices regarding registration requirements to non-compliant responsible parties at least monthly.
- e. Registration collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Crest Hill.
- f. All registration fees collected by HERA shall be remitted to Crest Hill, less HERA's collection costs, by the Fifteenth (15th) day of each month for all monies collected for the previous monthly period, net of any record data subscription costs in Section III 1. below.

D. Ongoing Support:

- a. Throughout the term of this Agreement, HERA will provide on-site and virtual training as necessary to ensure both current and future staff members involved in the administration of the OFPRF understand and can effectively utilize the OFPRF.
- b. Not less than monthly, HERA will provide the City with a report or reports that:
 - (i) identifies properties that register each month and the amount of registration fees collected, as well as amounts remitted back to Crest Hill
 - (ii) identifies properties that are under the obligation to register that have not registered and are noncompliant.

III. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Crest Hill hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county. Aside from the record data subscription charges referred to in this Section, HERA will be responsible for any and all other expenses, fees, or administrative costs related to the registration of properties under this Agreement and shall not be entitled to any other compensation beyond the \$100 payment and the deduction of any record data subscription charges.

2. If Crest Hill's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 20% of the fee and remit the balance to Crest Hill pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Crest Hill in accordance with this Agreement.

IV. INSURANCE

HERA shall maintain insurance coverage for (i) professional liability covering acts, errors, and omissions in the performance of this Agreement in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate and (ii) commercial general liability coverage in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate for the duration of the Agreement. HERA

shall name the City of Crest Hill and its officials, employees, agents, and volunteers as an additional insured and upon request, provide the City of Crest Hill with a certificate of insurance evidencing the above. HERA shall provide the City with thirty (30) days prior written notice of any material change in or cancellation of such policies. Insurance carriers must have an A-VII or better rating, as rated in the A.M. Best Key Rating Guide.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Crest Hill, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Crest Hill. Crest Hill shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any liability for acts performed by HERA at the specific direction of Crest Hill or in a proceeding challenging the City’s Ordinance. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Crest Hill Ordinance in a competent court of jurisdiction or any action which Crest Hill specifically directs HERA to perform.

2. HERA shall, upon Crest Hill’s demand and at Crest Hill’s direction, promptly and diligently defend, including the payment of all defense costs and attorney’s fees to an attorney to be mutually agreed upon by the Parties, and at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where Crest Hill will indemnify HERA for a loss caused by the actions of Crest Hill or a loss caused by any challenge to Crest Hill's Ordinance, Crest Hill shall pay the cost of its own defense and may select counsel of its choosing to defend HERA, , so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with Crest Hill and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of Crest Hill and shall be provided to City upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Crest Hill and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this

Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

VIII. COMMUNITY DATA

Crest Hill acknowledges registering Properties governed by the Ordinance prior to this Agreement. On a date agreed upon by the Parties and prior to the Effective Date of this Agreement, Crest Hill will provide HERA a digital file in a format agreeable to the Parties containing all the information of all Properties registered by Crest Hill. All registrations and fees received by Crest Hill during the period from the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If Crest Hill is unable to provide the agreed upon digital file, then Crest Hill will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, Crest Hill agrees to compensate HERA \$5.00 per property.

IX. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by Crest Hill on reasonable advanced, written notice. The audit shall be conducted at the premises of Crest Hill on business days only and during normal working hours.

XI. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to the principles of conflicts of laws.

XII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. TERM AND TERMINATION

This Agreement shall be effective for a term of five (5) years from the date of final execution unless terminated earlier pursuant to this section. HERA and Crest Hill each expressly reserve the right to terminate this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Crest Hill and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Crest Hill any registration fees owed to Crest Hill.

XIV. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Crest Hill's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Crest

Hill and HERA and Crest Hill shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

XIX. CREST HILL'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION

Crest Hill hereby acknowledges that all the terms of this Agreement have been fully explained to Crest Hill, and that Crest Hill fully understands all the provisions herein.

DATED THIS ___ day of _____, 2024.

CITY OF CREST HILL, ILLINOIS

By: _____
Name: Raymond Soliman
Title: Mayor

DATED THIS ___ day of _____, 2024.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO