

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made by Brent Hassert Consulting, LLC, an Illinois limited liability company ("Company"), and the City of Crest Hill, an Illinois Municipal Corporation (the "Client"). Company and the Client can be individually identified as a "Party" and collectively as the "Parties". Company and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Consulting Services. The Client hereby engages the Company as an independent consultant to provide consulting services to Client as from time to time requested by Client, and upon the terms and conditions set forth in this Agreement. Company may provide such services to Client using the Company employees as defined herein, or using such independent contractors as may be available to Company. Company shall provide consulting services to Client at Client's premises. Client and Company acknowledge that the parties expect Company to provide between 20 to 25 hours of consulting services each week, typically on a Monday through Friday basis, and that the specific schedule for the provision of services shall be determined on a weekly basis by Client's Mayor and the individual providing consulting services to Client on behalf of Company. Client and Company further acknowledge and agree that upon reasonable prior notice to Client from Company or the Company employees, Client may temporarily suspend the provision of consulting services to Client based on the unavailability of the Company employees or independent contractors to provide Client with the consulting services contemplated hereby, provided that the duration of any such temporary suspension of the provision of consulting services hereunder shall not exceed two weeks. Client and Company may also from time to time adjust the days on which these services are provided and the location from which such services are provided in such manner as they mutually determine to be convenient. On the reasonable request of Client, Company shall also provide additional consulting services from offsite locations, or in any manner otherwise mutually agreed to by the parties. Client represents that the consulting services required hereunder pertain to economic and land development issues of Illinois municipal corporations, and Company represents that it shall provide such consulting services to Client using such Company employees as Company shall from time to time at its sole discretion deem to be qualified to provide such consulting services.

Section 1.02. Intentionally Omitted.

Section 1.03. Independent Contractor. Company is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. Company has no authority to bind the Client to any commitment, contract, agreement, or other obligation.

SECTION 2

SERVICES AND OBLIGATIONS OF COMPANY AND CLIENT

Section 2.01. Payment of Wages. Company will timely pay the wages and related payroll taxes of all Company employees providing consulting services hereunder to Client from Company's own account in accordance with federal and Illinois law and Company's standard payroll practices. Company will withhold from such wages all applicable taxes and other deductions elected by such Company employees. The Client acknowledges that Company may engage a financial entity to maintain its financing and record-keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. As to its own employees, Company will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of its own employees.

Section 2.02. Workers' Compensation. To the extent required by applicable law, Company will maintain in effect workers' compensation coverage for all its employees providing consulting services under this Agreement.

Section 2.03. Employee Benefits. Company will provide its employees with employee benefits as available from time to time under Company's policies at no additional cost to the Client.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. Company will maintain records of all wages and benefits paid and personnel actions taken by Company in connection with Company employees providing services hereunder. Company will retain control of such records and make them available for inspection as required by applicable federal, state, or local laws.

Section 2.05. Other Obligations of Company. Company will comply with any federal, state, and local law applicable to its employees. Company will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree that Company shall retain the right to direct and control its employees in connection with their performance of consulting services under this Agreement, including all matters involving discipline or termination of Company employees. Client shall retain the right to define the matters and projects for which Company shall provide consulting services hereunder. Company shall use best efforts to immediately address and resolve concerns raised by Client concerning the performance of consulting services hereunder by Company employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide company employees with a suitable workplace, which complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other applicable health and safety laws, regulations, ordinances, directives, and rules. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by Company's workers' compensation carrier. Company and/or its insurance carriers have the right to inspect the Client's premises to ensure that Company employees are not exposed to an unsafe workplace. Company's rights under this paragraph do not diminish or alter the Client's obligations to Company employees under applicable law, or its obligations to Company under this Agreement;

(b) With respect to Company employees, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy, or decision, prohibiting employment discrimination;

(c) Notwithstanding anything herein to the contrary, Client retains the right to exert sufficient direction and control over Company employees providing services hereunder as is necessary to conduct the Client's operations, without which, the Client would be unable to conduct its operations or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign Company employees unless mutually agreed in writing by Client and Company. Client will timely confer with Company regarding any concern or complaint regarding Company employee performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries, or other forms of direct or indirect compensation, including employee benefits, to Company employees. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to Company any injury to any Company employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Company employee is injured while performing services for the Client, the Client must follow all procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents, and injuries of Company employees to Company within twenty-four (24) hours following notification of said injury by Company employees.

(h) As used in this Agreement, “Company employees” may also from time to time include independent contractors retained by Company that provide consulting services under this Agreement. Company shall be solely responsible for performing all obligations of any agreements it may enter into or be party to with any such independent contractors.

(i) Client shall indemnify and hold Company (together with Company’s members, managers, officers, employees, agents, servants, successors, assigns, and any third parties with whom Company contracts or has contracted with to provide services to Client hereunder) (collectively, the “Company Indemnitees”) harmless from any loss, cost, damage, claim, action, proceeding (whether judicial, governmental, regulatory or otherwise), judgment, fine, lien, liability or expense (including but not limited to reasonable attorneys’ and other professional consultants’ fees) (collectively, “Claims”) asserted by any third party to this Agreement arising from or that are claimed to arise from or in any way be founded upon or otherwise relate to Company’s performance of and rendition of services pursuant to this Agreement, the execution of this Agreement by the parties, or any breach of this Agreement by Client. Client’s obligations to Company and the Company Indemnitees shall further expressly extend to any Claims asserted by any third party to this Agreement that are alleged to arise from, in any way be founded upon, or otherwise related to Company’s performance of and rendition of services pursuant to Client pursuant to a prior agreement between Company and Client approved on July 19, 2021 pursuant to Client’s Resolution No. 1116 (the “Prior Agreement”), including but expressly not limited to any claims brought against Company or the Company Indemnitees by Nicholas Narducci or any entity owned or controlled by him. The foregoing indemnification provisions in favor of Company and the Company Indemnitees shall survive any termination or expiration of this Agreement or the Prior Agreement and any declaration of the invalidity of the Agreement or the Prior Agreement as a whole, or of any terms or provisions thereof.

SECTION 3 FEES PAYABLE TO COMPANY

Section 3.01. Fees. The Client will pay Company fees for the services provided under this Agreement:

- (a) At an hourly rate of One Hundred Thirty and No/100 Dollars (\$130.00) per hour for each hour spent by Company employees or independent contractors in providing consulting services under this Agreement; and
- (b) In addition to the hourly charges set forth in Section 3.01(a), a monthly stipend of \$2,500.00.

Section 3.02. Payment Method. Every thirty (30) days during the term of this

Agreement, Company will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all undisputed invoiced amounts by check, wire transfer or electronic funds transfer to Company to an account or lockbox as designated on the invoice. Late payments of undisputed amounts will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, Company may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4

Intentionally Omitted.

SECTION 5

DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by Company on the signature page (the "Effective Date"). The period during which Company employees provide any consulting services to the Client is defined as the "Term". The Term commences on the Effective Date and will continue for a term of one hundred and eighty days thereafter, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the "Termination Date". By written agreement of Client's Mayor and Company's Manager, the Term of this Agreement may be extended for a period of up to one hundred and eighty (180) days from and after the initial expiration.

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, Company may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, Company has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period or is otherwise by its nature incapable of being remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination Without Cause. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice of termination to the other Party.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges Company's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Company employees to terminate their employment with Company, and the Client will not hire Company employees as permanent or temporary employees.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that Company is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief for which Company can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7

Intentionally Omitted.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives, and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding Company' placement of the Company employees with the

Client and contains all the terms, conditions, covenants, stipulations, understandings, and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. Company will not be responsible for failure or delay in assigning its Company employees to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, pandemic, governmental orders, acts of nature or of God, or any other causes beyond the control of Company.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by Company.

COMPANY

Brent Hassert Consulting, LLC

By: _____
Name: Brent Hassert
Title: Manager

Execution and Effective Date:

CLIENT

City of Crest Hill

By: _____
Name: Ray Soliman
Title: Mayor