

## **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 **VILLAGE OF HOMEWOOD, ILLINOIS**, with an address at 2020 Chestnut Rd., Homewood, IL 60430 (“Homewood”).

WITNESSETH:

### **I. SCOPE OF REPRESENTATION**

1. Homewood is retaining HERA to represent Homewood in providing property registration services for Homewood’s foreclosure and vacant property registration ordinance, Village of Homewood Municipal Code, Chapter 10, Article XIV, “Property Registration” (the “Ordinance”).

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

### **II. DUTIES OF HERA**

#### **Ordinance Registration Services**

1. HERA shall provide an online foreclosure and vacant property registration service for Homewood pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Homewood.

4. All registration fees collected by HERA shall be remitted to Homewood, less HERA's collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

### **III. PAYMENT FOR HERA'S SERVICES.**

1. In consideration of the cost of registration services rendered by HERA, Homewood 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.

2. If Homewood's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to Homewood pursuant to the monthly remittance schedule.

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

### **IV. INSURANCE**

HERA shall maintain insurance coverage as required by Homewood, and at a minimum general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**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 Homewood, 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 the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Homewood. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to Homewood Ordinance in a competent court of jurisdiction or any action which Homewood directs HERA to perform.

2. HERA shall, upon Homewood’s demand and at Homewood’s direction, promptly and diligently defend, 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. HERA shall, and shall cause its agents to, cooperate with Homewood 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.

4. 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 Homewood, and shall be provided to community 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 Homewood, 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**

Homewood 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, Homewood will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties registered by Homewood. All registrations and fees received by Homewood 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 Homewood is unable to provide the agreed upon digital file, then Homewood 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, Homewood 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 Homewood on reasonable advanced, written notice. The audit shall be conducted at the premises of Homewood on business days only and during normal working hours. The provisions of this Section shall survive the termination of this Agreement.

**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. TERMINATION**

HERA and Homewood each expressly reserve the right to withdraw from 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 Homewood 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 Homewood any registration fees owed to Homewood.

**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 Homewood'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 Homewood and HERA and Homewood 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.

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**XIX. HOMEWOOD'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S  
AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

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

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF HOMEWOOD, ILLINOIS**

By: \_\_\_\_\_

Name:

Title:

DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2023.

**HERA PROPERTY REGISTRY, LLC**

By: \_\_\_\_\_

Name: Clifford J. Johnson

Title: CEO