

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made by Lisa Bahry ("Consultant"), and the Village of Romeoville, an Illinois Municipal Corporation (the "Client"). Consultant and the Client can be individually identified as a "Party" and collectively as the "Parties". Consultant and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Consulting Services. The Client hereby engages the Consultant 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. Client and Consultant acknowledge that the parties expect Consultant to provide human resources/employment consulting services relating to the review of Client policies and procedures, and that such services shall typically be provided at various times during regular Client business hours, at or from a mutually agreed upon location, and that a more specific schedule for the provision of services shall be determined from time to time by Client and Consultant on a mutually convenient basis.

Section 1.02. Independent Contractor. Consultant is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. Consultant has no authority to bind the Client to any commitment, contract, agreement or other obligation.

SECTION 2 SERVICES AND OBLIGATIONS OF CONSULTANT AND CLIENT

Section 2.01. Payment of Wages. Consultant will timely pay the wages and related payroll taxes of any and all Consultant employees along with Consultant's own income taxes relating to the provisions of consulting services hereunder to Client from Consultant's own account in accordance with federal and Illinois law and Consultant's standard payroll practices. Consultant will withhold from such wages all applicable taxes and other deductions elected by such Consultant employees. The Client acknowledges that Consultant 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, Consultant 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, Consultant will maintain in effect workers' compensation coverage for all of its employees providing consulting services under this Agreement.

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

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. Consultant will maintain records of all wages and benefits paid and personnel actions taken by Consultant in connection with Consultant employees providing services hereunder. Consultant 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 Consultant. Consultant will comply with any federal, state and local law applicable to its employees. Consultant 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 Consultant shall retain the right to direct and control its personnel and employees in connection with their performance of consulting services under this Agreement, including all matters involving discipline or termination of Consultant employees. Client shall retain the right to define the matters and projects for which Consultant shall provide consulting services hereunder. Consultant shall use best efforts to immediately address and resolve concerns raised by Client concerning the performance of consulting services hereunder by Consultant employees.

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

(a) The Client will provide Consultant personnel and employees with a suitable workplace, that 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 Consultant's workers' compensation carrier. Consultant and/or its insurance carriers have the right to inspect the Client's premises to ensure that Consultant personnel and employees are not exposed to an unsafe workplace. Consultant's rights under this paragraph do not diminish or alter the Client's obligations to Consultant personnel and employees under applicable law, or its obligations to Consultant under this Agreement;

(b) With respect to Consultant 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 Consultant 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 Consultant employees unless mutually agreed in writing by Client and Consultant. Client will timely confer with Consultant regarding any concern or complaint regarding Consultant 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 Consultant 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 Consultant any injury to any Consultant personnel or employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Consultant employee is injured in the course of 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 Consultant employees to Consultant within twenty-four (24) hours following notification of said injury by Consultant employees.

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

SECTION 3 FEES PAYABLE TO CONSULTANT

Section 3.01. Fees. The Client will pay Consultant fees for the services provided under this Agreement at an hourly rate of \$58.00 per hour. Client and Consultant acknowledge that Consultant will provide eight hours of consulting services per week for a period of twelve weeks. Notwithstanding the foregoing, Client and Consultant shall be authorized to mutually adjust the number of hours per week and the number of weeks during which consulting services will be provided to Client to reasonably accommodate the scheduling needs of the parties. Client may request Consultant to provide additional consulting services on projects

other than those identified in Exhibit A, and in such event, if Consultant agrees to provide such consulting services, Consultant shall bill for such services at an hourly rate of \$58.00 per hour, and shall separately identify and itemize the same on the monthly invoices from Consultant to Client.

Section 3.02. Payment Method. On the 30th of each month during the term of this Agreement, Consultant 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 Consultant 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, Consultant 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 Consultant on the signature page (the "Effective Date"). The period during which Consultant employees provide any consulting services to the Client is defined as the "Term". The Term commences on the Effective Date and will continue until that date which is twelve weeks from the Effective Date, **subject to the application of Section 3.01**, 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". The obligation of Client to pay fees due and owing under this Agreement shall survive the expiration or termination of this Agreement.

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, Consultant 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, Consultant 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

Intentionally Omitted.

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 Consultant' placement of the Consultant employees with the Client, and contains all of 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. Consultant will not be responsible for failure or delay in assigning its Consultant 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 Consultant.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a state court sitting in Will County, Illinois. Venue and jurisdiction for any action under this

Agreement is Will County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail, to such addresses as may be provided below.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to Consultant: Lisa Bahry
1007 Beau Brummel Drive
Sleepy Hollow, IL 60118

If to the Client: Village of Romeoville
Attn.: Dawn Caldwell
1050 W. Romeo Road
Romeoville, IL 60446

With a copy to: Rich Vogel
Tracy, Johnson & Wilson
2801 Black Road, 2d Floor
Joliet, IL 60435

[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 Consultant.

CONSULTANT

Lisa Bahry

Execution and Effective Date:

CLIENT

Village of Romeoville

By: _____

Name: Dawn Caldwell

Title: Village Manager