

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made by Brent Hassert Consulting, LLC, an Illinois limited liability company ("Company"), and the Village of Romeoville, 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 shall provide consulting services to Client at Client's premises on Tuesdays and Thursdays when Client is otherwise open for business, for five hours on each of those days, totaling ten hours per week. Client and Company may 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 administrative and operational 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. 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. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to 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 of 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. All such employee benefits will be included in Fees payable to Company under Section 3.01 of this Agreement.

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 commercially reasonable efforts to 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, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. 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 work place. 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 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 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.

SECTION 3

FEE PAYABLE TO COMPANY

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

(a) The base compensation at an hourly rate of One Hundred Sixty Five and No/100 Dollars (\$165.00) per hour for each hour spent by Company employees in providing consulting services under this Agreement; plus

(b) Any employee benefits Company paid to Company employees as applicable, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable Company pension and welfare benefit plan or federal, state or local laws covering the Company employees.

Section 3.02. Increase in Fees. Company may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, as and when they become effective. Company may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all Company employees.

Section 3.03. Payment Method. Every two (2) weeks 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 invoiced amounts by check, wire transfer or electronic funds transfer to Company to an account or lockbox as designated on the invoice. Late payments 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"), which date shall not be prior to December 14, 2020. 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 until April 2, 2021, 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 President and Company's Manager, the

Term of this Agreement may be extended for a period of time of up to ninety (90) days from and after April 2, 2021.

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 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 to 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, except for changes to the fees provided for in Section 3.

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 Assigned Employee 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. 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.

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 Company:

Brent Hassert Consulting LLC
24820 West Easy Street
Plainfield, IL 60586

If to the Client:

Village of Romeoville
1050 W. Romeo Road
Romeoville, Illinois 60446
Attn. Interim Village Manager Dawn Caldwell
Telephone: 815-886-7200
Electronic mail: dcaldwell@romeoville.org

[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:
December 14, 2020

CLIENT

Village of Romeoville

By: _____
Name: John D. Noak
Title: Village President