

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Contract”) is made and entered into by and between **South Suburban Land Bank and Development Authority** (“SSLBDA or Land Bank”), an Illinois intergovernmental agency and ECKAS LLC, an independent provider of professional services (“CONTRACTOR”), together known as the Parties:

# SCOPE OF SERVICES

CONTRACTOR shall perform the duties of Accountant and Bookkeeper, as further described in **Exhibit A.** During the Term, CONTRACTOR shall devote such time, energy, and skill as is reasonably necessary to satisfactorily perform the services contemplated by this Agreement and **Exhibit A**.

# TIME OF PERFORMANCE; TERM

The effective date of this Contract shall be \_\_October 1, 2022\_\_\_\_\_\_\_\_(“Effective Date”). The termination date of the Contract shall \_\_\_\_December 31, 2023\_\_\_\_\_\_\_\_(“Termination Date”).

# CONSIDERATION

SSLBDA shall pay CONTRACTOR a monthly lump sum of \_\_\_$4,000\_\_\_\_\_ of each month for all services provided under this Contract (“Monthly Fee”). Expenses incurred by CONTRACTOR directly related to the Services, if approved by SSLBDA before being incurred, and supported by appropriate documentation of costs actually incurred, will be reimbursed by SSLBDA upon invoicing by CONTRACTOR.

# RELATIONSHIP

The relationship of CONTRACTOR to SSLBDA shall be that of an independent contractor rendering professional services. CONTRACTOR shall have no authority to execute contracts or to make commitments on behalf of SSLBDA and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between SSLBDA and CONTRACTOR. It is understood that in providing services CONTRACTOR will determine which hours per week CONTRACTOR will work, and where CONTRACTOR will work. CONTRACTOR will determine the need for, provide and maintain control over any equipment or tools needed for CONTRACTOR’s work, and will otherwise manage CONTRACTOR’s work independently. CONTRACTOR will periodically be available during regular working hours for purposes of meetings. CONTRACTOR will not be considered an employee of the SSLBDA for purposes of federal or state income tax withholding, the Federal Insurance Contributions Act, the Federal Unemployment Tax Act or related Acts, and it will be CONTRACTOR’s responsibility to comply with all applicable self-employment and income tax laws. It is further understood that CONTRACTOR will not be covered by SSLBDA’s worker’s compensation insurance policy and shall accept full responsibility for any personal harm or injury incurred as a direct or indirect result of CONTRACTOR’s involvement with the SSLBDA (provided it was not recklessly or intentionally caused by SSLBDA). CONTRACTOR agrees to release and hold harmless the SSLBDA from any and all claims, demands, causes of action, judgments, damages, liabilities or expenses arising out of such involvement.

# TERMINATION

Either Party may terminate this Contract and any associated Services without cause at any time and with 30 DAYS NOTICE. In lieu of termination, SSLBDA and CONTRACTOR may jointly agree to engage in a Performance Improvement Plan to help CONTRACTOR meet SSLBDA goals. A Performance Improvement Plan does not alter either Party’s right to terminate this Contract at any time pursuant to this Section.

# REPORTS AND INFORMATION

CONTRACTOR, at such times and in such forms as SSLBDA may request. CONTRACTOR shall furnish SSLBDA periodic reports pertaining to the Services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. CONTRACTOR invoices will include an itemization of services provided and /or accompanied activity reports as appropriate, including those pulled from our input systems such as SDA’s Salesforce, QuickBooks or other applications.

# CONFIDENTIALITY AND CLIENT SOLICITATION

CONTRACTOR may have access to confidential information of the SSLBDA or their clients and partners. It is fully understood and accepted by CONTRACTOR that all data, analysis, models, documents, ideas, concepts, methodologies, formats, reports, technologies and other outputs or related work products undertaken for, developed or learned in connection with the work of SDA shall be considered confidential and proprietary products of SSLBDA unless otherwise public; and shall not be used nor disclosed by CONTRACTOR without the express permission of SSLBDA*.* For a period of two years after Termination, CONTRACTOR shall not knowingly engage or solicit any SSLBDA Client to provide services that are related in nature to the types of services provided by SSLBDA. For purposes of this Agreement, “SSLBDA Clients” include all clients that have previously or are currently receiving services from or engaging in transactions with SSLBDA as of the time of the Termination.

# OWNERSHIP RIGHTS

All work product produced by CONTRACTOR as part of the Scope of Services set forth herein is the property of SSLBDA. It is also fully understood and accepted by CONTRACTOR that all data, analysis, models, documents, ideas, concepts, methodologies, formats, reports, technologies and other outputs or related work products undertaken for, developed or learned in connection with the work of CONTRACTOR for SSLBDA will be the exclusive intellectual or other property of SSLBDA.

# COMPLIANCE WITH ALL LAWS

CONTRACTOR shall comply with all applicable laws, ordinances and codes of Federal, State and local government.

# COMPLIANCE WITH GRANT TERMS AND CONDITIONS

SDA has obtained, and may obtain additional, grant and loan funding from federal, state and local agencies, non-profit foundations and other sources. To the extent that any funding obtained by SSLBDA contains terms and conditions, CONTRACTOR will learn and abide by all such terms and conditions related to the Services, including but not limited to the Grant Documents.

# CONFLICT OF INTEREST

With the exception of the Monthly Fee and other consideration provided by SSLBDA pursuant to this Agreement, CONTRACTOR shall not have any financial interest, direct or indirect, in any Service provided under this Agreement. CONTRACTOR shall take appropriate steps to identify any potential personal financial interest, direct or indirect, and take all necessary steps to notify SSLBDA of the potential conflict. Unless the conflict is waived by SSLBDA in writing, CONTRACTOR shall take necessary steps to eliminate the conflict or recuse itself from the Services provided herein. CONTRACTOR represents that none of its members, owners or employees presently have or will have a known financial interest, direct or indirect, in any business that is receiving Services from CONTRACTOR pursuant to this Agreement.

Under no circumstances may CONTRACTOR solicit additional work, for pay or other benefit, from an individual or business receiving Services. CONTRACTOR shall not refer any individual or business receiving Services to other contractors or consultants without written approval from SSLBDA.

# INDEMNIFICATION; HOLD HARMLESS

Notwithstanding any other provision in this Contract, each Party agrees to indemnify and hold harmless the other, its appointed and elective officers and employees, from and against all loss and expense, including attorney’s fees and costs, by reason of any and all claims and demands by any person, arising out of the Party’s and/or its agents’ negligent performance of the Services or otherwise wrongful acts or omissions (including, but not limited to, tortious conduct, criminal conduct, breach of contract and fraud) associated with this Contract.

This indemnification obligation shall not be interpreted to cover any other Party’s contributory negligence or otherwise wrongful acts or omissions.

# SUBCONTRACTING

CONTRACTOR shall not subcontract any of the Services to a third party.

# INSURANCE

CONTRACTOR shall maintain, and submit proof upon request, its own insurance throughout the term of this contract, including workmen’s compensation if required by the Illinois Workers Compensation Act, professional or commercial general liability insurance, and motor vehicle insurance if using motor vehicles in the course of providing services under the contract.

# LOBBYING RESTRICTIONS

CONTRACTOR hereby certifies that it has not and will not spend funds on or otherwise engage in any lobbying activities in connection with the services to be provided under this contract.

# DEBARMENT

The CONTRACTOR certifies that he/she/it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal or State department or agency.

# MISCELLANEOUS

* 1. Notices. Any notice, payment, demand or other communication required or permitted to be given by any provision of this Contract shall be in writing and deemed to have been delivered or received for all purposes (a) upon receipt, if delivered by hand or overnight express courier service against receipt, or (b) on the date upon which the sending party receives confirmation of receipt of such notice or demand by the receiving party, if sent by facsimile, e-mail or other electronic means, with a copy sent by overnight express courier service against receipt, to such party at the address set forth be l ow in this Section or such other address as any party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section. Addresses for notices shall be:

If to Southland Development Authority:

South Suburban Land Bank and Development Authority

17730 Oak Park Ave. Suite D

Tinley Park, IL 60477

Attention: Jeff Allen, Interim Executive Director

Jeff.allen@southlanddevelopment.org

If to CONTRACTOR:

* 1. Severability. If any term or other provision of this Contract is held invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Contract shall nevertheless remain in full force and effect. Upon

such holding that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Contract be consummated as originally contemplated to the greatest extent possible.

* 1. No Strict Construction. The Parties hereto jointly participated in the negotiation and drafting of this Contract. The language used in this Contract shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent. This Contract shall be construed as if drafted jointly by the Parties hereto, and no rule of strict construction shall be applied against any person.
	2. Third Party Beneficiaries. This Contract shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.
	3. Governing Law; Consent to Jurisdiction. This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to the conflicts-of-laws principles of such State. The Parties hereto hereby (a) submit to the non-exclusive jurisdiction of any state or federal court sitting in the State of Illinois for the purpose of any suit, demand, claim, or action arising out of or relating to this Contract brought by any party hereto, and (b) irrevocably waive, and agree not to assert by way of motion, defense or otherwise in any such suit, demand, claim, or action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, demand, claim, or action is brought in an inconvenient forum, that the venue of the suit, demand, claim, or action is improper, or that this Contract or the scope of work may not be enforced in or by any of the above-named courts.
	4. Changes; Amendments; Modifications. SSLBDA and CONTRACTOR may, from time to time, desire changes or modifications in the Services to be performed hereunder or the compensation to be provided to Contractor. Such changes or modifications will be effective only if signed in writing by both Parties.
	5. Assignability. CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or notation), without prior written consent of SSLBDA.
	6. Entire Agreement. This Contract and the other agreements and documents referred to herein constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior agreements or understandings between or among them with respect to the subject matter hereof.
	7. Time of the Essence. Time is of the essence of each Party's performance under this Contract. Whenever the last day for performing an act under this Contract does not fall on a business day, the time for performance extends to the next succeeding business day.
	8. Headings. The descriptive headings contained in this Contract are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Contract.
	9. Counterparts; Electronic Signatures. This Contract may be executed and delivered (including by facsimile transmission) in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. An electronic copy of this Contract (or any counterpart hereof) shall be deemed an original for all purposes.
	10. Survival.  Any terms and conditions contained in this Agreement that by their express terms, sense or context are intended to survive the termination or expiration of this Agreement shall so survive.

[Remainder Left Blank]

 IN WITNESS THEREOF, SOUTHLAND DEVELOPMENT AUTHORITY NFP and

CONTRACTOR have executed this Contract as of the date and year last written below.

# CONTRACTOR SOUTH SUBURBAN LAND BANK AND DEVELOPMENT AUTHORITY

 Jeff Allen, Interim Executive Director

Date: Date:

**Exhibit A**

Categorization of downloaded activity - Weekly Basis

Payroll Management - Semi Monthly Basis (Client to define)

A/P Management (Process invoices, send for approval and pay bills) - Weekly or Biweekly Basis (Client to define)

Bank and credit card reconciliations - Monthly Basis

Financial statement preparation (Statements of Activity, Financial Position, Cash Flow and A/R Aging) - Monthly Basis

Variance analysis on financial statements - Monthly Basis

Grant Reporting (Financial aspects; eg. expenditure report and invoice) - Monthly, Quarterly or Annual Basis (As defined by specific grant)

Grant Contract Management (Review, create schedule and tracking guidelines) - As Needed Basis

Internal Control Management (Review, amend as needed) - As Needed Basis

Work Directly with Accountants and other Financial Service Providers to Provide Regular Reports and Annual Reports including Tax, Reporting and Audit Reports – As Needed Basis

Forecasting and Modeling - As Needed Basis

Availability for Board Meetings - As Needed Basis