GOVERNMENTAL RELATIONS CONSULTING AGREEMENT

BY THIS GOVERNMENTAL RELATIONS CONSULTING AGREEMENT ("Agreement") entered into this <u>6th</u> day of <u>February</u>, 2024 by and between Village of Stickney ("Client") and Amicus Government Strategies, LLC ("Consultant") **IT IS HEREBY AGREED THAT:**

WHEREAS, Client desires to retain Consultant to furnish certain governmental relations consulting services as a registered lobbyist in the State of Illinois; and

WHEREAS, Consultant is willing to perform such governmental relations consulting services as a registered lobbyist in the State of Illinois pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, **IT IS HEREBY AGREED THAT:**

Term: This Agreement shall be effective as of February 1, 2024 continue in full force and effect through and to January 31, 2025, unless terminated as provided for herein ("Term"). Client and Consultant may mutually agree in writing to extend the term of this Agreement. Notwithstanding the foregoing, the Client may terminate this agreement for any reason or no reason upon providing thirty (30) days written notice to Consultant. Thereafter, no further fees or charges shall be owed by the Client to the Consultant.

2. Consulting Services:

- a) Client hereby retains Consultant and Consultant hereby agrees to perform governmental relations consulting services as a registered lobbyist for Client in the State of Illinois related to state funding for brick and mortar improvements and public safety issues.
- b) In the performance of the Consulting Services, Consultant shall:
 - (i) Inform Client apprised on a regular basis of legislative activities now pending or proposed, or which may be proposed during the term hereof, in Illinois that are related to or arise out of the Services.
 - (ii) Provide Client with information and guidance as to the matters that are related to arise out of the Consulting Services; and
 - (iii) On instructions from an authorized representative designated under Section 5, undertake such actions as Client and Consultant mutually agree are consistent with the performance of the Consulting Services.
- c) Consultant shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.

3. Compensation

a) As the sole and exclusive consideration and payment for the performance of the Services by Consultant, Client agrees to pay Consultant a success fee equal to Four Thousand Dollars per month (\$4,000) ("Compensation") for each month during the Term of this Agreement. In the event that this Agreement is terminated by the Client prior to the end of the Term, no further Compensation shall be due and owing to Consultant.

b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If Consultant determines that there is a need to incur extraordinary costs and expenses in the performance of Services, and the nature, amount and circumstances thereof are fully disclosed to Client and prior written approval obtained from an authorized representative designated under Section 5, Client shall reimburse Consultant for such extraordinary costs and expenses upon receipt of a detailed accounting. No costs or expenses shall be reimbursed to Consultant if the same were not pre-approved in writing by Client.

4.

- 5. <u>Authorized Representative</u>: For the purpose of this Agreement, Client's authorized representative shall be as follows: <u>Village of Stickney</u> or Client, who may designate from time to time additional or substitute authorized representatives by written notice to Consultant. Consultant's primary contact will be Tony Munoz. Consultant may designate such other additional or substitute authorized representatives who are acceptable to Client. Client agrees that such acceptance shall not be unreasonably withheld.
- 6. <u>Compliance with State and Federal Laws:</u> The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws and regulation regulating the performance of the Services ("Applicable Law"), and Client and Consultant agree to fully comply with all Applicable Law, including but not limited to any and all registration and disclosure requirements under Applicable Law.
- 7. <u>Confidentiality</u>: Consultant agrees not to disclose to any third party or use, except in connection with performance of the Services, or as may be consented to by the Client or otherwise required by law, any confidential information obtained concerning the business and operations of the Client, as well as confidential information developed by Consultant in rendering services. Should any of this information be made available in the public domain by Client or by third parties, Consultant shall be free to use such publicly available information without breach of this Agreement.
- 8. <u>Independent Contractor</u>: Consultant is and shall act as an independent contractor rendering Services hereunder.
- 9. <u>Notice</u>: Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

Consultant: Amicus Government Strategies, LLC

3211 South Hamilton, Chicago, IL 60608

Phone: 312-296-7880

Email: antonio@amicusgs.com

Client: Village of Stickney

C/O Jeff Walik, Mayor

6533 West Pershing Road, Stickney, IL 60402

Phone: 708-749-4400

Email: jwalik@villageofstickeyney.com

- 10. <u>Miscellaneous</u>: This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Illinois. All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
- 11. <u>Indemnification</u>: Consultant shall defend, indemnify, and hold harmless the Client and its officers, officials, directors, employees, agents, successors, and assigns from and against all losses arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of the Consultant and (2) Consultant's breach of any representation or obligation of Consultant under this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Ву:	
Antonio Munoz	
Amicus Governmental Strategies, LLC	
By:	
Village of Stickney	
Jeff Walik, Mayor	