

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of **January 20, 2026** by and between **City of Joliet** (hereinafter called "Client") with its offices at 150 W. Jefferson Street, Joliet, Illinois 60432 and Governmental Consulting Solutions (hereinafter called "GCS") with its offices located at 420 West Capitol Avenue, Suite 1, Springfield, Illinois 62704.

WITNESSETH:

WHEREAS, Client wishes to retain GCS to furnish certain consulting services (hereinafter more particularly described), which GCS is qualified to perform on behalf of Client in the State of Illinois; and

WHEREAS, GCS is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. Term

- (a) This Agreement shall be effective as of **February 1, 2026** and continuing in full force and effect through **December 31, 2026**. Subject to thirty (30) days written notice, this Agreement may be terminated for any reason by either party.
- (b) Termination shall not extinguish any of the contractual obligations of GCS or Client set forth in Sections 6, 7 and 8 of this Agreement and shall in no way be deemed to be construed as a restriction, limitation or waiver of either party's rights to pursue any additional available remedy at law or equity.
- (c) Payment received from client for work performed after the terms stated in Section 1(a) will continue this Agreement in full force and effect until a notice of termination letter, as set forth in Subsection (a) above, is received by either party.

2. Consulting Services

- (a) Client hereby retains GCS and GCS hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of Client in the State of Illinois in performing consulting services (hereby called "Services"). Such services shall include, but not be limited to, the following:
 - (i) Keep Client apprised on a regular basis of legislation and regulatory activities now pending or proposed, or which may be proposed during the term hereof, in the Illinois General Assembly or in any agency or department of the State of

Illinois, pertaining to the business, products, reputation or interests of Client or its subsidiaries

- (ii) Provide Client with information and guidance as to the matters described in Subsection 2 (a) (i) and make recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
- (iii) Provide public affairs consulting efforts with key legislative or regulatory officials and their staffs on matters pertaining to the business, products, reputation or interests of the Client; and
- (iv) On instructions from an authorized representative designated under Section 5, undertake such actions as Client may deem appropriate and consistent with the objectives of this Agreement. These actions may include appearing and/or testifying at hearings to promote the interests of Client and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

- (b) GCS shall maintain close liaison and frequent communication with the authorized representative designated under Section 5.
- (c) GCS will work with the Client to determine Client's short-term and long-term goals with State government and develop a detailed government affairs strategy and work plan in conjunction with the Client to build and strengthen relationships with state legislators and to pursue state funding and policy priorities.
- (d) GCS will work with the Client to pursue state funding opportunities, increase funding for existing programs, reauthorize key programs and develop new pilot programs and policies that support the Client's priorities.
- (e) GCS will assist Client in developing and submitting grant funding requests, preparing background materials to foster engagement with lawmakers, securing letters of support and tracking deadlines.
- (f) GCS will support the development of new third-party relationships and leverage the Client's existing partnerships to support the Client's priorities and advocacy work.
- (g) GCS will organize one-on-one meetings with key legislators, state agencies and key staff in the Legislature and Executive Branch during both legislative session periods and periods when the legislature is not in session.
- (h) GCS will provide assistance with legislative drafting, creation of position papers, and preparation of proposed oral testimony if needed.

3. Compensation

- (a) In consideration of GCS's rendering of Services, Client shall pay GCS **\$10,000** per month for each month of the Agreement. Electronic invoices will be emailed the first of each month, or as soon thereafter as practical, to purchasing@joliet.gov. Each invoice shall be accompanied by a summary identifying the work performed in the prior month and the work anticipated to be completed in the upcoming month.

(b) It is understood and agreed that the compensation recited in Subsection (a) includes usual and ordinary costs and expenses. If GCS 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 GCS for all such extraordinary costs and expenses upon receipt of a detailed accounting.

4. Relationship with Other Clients

Should a possible conflict of interest arise at any time during the term of this Agreement between the interests of Client and those of GCS, GCS agrees, if so directed by Client, to promptly refrain from performing Services with respect to such area of conflicting interest. GCS agrees that Client shall have the right to immediately terminate this Agreement with respect to itself at any time without liability upon written notice to GCS if, in Client's sole judgment and upon reasonable basis and belief, GCS's representation of its other clients conflicts with the best interests of Client.

5. Authorized Representative

For the purpose of this Agreement, Client's authorized representative shall be as follows: ***Beth Beatty, City Manager***. Client may designate from time to time additional or substitute authorized representatives by written notice to GCS. GCS's primary contact will be ***Jessica Basham***. GCS 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. Compliance with State and Federal Laws

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

- (a) As required by the Lobbyist Registration Act (25 ILCS 170) we at GCS will annually register and list Client, as one who employs us to perform lobbying services on clients behalf for the contract term.
- (b) Section 3 of the Lobbyist Registration Act (25 ILCS 170) requires registration by "any person who employs another person for the purposes of influencing executive, legislative or administrative action". Therefore, Client will be required to register annually and pay annual registration fees as a lobbying entity pursuant to the provision above.

Note: The City of Joliet is currently registered as an exempt entity with the Lobbyist Division of the Illinois Secretary of State

and is in full compliance - registration is not required for 2026 as stated in Section 6 (b).

(c) Any Clients currently or planning on submitting bidding contracts (RFP) with the State of Illinois will be required to register with the Illinois State Board of Elections. All bidding contracts are required to include a certificate of registration in submitted proposals. Registration can be done at:

<https://www.elections.il.gov/BEREP.aspx?MID=5kJmo5VImiq%3d>

7. Indemnification

(a) GCS will assume full responsibility for and shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of GCS or any breach by GCS of any of the terms and provisions of this Agreement.

(b) Client will assume full responsibility for and shall indemnify and hold harmless GCS and its subsidiaries and their directors, officers, employees and agents from and against any and all losses, claims and liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any gross negligence or wrongful or willful misconduct on the part of Client or any breach by Client of any of the terms and provisions of this Agreement.

8. Confidentiality

GCS agrees not to disclose to any third party or use, except in connection with 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 GCS in rendering services. Should any of this information be made available in the public domain by Client or by third parties, GCS shall be free to use such publicly available information without breach of this Agreement.

9. Independent Contractor

GCS is and shall act as an independent contractor rendering Services hereunder.

10. Notice

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: Governmental Consulting Solutions, Inc.
420 West Capitol, Suite 1 Springfield, IL 62704
Phone: 217.528.9120
Fax: 217.544.4026
EIN # 33-1015844

Client: City of Joliet
150 W. Jefferson Street
Joliet, IL 60432
Phone: (815) 724-3730

11. Miscellaneous

- (a) 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.
- (b) 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.

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

*Governmental Consulting
Solutions*

City of Joliet

By _____
Jessica Basham

By _____
Beth Beatty
City Manager