

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made this 19 day of September, 2023 by and between Clayborne & Wagner LLP (“CW”) located at 525 West Main Street, Suite 105, Belleville, Illinois 62220 and the Metro East Sanitary District (“MESD”) located at 1801 Madison Ave, Granite City, Illinois 62040.

RECITALS

A. WHEREAS, MESD is desirous of securing capital to provide ongoing maintenance for watershed ditches and other ditches within its districts by eliminating impediments which cause flooding due to perennial, intermittent, ephemeral rain/water run-off, maintain relief wells, test relief wells and maintain tributaries from surrounding communities;

B. WHEREAS, CW has existing relationships with certain state elected officials, federal elected officials, local governmental county entities, State of Illinois Agencies and US Federal Agencies, and has the ability to create relationships to work on behalf of MESD with those entities;

C. WHEREAS, MESD desires to retain the services of CW to perform certain consulting services as more fully defined herein to assist MESD in its efforts to create and foster relationships with local governmental entities, key executives or legislative officials and their staff for the State of Illinois, and any other state entities or financial conduits mutually agreed upon by CW and MESD for the purpose of gaining access to funds and solutions needed to clean up and provide ongoing maintenance to the watershed ditches, relief wells, and other ditches which are flooding due to perennial, intermittent, ephemeral rain/water run-off and tributaries from surrounding communities; CW is willing and able to perform those certain consulting services; and

D. WHEREAS, MESD and CW agree that CW shall serve as its consultant pursuant to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

1. **Term.** This Agreement shall commence on Sept. 19, 2023 and continue for twelve consecutive months thereafter unless otherwise terminated as provided for in this Agreement.

2. **Scope of Services.** MESD hereby retains CW and CW hereby undertakes to exercise its best efforts in performing consulting services (hereby called “Services”) on how best to seek out and gain access to funds and solutions needed to clean up and provide ongoing maintenance to ditches within MESD’s districts which flood due to perennial, intermittent, and ephemeral rain/water run-off, and include tributaries from surrounding communities. This will create business opportunities, redevelopment opportunities, financial stability, and CW using its

expertise in the best interests of MESD with local governmental entities, the State of Illinois, any other state entities, and financial conduits as mutually agreed upon by CW and MESD. Such services shall include, but not be limited to, the following:

a. Provide consulting services to MESD regarding MESD's efforts to maintain or establish a relationship with local governmental entities, key executives or legislative officials and their staff in the State of Illinois, and any other state entities, mutually agreed upon by CW and MESD on matters pertaining to gaining access to funds or grants for the purpose of clean up and maintenance for ditches located in MESD's districts; and

b. On instruction from an authorized representative designed under Section 7 of this Agreement:

i. CW will make phone calls, send correspondence, e-mails or other communications to federal elected officials, local governmental officials, key executives or legislative officials and their staff for the State of Illinois, and any other state entities, mutually agreed upon by CW and MESD;

ii. Set up meetings with federal elected officials, local governmental entities, key executives or legislative officials and their staff for the State of Illinois, and any other state entities, mutually agreed upon by CW and MESD on matters pertaining to the clean-up and maintenance of ditches located within MESD's districts:

iii. Assist MESD in preparing for any meetings and/or hearings with federal elected officials, local governmental entities, key executives or legislative officials and their staff for the State of Illinois, and any other state entities, mutually agreed upon by CW and MESD;

iv. Attend any meetings and/or hearings with federal elected officials, local governmental entities, key executives or legislative officials and their staff for the State of Illinois, and any other state entities, mutually agreed upon by CW and MESD:

v. CW shall maintain close liaison and frequent communication with the authorized representative designated under Section 7, including any written reports requested by MESD.

vi. CW will attend community meetings and fundraisers, when necessary or at the request of, and with MESD's representative or alone for purposes of building relationships with federal elected officials, local governmental entities, key executives or legislative

officials and their staff for the State of Illinois, and any other state entities, and financial conduits mutually agreed upon by CW and MESD.

3. CW Personnel. It is the intention of MESD and CW that James F. Clayborne, Jr. of CW perform services required of CW under the Scope of Services portion of this Agreement. James F. Clayborne, Jr. may utilize other CW personnel to assist in performing tasks supporting his responsibilities under Section 2 as needed.

4. Other Contracts and Agreements. This Agreement is not intended by MESD or CW as altering, modifying or prohibiting any other Contract or Agreement between MESD and CW for consulting services.

5. Compensation. MESD agrees to pay CW \$325.00 an hour for the services provided by CW under Section 2 of this Agreement. CW is authorized to incur costs and expenses on behalf of MESD deemed necessary by CW to perform the services under Section 2 of this Agreement. It is understood and agreed that the compensation paid to CW includes usual and ordinary costs and expenses. If CW 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 MESD and prior approval is obtained from an authorized representative designated under Section 7, MESD shall reimburse CW for all such extraordinary costs and expenses upon receipt of a detailed accounting. CW will provide MESD with a monthly invoice and an itemized list of all expenses. The terms of payment for CW's services under this Agreement is net thirty (30) days from the date of the invoice.

6. Conflicts of Interest. CW is currently aware of no potential conflicts of interest arising from it undertaking the Scope of Services in Section 2 of this Agreement. As conflicts of interest arise and are identified, CW will disclose them to MESD, and MESD and CW will work together to resolve them.

7. Authorized Representative. The authorized representative for MESD to this Agreement shall be Rick Fancher, or any other person or individual designated by Rick Fancher.

8. Compliance with Applicable Laws. MESD and CW 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.

9. Indemnification.

a. CW will assume full responsibility for and shall indemnify and hold harmless MESD and its board members, 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 CW or any breach by CW of any of the terms and provisions of this Agreement.

b. MESD will assume full responsibility for and shall indemnify and hold harmless CW and its partners, 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 MESD or any breach by MESD of any of the terms and provisions of this Agreement.

10. Confidentiality. CW agrees not to disclose to any third party or use, except in connection with Services, or as may be consented to by MESD or otherwise required by law, any confidential information obtained concerning the business and operations of MESD, as well as confidential information developed by CW in rendering services to MESD under this Agreement. Should any of this information be made available in the public domain by MESD or by third parties, CW shall be free to use publicly available information without breach of this Agreement.

11. Independent Contractor. CW is and shall act as an independent contractor rendering Services hereunder.

12. 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: James F. Clayborne, Jr.
Clayborne & Wagner LLP
525 W. Main St., Suite 105
Belleville, IL 62220
T: (618) 239-0187
F: (618) 416-7556
E: jclayborne@cswlawllp.com

MESD: Rick Fancher
1801 Madison Ave.
Granite City, IL 62040
T: (618) 452-9400
E:

13. Warranties. Each person signing this Agreement on behalf of either MESD or CW warrant and represent to the other that they are duly authorized by the party for whom they are signing to execute this Agreement. In addition, MESD acknowledges that CW is not guaranteeing to MESD that any work performed by CW under this Agreement will result in MESD maintaining or obtaining any business from the local governmental entities that CW may contact on MESD's behalf.

14. Termination. This Agreement may be terminated by either MESD or CW and deemed effective when personally delivered or deposited, postage prepaid, in the First Class U.S. Mail, properly addressed to the appropriate party at the address set forth below **and/or** via electronic mail.

15. 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 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.

Clayborne & Wagner LLP

By: 

James F. Clayborne, Jr.
Majority Owner/Partner

MESD

By: 

Rick Fancher