

May 27, 2025

George Koczwara
Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Dear Mr. Koczwara:

Thank you for engaging PubliCity Communications, LLC to provide public relations, strategic marketing, and crisis communications, counsel and collaborative execution for the Village of Orland Park. Services will be provided as described within the scope of the attached proposal.

For the services described, we propose a flat fee of \$5,000 per month as compensation for tasks as an independent contractor within the scope of services as defined. The engagement will commence on June 2, 2025, for a period of one year, unless terminated earlier as provided herein, and may be renewed upon mutual written agreement. Pre-approved out-of-pocket expenses (subscriptions, fees, travel, research costs, etc.) will be billed at cost, as incurred PubliCity Communications will track all expenses and provide receipts/documentation for approval each billing period. The Village of Orland Park agrees that it is fully responsible for the accuracy of its information that it may supply to PubliCity Communications for the purpose of fulfilling this contract. The Village of Orland Park agrees to pay all invoices pursuant to the Illinois Local Government Prompt Payment Act. All services shall be coordinated through the Village Manager or his designee, who shall serve as the Village's single point of contact.

This Agreement shall be governed by the laws of the State of Illinois. Venue for any dispute shall be exclusively in the Circuit Court of Cook County, Illinois.

We ask you or another authorized representative of the Village of Orland Park to sign this letter confirming our authorization to continue with work on your behalf. Please sign both copies of this letter, retaining the original for your files and returning a signed copy to PubliCity Communications. Thank you!

PubliCity Communications, LLC

By: Nabeha Zegar, President

I confirm that PubliCity Communications, LLC is authorized to proceed with the work outlined in, and pursuant to the terms of, the Proposal for Public Relations Support dated May 27, 2025, as incorporated into the Independent Contractor Agreement between the Village of Orland Park and PubliCity Communications, LLC..

By:
Title: Village Manager
Date:

Village of Orland Park
Proposal for Public Relations Support
May 27, 2025

PubliCity Communications is poised to partner with the Village of Orland Park to deliver expert strategic communication and crisis management solutions, along with comprehensive communications and marketing support. Recognizing that Orland Park encounters various situational challenges as well as daily occurrences necessitating effective communication strategies, our proposal aims to enhance the dissemination of information while safeguarding the community's reputation. To help the Village of Orland Park navigate these situations, PubliCity Communications will focus on ongoing public relations efforts, stakeholder engagement, crisis communication counsel, and collaborative execution strategies. Together, we will ensure that the community's voice remains clear and resilient in the face of any challenges.

PubliCity Communications will provide the Village of Orland Park with ongoing public relations, marketing and communications/crisis communications counsel and execution may include, but are not limited to, the following:

- Review of existing village communication efforts
- Public relations strategy development
- Media relations and outreach
- Crisis communications planning & implementation
- Content creation review and distribution (press releases, newsletters, social media content, etc.)
- Community engagement initiatives
- Monitoring of media coverage
- Evaluation and analytics of communication efforts provided to client
- Provide counsel and strategic advice to Village of Orland Park leadership, as necessary
- Craft information for dissemination regarding specific situations to key stakeholders in an accurate and timely manner.
- Build and maintain a positive reputation for the Village of Orland Park

PubliCity has identified the following stakeholders as target audiences for the purposes of this proposal:

- Residents
- Prospective residents
- Business owners
- Prospective business owners
- Village employees
- Community leaders/Clergy
- News media
- Government/elected officials

PubliCity Communications, shall not publish, disseminate, or release any statements, press releases, social media posts, marketing content, or other public communications related to the Village without the prior written approval of the Village Manager or his designee.

The Village shall pay PubliCity Communications, a flat monthly fee of \$5,000.00, for a total not to exceed \$60,000.00 annually.

The Village agrees to reimburse any reasonable and pre-approved out-of-pocket expenses incurred while providing the Services. Such expenses may include, but are not limited to, travel, materials, and third-party costs. PubliCity Communications must submit documentation for all expenses. Pre-approval of out-of-pocket expenses shall be done through the Village's single point of contact, as designated by the Village, for this contract. Any services rendered outside of the scope of the contract will be billed at a cost agreed upon prior to provision of services, in writing. All other out-of-pocket expenses are billed at cost. All invoices are due and will be paid pursuant to the Illinois Local Government Prompt Payment Act.

PubliCity Communications shall maintain the confidentiality of all proprietary, confidential, or non-public information obtained during the course of this engagement and shall not disclose such information without the Village's prior written consent.

Either party may terminate this Contract at any time with 30 days' written notice to the other party. If the Client terminates the agreement before the end of a billing cycle, the Client is responsible for payment of Services rendered up to the termination date. In addition to the right to terminate upon 30 days' notice, the Village may terminate this Agreement immediately for cause in the event of material breach, fraud, misconduct, or failure to perform.

PubliCity Communications is retained as an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, joint venture, or partnership.

PubliCity Communications shall have no authority to bind the Village or represent itself as an agent of the Village.

All documents, materials, reports, media content, and other deliverables prepared by PubliCity Communications in connection with this Agreement shall be and remain the exclusive property of the Village of Orland Park. PubliCity Communications shall not use such materials for any other client or for marketing purposes without prior written consent.

PubliCity Communications agrees not to discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, disability, or any other category protected by federal or state law.

PubliCity Communications shall indemnify, defend, and hold harmless the Village, its officers, officials, agents, and employees from any and all claims, damages, liabilities, or costs arising out of or resulting from PubliCity Communications' performance under this Agreement.

PubliCity Communications shall maintain insurance coverage in commercially reasonable amounts and shall provide certificates of insurance upon request.

PubliCity Communications shall comply with all applicable federal, state, and local laws, including the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

PubliCity Communications shall maintain records related to services performed under this Agreement for a period of five (5) years. The Village shall have the right to inspect and audit such records upon reasonable notice.

This Agreement shall be governed by the laws of the State of Illinois. Any legal action shall be brought exclusively in the Circuit Court of Cook County, Illinois.

PubliCity Communications shall not assign this Agreement or subcontract any portion of the services without the prior written consent of the Village. Any such assignment or subcontract made without consent shall be null and void.

The services of PubliCity Communications shall be primarily performed by Nabeha Zegar or such other personnel as approved by the Village in writing. PubliCity Communications shall not reassign key personnel without the Village's prior written consent.

This Proposal for Public Relations Support dated May 27, 2025, is intended to serve as **Exhibit A** to the Professional Services Agreement between the Village of Orland Park and PubliCity Communications, LLC, and is incorporated therein by reference.