

CONSULTANT AGREEMENT

This is an agreement effective as of January 5th, 2024, and terminating on June 30, 2024, between Homeowners for a Stronger New York, Inc. (hereinafter "CLIENT") and MirRam Group, LLC (hereinafter "CONSULTANT"), which hereby enter into a contract wherein CONSULTANT shall provide services in community outreach and grassroots lobbying, subject to the following:

1. SCOPE OF WORK BY CONSULTANT:

- a. CONSULTANT will execute a targeted grassroots/grassroots information campaign to identify, engage, and activate owners of co-op and condo units in buildings that will be affected by Local Law 97 in direct advocacy including holding neighborhood town hall events, collecting support cards, phone calls, and emails to their state legislators during this program's run and a database of activated contacts for future use.
- b. CONSULTANT will provide one full-time organizer, to be approved by CLIENT, who will conduct direct outreach to condo and co-op boards beginning January 1, 2024, at a cost of \$9,000.00/month.
- c. CONSULTANT will provide strategic advice, management, program administration and video production as described in proposal for a monthly retainer in the amount of \$10,000.00.
- d. CONSULTANT will set up, build and maintain a CRM database using Air Table software at a cost of \$150.00 per month.
- e. CONSULTANT will provide additional staff capacity for the organizing team on an hourly basis at a cost of \$35/hour with advance approval of CLIENT to be invoiced separately.

2. COMPENSATION:

- a. Effective January 5, 2024, through June 30, 2024, the CLIENT shall pay the CONSULTANT fees as per the payment schedule below:
 - (i) January 15, 2024, payment due of \$19,150.00
 - (ii) February 15, 2024, payment due of \$19,150.00
 - (iii) March 15, 2024, payment due of \$19,150.00
 - (iv) April 15, 2024, payment due of \$19,150.00
 - (v) May 15, 2024, payment due of \$19,150.00
 - (vi) June 15, 2024, payment due of \$19,150.00

- b. The CONSULTANT shall provide itemized invoices detailing the services rendered and the amount due. The first payment will be due upon execution of this contract.
 - c. The CLIENT agrees to reimburse the CONSULTANT on a regular basis for all out-of-pocket expenses and other expenses relating to the scope of work set forth above. Any expenses exceeding \$500.00 must receive prior written approval by CLIENT.
3. The CONSULTANT shall perform the services under this agreement as an independent contractor and shall not be treated as an employee of the CLIENT for federal, state, or local tax purposes, or for any other purposes.
4. The CONSULTANT may discontinue services if the CLIENT fails to make payment when due.
5. Either party may terminate this agreement with or without cause upon (i) ten (10) days written notice to the other party, and (ii) complete satisfaction of any and all payment of services and/or invoices due to CONSULTANT as of such termination.
6. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and to be performed herein, without giving effect to the principles thereof relating to the conflicts of laws.
7. CLIENT and CONSULTANT hereby mutually indemnify each other and its affiliates, together with their officers, employees, agents and representatives, from and against claims, losses, damages, liabilities or expenses (including but not limited to settlement costs and reasonable legal, accounting, staff and other expenses for investigating or defending claims, actions or threatened actions) arising out of or relating to the acts or omissions of the other party or its officers, employees, agents or representatives.
8. CONSULTANT will register as lobbyist and file a lobbying registration for the scope of work herein as required under New York State rules and regulations. CONSULTANT will file required periodic reports with the New York State Commission on Ethics and Lobbying in Government, as required under New York State law.
9. CLIENT will be required to file periodic semi-annual reports with the New York State Commission on Ethics and Lobbying in Government, as required by the New York State Lobbying Act.
10. CONSULTANT will not use or disclose to any competitor, or other third party, information, or data that CLIENT or any of its affiliates, maintain as confidential ("Confidential Information") and to which CONSULTANT is given access, without prior authorization from CLIENT.

11. This Agreement is the entire agreement between the parties and may not be modified or amended except in writing executed by both parties.

Please indicate your acceptance and approval of the terms contained herein by signing below and returning one original to MirRam Group, LLC.



12/18/23

Eduardo Castell
Managing Partner
MirRam Group, LLC
5030 Broadway, Suite 801
New York, NY 10034

Date



Geoffrey Mazel, President
Homeowners for a Stronger New York, Inc.
60 Cutter Mill Road, Suite 505
Great Neck, NY 11021-3104



Date