

Professional Lobbying Services Agreement

THIS AGREEMENT is entered into this Month of December day of December 31st, 2025

by MAINE TOWNSHIP HIGHWAY DEPARTMENT of Cook County, Illinois, an Illinois unit of local government, acting through its Authorized Representatives (hereinafter referred to as “MTHD” “or a party” and M3 MARKETING, LLC, a limited liability company organized pursuant to Illinois law, of which Martin McAlpin is a duly authorized Manager (hereinafter referred to as “M3”), hereinafter sometimes referred to as “Party” and both together sometimes referred to as “Parties”.

WITNESSETH

WHEREAS, the Party desires to enter into this Agreement to formalize the terms of M3’s intention to provide lobbying services to the MTHD; and

WHEREAS, MTHD’s Authorized Representative for purposes of communicating with and directing M3 is ED Beauvais, Highway Commissioner and

WHEREAS, M3’s Authorized Representative for purposes of communicating with MTHD, and rendering all of the services which are the subject of this Agreement, is MARTIN McALPIN, herein also referred to as “Manager.”

Now, therefore, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be bound do hereby agree:

- A. *Ratification and Approval.* The Parties ratify and approve the recitations above and shall cooperate in the prompt and ongoing implementation of this Agreement.
- B. *Term.* This Agreement shall become effective on December 31st, 2025 and shall expire on May 31st, 2026. Either party may terminate this Agreement, with or without cause, upon fourteen (14) days written notice to the other party. In the event MTHD terminates this Agreement, the MTHD will only be liable for payment on a pro-rata basis for services rendered by M3 up to the date of termination, and (b) reimbursement of actual authorized expenses incurred; and (c) any services rendered by M3 and/or costs incurred by M3 after date of termination that MTHD requests or requires in order to facilitate post-termination wrap-up.
- C. *Payment for Services and Costs.* MTHD has approved a contract for services in the amount of two (2) installments of Two thousand dollars even (\$2,000.00). Payment shall be made on or before the 1st day of each month. MTHD will own the copyright to all written or design work prepared by M3 for MTHD. In addition to the payments for services, the Parties recognize that M3 will incur certain costs for out-of-pocket expenses and payments to third parties. Schedule A attached to this Agreement outlines the initially anticipated costs, including approximate amounts, which MTHD agrees to

reimburse pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1, et seq), except for such invoices that MTHD shall pay directly to the invoicing vendor. The Parties shall confirm in writing such payment arrangements to avoid duplication of payments. If M3 subsequently anticipates incurring other costs, to the extent each such cost is less than Fifty dollars even (\$50.00), then M3 is authorized to incur such reimbursable expense and MTHD shall reimburse M3 in accordance with the Local Government Prompt Payment Act. M3 shall not incur any expense in excess of fifty dollars (\$50.00) without prior written approval from the MTHD.

- D. *Meetings, Events and Communication.* MTHD shall make a good faith effort to be available to M3 to discuss all current communications. M3 estimates approximately Three (3) hours per month of general consultation with MTHD. M3 Manager shall make a good faith effort to attend in-person every regular Board meeting. Staff, Board members or other elected officials of the MTHD may request that M3 Managers attend township events. The M3 Managers shall make a good faith effort to attend such events when attendance is requested.
- E. *Strategic Government Affairs.* M3 shall serve as MTHD's registered contract lobbyist, handling state and local matters of government relations and communications on behalf of MTHD and
- (a) Monitoring state legislation and engaging policymakers in support or opposition to bills pertaining to MTHD's mission; and
 - (b) Partnering with Township advocacy associations to achieve legislative and regulatory success on behalf of MTHD; and
 - (c) identifying and lobbying critical decision-makers that retain a level of control (equity, political or otherwise). will arrange and attend meetings with such decision-makers and MTHD's representatives to provide introductions, information regarding MTHD and its business project or request; and
 - (d) identifying and lobbying for strategic procurement and capital opportunities in Springfield related to the Highway Department's mission.
- F. *Commitment to Inclusion.* The Parties shall make a good faith effort to reach all township residents regardless of age, race, color, religion, gender, gender identity or expression, sexual orientation, disability, national origin, citizenship or immigration status.
- G. *Acknowledgement.* The Parties have read and understand the contents of this Agreement. MTHD has been advised to, and has had the opportunity, to consult with counsel of its own choosing to review the Agreement and participate in the negotiation of the Agreement.
- H. *Cooperation.* Each Party will execute necessary subsequent documents reasonably requested by another Party to implement the purposes of this Agreement.
- I. *Indemnification.* M3 agrees to defend, indemnify, and hold harmless the Maine Township Highway Department, and its officers, officials, employees, volunteers and agents from and against any and all claims, damages, losses

and expenses (including but not limited to attorneys' fees and court costs), arising out of or related to the acts or omissions of M3 in its performance of any services under this Agreement.

J. *Waiver and Severability; Successors; Notices; Governing Law; Entire Agreement; Other Standard Provisions:*

1. Waiver and Severability. The waiver by a Party of any term or condition of this agreement or any breach shall not constitute a waiver of any other term or condition of this agreement. If any term or provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement or the application of a term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

2. Successors. This agreement is binding on the Parties hereto, their heirs, administrators, executors, successors, and assigns.

3. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if delivered in person or sent by registered or certified mail, return receipt requested, with sufficient postage prepaid thereon, to the Party's business address, with copies to respective counsel. The Parties may serve notice by electronic means, provided that the other Party has affirmatively acknowledged receipt.

4. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

5. Entire Agreement. This writing contains the entire understanding of the Parties with regard to the subject matter, and no other prior or contemporaneous agreement, statement, promise or conduct (whether oral or written) by any Party hereto shall have any legal force or effect or be used in any way to vary, explain, modify, abrogate or supplement any of the terms of this Agreement. No other oral or written representations are, or are intended to be, a part of this Agreement. All negotiations related to the subject matter of this Agreement are hereby superseded. The Parties further agree that none of them have relied upon any prior oral or written statement, or conduct, by another in any way in determining whether to enter into this Agreement. Any amendments to this Agreement must be in writing and signed by the Party against whom enforcement thereof may be sought. Captions and paragraph headings are for reference and convenience only, and shall not in any way limit or amplify the terms and provisions of the Agreement or affect its interpretation. References to gender or quantity shall be read in the generic sense and in the context of actual situation to apply as appropriate.

6. Authority. The Parties represent and warrant that the signatories to this Agreement have the requisite authority to bind the Parties hereto, and that this Agreement has been approved pursuant to duly authorized proceedings and, therefore, is binding and legally effective.

7. Governing law; Dispute Resolution. This Agreement and all disputes arising under or related thereto shall be construed, governed and applied in accordance with the laws of the State of Illinois. In the event of a disagreement between the Parties, or upon the determination by one Party of an apparent default by another, the Parties shall use their best efforts to work out a private and prompt resolution. Any formal dispute between or among the Parties shall be brought in the Circuit Courts of Cook County, Illinois. No Party may initiate a court proceeding, prior to good faith efforts to resolve disputes privately between or among them, or subsequently through the services of a mediator whose fees and expenses shall be equally divided between or among the Parties unless they agree otherwise. The Parties to the dispute may jointly designate a professional advisor to serve as mediator.

8. Counterparts. The Parties may each execute this Memorandum separately as counterpart originals, and each such counterpart and all together shall be deemed One (1) agreement.

9. Electronic Signatures. *Digital or electronic signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement, and delivery thereof by one of the following methods shall be deemed delivery of this Agreement containing original signature(s): An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a signed copy of this Agreement may be by an established electronic method, such as creating a PDF (“Portable Document Format”) document and sending same by email.*

I, MARTIN McALPIN, on behalf of M3 Marketing, LLC, have carefully read this Agreement, consulted with legal counsel of our own choosing, agree with the terms of this Agreement and consent to implementation of the process recited herein.

M3 MARKETING, LLC, an Illinois limited liability company

Martin McAlpin

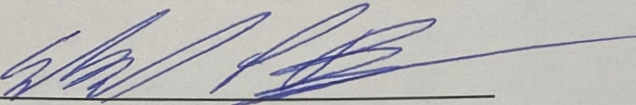
By: MARTIN McALPIN, its Manager

12/31/26

Dated

I, Ed Beauvais, on behalf of Maine Township Highway Department, have carefully read this Agreement, consulted with legal counsel of the MTHD'S choosing, agree with the terms of this Agreement and accept responsibility to implementation of the process recited herein.

MAINE TOWNSHIP, COOK COUNTY, ILLINOIS


By: ED BEAUVAIS Highway Commissioner

12/31/25
Dated

SCHEDULE A

No additional costs anticipated.