

EXHIBIT A

DRAFT PROFESSIONAL SERVICES AGREEMENT FOR LEGISLATIVE ADVOCACY AND CONSULTING SERVICES

This Legislative Advocacy and Consulting Professional Services Agreement (“**Agreement**”) is made and entered into as of the ___ day of _____, 2026 (“**Effective Date**”) by and between Maine Township, a body politic and corporate of the State of Illinois with its offices located at 1700 Ballard Road, Park Ridge, Illinois 60068 (the “Township”), and _____ (“**Consultant**”), an [INSERT STATE] corporation with its principal place of business located at _____. (For convenience, the Township and Consultant may be referred to individually as “**Party**” and collectively as “**Parties.**”)

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Township and Consultant agree as follows:

1 Services

Scope of Services. The Township is engaging the Consultant to provide legislative advocacy and consulting services (“Services”) specified in the Consultant’s Proposal set forth in **Exhibit A**, which is attached hereto and made a part hereof, pursuant to the terms and conditions of this Agreement. The Consultant represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Township.

2 Compensation

2.1 Pricing. In consideration for the Consultant’s performance of the Services, the Township will pay Consultant pursuant to the price schedule set forth in **Exhibit B**, which is attached hereto and made a part hereof.

2.2 Invoicing. Consultant shall submit invoices to the Township for all Services monthly. The amount billed in any such invoice shall be based on the pricing set forth in **Exhibit B**. The Township shall pay to the Consultant the amount billed pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

2.3 Records. The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the Township to inspect and audit all data and records of the Consultant for Services performed under the Agreement. The records shall be made available to the Township at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

2.4 Additional Services. The Consultant shall not perform or charge the Township for any services outside the scope of this Agreement without the express written authorization of the Township. The Township, in its sole discretion, will determine what services fall outside the

scope of this Agreement.

3 **Non Competition and Non Solicitation**

Unless otherwise agreed to between the Parties, each shall not solicit the employment of the other's employees, whether directly or indirectly, as an employee, contractor or consultant, during the period of the Agreement and for a period of one year after its expiration.

4 **Confidentiality:**

4.1 **Definitions.** The term "Confidential Information" shall mean information in the possession or under the control of the Township relating to the technical, business or corporate affairs of the Township. Township Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the Township prior to the time of disclosure of said information to the Consultant under this Agreement ("Time of Disclosure"); (ii) becomes publicly known through no fault of Consultant; (iii) to have been in the public domain prior to the Time of Disclosure; (iv) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Township; or (v) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Township to maintain such information in confidence.

4.2 **No Disclosure of Confidential Information by Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Township under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the Township. The Consultant shall use reasonable measures, at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Any such agreement shall also name the Township as a third party beneficiary.

5 **Term**

5.1 **Term.** The term of this Agreement shall be for a period of one (1) year from the Effective Date. The Parties may elect to renew the Agreement for two (2) additional 1-year terms, upon terms and conditions agreed to by the Parties in writing.

5.2 **Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Township that this Agreement has been fully executed by the Parties. The Consultant shall diligently and continuously perform the Services until the completion of the Services, or until the Agreement is terminated pursuant to the provisions of this Agreement.

6 **Termination**

6.1 **Termination for Convenience.** Notwithstanding any other provision in this Agreement, the Township may terminate the Agreement, or any renewals thereof, for any reason, upon providing the Consultant at least thirty (30) days prior written notice, unless the Agreement is sooner

terminated by the Township because of the Consultant's material breach of the Agreement. In the event this Agreement is terminated by the Township for convenience, the Consultant will only be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date. The Consultant may terminate the Agreement, but only upon providing at least thirty (30) days prior written notice to the Township. If the Consultant terminates the Agreement for any reason, the Consultant will assist the Township with transferring or otherwise migrating Township materials created or arising under this Agreement to the Township's new consultant, without charge.

6.2 Termination for Material Breach. Either Party may terminate this Agreement for cause upon written notice to the other following a material breach of a material provision of this Agreement by such other Party if the breaching Party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching Party. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination.

6.3 Default. If the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within fifteen (15) calendar days after the Consultant's receipt of written notice of such Event of Default from the Township, then the Township shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. Cure by Consultant. The Township may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

B. Termination of Agreement by Township. The Township may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

C. Withholding of Payment by Township. The Township may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including reasonable attorneys' fees and administrative expenses, incurred by the Township as the result of any Event of Default by the Consultant or as a result of actions taken by the Township in response to any Event of Default by the Consultant.

7 **Insurance**

7.1 Consultant shall, at its sole cost and expense, at all times during the term of this Agreement maintain insurance of the following character:

1. General comprehensive public liability insurance (inclusive of umbrella coverage) against claims for bodily injury, death, or property damage with such insurance to afford protection of not less than \$5,000,000 with respect to bodily injury or death to all persons in any one accident, and not less than the replacement value with respect to property damage in any one occurrence, subject to inflationary increases as required by Township

at Township' reasonable discretion in view of what is customary in the local market, or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

2. Commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident subject to inflationary increases as required by Township or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

3. Workers compensation and employers liability insurance not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease subject to inflationary increases as required by Township or such other amounts in excess of the amounts set forth above as Township shall reasonably request.

7.2 Such insurance shall be written by companies of recognized financial standing which are "A-" rated or better by a national rating agency and are legally qualified to issue such insurance in the State of Illinois, and Consultant shall provide Township with certificates of insurance, naming as the insured parties thereunder, Township, or its assigns, and Consultant, as their interests may appear. Such insurance may be obtained by Consultant by endorsement on its blanket insurance policies, provided that (a) such blanket policies satisfy the requirements specified herein and (b) Township shall be furnished with the certificate of the insurer to the effect that (c) the amount of insurance is not less than the amount required by this Section. Township shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Consultant may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Consultant may bring any such prosecution or contest in the name of Township, Consultant, or both, and Township shall cooperate with Consultant and will join therein at Consultant's written request upon receipt by Township of an indemnity from Consultant against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 10 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Township shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Township. Any insurance or self-insurance maintained by Township shall be excess of Consultant's insurance and shall not contribute with it.

If Township have not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Consultant waives all rights against Township and their officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to

Consultant's performance under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Township for all activities of the Consultant, its employees, agents and subcontractors.

7.3 Consultant shall deliver to Township promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to Township evidencing all the insurance which is then required to be maintained by Consultant hereunder, and Consultant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance. Should Consultant fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefor, or to deliver to Township any of such policies or certificates, Township, at their option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be reduced from the amount owed for services by Township under this Agreement. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Township.

8 **Indemnification**

The Consultant shall, without regard to the availability or unavailability of any insurance, either of the Township or the Consultant, indemnify, save harmless, and defend the Township, and its officials, employees, agents, and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, the Consultant's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Consultant, except to the extent caused by the sole negligence of the Township.

9 **Warranty**

The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized information technology Consultant or firms in performing services of a similar nature in existence at the time of performing the Services. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Township.

10 **General**

10.1 **Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Township and Consultant; or (ii) to create any relationship between the Township and any subcontractor of the Consultant.

10.2 **Third-Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the

Township.

10.3 **Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is executed in writing by both Parties.

10.4 **Assignment.** This Agreement may not be assigned by the Consultant without the prior written consent of the Township, which the Township may elect to withhold in its sole discretion.

10.5 **Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

10.6 **No Additional Obligation.** The Parties acknowledge and agree that the Township is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

10.7 **Mutual Cooperation.** The Township agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such confidential and non-confidential information that the Township may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Township in the performance of the Services to complete the Work and with any other Consultants engaged by the Township.

10.8 **Governing Law and Venue.** This Agreement shall be governed and interpreted according to the laws of the State of Illinois. Any action arising under this Agreement must be brought exclusively in the Circuit Court of Cook County.

10.9 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Township and the Consultant with respect to the subject matter of this Agreement.

10.10 **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

10.11 **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated, to the fullest extent permitted by law.

10.12 **Compliance with Laws.** Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the

Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

10.13 Intellectual Property. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames, and images ("Township Materials") provided by the Township to the Consultant for use in performing the Services created by Consultant are the sole and exclusive property of the Township. The Consultant acknowledges that this Agreement is not a license to use Township Materials except as needed to perform the Services hereunder. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of the Township, the Consultant shall obtain a license for the Township to use the Third-Party Materials as part of the Services for the specified purpose.

10.14 Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, records, opinions, communications, digital files, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Township. At the Township's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Township, in original format or a suitable electronic format acceptable to the Township.

10.15 Time. Time is of the essence in the performance of this Agreement.

10.16 Conflict Between Agreement and Exhibits. In the event of a conflict between the Agreement and either Exhibit A and/or Exhibit B of this Agreement, the text of this Agreement shall control.

10.17 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

10.18 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.19 Freedom of Information Act. Consultant may possess certain public records that may be subject to disclosure, in whole or in part, pursuant to records requests submitted pursuant to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* ("FOIA"). Consultant agrees to timely cooperate with the Township and by produce records responsive to a FOIA request within Consultant's possession or custody to the Township, so the Township may comply with FOIA request within the time limits specified in FOIA. If additional time is necessary to compile records in response to a request, then Consultant shall promptly so notify the Township and if possible, the Township shall request an extension so as to comply with FOIA. In the event the Township is found to have not complied with FOIA due to Consultant's failure to produce documents or otherwise appropriately respond to a request under FOIA, then Consultant shall indemnify and hold the Township harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

10.20 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 512-105(A)(4).

10.21 Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no Township employee or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

10.22 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Township prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Township for all loss or damage that the Township may suffer, and this Agreement shall, at the Township's option, be null and void.

10.23 Notice. All notices required herein shall be in writing. For the purpose of this section, notice shall be deemed to have been given on the date when it is placed in the U.S. Mail, or by personal delivery, or by email transmission with verification of receipt.

Notices and communications to the Township shall be addressed to, and delivered at, the following address:

Maine Township
Attention: Victoria Rizzo, Township Administrator
1700 Ballard Road
Park Ridge, Illinois 60068
Email: vrizzo@mainetown.com

With a copy to:

Ancel Glink
Attn: Kurt Asprooth
140 S. Dearborn Street, 6th Floor
Chicago, Illinois 60603

Email: kasprooth@ancelglink.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Consultant Company Name

Attn: Contact Person

Address

City, State, Zip:

Email:

With a copy to:

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

[INSERT CONSULTANT NAME]

MAINE TOWNSHIP

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES & CONSULTANT'S PROPOSAL

EXHIBIT B
PRICING