

PUBLIC RELATIONS AND MARKETING AGREEMENT

THIS AGREEMENT is entered into this 24 day of November, 2022, by MAINE TOWNSHIP of Cook County, Illinois, an Illinois unit of local government, acting through its Authorized Representatives (hereinafter referred to as "TOWNSHIP"), and M3 MARKETING, LLC, a limited liability company organized pursuant to Illinois law, whose principals are ROBERT FLINN and MARTIN McALPIN (hereinafter referred to as "M3"), hereinafter sometimes referred to as "Party" or collectively as "Parties".

WITNESSETH

WHEREAS, the Parties desire to enter into this Agreement to formalize the terms of M3's intention to provide public relation and marketing services to the TOWNSHIP; and

WHEREAS, TOWNSHIP's Authorized Representatives for purposes of communicating with and directing M3 are DAYNA BERMAN, Township Administrator and KAREN DIMOND, Township Supervisor; and

WHEREAS, M3's Authorized Representatives for purposes of communicating with TOWNSHIP, and rendering most of the services which are the subject of this Agreement, are ROBERT FLINN and MARTIN McALPIN, herein also referred to as "Managers".

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 1, 2022 and shall expire on November 30, 2023. Either party may terminate this Agreement, with or without cause, upon fourteen (14) days written notice to the other party. In the event the Township terminates this Agreement, the Township 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 Township requests or requires in order to facilitate post-termination wrap-up.
- C. *Payment for Services and Costs.* TOWNSHIP has approved an annual contract for services in the amount of Thirty four thousand two hundred dollars even (\$34,200.00), which TOWNSHIP shall pay to M3 in Twelve (12) monthly installments of Two thousand eight hundred fifty dollars even (\$2,850.00) per month on or before the 1st day of each month. TOWNSHIP will own the copyright to any and all written or design work prepared by M3 for TOWNSHIP. 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 TOWNSHIP agrees to

reimburse pursuant to the Local Government Prompt Payment Act (50 ILCS 505/1, et seq), except for such invoices that TOWNSHIP 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 TOWNSHIP 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 Township.

- D. *Meetings, Events and Communication.* TOWNSHIP staff shall make a good faith effort to be available to M3 to discuss all current communications. M3 estimates approximately Five (5) hours per month of general consultation with TOWNSHIP staff and Board members. M3 Managers shall make a good faith effort to attend in-person every regular Board meeting. A minimum of One (1) M3 Manager shall attend such meetings. Staff, Board members or other elected officials of the TOWNSHIP 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. TOWNSHIP shall pay vendors directly for all translation and email contact management, such as Constant Contact and Mailchimp.
- E. *Social Media.* M3 shall post a minimum of Eight (8) social media posts per month. If the post across platforms is substantially similar, then it will count as One (1) post. M3 shall consult with TOWNSHIP regarding which platform(s) to use for each post and TOWNSHIP will make good faith efforts to respond promptly to inquiries from M3 regarding which platform to use and the content for each post.
- F. *Press Releases.* M3 shall prepare a minimum of Three (3) press releases per month, unless TOWNSHIP determines fewer is necessary. M3 shall at the TOWNSHIP's request prepare additional press releases at the rate of Seventy five dollars even (\$75.00) per hour, subject to M3 availability. TOWNSHIP retains the right and responsibility to review draft press releases and shall make a good faith effort to promptly review such releases.
- G. *Blog.* M3 shall publish a minimum of Two (2) blog posts per month at an estimated Three hundred fifty (350) words per post. M3 shall at the TOWNSHIP's request prepare additional blog posts at the rate of Seventy five dollars even (\$75.00) per hour, subject to M3 availability.
- H. *E-newsletter.* M3 shall prepare and send One (1) e-newsletter per month. M3 shall at the TOWNSHIP's request prepare additional e-newsletters at the rate of Seventy five dollars even (\$75.00) per hour, subject to M3 availability.
- I. *Professional Videos.* M3 shall produce a minimum of Three (3) professional "story telling" videos, including videography, script writing, storyboarding, planning and

editing. The estimated length of each video is Five (5) minutes or less, depending on the topic. TOWNSHIP may purchase additional videos on a fee for service basis which shall be agreed upon between the Parties at the time of such request.

- J. *Photography.* M3 shall photograph events and Board meetings by cell phone camera or digital camera, depending on the intended final use of the photograph(s). M3 shall determine whether cell phone camera or digital camera is appropriate for each occurrence.
- K. *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.
- L. *Acknowledgement.* The Parties have read and understand the contents of this Agreement. TOWNSHIP 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 drafting and negotiation of the Agreement. Both Parties have participated in the drafting and negotiation of the Agreement. Therefore, the contents shall be afforded their customary meaning, disregarding the rule of legal construction that any ambiguity is to be strictly construed in favor of or against either Party.
- M. *Cooperation.* Each Party will execute necessary subsequent documents reasonably requested by another Party to implement the purposes of this Agreement.
- N. *Indemnification.* M3 agrees to defend, indemnify, and hold harmless the Township, 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.
- O. *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.

We, ROBERT FLINN and 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



By: ROBERT FLINN, its Manager



By: MARTIN McALPIN, its Manager

12-2-22

Dated

11/22/22

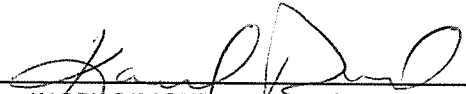
Dated

Maine Township Agreement

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I, KAREN DIMOND, on behalf of Maine Township, have carefully read this Agreement, consulted with legal counsel of the TOWNSHIP'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: KAREN DIMOND, its Township Supervisor

11.22.22
Dated

SCHEDULE A

No additional costs anticipated.