

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (“Agreement”) is made and entered into on June 19, 2020 by and between Hillard Heintze LLC, a Jensen Hughes Company and an Illinois Limited Liability Company, with its principal place of business at 30 South Wacker Drive, Suite 1400, Chicago, Illinois 60606 (“Company”), and The City of Urbana, with its principal address at 400 South Vine Street Urbana, Illinois 61801 (“Client”) (individually, a “Party” and collectively, the “Parties”).

1. DESCRIPTION OF SERVICES

Company agrees to provide professional consulting and advisory services (“Services”), as more fully set forth in the Addendum attached hereto. Subsequent Addenda may be entered into for future Services and will remain subject to the terms and conditions of this Agreement. Written authorization to proceed with the Services by Client shall constitute Client’s acceptance to the terms of this Agreement.

2. ADDITIONAL SERVICES

Additional Services of Company, not specifically included as part of the Services defined in the attached Addendum shall be mutually agreed upon in writing by Client and Company prior to commencement of such Additional Services. Company shall be entitled to an increase in compensation or time or both for performance of the additional services as agreed upon by the Parties. Company shall not be required to perform any Services related to a change unless the parties have agreed on the amount of or the basis for calculating the time and compensation associated with such change.

3. FEES, EXPENSES, AND PAYMENT

3.1 In consideration for the Services provided to Client by Company, Client agrees to pay to Company the fee and/or hourly rates set forth in any Addenda and on the terms and conditions stated herein.

3.2 For services that are defined as Additional Services in Section 2 or represent an expansion in scope beyond the initial services contracted for under any applicable Addenda, Client will engage Company at the agreed rate of \$195 per hour. Engagement in Additional Services or an expansion in scope will be proceeded by written authorization to proceed in response to defined scope for the expansion, in writing. Written authorization through email will suffice for compliance with this section.

3.3 Company will invoice Client the following month for Services and expenses incurred for the prior month, or as otherwise mutually agreed in each Addendum. Billing will occur on a monthly basis. If the Client objects to any portion of an invoice, the Client shall so notify the Company in writing within fifteen (15) calendar days of receipt of the invoice. Failure to notify Company within the specified period will constitute a waiver of any claim with respect to the content or accuracy of the invoice, as well as constitute acceptance of the Services provided. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion

of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that is not resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved thereafter in accordance with the Dispute Resolution provision of this Agreement.

3.4 Expenses will be billed as incurred and invoiced by the Company. Client shall reimburse Company for all reasonable, documented out-of-pocket expenses separate from the above that may include, but shall not be limited to, the following:

- Travel expenses, including airfares, hotel accommodations, meals, rental cars and/or car services.
- Postage and courier services.
- Printing, graphic support, binding, assembly and duplication.
- Any other expenses resulting from the work performed under this Agreement.

3.5 Client agrees to remit payment in full to Company within thirty (30) days from the date of receipt of each monthly invoice, or as otherwise may be mutually agreed by the parties. All amounts past due shall accrue interest at 1.5% per month until paid in full and Company reserves the right to pursue all available remedies. Client shall be liable to Company for all costs and expenses, including without limitation, court costs, collection costs and reasonable attorneys' fees, incurred by Company in enforcing the payment of any past due amounts owed by Client.

3.6 Client agrees that if, during or after the termination of this Agreement, any person or entity requests or subpoenas any materials/documentation related to work performed under this Agreement, Client shall pay Company its standard hourly rate of \$195 for work related to Company's response to such request.

4. TERM OF AGREEMENT

The term of this Agreement shall begin effective as the above date and terminate in accordance with Section 5, below. Specific scopes of Services and the term for same shall be defined within the respective Addenda, or as otherwise agreed to between the parties in writing.

5. TERMINATING THE AGREEMENT

This Agreement may be terminated by either party upon not less than fifteen (15) days' prior written notice in the event of a material breach hereof, provided that the party failing to perform has not cured (or if mutually agreed, attempted to cure) the breach. Company may, upon fifteen (15) days' prior written notice, terminate this Agreement for its convenience and without cause. In any event, Client shall remit payment for Services rendered and expenses incurred up to and including the date of termination.

6. INDEPENDENT CONTRACTOR

Client is engaging Company as an independent contractor, and not as an agent, employee, director or partner of Client. The parties agree that this Agreement does not establish a joint venture, employment or agency relationship and neither party shall have the right, power or authority to obligate or bind the other to any third party. Nothing contained in this Agreement or any action by Company shall be construed to impose a fiduciary duty on Company or create a fiduciary relationship between Company and Client or between Company and any third party.

7. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS

Company and Client, mutually, the "Parties," agree that neither will use nor reproduce in any form any confidential information or divulge all or any part of the confidential information concerning the business practices, means or methods, resources, products or other services, officers and associates and their spouses and dependents ("Confidential Information") of the Parties to any third party, either during or after the term of this Agreement. The Parties agree (1) to keep the Confidential Information strictly confidential and shall not disclose it to any other person except to (a) its employees, and (b) its subcontractors and agents who need to know the content of such information in order to perform services solely and exclusively for the Client, and (2) to maintain the confidentiality of the proprietary materials and derivative proprietary materials related to the Confidential Information both during and after the term of this Agreement and to instruct and obligate its employees and agents to do the same. Upon the request of the disclosing party, the receiving party will destroy, or upon request return, all whole and partial copies and derivatives of any and all Confidential Information. These confidentiality obligations will not restrict any disclosure required by law, provided that the Party gives prompt notice to the other Party of any such request and reasonably cooperates with the other Party at its request and expense, to resist such request or to obtain a protective order.

8. NON-SOLICITATION OF EMPLOYEES AND OTHERS

Company and Client mutually agree that during the period of this Agreement and for a period of twelve (12) months after this Agreement expires or is terminated as permitted herein, neither party shall, encourage any person to leave the employment of or to not provide services to the other or otherwise interfere with any employment or business relationship of the other without the party's prior written consent.

9. INDEMNIFICATION

9.1 Company agrees to indemnify and hold Client harmless from and against all claims, liabilities, suits, demands, losses, costs and expenses (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligent acts, errors or omissions or willful misconduct of Company. This obligation shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of

Client or Client's other agents, other servants, or other independent contractors, including subcontractors or others who are contractually liable to Client.

9.2 Each party to this Agreement (the "Indemnifying Party") shall at all times (including subsequent to the expiration or cancellation of this Agreement) indemnify, defend, and forever keep and hold harmless the other party (the "Indemnified Party") and, in the case of Client, its elected and appointed officers, employees, agents, representatives, successors, and assigns, and in the case of Company, its managers, officers, members, employees, agents, representatives, successors, and assigns, from and against, without limitation and regardless of the forum in which asserted, any and all claims, actions, suits, causes of action, rights, remedies, liabilities, penalties, judgments, decrees, orders, costs and expenses (including but necessarily limited to attorneys' fees) of every type, nature and description, whether in law or in equity, which are or may in any manner be asserted against the Indemnified Party in connected with this Agreement or any other conduct which is or are directly or proximately caused by the negligent, grossly negligent, willful, wanton, or intentionally wrongful acts or omissions by the Indemnifying Party. The Indemnifying Party's duty to defend, indemnify and forever keep and hold harmless the Indemnified Party extends to all losses regardless of description which are directly or proximately caused by the negligent, grossly negligent, willful, wanton, or intentional wrongful act or omission by the Indemnified Party. Notwithstanding the immediate foregoing, the Parties shall not be liable for losses or damages exceeding three times the value of the fees paid, and neither the Company nor the Client will be liable to the other for loss of profits or revenue, loss of use or other opportunity, loss of goodwill or other consequential, incidental, indirect, exemplary, or punitive damages.

9.3 Neither party shall have an upfront duty to defend the other in connection with the indemnification obligations above.

10. PERFORMANCE; FORCE MAJEURE

Company shall endeavor to meet all reasonably imposed deadlines for performance of the Services. Client shall inform Company of all pertinent deadlines in order to allow Company to effectively and efficiently perform the Services. Client is aware that many factors outside the Company's control may affect Company's ability to complete the Services. Client agrees that Company is not responsible for damages arising directly or indirectly from any delays or other causes beyond Company's control. For purposes of this Agreement, such causes include, but are not limited to: unavoidable casualties; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; delay or other failure of performance by Client or Client's contractors or consultants. The time schedule and Company's compensation shall be equitably adjusted to compensate for any of these causes.

11. LIMITATION OF LIABILITY AND INJUNCTIVE RELIEF

11.1 No terms of this Agreement shall benefit or create any contractual relationship, right or cause of action in or on behalf of any person or entity other than Client and Company. It is intended and agreed by the parties to this Agreement that Client's obligations and Company's Services shall not subject Client's or Company's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with the Services; and therefore any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement, which shall be the sole remedy for any dispute hereunder.

11.2 The parties agree that Company does not represent and cannot warrant that the services, information, recommendations and/or products and equipment furnished and/or implemented will prevent or minimize the likelihood of loss.

11.3 Company shall not be responsible for the acts or omissions of Client, Client's other consultants, subcontractors, their agents or employees, or other persons performing work in connection with Company's Services hereunder.

12. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

12.1 All rights to patents, trademarks, tradenames, logos, copyrights, trade secrets and any other intellectual property rights (hereafter, "Intellectual Property") owned by Company, as well as any modifications, updates or enhancements made to such Intellectual Property during the performance of the Services, shall remain the exclusive property of Company throughout the world in perpetuity, and except as necessary for the license to use and reproduce the Intellectual Property set forth in 12.3. below, Company does not grant Client any right or license to such Intellectual Property.

12.2 All concepts, drawings, plans, designs, reports, field data, field notes, calculations, processes, graphic representations, electronic media, estimates, records, memoranda and all other documents, information, products and works prepared by or on behalf of Company, its employees, sub-consultants or sub-contractors for or related to the Services (collectively, "Deliverables"), including all Intellectual Property rights therein and thereto, shall remain the property of Company. Company shall be deemed the sole and exclusive author and owner of the Deliverables and any derivative versions thereof and shall retain all common law, statutory and other reserved rights, including copyrights, throughout the world in perpetuity.

12.3 Upon receipt of payment for Services and Deliverables by the respective Parties, Company grants to Client a nonexclusive, limited and irrevocable license to use and reproduce the Deliverables (as defined in Paragraph 3 of the Addendum to the Master Professional Services Agreement) solely in support of the agreed upon Work and Services as specified in each Addendum. Client may, in its sole election, release all or any part of the Deliverables to the public so long as Client shall not in any way solicit or receive any

financial remuneration in connection with the release of said Deliverables unless otherwise provided for in Section 6 of the Freedom of Information Act (5 ILCS 140/6). If Client elects to release all or any part of the Deliverables to the public, Client shall have the right to withhold from the public any parts of the Deliverables that otherwise would be exempt under Sections 7 and/or 7.5 of the said Freedom of Information Act (5 ILCS 140/7, 7.5). Any other use of the Deliverables or the Intellectual Property contained therein without the prior written approval of Company shall be deemed a material breach of this Agreement.

12.4 Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written approval of Company.

12.5 Client shall not use, reuse or adapt the Deliverables for any other purpose other than as stated in the applicable Addendum, unless Client obtains the prior written agreement of Company. Any unauthorized use, reuse or modifications of the Deliverables shall be at Client's sole risk and without liability to Company, and Client agrees to defend, indemnify and hold harmless Company from all claims and damages arising out of or purported to arise out of the unauthorized use, reuse, or modification of the Deliverables.

13. DISPUTE RESOLUTION

The Parties agree to first try in good faith to settle between themselves any dispute arising out of or related to this Agreement ("Dispute"). In the event a Dispute between the Parties is not resolved within thirty (30) days by direct discussions between the Parties, the Parties agree to submit the Dispute to mediation conducted by the American Arbitration Association or such other mediation service upon which the Parties agree. In the event the Parties are not able to resolve the Dispute by mediation, either Party may elect to have the pending Dispute resolved by arbitration in accordance with the procedural rules of the American Arbitration Association as presently published and existing. Unless otherwise agreed, the arbitration proceeding shall take place in Chicago, Illinois. The cost and expenses of the arbitrator(s) shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the Dispute for arbitration. The Parties agree to be bound by the decision of the arbitrator(s) and the award rendered by the arbitrator(s) shall be final. Notwithstanding the immediate foregoing, either Party may petition a court of competent jurisdiction to confirm, vacate or modify the arbitration award as provided in Sections 11, 12 and 13 of the Uniform Arbitration Act (710 ILCS 5/11, 12, 13). TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY DISPUTE.

14. GOVERNING LAW AND JURISDICTION

This Agreement, including the validity hereof and the rights and obligations of the parties hereto, and all matters arising out of or relating to this Agreement and/or any and all related documents shall be

governed by, and construed and enforced in accordance with the substantive laws of the State of Illinois, without regard to its otherwise applicable principles of conflicts of laws, and any action arising out of or related thereto shall be brought in either the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois.

15. NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by certified or registered mail, return receipt requested; or (d) by email with reasonable proof of transmission and receipt. Notices shall be sent to the parties then current address or such other address as a party may specify in writing.

16. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT

This Agreement, any Addenda, and any other future attachments specifically incorporated herein, set forth the entire understanding and agreement of the parties and supersede any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any invoice, purchase order or other document, and such conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by each of the parties. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or otherwise transferred by any party (including by operation of law) without the prior written consent of the other party; provided, however, that Company may, without Client's consent, assign or transfer in whole or in part its rights and obligations hereunder to (i) one or more of its affiliates, (ii) any entity acquiring any or all of its assets or business or (iii) any entity into which Company may be merged or consolidated. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HILLARD HEINTZE LLC,
A Jensen Hughes Company

CITY OF URBANA



Name: Ken Bouche

Name: Diane Marlin

Title: Chief Operating Officer

Title: Mayor

ADDENDUM TO THE MASTER PROFESSIONAL SERVICES AGREEMENT

1. STATEMENT OF WORK AND SERVICES

Pursuant to the Master Professional Services Agreement (Agreement) entered into on June 19, 2020 between Hillard Heintze (Company) and City of Urbana (Client), both parties agree to the Scope of Work as outlined in accompanying proposal and summarized in this Addendum.

2. TERM OF AGREEMENT

The term of this Addendum will begin June 19, 2020 and be in effect until delivery of Services in accordance with this Addendum or as terminated in accordance with the Agreement.

3. SERVICES

Company will engage in an independent review of the administrative investigation into the use of force incident occurring in Urbana, Illinois on April 10, 2020. Company will also assess the policies and practices that guided the use of force incident. Additionally, Company will seek to engage key community stakeholders to obtain their perspective on the Urbana Police Department's (UPD) use of force policy and applicable law. This review will result in a published report of the independent review and assessment.

Company will attempt to interview a claim related to a specific bystander regarding video of the incident and subsequent required actions, if any, in writing.

Company's team will consist of subject-matter experts in policing and community engagement. Mark Giuffre will be the project manager and supported by Company staff. Given social distancing restrictions, a significant portion of the work will be conducted remotely, through use of digital engagement tools.

Company will:

- Prepare an Independent Review of the internal UPD examination of the April 10 incident (Incident). Company will provide a review of the administrative sufficiency of the process in accordance with the applicable policies and procedures of the UPD.
- Request, receive and review documentation and reports, including the internal examination of the incident, and any other reports or data developed by the UPD, including video footage in relation to the Incident and the internal UPD examination. This request will include any public report available and released by the Champaign County State's Attorney relative to decisions made.

- Assess applicable UPD operational and tactical practices, supervision, policies and procedures relevant to the Independent Review. We anticipate that this will require interviews with internal subject-matter experts, policy review and benchmarking against law enforcement standards.
- Seek to engage community stakeholders regarding their perception and expectation of the UPD regarding use of force. We will reach out to key community stakeholders as identified by the City and UPD and other community stakeholders as time and resources permit.
- Attempt to interview the individual who posted a video of the Incident to address unattributed claims that one or more Urbana police officers asked him to remove the video from social media.
- Conduct 10 civilian interviews and/or virtual focus group sessions. UPD interviews will be conducted with UPD employees responsible for setting and implementing policy and/or training. Combined, we anticipate no more than 16 interviews. **Additional interviews of community members will increase the scope of work and pricing for the project.** Should this become an issue, we will work with the City to identify an appropriate strategy.

Deliverable: Company will deliver an Independent Review of the administrative sufficiency of the internal UPD examination of the Incident and provide an assessment of the relevant UPD use of force policies and practices, including community perspectives on UPD's use of force. The goal will be to identify relevant recommendations to continue to advance police community engagement in Urbana. Company will use standards of practice and professional experience in conducting its review, as well as benchmarking against model policies and practices.

Company will engage upon execution of this agreement with an anticipated delivery date of July 31, 2020. This delivery date is subject to change based upon the production of documents and the availability of relevant individuals for interview.

Company will discuss in person, using virtual engagement tools, key findings and recommendations and will deliver a draft report. Client will have one week for review and edit of any errors, at which time Company will have one week to correct the errors and deliver a final independent review report.

Final delivery date is anticipated to be July 31, 2020.

- Subsequent work, edits and review, not attributable to factual errors, will be charged at the Company's consulting rate of \$195 per hour.

Company will also conduct a virtual high-level presentation that provides an overview of the findings and recommendations to the Urbana City Council after the delivery of the final report and at a date to be determined. Company will answer questions from the Urbana Council members during the meeting.

Implementation Touchpoint: As part of Company's services, if desired, Company will support Client's team in an assessment of the implementation of the top three key findings and recommendations six months after the delivery of Company's report. Company will discuss Client actions taken and provide a summary analysis and insight in a verbal presentation to Client and its selected team members.

4. FEES AND EXPENSES

Fees: Company will bill Client for services at \$195 per hour. Fees are currently estimated for a level of effort based upon no more than 16 interviews. If community outreach and/or demand expands beyond that number, Company will consult with Client as to options, including expansion of scope.

Reimbursable Expenses: The fees listed above do not include expenses. Expenses will be billed in the invoices issued by the Company in accordance with Section 3 of the Agreement. It is anticipated that most expenses will be mileage based.

5. PAYMENT

Company will invoice Client on a monthly basis for services and expenses incurred. In accordance with the Agreement, payments will be due within 30 days of invoicing.

Billing Points of Contact: The following parties are the appropriate points of contact relative to inquiries about billing and expenses:

Company Billing Contact

Name: Dave Engelland
Title: Accounting Manager
Email: dave.engelland@hillardheintze.com
Phone: 312.869.8500

Client Billing Contact

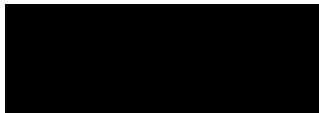
Name: Carol Mitten
Title: City Administrator
Email: cjmitten@urbanaininois.us
Phone: 217.384.2454

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties have executed this Statement of Work and Services as of June 19, 2020 pursuant to the Master Professional Services Agreement dated the same.

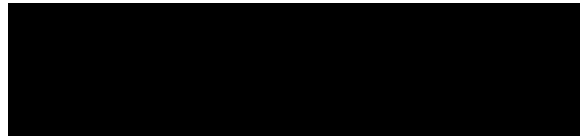
HILLARD HEINTZE LLC,
A Jensen Hughes Company



Name: Ken Bouche

Title: Chief Operating Officer

CITY OF URBANA



Name: Diane Marlin

Title: Mayor