MAYOR Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave. Orland Park, IL 60462 (708) 403-6100



VILLAGE HALL

TRUSTEES

Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

May 31, 2006

Mr. James P. Smith Smith Dawson & Andrews 1000 Connecticut Avenue, NW, Suite 302 Washington, DC 20036

Re: Letter of Agreement

Dear Mr. Smith:

Enclosed are two (2) executed copies of the agreement between the Village of Orland Park and Smith Dawson for public services performed on our behalf.

Please sign both and return one (1) to my attention for our records. Looking forward to doing business with you.

Sincerely,

R. J. Zeder, Jr. Village Manager

/mrs 06rjzlet/Smith Dawson Agmt C: Mayor McLaughlin

# SMITH DAWSON & ANDREWS

A public affairs company

May 31, 2006

R.J. Zeder, Village Manager Village of Orland Park 14700 Ravinia Avenue Orland Park, IL 60462-3167

RE: Federal Representation

Dear Mr. Zeder:

Pursuant to our discussions, I have prepared a Letter of Agreement for your review and approval. If it accurately reflects our conversations, please execute one of the originals and return it to me. Thank you for the opportunity to work with you and the staff of Orland Park, IL.

### LETTER OF AGREEMENT

This Agreement is made by and between the Village of Orland Park, IL, (hereinafter referred to as "the Village"), and Smith Dawson & Andrews (hereinafter referred to as "SDA").

#### I. SERVICES

It is understood by the parties that time is of the essence. SDA will devote its best efforts to help the Village secure federal earmark appropriations, identify grant opportunities, and advocate the Village's interest before Congress and Executive Branch agencies. SDA will arrange, schedule and accompany Village representatives to meetings with members of Congress, staff and individuals from the Executive Branch as appropriate. In addition, SDA will work with the Village on mutually agreeable federal issues that may inure to the benefit of the Village. SDA will provide the following specific services:

- Work with the Village to develop a Federal legislative strategy to secure federal funds to replace the rail bridge over LaGrange Road located at approximately 140<sup>th</sup> Street
- Serve as the Village's legislative liaison with the Illinois Congressional Delegation and the Congress;

## SMITH DAWSON & ANDREWS

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- Monitor federal legislation, appropriations, and grant applications and advise the Village and the congressional delegation of key developments, problems and/or grant opportunities;
- Work with the Illinois delegation and the relevant Congressional authorizing and appropriations committees on the Village's federal priorities;
- Draft congressional testimony, amendments, report language, and correspondence for the Members of Congress, their staffs and congressional committees on behalf of the Village, as necessary;
- Manage the submittal of all federal funding requests to the House and Senate Appropriations Committees and file all supporting documentation, budget justifications and Committee questionnaires;
- Transmit documents, reports, and other information on federal issues that affect local programs to Village officials;
- Coordinate all logistical support for the Village's visits to Washington, including appointments and meetings for Village officials with Members of Congress, their staffs, agency representatives and other officials, as needed;

#### II. TERM

This Agreement shall commence May 1, 2006.

#### III. FEE

SDA shall receive a professional service fee of \$60,000. This fee is to be paid in twelve monthly installments of \$5,000 each. This fee is due and payable on the first day of each month except, the first month's fee is due and payable upon the execution of this Letter of Agreement.

#### IV. EXPENSES

The Village shall be responsible for all necessary, reasonable and ordinary out-of-pocket expenditures incurred by SDA including but not limited to: airfare, hotels, rental cars, taxi, parking, long distance, overnight delivery, printing, photo copies and meals. These expenses shall be billed separately and at cost (receipts provided). Expenses are to be remitted within 30 days of receipt of billing. No single expense in excess of \$500.00 will be incurred to any one vendor during a month without the Village's prior approval.

# SMITH DAWSON & ANDREWS

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## V. OPTION TO TERMINATE

After the initial sixty (60) days, either party may terminate this Agreement prior to the expiration date by giving the other party 30 days written notice of its intent to terminate sent certified mail return receipt. Termination by Client does not relieve the client of its obligation to reimburse SDA for expenses incurred prior to termination, and any professional fees outstanding.

## VI. <u>INDEPENDENT CONTRACTOR STATUS</u>

Smith Dawson & Andrews and its employees, is an independent contractor and not an employee of the Orland Park, IL which agrees to hold SDA harmless and indemnify it for any and all claims, lawsuits, judgments or obligations arising as a result of work performed pursuant to this Agreement, which are not caused by nor arise from, any act or omission of SDA, in whole or in part. Further, SDA shall not be responsible for errors or omissions caused by the Village's failure to provide proper or complete information in a timely manner.

In witness whereof, the parties hereto have executed this Agreement as of the date first written above:

Robert J. Zeder, Jr. Title Village Manager	For Smith Dawson & Andrews:  James P. Smith
5-31-06	6/4/06
Date	Date