

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE VILLAGE OF OAK LAWN AND
ALCALDE AND FAY, LTD.**

This agreement between the Village of Oak Lawn, Illinois, hereinafter referred to as "VILLAGE" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR" is made this 9th day of April, 2008.

WHEREAS, CONTRACTOR has duly qualified experts in the fields of public works, transportation infrastructure, water resources, housing and Federal grant programs; and

WHEREAS, in the judgment of the Oak Lawn Board of Trustees, it is necessary and desirable to employ the services of the CONTRACTOR to assist the VILLAGE in securing legislative appropriations and grants and working with the respective staffs which administer public works, transportation infrastructure, water resources, housing and Federal grant programs provided by the Federal government.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I - SPECIFIC PROVISIONS

- A. SERVICES TO BE PROVIDED: CONTRACTOR shall consult and advise the Village as requested, on public works, transportation infrastructure, water resources, housing and Federal grant programs, including but not limited to:
1. Developing strategies to obtain and maximize funding for public works, transportation infrastructure, water resources and housing programs.
 2. Coordinating funding, legislation and policy related activities with the United States Congress and Federal agencies;
 3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the VILLAGE'S projects;
 4. Maintaining direct and frequent contact with key United States Senators and Representatives;
 5. Advocating VILLAGE interests during the United States legislative and regulatory process; and
 6. Providing the VILLAGE with a written report of activities.
- B. PAYMENT: CONTRACTOR'S compensation for the services provided hereunder shall be \$5,500.00 per month. CONTRACTOR shall submit the monthly \$5,500.00 fee invoice at the first of each month, beginning on April 9, 2008. The VILLAGE shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed may include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses shall be reimbursed to CONTRACTOR on a monthly basis. All travel expenses shall be incurred only following written approval by the Village Manager.

- C. KEY PERSONNEL: CONTRACTOR has represented to VILLAGE that VILLAGE will have L.A. "Skip" Bafalis, Jim Davenport, and Maurice Kurland principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. ASSIGNMENT AND DELEGATION: Except as above, CONTRACTOR shall not assign or delegate any services or duty under this Agreement without written consent of the VILLAGE, and no assignment shall be of any force or effect whatsoever unless and until the VILLAGE shall have consented.
- B. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of VILLAGE and is not entitled to participate in any pension plan, insurance, bonus or similar benefits VILLAGE provides its employees.
- C. NOTICE, SUBMITTING INVOICES AND MAKING PAYMENTS: All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail should be addressed as follows:

VILLAGE: LARRY DEETJEN, VILLAGE MANAGER
VILLAGE OF OAK LAWN
9446 S. RAYMOND AVENUE
OAK LAWN, IL 60453
(708) 499-7743

CONTRACTOR: ALCALDE & FAY, LTD.
2111 WILSON BLVD., 8TH FLOOR
ARLINGTON, VA 22201
(703) 841-0626

- D. NON-DISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. TERM OF AGREEMENT: This Agreement shall become effective on April 9, 2008 and shall terminate upon 30 day's written notice by either party with or without cause.
- F. GOVERNING LAW: This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Illinois shall be applicable and shall govern to the exclusion of the law of any other forum.

G. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and VILLAGE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 13 day of May, 2008.

ATTEST:

Jane M. Zumbau

VILLAGE OF OAK LAWN

By: [Signature]

WITNESSES:

Jember Kuey
Man Kuey

ALCALDE AND FAY, LTD.

By: L. A. Sij Rapis