SMITH DAWSON & ANDREWS
A public affairs company

December 10, 2014

Paul Grimes, Village Manager
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462-3167

RE: Federal Representation

Dear Mr. Grimes:

Pursuant to our discussions, I have prepared a **Letter of Agreement** for your review and approval. 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 or Orland Park, IL, (hereinafter referred to as "the Village"), and Smith Dawson & Andrews (hereinafter referred to as "SDA").

I. SERVICES

SDA will devote its efforts to help the Village position itself on important federal policy issues and authorization legislation, identify grant opportunities, and 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.
- Serve as the Village's legislative liaison with the Illinois Congressional Delegation and the Congress;
- Monitor federal legislation, appropriations, and grant applications and advice 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;
- 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 January 1, 2015. This Agreement will be automatically renewed in one year increments unless written notice of intent not to renew is given by Client to Consultant thirty days before the expiration of each one year period.

1150 Connecticut Avenue NW, Suite 1025
Washington, DC 20036
202-835-0740/FAX 202-775-8526

III. FEE

SDA shall receive a professional service fee of $40,000. This fee is to be paid in twelve monthly installments of $3,333.33 each. Payment will be due within 30 days of each invoice.

IV. OPTION TO TERMINATE

After the initial sixty (60) days, either part 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.

V. INDEPENDENT CONTRACTOR STATUS

Smith Dawson & Andrews and its employees, is an independent contractor and not an employee of 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:

For Orland Park, IL:

Paul Grimes
Village Manager

1/9/15
Date

For Smith Dawson & Andrews:

James P. Smith
President

12/10/2014
Date