



## G.S. Proctor & Associates, Inc.

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14408 Old Mill Road, Suite 201  
Upper Marlboro, MD 20772

Phone: (301) 952-8885  
Fax: (301) 952-0290

Gregory S. Proctor, Jr.  
*President*

September 30, 2004

This AGREEMENT is made this 14<sup>th</sup> day of October 2004, between G.S. Proctor & Associates, Inc., a Maryland Corporation and the Town of Forest Heights, 5508 Arapahoe Drive, Forest Heights, MD 20745.

The Town of Forest Heights (Mayor and Town Council) has engaged G.S. Proctor & Associates, Inc. to act as its agent in lobbying to various individuals and entities as recommended by G.S. Proctor & Associates, Inc. and assigned by the principals of the Town of Forest Heights.

**G.S. Proctor & Associates, Inc. agrees to perform the following services on behalf of the Town of Forest Heights, MD:**

- To provide professional lobbying for the principals at the Town of Forest Heights;
- To identify and secure project funding based on requests from the Mayor and/or Town Council;
- To assist, prepare and present necessary information to community groups and/or arrange and speak at public hearings as necessary;
- To consult with the Town of Forest Heights (Mayor and/or Town Council) or other designated representatives as appropriate;
- To lobby the business community, the affected neighborhood community associations and other interested parties as necessary;
- To provide preparation of plans, specifications, bid packages, documentation and initial general grant administration as needed by the Town; and
- To maintain constant communication with the principals of the Town of Forest Heights.

G.S. Proctor & Associates, Inc. will have primary responsibility for representation of the Town of Forest Heights in the above-specified venture; however, G.S. Proctor may utilize other colleagues in the office in the best exercise of his judgment to provide most beneficial service to the Town of Forest Heights.

The Town of Forest Heights agrees to pay G.S. Proctor & Associates, Inc. for the services rendered as follows:

- \$1,500 due upon signing of contract

- \$1,500 due on the 1<sup>st</sup> of each month starting October 1, 2004 – June 30, 2005

Payment is due on the first of the month. It is expressly agreed that any amount unpaid after thirty (30) days will bear interest at the rate of one percent (1%) per month from the billing date, which is the equivalent of twelve percent (12%) per annum.

If G.S. Proctor & Associates, Inc. should prevail in whole, or in part, in any legal procedures instituted by it against the Town of Forest Heights to recover unpaid professional fees, costs, or any interest due thereon, the client agrees to pay all costs and expenses, including reasonable attorney's fees incurred by G.S. Proctor & Associates in recovering any such fees, costs or interests. The Town of Forest Heights consents to jurisdiction in the Courts of the State of Maryland or in the United States District Court for the District of Maryland for any such suit, and agrees that the laws of the State of Maryland shall govern this Agreement.

This Agreement may be terminated by the Town of Forest Heights in the event services are not performed as stated in this Agreement. The Town of Forest Heights may elect to terminate all or a part of this Agreement by providing at least thirty (30) days prior written notice to G.S. Proctor & Associates, Inc. In the event thirty (30) days written notice to terminate this Agreement is provided by the Mayor of the Town of Forest Heights, the last date for payment of services due will be considered to have accrued as of the date any written notice to G.S. Proctor & Associates, Inc. is executed by the Mayor.

This Agreement contains the entire Agreement between the parties. Neither party shall be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing the Agreement they have not been induced, persuaded or motivated by any promise or representation made by the other, unless expressly set forth herein. All previous negotiations, statements, and preliminary instruments by the parties or their representatives are merged into this statement.

AGREED TO AND ACCEPTED:

On motion by Councilman(woman) Larry Stoner, seconded by Councilman(woman) George Wiggers, the foregoing was accepted by the majority vote of the Town Council of the Town of Forest Heights, Maryland, at a meeting held on September 15<sup>th</sup>, 2004.

THE TOWN OF FOREST HEIGHTS, MARYLAND

BY:

Paula R. Noble  
Paula R. Noble  
Mayor

10/14/04  
Date

G.S. PROCTOR & ASSOCIATES, INC.

BY:

Gregory S. Proctor  
Gregory S. Proctor

10/14/04  
Date