

**A FIRST AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE VILLAGE OF OAK PARK AND GRAEF-USA INC. TO CHANGE  
THE NOT TO EXCEED AMOUNT FROM \$125,000 TO \$134,000**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT DATED OCTOBER 19, 2021** (hereinafter referred to as the “First Amendment”) between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the Village”), and Graef-USA Inc., a Wisconsin corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the “Consultant”) (also collectively referred to as the “Parties”). is entered into as of the effective date set forth herein.

**RECITALS**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated October 19, 2021 (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Parties seek to amend the Agreement pursuant to this First Amendment to change the not to exceed amount from \$125,000 to \$134,000 to allow the Consultant to use the additional funds to provide pass-through grants to community-based organizations who agree to host affinity groups and human-centered design sessions related to the Climate Plan to be developed by the Consultant.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

1. **RECITALS INCORPORATED.** The above recitals are incorporated herein as though fully set forth.
2. **AMENDMENT TO AGREEMENT.** Section 3.1 of the Agreement is amended by adding the underlined language and deleting the overstricken language as follows:
  - 3.1. The Village shall compensate the Consultant for the Services as set forth pursuant to the Consultant’s Proposal in an amount not to exceed ~~\$125,000~~ \$134,000.
3. **OTHER PROVISIONS OF THE AGREEMENT TO REMAIN IN EFFECT.** All other terms and conditions of the Agreement shall remain in full force and effect.
4. **EFFECTIVE DATE.** This First Amendment shall be deemed dated and become effective on the date of its execution by the Interim Village Manager of the Village of Oak Park.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to the Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF OAK PARK**

**GRAEF-USA INC.**

\_\_\_\_\_  
By: Lisa Shelley  
Its: Interim Village Manager

\_\_\_\_\_  
By: Brent T. Pitcher  
Its: Vice President, Principal

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

\_\_\_\_\_  
By:  
Its:

Date: \_\_\_\_\_, 2021

Date: \_\_\_\_\_, 2021