CONSULTING AGREEMENT

THIS AGREEMENT, dated September 1, 2013, is between THE ISAAC SPORTS GROUP, L.L.C. (the "ISG") and the Glen Ellyn Park District (the "Client"). ISG will also include HGA and USAquatics as part of the ISG team to support ISG services in this agreement.

WHEREAS, (A) ISG, with specific Services provided through HGA and USAquatics, has substantial experience and expertise in and advises and consults with clients regarding aquatic facility feasibility, development, design, management, operations and marketing, (B) the Client is engaged in evaluating, designing, building and operating an aquatic facility and (C) the Client desires to retain the services of ISG and ISG has agreed to provide those services on the terms and conditions stated in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. Services. ISG and its partners agree for the term of this Agreement to consult with and advise the Client regarding the programming, design, feasibility, marketing and management of a new aquatic facility, including specifically the Services indicated in Attachment #1. The time frame for the Services is included in Attachment #2.

ISG agrees to provide its consultation advice, and written analysis (collectively, the "Services") in a professional and ethical manner and with the objective of maximizing the quality, programming and financial viability of the Client's aquatic facility and operations.

2. Compensation. The Client will compensate ISG for Services subject to the conditions below:

   (a) A fee of $20,000 (the "Fee"), payable as follows during the Term of this Agreement.

- $5,000 upon execution of Agreement and start of ISG Services
- $5,000 upon completion of first site visit and meetings
- $5,000 upon completion of second site visit and follow up meetings
- $5,000 due upon completion and presentation of final report and design concepts

ISG understands that the Fee for the Services and the funds for expense reimbursement detailed in Section 3 of this Agreement are being raised by the Glen Ellyn Aquatic Initiative (GEAI) during the course of the project. ISG acknowledges that GEAI is unaffiliated with the Client, and that the Client does not influence or control GEAI's fundraising efforts. ISG further acknowledges that the Client is not funding expense reimbursement or the Services, including, without limitation, the Study and any work completed or fees incurred by ISG, HGA or USAquatics.

ISG and its partners will provide the services in phases as the funds for each above installment payment are raised and paid to ISG. ISG shall not proceed with any work on a phase until the Client provides ISG with written authorization to proceed with the phase. The Client’s execution of this Agreement shall constitute authorization for ISG to proceed with Phase 1. The Client shall
not be liable for fees or costs incurred by ISG or its partners or subcontractors, including, without limitation, HGA and USAquatics, on phases for which the Client has not provided ISG with written authorization to proceed.

If GEAI is not successful in raising the full Fee, ISG will terminate following completion of the work paid for or the work will be suspended until the remaining funds are raised. If the full Fee is not raised, the Client will only be responsible for payment for the work authorized by the Client and completed by ISG. The schedule of the Services within this payment structure is included in Attachment #2.

The Client agrees to pay each installment of the Fee by no later than its due date and agrees that if any such installment is not paid by the due date, interest will accrue on that amount from the due date to the date of payment at the rate of 10% per annum.

(b) If Client chooses to engage ISG and its partners to conduct an analysis of the Outdoor Pool, an additional flat fee of $5,000 will be charged payable as follows:

- $2,500 upon start of Analysis of Outdoor Pool
- $2,500 upon completion and presentation of Analysis

ISG shall not proceed with any work on a phase until the Client provides ISG with written authorization to proceed with work on that phase.

(c) If additional Services not included in this Agreement are requested by the Client, an hourly rate of $150/hour will apply. Before providing any additional Services, ISG shall notify the Client that the services requested by the Client constitute additional Services and provide the Client with an estimated cost for completing the additional Services.

3. **Expenses.** The Client will pay reasonable, relevant and documented travel expenses incurred by ISG, HGA and USAquatic representatives for travel to Glen Ellyn necessary for the execution of the Services. The Client will also pay reasonable, relevant and documented expenses to cover any printing costs, photography, mailing, postage, or document reproduction. Reimbursable expenses for the Term of the Agreement shall not exceed $4,000, including any expenses incurred in the analysis of the outdoor pool. Travel expenses covered include economy air travel, hotel, meals, and ground transportation, including mileage reimbursable at the federal mileage reimbursement rate in effect upon this Agreement’s effective date, or rental car and any reasonable and documented miscellaneous expenses. The Client is not responsible for paying any undocumented, irrelevant, or unreasonable expenses incurred by ISG, HGA or USAquatic. The Client will pay all reasonable, relevant and documented expenses within sixty (60) days of receiving an invoice or any part thereof; the sixty (60) day period shall toll until the Parties resolve the dispute.

4. **Term.** The term of this Agreement will begin upon execution of the Agreement and payment of the first payment and will continue thereafter until the completion of the Services, not to exceed twelve (12) months from the beginning of the Term. No extension of
that Term will be effective unless confirmed by a document signed by the Client and ISG. Except as provided in Sections 2 and 7, this Agreement will not terminate prior to the expiration of the Term unless by a further document signed by the Client and ISG.

5. **Independent Status.** ISG and its partners will at all times function as an independent contractor to the Client and not as an employee or other agent to the Client. As a consequence, ISG will have no responsibility or authority to make any contracts or other commitments or representations or warranties on behalf of the Client. As a further consequence ISG will be solely responsible for reporting all income received by ISG pursuant to this Agreement and paying all income and other taxes with respect to that income.

6. **Confidentiality.** ISG and its partners acknowledge that during the course of providing the Services to the Client, ISG and its partners may receive access to information regarding the Client and its business which is confidential to the Client (the “Confidential Information”). ISG agrees not to use or to disclose to third parties any of the Client’s Confidential Information except in the proper performance of ISG’s Services for the Client. ISG also agrees not to disclose or share any studies, findings and work created by ISG for the Client and communication between the Client and ISG unless the project requires such disclosure and the disclosure is approved by the Client. The provisions of this Section will not apply to any item of information that is generally known to the public, which was previously known by ISG prior to the receipt from the Client or which becomes public information as a result of the acts or omissions of any party other than ISG.

7. **Default.** A party will be in default under this agreement if that party breaches any obligation under this Agreement and fails to remedy that breach within ten (10) days after the other party delivers a written notice to the breaching party identifying that breach and demanding that remedial action. In the event of a default, the non-breaching party, by further written notice to the breaching party at any time after the expiration of that ten-day remedial period, may terminate this Agreement and thereafter seek and secure such remedies against the breaching parties as are permitted under applicable law.

8. **Termination.** Upon termination of this Agreement, whether by reason of the expiration of the Term specified in Section 3, as a result of inadequate funding as specified in Section 2, or as a result of a default by a party pursuant to Section 7, the following shall apply:

   (a) ISG shall immediately discontinue of the Services for the Client;

   (b) ISG shall immediately return to the Client all copies of all Confidential Information of the Client;

9. **Notices.** Any notice required or permitted under this Agreement must be in writing and will be deemed delivered on the third (3rd) business day following the date of deposit with the U.S. Postal Service addressed to the address of the addressee specified beneath its signature to this Agreement.

10. **Applicable Law.** This Agreement is being made under and shall be interpreted in accordance with the laws of the State of Illinois. All legal actions or proceedings related to this
11. The Parties shall at all times remain solely responsible for the results and consequences of their sole negligence and agree to indemnify and hold harmless the other Party, their officials, officers, employees, contractors, agents and assigns from and against any and all claims, losses, damages, costs and expenses, including attorney's fees, which may arise or result from such sole negligence.

12. ISG agrees to maintain, without charge, all records and documents concerning or relating to the Client in accordance with the Freedom of Information Act ("FOIA") 5 ILCS 140/1 et seq. Upon Client’s request, ISG and its partners and subcontractors, including, without limitation, HGA and USAquatics, shall produce all records requested by Client within the timeframe requested by Client, and if additional time is needed to compile the requested records, ISG shall promptly notify Client. In the event that either party is found to have not complied with the Freedom of Information Act due to the other party’s failure to produce documents or otherwise appropriately respond to a request under the Act, then the party failing to produce and/or respond shall indemnify and hold harmless the other party, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorney’s fees and penalties.

13. ISG warrants that it is familiar with and shall comply with Federal, State and local laws, statues, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including, without limitation, Workers Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.

ISG understands, represents and warrants to the Client that ISG and its partners and subcontractors (for which the Contractor takes responsibility to insure that they comply with the above-mentioned Acts), including, without limitation, HGA and USAquatics, are in compliance with all requirements provided by Federal, State and local laws, statues, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals (collectively, the "Laws") in any manner affecting the performance of the Agreement and that they will remain in compliance for the entirety of the Work. A violation of any of the Laws is an event of default and cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Client in cancelling this Agreement shall not be considered as, and does not constitute, Client’s consent to such violation and a waiver.
of any rights the Client may have, including without limitation, cancellation of this Agreement.

14. Neither ISG nor its partners or subcontracts may use the Client’s name, depiction, or any adaptation thereof in any promotional, advertising or marketing literature, or in any other way without the prior written consent of the Client.

15. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not be a waiver of such Party’s right to enforce against the other Party the same or any other such term or provision.

16. Entire Agreement. This ten (10) page document constitutes the entire Agreement between the Client and ISG with respect to the subject matter of this Agreement and no amendment to this Agreement shall be effective unless by a written document signed by the Client and ISG.

EXECUTED as of the date first written above

ISG: The Isaac Sports Group, L.L.C.

By: [Signature]
Stuart A. Isaac, Member
3419 Wagner Woods Ct.
Ann Arbor, MI 48103

Date: 5/26/13

Client: Glen Ellyn Park District

By: [Signature]

Date: 6/26/13
Attachment #1

ISG, HGA and USAquatic SERVICES

NEEDS ANALYSIS/SPACE PROGRAMMING
Develop program model for the Glen Ellyn Aquatic Center (GEAC) to meet community needs and drive the design concept
- Understand stakeholders goals and objectives and help prioritize these goals and build consensus
- Analyze existing community and regional aquatic programming and facilities
- Identify and forecast future needs, including growth potential and new programming
- Identify ways to integrate GEAC programming with the Park District Sunset Outdoor pool complex to maximize program participation at all aquatic facilities
- Develop scheduling model showing how all programs fit into the facility space and schedule
- Analysis of Event potential, including schedule, operational impact and community economic impact

CONCEPTUAL FACILITY PLANNING
Identify and develop Aquatic Center design scope, amenities and configuration to meet Glen Ellyn’s needs, goals and objectives.
- Begin with base option to meet top priority needs
- Develop enhance alternate options to meet additional goals and objectives
- Prepare diagrams of major building components and pool configurations to meet training and competition goals
- Review and present adjacency needs of building program elements
- Prepare building blocking and stacking diagrams for use in Site Analysis
- Facility features and amenities to meet and/or exceed all the requirements to conduct the regular programming, fitness and recreation identified in the programming model
- Evaluate facility amenities needed to achieve goals and objectives
- Develop square footage program and space allocation worksheet to support the program features, facility mechanical and operational needs and key amenities
- Identify and incorporate new trends and anticipate future trends in training, competition, fitness and aquatic programming that will make the aquatic facility state of the art for years to come
- Evaluate and recommend features and technology to minimize environmental impact
- Develop programming, event and recreational features that make the GEAC a destination location drawing visitors and economic benefits to Glen Ellyn

SITE ANALYSIS
Evaluate site options currently owned by the City and Park District for the Aquatic Center and determine the best site(s) option for the GEAC based on design needs, design options, access, site conditions, impact on programming and participation and overall impact on the local community.
PROJECT COSTS ESTIMATES

Project Costs
- Develop estimate of total project cost for each design concept option

FACILITY BUDGET ANALYSIS AND FORECAST

- Develop 5-year projection of facility budget
  - Operational Costs
  - Program Costs
  - Facility Revenue (including events)
  - Program Revenue
  - Analysis of Program net Return on Investment by program
  - Financial profit and loss summaries
- Develop 20-year projection of long term maintenance and capital costs sufficient to maintain the facility
- Identify and forecast estimated revenue streams to support operation of the facility
- Identify potential facility and programming partners and their potential support for facility and programming
- Recommend rental/usage/programming rates, fees and structure based on Park District and City policies and current programming balanced by financial needs of the Aquatic Center
- Recommend appropriate annual deferred maintenance budget set aside sufficient for this facility and protected from budget encroachment or redirection
- Recommend optimal technology and systems in the facility for reducing annual and long term operation costs and maintenance

COMMUNITY ENGAGEMENT

- Engage the community and GEAi in each step of the project
- Support GEAi fundraising efforts during first site visit and throughout the Term of the Agreement

FACILITY GOVERNANCE and MANAGEMENT:
Based on Park District and City management structures, analyze and recommend a management and operational model that can best meet the facility needs and servicing the Park District, School District, City and outside user groups and partners.

IDENTIFICATION OF PARTNERS

- Identify and recommend partnership opportunities and platforms for potential partners
- Identify potential facility and programming support from national, regional and state sport organizations, governing bodies, safety, health and wellness organizations and other relevant organizations
- Identify potential sources of capital and annual funding, support and sponsorship
OUTDOOR POOL ANALYSIS
An optional analysis of the Sunset outdoor pool complex will be conducted for an additional fee specified in the body of the Agreement.

- Update the 2005 facility analysis with review of the current state of the pool and new technology and options available today
- Analyze life expectancy of pool and potential increased future maintenance costs and needs if no major renovation is undertaken
- Analyze impact of renovation options on operating costs, environmental impact, return on investment, pay-back time and life cycle costs, including estimating future long term maintenance needs
- Add programming analysis integrating programming with the potential Glen Ellyn Aquatic Center
- Identify ways to integrate management of the overall aquatic facilities and programming for the Glen Ellyn Park District in a professional and cost effective business oriented and cost effective management model

CREATION and PRESENTATION OF FINAL STUDY REPORT and DESIGN CONCEPTS

FINAL REPORT AND PRESENTATION
- Create Final Report with all financial, cost and planning documentation
- Create Final Report summary and presentation suitable for public presentation to the Park District and City leadership, key stakeholders, user groups, potential partners, corporations and businesses, civic and service organizations and citizen meetings
- Participate in report presentation to stakeholders to promote the facility concept and business plan

REPORT FOLLOW UP
- Address any remaining questions the Committee or stakeholders may have
- Work with Park District, City and stakeholders to develop next steps in the Aquatic Center project
FEASIBILITY AND DESIGN STUDY
The proposed schedule for overall project is 18 weeks.

The Schedule of Services relative to the payment plan is as follows:

Payment #1  1-5 Weeks    ISG Engagement
  - Authorization and payment from the Park District
  - Due upon execution of Agreement and start of work
  - Initial Community Engagement
  - First site visit and meetings
  - Programming and Needs analysis

Payment #2  5-10 weeks    ISG and HGA Engagement
  - Authorization and payment from the Park District
  - Due upon completion of first site visit
  - Initial conceptual designs
  - Initial Financial Analysis
  - Second Site visit-Review of initial concepts and financials
  - Site Analysis
  - Identification of potential partners

Payment #3  10-14 weeks    ISG, HGA and USAquatics Engagement
  - Authorization and payment from the Park District
  - Due upon completion of second site visit
  - Facility governance and management analysis
  - Development of final financial analysis and project cost analysis
  - Development of design options

Payment #4  14-18 Weeks
  - Authorization and payment from the Park District
  - Due upon completion and presentation of final report
  - Completion and presentation of Study Report
  - Follow Up/Next Steps

OPTIONAL ANALYSIS OF SUNSET OUTDOOR POOL
The schedule of services for the analysis of Sunset outdoor pool is as follows:

Payment #1  1-3 weeks
  - Authorization and payment from the Park District
  - Due upon execution of Agreement and start of work
  - First site visit, pool inspection and meetings
Payment #2  4-6 weeks
- Authorization and payment from the Park District
- Due upon completion and presentation of analysis report
- Presentation and review of final study report