

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES BETWEEN BERRY,
DUNN, MCNEIL & PARKER, LLC AND WHEATON PARK DISTRICT**

This Addendum (“Addendum”) is made to that certain Agreement for Consulting Services (“Agreement”) by and between Berry, Dunn, McNeil & Parker, LLC (“BerryDunn” or “Consultant”) and Wheaton Park District, an Illinois park district and unit of local government (“Park District”). This Addendum modifies and supplements the Agreement. In the event of any conflict between a provision of the Agreement and this Addendum, the provision of this Addendum shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, Park District and Consultant are parties to an Agreement for Consulting Services dated December 18, 2024; and

WHEREAS, the Parties wish to add certain additional services to the scope of work set forth in the original Agreement; and

WHEREAS, Section 6 of the Agreement requires additional services to be mutually agreed to by the Parties and set forth in writing and

WHEREAS, the Parties have determined that certain additional services, as set forth below, are in the best interest of both Parties.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

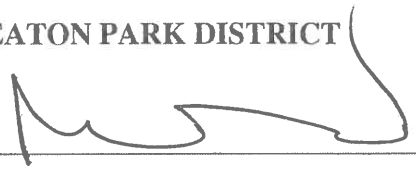
1. Additional Services. In addition to the Services identified in the Agreement, Consultant agrees to provide certain additional services as outlined in Consultant’s proposal dated January 6, 2026, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (“Additional Services”).

2. Payment for Additional Services. The Park District agrees to compensate Consultant for providing the Additional Services in the total not-to-exceed amount of Twelve Thousand Eight Hundred Forty-Two and 00/100 Dollars (\$12,842.00), as set forth in more detail in Exhibit A (Consultant’s Additional Services Fee”).

3. Miscellaneous. All other terms and conditions contained in the Agreement remain unchanged. The Agreement and this Addendum contain all of the terms and conditions agreed on by the Parties with respect to the subject matter hereof, and no other alleged communications or contracts between the Parties, written or otherwise, shall vary the terms

hereof. Any modification of the Agreement or this Addendum must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the dates set forth below.

WHEATON PARK DISTRICT
By: 
Its: Executive Director
Date: 1/21/2026


BERRY, DUNN, MCNEIL & PARKER, LLC
By: 
Its: Principal
Date: 01/22/2026

Exhibit A



COVER LETTER

January 6, 2026

Wheaton Park District
Attention: Mike Benard
1777 S. Blanchard
Wheaton, Illinois 60189

Dear Mike:

Thank you for meeting with us today to further develop the support services for the Wheaton Park District's Strategic Plan. On behalf of BerryDunn, we are pleased to submit this updated Statement of Work.

We look forward to the opportunity to collaborate with you and your team. Please don't hesitate to reach out with any questions or if you need additional information.

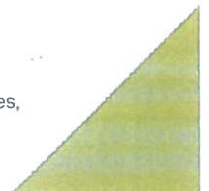
Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Paradis'.

Lisa Paradis, MBA, CPRP
Principal
Berry, Dunn, McNeil & Parker, LLC
617.438.9272 |
lparadis@berrydunn.com

A handwritten signature in black ink, appearing to read 'Nikki Ginger'.

Nikki Ginger, MAEA, CPRE, SHRM-SCP
Manager, Project Manager
Berry, Dunn, McNeil & Parker, LLC
312.371.6558 |
nikki.ginger@berrydunn.com



PROPOSED SERVICES

Based on our conversation, we have drafted the scope of work below.

Discovery

Initial Planning Call. BerryDunn will schedule and facilitate an initial planning call with District leadership to confirm overall project approach, establish lines of communication, review the scope of work and deliverables, and clarify roles and responsibilities.

Conduct Virtual Check-in Meetings every other month. BerryDunn will facilitate 30-minute check-in meetings with District leadership every other month (for a total of 6 check-ins) to review progress, discuss any emerging issues, and ensure alignment with goals and timelines. The goal of this check-in is to maintain a collaborative working relationship, keep the project on track, and make any necessary adjustments to the schedule as the project evolves.

Strategic Plan Support

Action Plan Tracker Training: BerryDunn will conduct a follow-up Action Plan Tracker Training with the District's assigned lead. During this session, we'll further review the Action Plan Tracker that was previously introduced, answer any questions the District may have, and make any customizations to the workbook. This session can be held the same day as the All-Staff workshop or as a virtual meeting.

All Staff Kick—Off: BerryDunn will develop and facilitate a 60-minute kick-off workshop with all District staff on January 23, 2026. This workshop will include an overview of the Strategic Plan development process, including the new mission, vision and values, and activities to help staff connect their role with District themes, objectives and initiatives. Initial tactics will also be reviewed.

Quarterly Check-ins: BerryDunn will lead 60-minute in person check-in meetings with WPD charter teams. Dates and times will be finalized with WPD but are tentatively scheduled for the following:

- Week of February 9, 2026
- Week of May 18, 2026
- Week of August 3, 2026
- Week of November 9, 2026

To encourage knowledge sharing within each objective, charter teams working on initiatives under the same objective will convene together. For instance, those charter teams that are focused on the following initiatives would attend the same meeting.

- Implement a process to address needs identified through the Community Needs Survey and community engagement efforts as part of the Strategic Plan
- Create an internal strategy to enhance offerings to underserved community members, including those on the sensory disorder spectrum, adults, and those without children

To reduce costs, when possible, meetings with different charter teams will be scheduled the same day.

FEE PROPOSAL

Table 1 presents our proposed costs for completing the District's requested scope of work. We propose a firm, fixed fee inclusive of all time, materials, and travel. We are happy to adapt our approach based on budgetary needs.

These costs were developed based on the following factors:

- Our detailed work plan narrative presented in our proposal.
- Our staffing plan and resource allocation, which provides the District with the appropriate number of resources and the ideal level of expertise to complete the tasks defined in the scope of work.
- Our experience conducting projects of similar scope and size.

Table 1: Proposed Costs by Phase

PHASE	COSTS
All Staff Kick-off	\$3,261
Quarterly Check-ins with Charter Groups	\$3,978
Project Management	\$5,603
Total Cost	\$12,842

original Agreement
and Summary Report

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made this 18th day of December, 2024, by and between the Wheaton Park District, an Illinois Park District, with its principal place of business at 102 East Wesley Street, Wheaton, IL 60187 ("Park District"), and Berry, Dunn, McNeil & Parker, LLC an Maine limited liability company, with its principal place of business at 2211 Congress Street, Portland, Maine 04102 ("BerryDunn" or "Consultant"). Park District and Consultant are hereinafter sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Park District desires Consultant to perform certain services (the "Services") for the Park District in connection with the Park District's strategic plan and community needs assessment (the "Project"), as detailed in this Agreement; and

WHEREAS, the Park District wishes to retain Consultant and Consultant wishes to provide the services to the Park District described hereunder based on the terms and conditions set forth in this Agreement.

WITNESSETH

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and Consultant agree as follows:

1. Consulting Services. The Park District hereby hires Consultant and Consultant hereby agrees to provide Services (as hereinafter defined), upon and subject to the terms and conditions set forth in this Agreement and the Request for Proposal attached hereto as Exhibit A.

2. Services. Services ("Services") the proposal for services is attached hereto as Exhibit B and include the following:

a. Initial Assessment. Consultant shall, in conjunction with the Park District and Wheaton Park District staff teams, (i) conduct initial project planning, (ii) develop a project work plan and schedule to outline communication and scope, (iii) request data and conduct a data review, (iv) facilitate a kickoff meeting, and (v) conduct status update meetings.

b. Public & Stakeholder Engagement. Consultant will, in conjunction with the Park District and Wheaton Park District staff teams, (i) create a detailed engagement strategy to reach a broader section of community members, (ii) facilitate focus groups to gather information related to needs and interests, (iii) facilitate pop-up events should the Park District desire a more encompassing community engagement approach, and (iv) conduct a community attitude and

interest survey to reflect the quantitative needs of the community most accurately, (v) develop a project website and engagement portal to give community members an opportunity to provide feedback, and (vi) prepare an engagement feedback summary.

c. Strategic Plan Development. Consultant will work to (i) facilitate mission, vision, and core values workshop to begin developing the strategic plan, (ii) facilitate a strategy development workshop, (iii) facilitate a strategy refinement workshop, and (iv) develop an action plan.

d. Finalization. Consultant will (i) prepare and deliver a draft plan documenting any changes to the District's mission, vision, values, as well as new strategic goals, objectives, initiatives, and performance measures, (ii) deliver a presentation to District leadership, (iii) finalize the plan, (iv) and present the final action plan and strategic plan to the Board of Commissioners.

e. Geographic Scope. The scope of the Services will focus on the geographical region of Wheaton Illinois and the boundaries of the Wheaton Park District.

3. Performance of Work. Consultant agrees to perform faithfully, industriously, and to the best of Consultant's ability, experience, and talents, in accordance with generally accepted standards of professional skill and care among recognized industry professionals engaged in similar services, all the Services or as otherwise required by the express and implicit terms of this Agreement, to the reasonable satisfaction of the Park District. Consultant shall perform all its duties hereunder according to the Park District's requirements and procedures and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

4. Payment for Services.

a. Comprehensive Engagement. The Park District agrees to compensate Consultant for providing the Services in the total not-to-exceed amount of Ninety Thousand Seven Hundred Sixty-Two and 00/100 Dollars (\$90,762.00) ("Consultant's Option 2 Fee").

b. Consultant shall invoice the Park District on the 15th of each month commencing January 15, 2025, for all Services provided by the Consultant to the Park District for the preceding month. Invoices are due upon receipt. Invoices shall be directed to the email address provided by the Park District.

5. Reimbursable Expenses. Consultant's Fee shall include an additional sum sufficient to compensate Consultant for reasonable out-of-pocket expenses actually incurred by Consultant in providing the Services contemplated by this Agreement which shall not exceed Three Thousand and 00/100 Dollars (\$3,000.00) annually (collectively, "Reimbursable Expenses"). Consultant shall not be entitled to any additional payment for expenses except upon receipt of prior written approval of the Park District. Consultant shall invoice the Park District on

the 15th of each month commencing January 15, 2025, for all incurred Reimbursable Expenses and such invoices shall be due upon receipt.

6. Additional Services. Except for this Agreement, there shall be no other basis for compensation for services or reimbursement for expenses rendered on behalf of the Project by Consultant ("Additional Services") unless otherwise mutually agreed upon by the Parties. In the event Additional Services are required, Consultant shall notify the Park District regarding the nature and extent of any said Additional Services. For any such Additional Services, the Park District and Consultant shall agree, in writing, on an appropriate fee. Consultant shall not perform any Additional Services unless approved in writing in advance by the Park District.

7. Term and Termination. This Agreement shall commence on January 1, 2025, or upon approval by the State of Illinois, whichever is later, and shall terminate on December 31, 2025 (the "Term"). This Agreement may be terminated or suspended by either Party, in whole or in part, for convenience and without cause upon thirty (30) days written notice. In the event of such termination, Consultant will be paid for all completed Services rendered to the date of termination, and upon such payment, all obligations of the Park District to Consultant under this Agreement shall cease.

8. Park District Responsibilities. The Park District agrees to provide all materials and other information necessary to or requested by Consultant, necessary for Consultant to complete the delivery of the Services by Consultant in a timely manner.

9. Designated Representatives. The Park District hereby designates Michael Benard as the Park District's representative ("Park District's Representative") for all matters for the Park District under this Agreement and with respect to the administration of this Agreement. The Park District's Representative shall be available to Consultant at all reasonable times for consultation with Consultant. Consultant shall confirm to the Park District in writing any decision made by the Park District's Representative. Consultant hereby designates Nikki Ginger as the Consultant's Representative ("Consultant's Representative") for all matters for Consultant under this Agreement and with respect to the Services to be performed by Consultant for the Park District. Consultant's Representative shall be available to the Park District at all reasonable times for consultation with the Park District's Representative. The Park District may conclusively rely on the decisions made by Consultant's Representative, including those which modify this Agreement. Either Party may change its Representative under this Agreement by giving notice to the other Party as provided hereunder.

10. Ownership of Instruments of Service. Any and all documents, including but not limited to, any plans, notes, analysis, computer-aided designs (CAD documents) in electronic format, and any other documents prepared by Consultant in any format in the performance of its Services under this Agreement ("Instruments of Service") is work done for hire and ownership of such Instruments of Service vests in the Park District. The Park District retains exclusive property rights including all common law, statutory, federal, and other reserved rights in the Instruments of Services, including copyrights.

11. Insurance. Consultant shall obtain and maintain:

a. Professional liability insurance with a limit of not less than \$1,000,000 for each wrongful act arising out of the performance or failure to perform professional services and \$1,000,000 aggregate.

b. If and as applicable, business auto insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Prior to beginning the Services, the Consultant shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option.

14. Indemnification.

Indemnification, Defense and Hold Harmless.

a. To the fullest extent permitted by law, Consultant, its officers, directors, employees, volunteers and agents shall defend, indemnify and hold harmless the Park District and its officials, officers, employees, volunteers and agents ("Park District Parties") from and against claims, suits, damages, causes of action, judgment, losses, costs and expenses, ("Expenses"), arising out of or resulting from Consultant's and Consultant's subconsultants performance of the Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and (ii) to the extent caused by any wrongful or negligent act or omission of Consultant, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent it is caused in whole or in part by the Park District. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Consultant shall similarly protect, indemnify and hold and save harmless: (i) the Park District and its officials, officers, employees, volunteers and agents against and from claims, costs, causes, actions and expenses, incurred by reason of the Consultant's breach of its obligations under, or the Consultant's default of, the provisions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Consultant shall have no obligation to defend, indemnify and hold harmless the Park District Parties, or any other party for Expenses associated with any claim or suit

currently or subsequently filed against the Park District, or any of the Park District Parties related to this Agreement, except to the extent caused in whole or in part by any act, omission, wrongful act, or negligence of Consultant.

b. Park District shall defend, indemnify and hold harmless Consultant, its owners, directors, officers and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable legal fees (attorney's and paralegals' fees and court costs), arising from any act, omission, wrongful act or negligence of Park District or any of Park District's officials, officers, agents, or employees. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Notwithstanding the foregoing, Park District's obligations to defend, indemnify and hold harmless shall not extend to any act, omission, wrongful act, or negligence of Consultant.

c. Notwithstanding anything to the contrary contained in this Agreement, the provisions of Section 12 of this Agreement shall survive the term and termination of this Agreement.

13. Independent Contractor. The relationship between Consultant and the Park District is that of an independent contractor. Consultant shall supply all personnel, equipment, materials, and supplies at its own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall it represent itself as employees, partners, or joint venturers of the Park District. Consultant is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

14. No Third-Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

15. Laws, Permits, Approvals and Licenses. Consultant shall comply with all applicable codes, laws, ordinances, rules, and regulations of the City of Wheaton, DuPage County, the State of Illinois, and the Federal Government. Consultant shall, at its sole cost and obligation, be responsible for obtaining all permits and licenses required to perform its duties under this Agreement.

16. Choice of Law and Venue. This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

17. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of either Party to enforce the provisions of this Agreement, or to require performance by the other Party of any of the provisions this Agreement, shall not be construed as a waiver of such provisions or affect the right of that Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

18. Non-Assignment. This Agreement is non-assignable in whole or in part by Consultant and any assignment shall be void without prior written consent of the Park District.

19. Entire Agreement. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding.

20. Amendment. No amendment or modification shall be made to this Agreement unless it is in writing and signed by both Parties.

21. Headings. The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit, or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

22. Notice. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by email, or deposited in the United States mail, with postage thereon prepaid, addressed to the other Party at the following addresses:

If to Park District: Wheaton Park District
Attn: Michael Benard
102 East Wesley Street
Wheaton, IL 60187
Email: mbenard@wheatonparks.org

If to Consultant: Berry, Dunn, McNeil & Parker, LLC
Attn: Nikki Ginger
2211 Congress Street
Portland, ME 04102
Email:

23. Severability. The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.


24. Conflict of Interest. Consultant represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of Consultant or this Agreement; (2) as of the date of this Agreement neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

25. Non-Discrimination. In all hiring or employment by Consultant pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Consultant agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

IN WITNESS WHERE OF the Parties hereto have set their respective hands and seals the day and year first above written.

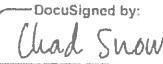
WHEATON PARK DISTRICT

By:


Title: Executive Director

Berry, Dunn, McNeil & Parker, LLC

By:

DocuSigned by:

F5026798C05647D
Title: _____



TO: Board of Commissioners
FROM: Vicki Beyer, Director of Recreation
THROUGH: Michael Benard, Executive Director
RE: Strategic Plan/Community Attitude and Interest Survey
DATE: December 18, 2024

SUMMARY:

The district's latest Strategic Plan concluded at the end of 2019. To ensure we are positioned for continued success and alignment with our mission, vision, and values, it is essential to engage a skilled consultant who can provide expertise in strategic planning, facilitate stakeholder engagement, and deliver a comprehensive and actionable plan.

Staff released a Request for Proposal (RFP) for selecting a consultant to assist in the development of the district's new Strategic Plan and Community Attitude and Interest Survey on September 23, 2024. Two proposals were received by October 25, 2024, deadline.

BerryDunn

ITEM	ASSOCIATED COST
Plan development & engagement	\$61,332
Statistically valid survey (detailed)	\$29,430
TOTAL	\$90,762

Public Communications Inc.

ITEM	ASSOCIATED COST
Plan development & engagement	\$61,000
Statistically valid survey (detailed)	\$29,430
TOTAL	\$90,430

PREVIOUS COMMITTEE/BOARD ACTION:

On September 18, 2024, The Board of Commissioners approved staff submitting a Request for Proposal (RFP) for selecting a consultant to assist in the development of our new Strategic Plan and Community Attitude and Interest Survey.

REVENUE OR FUNDING IMPLICATIONS:

Funds for the strategic plan development and community attitude and interest survey have been budgeted for in fiscal year 2025.

LEGAL REVIEW:

Professional Special Services are exempt from the formal bidding process.

ATTACHMENTS:

Proposals from Berry Dunn and Public Communications Inc.

RECOMMENDATION:

It is recommended that the Wheaton Park District Board of Commissioners accept the proposal from BerryDunn to provide professional consulting services to develop the district's three-five-year comprehensive strategic plan. BerryDunn has a long history of serving clients like the Wheaton Park District on similar initiatives. They have conducted more than 26 relevant projects in Illinois including the Illinois Park & Recreation Association, Western DuPage Special Recreation Association, and Elmhurst and Lombard Park Districts. Additionally, BerryDunn will subcontract a Qity Research & Insights Inc. to conduct a detailed Community Attitude and Interest Survey and provide a full report on survey findings.