GOVERNMENT RELATIONS SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 15th day of March, 2023 by and between Government Navigation Group, Inc. ("GNG") with offices at 227. W. Monroe, #2100 Chicago, Illinois 60606 and Wheaton Park District ("Park District") with its principal office at 102 E. Wesley Street, Wheaton, Illinois, 60187 For purposes of this Agreement, GNG and Park District may also be referred to individually as a "Party" or together as the "Parties."

RECITALS

WHEREAS, Park District wishes to retain GNG to assist Park District in securing government funds in support of Park District's government purposes and to perform certain other government relations services to promote the business, services, reputation and interests of Park District as may be requested by Park District (collectively, the "Services"), on and subject to the terms and conditions of this Agreement; and

WHEREAS, GNG has represented to Park District that it is qualified and capable to perform and is willing perform the Services for Park District in the State of Illinois;

NOW, THEREFORE, in consideration of the payments to be made to GNG as provided herein, and in consideration of the mutual agreements and covenants contained herein, Park District and GNG agree as follows:

1. Incorporation of Recitals and Term.

The Recitals are hereby incorporated in and made a part of the agreement of the Parties.

The term of this Agreement shall commence on January1, 2023 and unless sooner terminated in accordance with the provisions of this Agreement, shall remain in effect through December 31, 2023 (the "Term").

Expiration or early termination of the Term shall not terminate any obligations of the Parties that accrued prior to termination and continue after termination, including but not limited to, those obligations set forth in Sections 5, 6, and 7, and shall in no way be deemed to be construed as a restriction, limitation, or waiver of either Party's rights to pursue any additional available remedy at law or equity.

2. Services

Park District hereby retains GNG and GNG hereby undertakes to exercise its best efforts to perform the Services.

The Services will be provided directly by GNG, or where appropriate, by individuals or entities retained by GNG that GNG knows to be qualified and competent to perform the Services which GNG assigns to them and which or who GNG believes will help to accomplish the Services (collectively, the "GNG subcontractors"). As between the Park District and GNG, GNG will be solely responsible for the actions of the GNG subcontractors and Park District shall not be responsible for any fees owed to outside individuals or entities, including GNG subcontractors, unless responsibility for payment of such amounts is pre-approved by Park District in writing. Furthermore, GNG represents that any individual or entity retained by GNG will be bound to the same obligations of GNG under this Agreement, including but not limited to the obligation of confidentiality.

GNG will identify any special restrictions, limitations or terms associated with each source of funds which it advises Park District may be available for its use in support of its government functions.

All substantive written communications to funding sources on behalf of Park District will be submitted to Park District's Executive Director for review and approval prior to submission to the appropriate governmental body or agency.

Services shall at all times be coordinated with the Park District's Executive Director in such a fashion that he is aware of intended activities to be undertaken by GNG prior to their being performed, in the event, for whatever reason, he determines that such planned activity is not in the best interests of Park District.

Park District's Executive Director shall inform GNG promptly of any changes in previously communicated Services goals and objectives of Park District which might require modification of Services or their performance.

GNG understands and acknowledges that Park District lacks the specialized expertise to perform the Services on its own behalf and that it is relying on the expertise of GNG to properly perform the Services in the best interests of Park District. Accordingly, GNG shall inform Park District immediately if GNG believes any request or direction given by Park District in connection with the Services is contrary to laws, rules or regulations to which GNG or the Services are subject or which in GNG's opinion are otherwise not in the Park District's best interests.

3. Compensation and Expenses

For and in consideration of GNG's performance of Services in accordance with the terms and conditions of this Agreement, Park District shall pay GNG a retainer at the rate of $4,000 per month for the period beginning January 1, 2023 and ending December 31, 2023.

If GNG determines that there is a need to incur additional costs and expenses in the performances of Services hereunder, then in that event, Park District shall reimburse GNG for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by the Executive Director of Park District prior to the time such additional costs or expenses are incurred. GNG will provide a detailed accounting of all such additional costs and expenses.

4. Payment Terms/Late Payment

Payment to GNG in accordance with the above payment schedule shall be paid by Park District in accordance with the Illinois Local Government Prompt Payment Act. All billing statements will include a reasonably detailed description of the Services to which the bill relates and the name(s) and position(s) of the persons performing the Services, as well as a reasonably detailed description of the expenses incurred and copies of third party invoices and receipts, as applicable, pertaining to such expenses.

5. Compliance with State and Federal Laws

In rendering Services on behalf of Park District, GNG shall comply fully with all federal, state, and local laws, rules and regulations applicable to the Services and the performance thereof and agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions, and requests of any federal, state, or local governmental or judicial body, agency, or official (collectively "legal requirements") pertaining or related to this Agreement or the performance of the Services. GNG possesses and shall maintain during the term of this Agreement, all registrations and licenses required for the performance of the Services and shall notify Park District immediately in the event any claim is made, proceeding brought or action taken against GNG alleging non-compliance with any legal requirements. Park District in its sole discretion may suspend or terminate this Agreement immediately upon written notice to GNG in the event Park District receives information from any credible source that GNG may not be in compliance with legal requirements. Park District shall also comply fully with all legal requirements associated with its performance of its obligations under this Agreement.

6. Indemnification

GNG will assume full responsibility for and shall indemnify and hold harmless Park District and its elected and appointed officials, officers, employees, and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from any negligence or wrongful or willful misconduct on the part of GNG or on the part of any of the GNG subcontractors or any breach by GNG or any of the GNG subcontractors of any of its obligations under, or of the terms and provisions of, this Agreement.

To the extent permitted by Law, Park District will assume full responsibility for and shall indemnify and hold harmless GNG and its subsidiaries and their directors, officers, GNG subcontractors, employees and agents, from and against any and all losses, claims, liabilities, penalties, fines, causes of action, damages, costs and expenses (including reasonable attorney's fees and expenses) arising out of or resulting from Park District's sole gross negligence or willful and wanton misconduct, or any breach by Park District of any of its obligations under, or any of the terms and provisions of this Agreement.

7. Confidentiality

In rendering Services pursuant to this Agreement, GNG, the GNG subcontractors and its and their associates and employees may acquire or be exposed to confidential information or trade secrets concerning the business and operations of Park District or its affiliates. GNG agrees to treat and maintain all such information and data as Park District confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to in advance and in writing by Park District. The confidentiality obligations hereunder shall not extend to: (i) Confidential information already in the possession of GNG without any obligation of confidentiality; (ii) Confidential information already in the public domain; or (iii) Confidential information independently received by GNG without any obligations of confidentiality. The obligations of GNG contained in this Paragraph shall ensure that any employees, agents, or subcontractors of GNG who have access or exposure to the aforesaid information shall be bound by these obligations of confidentiality.

8. Independent Contractor.

Park District is not an employer or joint venturer of GNG. In all matters relating to this Agreement, GNG shall be acting as an independent contractor. Park District shall not withhold from the compensation paid to GNG any taxes or other items due to be paid by GNG. At the end of the calendar year, Park District shall file the necessary Information Returns (U.S. IRS form 1099) with respect to the compensation paid to GNG.

9. Termination

In addition to its right to terminate early under any other provision of this Agreement, either Party may terminate this Agreement at any time upon at least thirty (30) days prior written notice to the other Party, provided that if GNG has commenced but not completed certain Services for which it has received payment, GNG shall not terminate this Agreement prior to the completion of such Services without Park District's written consent. Either Party may terminate this Agreement immediately upon written notice to the other Party the event of a breach by the other Party of any of its obligations under this Agreement.

Upon the expiration of this Agreement or upon the effective date of early termination of this Agreement, all obligations of the Parties under this Agreement shall cease, with the exception that (i) Park District shall remain liable to GNG for payment of all retainer amounts that were or would become due and owing to GNG for Services properly rendered in accordance with this Agreement through the month the termination is effective, and (ii) GNG shall remain responsible to Park District for the provision of such Services for which it has received payment in accordance with this Agreement, and also with the exception of such other obligations which by the specific terms of this Agreement continue after termination of the Agreement, including those set forth in paragraphs 6, 7 and 8.

10. Non-Assignment

This Agreement shall be personal to the Parties and no Party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder, and any such transfer, assignment, or delegation shall by void and of no effect. This Paragraph shall not apply to GNG' use of sub-contractors noted above.

11. Entire Agreement; Amendments, Etc.

This Agreement, including the Recitals, contains the entire agreement and understanding of the Parties, and supersedes all prior agreements and understandings relating to the subject matter of this Agreement. No modification or waiver of this Agreement shall be effective unless the modification or waiver shall be in writing, signed by both Parties to the Agreement. Any waiver shall be effective only in the specific instance and/or the specific purpose for which given.

12. No Waiver

No failure or delay on the part of either GNG or Park District in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy. The exercise of any such right or remedy shall not preclude any other exercise of any right or remedy under this Agreement. Nothing contained in this Agreement shall act as a waiver by the Park District of its rights, defenses and immunities provided at law or in

equity including but not limited to those contained in the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

13. Compliance and Headings

The headings in this Agreement are for convenience and reference only.

14. Limitation on Damages

Neither Party shall be liable to the other for any punitive, special or exemplary damages.

15. Governing Law

The Parties agree that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Illinois.

16. Counterparts

This Agreement may be signed in one or more counterparts, all of which together will constitute one and the same instrument.

17. 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
102 E. Wesley Street
Wheaton, IL 60187
Attn: Michael J. Benard, Executive Director
Email: mbenard@wheatonparks.org

If to GNG: Government Navigation Group, Inc.
227. W. Monroe, #2100
Chicago, Illinois 60606
Attn: Paul Rosenfeld
Email: Paul@govnavigationgroup.com

18. Conflict of Interest

GNG represents and certifies that, to the best of its knowledge, (1) no Park District employee or agent is interested in the business of GNG or this Agreement; (2) as

of the date of this Agreement neither GNG nor any person employed or associated with GNG has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither GNG nor any person employed by or associated with GNG 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.

19. No Collusion

GNG represents and certifies that (1) GNG is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless GNG is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; (2) only persons, firms, or corporations interested in this Agreement as principals have been those disclosed to the Park District prior to the execution of this Agreement; and (3) this Agreement is made by GNG without collusion with any other person, firm, or corporation. If at any time it shall be found that GNG during this Agreement, colluded with any other person, firm, or corporation, then GNG shall be liable to the Park District for all loss or damage that the Park District may suffer, and this Agreement shall, at the Park District's option, be null and void.

20. Sexual Harassment Policy/Non-Discrimination

GNG certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4). In all hiring or employment by GNG 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. GNG 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 THEREOF, the Parties have duly executed this Agreement as of the date first above written.

Government Navigation Group, Inc.

By: Paul Rosenfeld

As its: President

Wheaton Park District

By: _____

As Its: Executive Director