

**FUNDING AND REIMBURSEMENT AGREEMENT FOR CERTAIN WETLAND AND
STORMATER CONSULTING SERVICES BETWEEN THE WHEATON PARK DISTRICT AND
ROBERT R. MCCORMICK FOUNDATION**

THIS FUNDING AND REIMBURSEMENT AGREEMENT FOR CERTAIN WETLAND AND STORMATER CONSULTING SERVICES ("Agreement") is made this 5th day of June, 2026 (the "**Effective Date**"), by and between the **Wheaton Park District**, an Illinois park district and unit of local government ("**Park District**"), and **Robert R. McCormick Foundation**, an Illinois not-for-profit corporation ("**Foundation**"). Park District and Foundation are sometimes referred to herein, individually, as a "**Party**", or, collectively, as the "**Parties**".

Recitals:

WHEREAS, Park District owns, operates, and maintains certain real property located at 1720 Wiesbrook Rd S, Wheaton, IL 60189 commonly referred to as Atten Park ("**Atten Park**"); and

WHEREAS, Foundation owns, operates, and maintains certain real property located 27w071 Mack Rd, Wheaton, IL 60189, commonly referred to as Cantigny Golf's Youth Links ("**Cantigny Golf's Youth Links**"); and

WHEREAS, Atten Park is located directly to the east of Cantigny Golf's Youth Links, and is separated by Springbrook Creek ("**Springbrook Creek**"); and

WHEREAS, portions of Springbrook Creek separating Atten Park from Cantigny Golf's Youth Links require certain stabilization and restoration work (the "**Stabilization and Restoration Work**"); and

WHEREAS, Park District intends to submit a Section 319 grant application with the U.S. Environmental Protection Agency to help fund portions of the Stabilization and Restoration Work; and

WHEREAS, Park District's grant application will be more competitive if the necessary engineering work for the Stabilization and Restoration Work is completed prior to submission of the grant application; and

WHEREAS, based on their shared interests in maintaining Springbrook Creek, the Parties desire to collaborate on the funding for the necessary wetland and stormwater consulting and engineering services necessary to support the Stabilization and Restoration Work (herein, the "**Engineering Services**"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Park District and Foundation, the Parties hereby agree as follows.

1. **ENGINEERING SERVICES.** Park District received a proposal from Hey and Associates Inc. (the "**Engineer**") for the Engineering Services (the "**Engineering Services Proposal**"), a copy of which Engineering Services Proposal is attached hereto as Exhibit A and incorporated herein by reference.

2. **FUNDING.** The Parties desire to jointly fund the costs and expenses necessary to complete Tasks 1 through 7, inclusive, identified in the Engineering Services Proposal (collectively, the "**Approved Engineering Services Tasks**"). The Approved Engineering Services Tasks were quoted at the not to exceed price of Eighty-Eight Thousand Twenty and No/100 Dollars (\$88,020.00). Foundation hereby agrees to pay or reimburse Park District for fifty percent (50%) of the costs and expenses

necessary to complete the Approved Engineering Services Tasks, up to a maximum of Forty-Four Thousand Ten and No/100 Dollars (\$44,010.00) (the "**Foundation Funding Contribution**"), and Park District shall be responsible for the balance of such costs and expenses necessary to complete the Approved Engineering Services Tasks. In the event that the total costs and expenses necessary to complete the Approved Engineering Services Tasks exceed Eighty-Eight Thousand Twenty and No/100 Dollars (\$88,020.00), the Parties shall discuss the additional costs and expenses and shall agree on their respective responsibilities for payment of the additional sums prior to incurring the same. Park District shall provide Foundation with copies of invoices Park District receives for the Approved Engineering Services Tasks and evidence that Park District has paid the invoice(s). Foundation shall reimburse Park District for Foundation Funding Contribution within thirty (30) days of Park District's providing the invoice(s) therefor to Foundation.

3. **ENGINEERING SERVICES IMPLEMENTATION.** Park District shall be responsible for managing the Engineering Services to be performed by the Engineer, including the Approved Engineering Services Tasks, and shall contract directly with the Engineer with respect thereto. Park District shall maintain appropriate records related to the Engineering Services, including the Approved Engineering Services Tasks, and shall provide copies of all relevant documents to Foundation upon request.

4. **DURATION; TERMINATION.** This Agreement shall commence upon the Effective Date and shall expire upon the earlier of: (i) Park District's receipt of payment in full of Foundation Funding Contribution; or (ii) notice of default to the defaulting Party for a violation or breach of the terms and conditions of this Agreement and the continuation of such violation or breach for a period of ten (10) days after written notice thereof is given by the non-defaulting Party to the defaulting Party (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period, the defaulting Party shall be deemed to have cured same upon completion of the corrective action if, within said ten (10) day period, the defaulting Party commences and diligently and continuously pursues such cure and thereafter completes same within such time as is reasonable under the circumstances).

5. **NO WAIVER.** The waiver by Park District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The acceptance of any payment by Park District shall not be deemed to constitute a waiver of any prior occurring breach or default by Foundation of any provision of this Agreement regardless of the knowledge of Park District of such breach or default at the time of its acceptance of such payment.

6. **NO THIRD-PARTY BENEFICIARY.** This Agreement is entered into solely for the benefit of Park District and Foundation, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a Party to this Agreement.

7. **ENTIRE AGREEMENT/MODIFICATION/ AGREEMENT CONSTRUCTION/ NON-ASSIGNMENT.** This Agreement is the entire understanding and agreement of the Parties with respect to the subject matter herein contained and supersedes all prior and contemporaneous agreements with respect to said subject matter, oral or written. This Agreement may be modified only in writing signed by both Parties. The rule of contract law that any ambiguity in an agreement shall be construed against the Party drafting the Agreement shall not be applicable to construction of this Agreement as the Parties acknowledge that they have been represented by counsel in regard to the negotiation and finalizing of this Agreement. This Agreement is non-assignable, in whole or in part, by either Party, and any assignment shall be void without the prior written consent of the other Party.

8. GOVERNING LAW. This Agreement shall be governed by and its provisions construed in accordance with the laws of the State of Illinois.

9. SEVERABILITY. A final determination by a court of competent jurisdiction that any provision of this Agreement is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and given to the following addresses (notice to be deemed given when (a) personally delivered (or when personal delivery is refused), (b) one (1) business day after deposit with a nationally-recognized commercial overnight delivery service, or (c) three (3) business days after being sent via U.S. registered or certified mail, proper postage prepaid and return receipt requested) or to such other or further addresses as the Parties may hereafter designate by like written notice similarly sent:

If to Park District:

Wheaton Park District
102 E. Wesley Street
Wheaton, IL 60067
Attn: Executive Director

If to Foundation:

Robert R. McCormick Foundation
1 South 151 Winfield Rd
Wheaton, IL 60189

11. NO WAIVER OF TORT IMMUNITY. Nothing contained herein shall constitute a waiver by Park District of any right, privilege, or defense which it has under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

12. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations to the extent that the same relate to the subject matter of this Agreement.

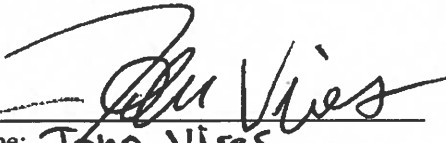
13. HEADINGS. The headings herein contained are for convenience and reference only and are not intended to limit the scope of any section.

[SIGNATURE PAGE FOLLOWS]

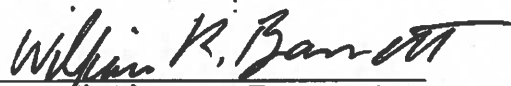
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PARK DISTRICT:

Wheaton Park District, an Illinois park district
and unit of local government

By: 
Name: John Vires
Title: President

Attest:

By: 
Name: William Barrett
Title: Vice President

FOUNDATION:

Robert R. McCormick Foundation, an
Illinois not-for-profit corporation

By: 
Name: MATE LAFOND
Title: Executive Director