

Vision96 LLC CLIENT SUPPORT AGREEMENT

Vision96, LLC (V96) is pleased to present this proposal to Wheaton Park District for technology and telecommunications consulting support. The primary objective of this support is to assist Wheaton Park District with technology expense reviews, technology cost reduction, technology and vendor selection.

A. Personnel. Vision96, LLC ("V96") will provide consulting support by various personnel as needed to accomplish agreed upon tasks for Client. Adam Nirenberg (Principal Consultant) is the assigned Project Manager for this support. He may be assisted by another staff member to ensure timely completion of all tasks assigned.

B. Scope of Work.

Specific tasks must be identified in writing using a work (task) order form which includes the work scope and the estimated maximum cost (i.e., cost cap). Before implementation of any specific tasks, V96 will work with Wheaton Park District to determine the complete scope of work. **V96 will not proceed with any task until Wheaton Park District provides written approval.**

C. Savings Not Guaranteed; Estimates. Although V96 does not guarantee savings, V96 will estimate (but such estimates do not become guarantees) savings when applicable and other benefits to client for all actions recommended. V96 will provide Wheaton Park District with a "cost savings/credits" summary periodically (e.g., quarterly) or on an "as needed" basis.

D. Signatures. For purposes of this Agreement [including Exhibit(s), modifications, work (task) orders, waivers, termination notices, and other documents related to this Agreement], a facsimile signature shall suffice, and facsimiles and e-mails that clearly identify the sender shall be treated as if original documents signed by hand.

E. Entire Agreement; Modifications; Waivers; Etc. All prior and/or contemporaneous agreements, understandings, and/or representations—whether oral and/or written—are merged into this Agreement (along with any attached Exhibit(s) thereto signed by both parties). Such Agreement and such attached, signed Exhibit(s) shall be collectively referred to in this paragraph as "The Contract". If not expressly set forth in The Contract, no course of dealing, usage of trade, and/or course of performance shall be interpreted as contradicting any term of The Contract. Neither The Contract nor any provision thereof may be waived, modified, amended, discharged, and/or terminated except by a written instrument signed by the Party against whom the enforcement of such waiver, modification, amendment, discharge, and/or termination is sought and then only to the extent set forth in such instrument. Unless done in such a signed writing, such waiver, modification, amendment, discharge, and/or termination shall be utterly void. The Contract represents the entire agreement and/or understanding between the parties hereto with respect to the subject matter of The Contract and supersedes all other prior and/or contemporaneous agreements and/or understandings, written and/or verbal, that the parties hereto may have had. No other restrictions, statements, promises, obligations, assurances, representations, warranties, terms, conditions, covenants, and/or undertakings (other than those expressly set forth or referred to in The Contract) exist between the parties that affect The Contract.

Submitted: Vision96, LLC

By:

Adam Nirenberg, President, as its agent

3/18/15
Date Signed

Approved: Wheaton Park District

By:

Mike Benard, as its agent

3/18/15
Date Signed

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Vision96, LLC. ("V96") will provide consulting support to Wheaton Park District ("Client") on a Time and Materials basis. The hourly rates are:

- Principal Consultant - \$150/hour
- Senior Consultant - \$100/hour
- Consultant - \$85/hour
- Associate Consultant - \$70/hour
- Data Input - \$25/hour

1. Personnel; Invoices: As necessary, V96 will provide a blend of personnel to meet task objectives and to minimize the potential cost to Client of any large/complex tasks. V96 will provide invoices on a monthly basis. Payment terms are net 30 days.

2. Travel; Support: V96 will charge, at cost, for any "project associated" travel (including travel, meals, and lodging) to locations outside of the Chicago area.

3. Savings, Credits & Refunds: If V96 identifies any savings, credits and/or refunds not previously expressly identified in writing or obtained by Client shall pay V96 a 50% fee for procurement of each credit, refund and/or identified savings. Savings can constitute but not limited to invoicing or contractual inconsistencies and errors.

4. Exhibits: Additional terms and conditions, if any, are on any Exhibit(s) attached hereto and signed by both parties. If any inconsistency exists between what is contained in this Agreement and what is contained on such Exhibit(s), such Exhibit(s) supersede what is contained in this Agreement.

5. Duration: This Agreement is valid until terminated by either party upon providing written notice to the other party. However, Client will pay V96 for work done prior to such termination.

6. Confidentiality and Cooperation: V96 and Client agree to maintain in strict confidence all information received concerning its business practices. Client shall provide to V96 all information necessary for V96 to perform its work.

7. Miscellaneous: The undersigned persons warrant that this Agreement contains the related party's correct legal name and that the undersigned persons read, understood, agreed to its terms, and have the authority to sign this Agreement on behalf of such parties. This Agreement shall apply to Client's successors and/or assigns. All modifications hereto must be in writing and signed by both parties. Receipt of a facsimile copy of either party's signature shall be treated as an original for all purposes. E-mails that clearly identify the sender shall be treated as original documents signed by hand. Captions are for convenience only. Illinois law—other than for choice of law, which shall not be used to impose the law of any state other than Illinois—governs this Agreement and its interpretation.