

RESOLUTION 2016-09 Approved: June 7, 2016

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO APPROVE AN AGREEMENT WITH KRUEGER AND ASSOCIATES, LTD.

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, Village has determined that it is to its advantage and best interest of the Village to avail itself of the accounting services of Krueger & Associates in connection with its financial affairs; and,

WHEREAS, Krueger & Associates, LTD., is desirous of performing accounting services for the Village; and,

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees for the Village of Maple Park, DeKalb and Kane Counties, Illinois, as follows:

- Section 1.** Krueger is an Illinois Limited Corporation engaged in the business of providing accounting, tax and business advisory services as an independent contractor to individuals and corporations.
- Section 2.** The Village of Maple Park has the authority to retain professional consultants for various services, but not limited to accounting services.
- Section 3.** This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on June 7, 2016.

Ayes: Dries, Goucher, Dalton, Higgins, Borg

Nays: None

Absent: None



Kathleen Curtis

Kathleen Curtis, Village President

ATTEST:

Elizabeth E. Peerboom
Elizabeth Peerboom, Village Clerk

**AGREEMENT FOR ACCOUNTING SERVICES BETWEEN
THE VILLAGE OF MAPLE PARK AND KRUEGER AND ASSOCIATES, LTD.**

This Agreement is entered into this 1st day of June, 2016, between the Village of Maple Park, Illinois, an Illinois Municipal Corporation, 302 Willow Street Maple Park, IL 60151 (hereinafter referred to as "Village") and Krueger and Associates, Ltd. Tax & Business Advisory, Inc., an Illinois Limited Corporation, 103 N. State Street P.O. Box 404, Hampshire, IL 60140 (hereinafter referred to as "Krueger").

RECITALS

1. The Village is an Illinois Municipal Corporation situated in Kane County, Illinois.
2. Krueger is an Illinois Limited Corporation engaged in the business of providing accounting, tax and business advisory services as an independent contractor to individuals and corporations.
3. The Village has the authority to retain professional consultants for various services, including, but not limited accounting services.

The Village wishes to retain the services of Krueger and Krueger wishes to provide services to the Village as hereinafter described upon the terms and conditions set forth below.

IT IS THEREFORE AGREED BY THE VILLAGE AND KRUEGER AS FOLLOWS:

1. APPOINTMENT.

- a. The Village hereby appoints Krueger for professional accounting services.
- b. The appointee of Krueger is hereby appointed as the employee designated as the Village's part-time accountant for the purposes of carrying out the functions and obligations under this agreement.

2. RELATIONSHIP BETWEEN PARTIES.

Krueger is retained by the Village only for the purpose and to the extent set forth in this Agreement, and its relation to the Village during the period or periods of this Agreement shall be that of an Independent Contractor. Krueger shall be free to use such portion of its entire time, energy, and skill during regular business hours as it is not obligated to provide services to the Village in such manner as it sees fit and to such persons, firms, or corporations as it deems advisable. Krueger shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions of the Village pertaining to or in connection with any benefits, insurance, pension, bonus, profit-sharing, or similar benefits that may be provided to or available to employees of the Village. Krueger acknowledges that the Village shall not be responsible for withholding taxes, unemployment benefits, or other customary withholdings, and/or for any claims for workers compensation or unemployment benefits, for Krueger and/or any and all employees of Krueger.

3. SERVICES PROVIDED BY KRUEGER.

In consideration of the payment of the fees provided for in paragraph 4 of the Agreement, Krueger agrees to provide, on a timely basis, the following services:

- a. All professional accounting related services including, but not limited to, bank reconciliations, journal entries, accounts payable, accounts receivable, financial reporting, payroll, fund transfer, investment assistance, budget preparation, and audit preparation.
- b. Assistance with administration of other financial related programs such as the revolving loan fund, risk management, and health benefits administration.
- c. Attend scheduled regular or special Municipal meetings or other meetings only when requested by the Village Administrator.
- d. Assist in the preparation and filing of any reports, documents, resolutions or ordinances required by law to be prepared, filed, or adopted by the Village. Such as the annual appropriations ordinance, annual tax levy ordinance and treasurer's report.
- e. Provide such other related services as may be required of a municipal treasurer by law.
- f. Provide Water Billing Services as well as payroll services.

4. SERVICES PROVIDED BY VILLAGE.

The Village will provide Krueger for the duties described in Par. 3 above, an office and desktop computer, within the Municipal Facilities necessary and appropriate for the performance of services under this Agreement.

5. HOURS.

The Village will use Krueger on a weekly basis unless otherwise determined by the Village with consent from Krueger. The actual hours worked will be determined by mutual consent of the parties.

6. FEES.

- a. The Village shall pay Krueger \$2,500 per month for all services to be rendered to the village under this agreement.

7. TERM.

This agreement shall terminate on June 1, 2017 unless otherwise terminated under paragraph 8 hereafter.

8. TERMINATION.

This Agreement may be terminated by the Village or Krueger upon 60 days prior written notice to the other party. Unless there has been, and until the time of any such termination, this Agreement shall remain in full force and effect. Upon termination of this agreement Krueger shall immediately return and deliver to Village any and all Village accounting, financial, and other documents in Krueger's possession and control including any and all written, hard, or electronic communication and Krueger agrees to return first and subsequently purge any and all such communications immediately, whether or not said documents contain confidential information.

9. INDEMNIFICATIONS AND HOLD HARMLESS; WAIVER.

Krueger shall indemnify, defend and hold harmless the Village from any and all claims, demands, suits, judgments, and liabilities of any kind whatsoever, which may arise out of or result from the performance of its duties under this Agreement, other than any claim for payment for services rendered pursuant hereto. In addition, Krueger for itself and for any and all of its employees who may perform services hereunder waives any and all claims for unemployment benefits and/or claims for workers compensation benefits, insofar as any such claim or claims might otherwise be made or brought against the Village.

10. INSURANCE.

Krueger shall maintain policies of insurance for general liability, health, worker's compensation, accident and/or professional liability, as may be necessary or required by the Village in connection with the performance of Krueger's duties hereunder.

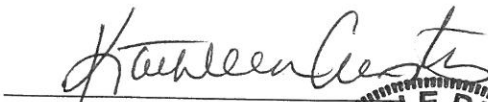
11. FEIN/SSN.

Krueger agrees and warrants that the following Federal Employer's Identification Number (FEIN") and/or Social Security Number ("SSN") is accurate, and that the Village may rely on the accuracy of this statement in reporting any compensation paid pursuant to the terms of this Agreement: FEIN 36-4546472.

12. GENERAL PROVISIONS.

- a. This Agreement and all the rights and obligations provided for hereunder may be assigned by Krueger only under the terms of this contract.
- b. The agreement shall be governed by the laws of the State of Illinois.
- c. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired there by. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

VILLAGE OF MAPLE PARK



Village President



KRUEGER & ASSOCIATES TAX
& BUSINESS ADVISORY, INC.



President