

VILLAGE OF STICKNEY, ILLINOIS
SERVICE AGREEMENT

This Service Agreement (the "Agreement"), entered into by and between the Village of Stickney, an Illinois municipality ("The Village"), with its principal place of business at 6533 Pershing Road, Stickney, IL 60402, and GW & Associates, P.C., (GWA) with office at 311 South Halsted , Chicago Heights, IL 60411.

WHEREAS, GWA provides staff augmentation consulting services related to finance and accounting services; and

WHEREAS, The Village wishes to have GWA supply consultants and staff with financial and accounting expertise (collectively, "Consultants") directly to The Village and GWA wishes to provide such Consultants to The Village.

NOW, THEREFORE, GWA and the Village, in consideration of the mutual promises contained herein and other good and valuable consideration given and received, agree as follows:

1. CONSULTANT SERVICES

1.1 During the Term of this Agreement, GWA agrees to supply Consultants, who shall in all cases be employees of GWA, to provide The Village those services set forth on Attachment A which is hereby made an integral part of the Agreement (the "Services").

1.2 Consultants will report to Mayor or designee.

1.3 Upon execution of this Agreement, GWA shall designate one of its Consultants as GWA's Finance Director of the Services (the "FA"). The FA shall be primarily responsible for communication with The Village management, as well as oversight of the finance office and management of technical issues. Within seven (7) days of the execution of this Agreement, GWA shall designate the FA.

2. PRICING, INVOICING AND PAYMENT TERMS

2.1 The Village will pay GWA for Services rendered by Consultants in accordance with the pricing set for in Attachment A. Requests for services and/or activities which are not set forth in the attachments shall be accompanied by a written description of the project and/or the type of services and activities needed by The Village ("work order"). GWA shall provide appropriate Consultants to staff work order requests at the request of The Village. Any such work order shall be in writing and signed and dated by the parties.

2.2 GWA will submit invoices to The Village on a monthly basis. The parties agree that they will comply with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* (the "Act"), and that the provisions of the Act will control with respect to any failure by The Village to pay in a timely manner.

Invoices shall be submitted for payment by mail delivery to:

The Village of Stickney
6533 Pershing Road
Stickney, IL 60402
Attn: Jeff Walik, Mayor

GWA shall report and pay the employee's share of applicable state and local taxes, federal taxes, workers compensation, FICA, federal unemployment insurance, and the like, with respect to all compensation received by GWA employees. GWA agrees to indemnify and hold harmless The Village against any liability for premiums, contributions or taxes payable under any worker's compensation, unemployment compensation, disability benefits, old age benefits or tax withholding laws with respect to any of the Consultants.

3. RESPONSIBILITIES OF GWA

3.1 GWA represents that it is and will be the employers of any Consultants it assigns to The Village.

3.2 Confidentiality: GWA acknowledges and agrees that certain information (including without limitation all proprietary information and trade secrets) of The Village regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by GWA whether during the term of this Agreement or at any time thereafter, except solely as required in the course of GWA performance of the Services hereunder. GWA shall comply with the applicable privacy laws and regulations affecting The Village and will not disclose any of The Village's records materials or other data to any third party, other than its attorneys or individuals with GWA related business entities who have a need to know and who agree in advance not to make further disclosure or unless required to do so by law.

3.3 Reports and information: As reasonably requested by The Village, but in no event more frequently than monthly, GWA will provide the Village with status reports of the Services rendered and work orders hereunder.

4. TERM AND TERMINATION

4.1 This Agreement shall be deemed to have commenced upon execution of this agreement and shall continue until April 30, 2021. (the "Term") or until terminated as hereinafter provided.

4.2 Termination

4.2.1 Both GWA and The Village shall have the right to immediately cancel this Agreement in whole without cause with 30 days written notice, other than The Village's failure to pay GWA invoices in accordance with the provisions of Section 2.

4.2.2 GWA shall have the right to immediately cancel this Agreement in whole in the event The Village fails to pay GWA invoices in accordance with the provisions of Section 2 by providing five business days written notice to The Village.

5. RELATIONSHIP OF THE PARTIES

At all times during the Term of this Agreement, GWA shall retain its independent status, and GWA and its Consultants are and shall at all-time be independent contractors to The Village. The consultants assigned to The Village under this agreement shall remain employees of GWA and shall not by reason of their assignment to The Village become employees of The Village.

Neither party to this Agreement shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, insurrection, fire, flood, tornado, natural calamity, strike or other labor activities, or because of any law or government regulations, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further on and use its best efforts to complete full performance of this Agreement when such causes are removed.

This Agreement and Attachment A constitute the entire Agreement between the parties, superseding any prior understanding, arrangements or agreements whether in writing or oral. This Agreement embodies the entire Agreement between the parties hereto. Any amendment or modification or other change in the provisions of this agreement must be made in writing and signed by both parties to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, to be effective as of the date first set forth above.

THE VILLAGE OF STICKNEY
An Illinois municipality

GW & Associates, P.C.
A Professional Corporation

By: _____

By: _____

Its: _____

Its: Partner _____

Date: _____

Date: _____

**VILLAGE OF STICKNEY, ILLINOIS
ATTACHMENT A
FINANCIAL SERVICE AGREEMENT**

Services to be Performed:

GWA as Finance Director for the Village will manage Village's finance personnel and assist in providing the following services:

- Budget preparation
- Bank reconciliations
- Reconciliation of other general ledger accounts
- Financial statement preparation
- Tax levy preparation
- Month and year end closing procedures
- Maintenance of capital asset records
- Manage Accounting, Payroll and Accounts payable personnel
- Cash flow management
- Presentations to Village Council
- General ledger maintenance
- Accounting research and guidance
- Work with External Auditors

The contractor shall ensure that all budgets, accounting and financial service timelines are monitored and reported to Village management.

2. Policy update

The Village Council routinely considers financial policies for adoption. The contractor shall participate in the creation, addition or modification to the existing documents and identify if there are any new policies that should be considered.

3. Pricing

GWA's fee for the services set forth herein for the term of the Agreement shall be \$9,000 per month commencing upon execution of agreement to April 30, 2021.