

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2018-105

AN ORDINANCE APPROVING A CONTRACT BETWEEN LAUTERBACH & AMEN, LLP
AND THE VILLAGE OF VERNON HILLS
FOR ACCOUNTING AND FINANCIAL OVERSIGHT SERVICES

THE 29th DAY OF MAY 2018

Published in pamphlet form by the Authority of the
President and Board of Trustees of the Village of
Vernon Hills, Lake County, Illinois, this
29th Day of May 2018

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE ORDINANCE NO. 2018-105 - AN ORDINANCE APPROVING A CONTRACT BETWEEN LAUTERBACH & AMEN, LLP AND THE VILLAGE OF VERNON HILLS FOR ACCOUNTING AND FINANCIAL OVERSIGHT SERVICES TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM MAY 30, 2018 TO JUNE 10, 2018.

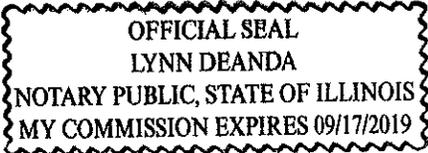


Mark Fleischhauer
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE
THIS 29th DAY OF MAY 2018



Notary Public



VILLAGE OF VERNON HILLS
ORDINANCE NO. 2018-105

AN ORDINANCE APPROVING A CONTRACT BETWEEN LAUTERBACH & AMEN, LLP
AND THE VILLAGE OF VERNON HILLS
FOR ACCOUNTING AND FINANCIAL OVERSIGHT SERVICES

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois (*"the Village"*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village of Vernon Hills desires to enter into a contract with Lauterbach & Amen, LLP (L&A) to provide accounting and financial oversight services on a temporary basis to fill the currently vacant role of Finance Director and Village Treasurer. L&A will further provide an assessment of Village financial policies and practices customarily used in governmental accounting and other analyses or assessments as the Village Board or Village Manager may request.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That the Village President is authorized to execute a Contract Between Village of Vernon Hills and Lauterbach & Amen, LLP, as attached as Exhibit A

SECTION 2: EFFECTIVE DATE: This Ordinance shall be in full force and effect from its passage and approval.

SECTION 3: ORDINANCE NUMBER: This Ordinance shall be known as Ordinance Number 2018-105.

Dated the 29th of May 2018

Adopted by roll call votes as follows:

AYES: 6 - Schultz, Marquardt, Koch, Oppenheim, Takaoka, Hebda

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None

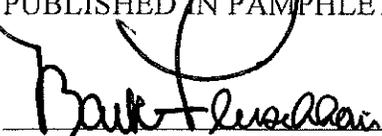


Roger L. Byrne, Village President

PASSED: 5/29/2018

APPROVED: 5/29/2018

PUBLISHED IN PAMPHLET FORM: 5/29/2018



Mark Fleischhauer, Village Clerk

**CONTRACT BETWEEN
VILLAGE OF VERNON HILLS
AND
LAUTERBACH & AMEN, LLP**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039 (hereafter "the Village") , and Lauterbach & Amen, LLP (hereafter "L&A") an Illinois Limited Liability Partnership, agree as follows:

1. **Scope of Services** L&A agrees to provide accounting and financial oversight services to the Village on a temporary basis to fill the currently vacant role of Finance Director and Village Treasurer (hereafter referred to as Accounting and Financial Services). L&A agrees to provide such staff as is reasonably necessary to accomplish all accounting and financial tasks required for day to day Village operations.
 - a. The parties to this Agreement understand and agree that L&A will not conduct an audit of the Village, but L&A will in its capacity as Interim Finance Director work with the Village's auditor to supply all necessary information as part of the audit process.
 - b. In addition to the services described above, L&A agrees to provide:
 - i. An assessment of Village financial policies and practices to ensure the Village employing polices and practices customarily used in governmental accounting; and
 - ii. To provide such other analyses or assessments as the Village Board or Village Manager may request.
2. **Association with Larry Nakrin.** As part of providing Accounting and Financial Services, L&A agrees to employ or otherwise utilize Mr. Larry Nakrin who previously served as Finance the primary responsibility for L&A's services will rest with Mr. Nathan Gaskill, a partner at L&A, who will serve as the primary contact with, and have primary responsibility for, providing the services to the Village required under this Agreement.
3. **Compensation & Billing.** The Village agrees to compensate L&A for its services rendered at the rates reflected in Exhibit A to this Agreement. L&A will submit invoices on a monthly basis providing a description of the time spent in sufficient detail to permit Village staff to identify any third party from which the Village may be entitled to seek reimbursement for any L&A fees and expenses which related to a matter or activity.
4. **No Employment Status** L&A agrees that nothing in this Agreement creates, or is intended to create, an employment relationship between the Village and any individual working for, or on behalf of, L&A in rendering services under this Agreement. All individuals performing services for the Village under this Agreement shall remain employees and/or independent contractors of L&A. L&A shall be responsible to pay any and all taxes resulting from this Agreement, including but not limited to payroll taxes, income taxes, Social Security, Medicare, sales tax and any other form of taxes arising out of this Agreement. L&A agrees to indemnify the Village for any and all liability in connection with any such taxes, the failure to collect or pay any taxes and/or for any taxes arising out of the services L&A provides under this Agreement

5. **Insurance.** L&A agrees to maintain the following types of insurance covering its employees, independent contractors and business activities in connection with the services it provides under this Agreement:

- a. Workers' Compensation insurance;
- b. Comprehensive General Liability insurance;
- c. Professional Liability insurance

6. **Other Matters.** L&A and the Village agree that any dispute arising under or out of this Agreement shall be commenced in the Circuit Court for the Nineteenth Judicial Circuit in Lake County, IL. This Agreement shall be interpreted under Illinois law.

ACCEPTED AND AGREED:

VILLAGE OF VERNON HILLS

LAUTERBACH & AMEN, LLP

By: *Roger By*

By: *Matthew J. Anfalli*

Its: Village President

Its: Partner



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 N. RIVER ROAD • NAPERVILLE, IL 60563

PHONE 630.393.1483 • FAX 630.393.2516

www.lauterbachamen.com

May 23, 2018

The Honorable Village President
Members of the Board of Trustees
Village of Vernon Hills, Illinois

We are pleased to confirm our understanding of the services we are to provide for the Village of Vernon Hills.

It is our understanding that Lauterbach & Amen, LLP will provide comprehensive finance department accounting assistance for the Village of Vernon Hills starting immediately upon Board approval. Such assistance will be billed at the rates noted below. If for any reason this arrangement becomes unacceptable, it can be terminated by either party with 30 days written notice.

	Hourly Rate
Senior Accountant	\$75
Larry Nakrin	\$78
Nathan Gaskill, Partner	\$125

These services cannot be relied upon to detect errors, irregularities, or illegal acts that may exist. However, we will inform you of any such matters that may come to our attention.

Please indicate your acceptance of the above understanding by signing below. If your needs change, the nature of our services can be adjusted accordingly.

Cordially,

LAUTERBACH & AMEN, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Village of Vernon Hills:

Accepted by:

Title: Village President