RESOLUTION NO. R-26-03

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH LAUTERBACH AND AMEN TO PROVIDE FINANCE DEPARTMENT SUPPORT SERVICES TO THE VILLAGE OF CAMPTON HILLS

WHEREAS, the Village of Campton Hills (the "Village") is a duly organized an existing municipal corporation created under the provisions of the laws of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, the Village desires to utilize the services of Lauterbach and Amen, a financial services consulting firm, to perform finance department support services for the Village; and

WHEREAS, desires to enter into an agreement with Lauterbach and Amen to provide such services (the "Agreement"); and

WHEREAS, the Village President and Board of Trustees have determined it is in the best interest of the Village to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAMPTON HILLS, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval of Agreement and Execution of Documents. The Village President and Board of Trustees hereby approve the Agreement, attached hereto as Exhibit A and incorporated herein, and further authorize and direct the Village President and the Village Clerk, or her designee, to: (1) execute on behalf of the Village the attached Agreement, and (2) after consulting with the Village Attorney, execute and deliver all other instruments, documents and forms, and to take such other actions, as are necessary to effectuate the terms of the Agreement.

SECTION 3: Payment and Execution of Documents. The Village President and Board of Trustees also authorize and direct the Village Treasurer, the Village Administrator, the President and the Village Clerk, or their designees, to execute and deliver all other instruments and documents and to pay all costs that are necessary to fulfill the Village's obligations under the Agreement.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution, the Village Clerk, or her designee, shall retain a certified copy of this Resolution for record retention purposes.

SECTION 5: Effective Date. This Resolution shall become effective after its passage and approval as provided by State law.

ADOPTED this 20th day of January, 2026, pursuant to a roll call vote as follows:

	AYES	NAYES	ABSENT	ABSTAIN
Trustee Frank Binetti	4			
Trustee Nicolas Boatner	4			
Trustee Janet Burson	4			
Trustee Terese Hopfensperger		1		
Trustee Mike Millette	4			
Trustee Kim Muhr	4			
President Barbara Wojnicki				

Barbara Wojnicki

Barbara Wojnicki, Village President

ATTEST:

Tracy Johnson

Tracy Johnson, Village Clerk

Exhibit A

VILLAGE OF CAMPTON HILLS

INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

Finance Director/Treasurer Accounting and Advisory Services

This **INDEPENDENT CONTRACTOR AGREEMENT** (the "Agreement") is made this 30th day of January, 2026, by and between the Village of Campton Hills (the "Village" or "Campton Hills"), an Illinois municipal corporation, with its principal office at 42W470 LaFox Road, Suite B Campton Hills, Illinois, 60175, and Lauterbach & Amen, LLP (the "Contractor") for purposes of the Contractor providing certain professional services to the Village in the role of accounting assistance and advisory services related to the Finance Director/Treasurer role for the Village. The Village and the Contractor are at times referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Village seeks the services of Lauterbach & Amen, LLP, to provide accounting assistance and advisory services related to the Finance Director/Treasurer role (type of services).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1. CONTRACTOR.

A. Engagement of Contractor. The Village desires to engage the Contractor identified below to perform and to provide all necessary professional services to perform accounting assistance and advisory services related to the Finance Director/Treasurer role (the "Services"):

Contractor's Name ("Contractor")	Lauterbach & Amen, LLP
Address	668 N. River Road
City, State, Zip	Naperville IL 60563
Phone	630-393-1483
Email	ramen@lauterbachamen.com
Project Name/Description	Finance Director/Treasurer Accounting and Advisory Services
Fee Schedule for Services	$7,000 per month with 4% increase each year on January 1
Term	Agreed-Upon Start Date -December 31, 2028 with option to continue the contract as mutually agreed-upon by both the Village and Lauterbach & Amen, LLP

B. Position Description. The Services to be performed by the Contractor are described as follows: See **"Scope of Services and Fee Schedule for Services"** attached hereto as **Exhibit "A"** and made a part hereof.

C. Representations of Contractor. The Contractor represents that it is financially solvent, has the necessary financial resources and adequate, competent support staff, and is sufficiently experienced and competent to perform and complete the Services that are set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as Exhibit "A" **("Services")** in a manner consistent with the standards of professional practice, care and diligence practiced by professionals who perform services of a similar nature in existence at the time of

performance under this Agreement.

D. **Independent Contractor.** The Contractor is retained by the Village only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship to the Village shall, during the term of this Agreement and period of its Services hereunder, be that of an independent contractor. The Contractor shall be free to dispose of such portion of the Contractor's entire time, energy and skill during regular business hours when the Contractor is not obligated to devote time to performing its Services hereunder to the Village, in such manner as the Contractor sees fit and to such persons, firms or corporations as the Contractor deems advisable. It is acknowledged that, at all times, the Contractor is separate and independent from the Village and that the Contractor will utilize a high level of skill necessary to perform the Services assigned to him under this Agreement.

The Contractor shall not be considered as having an employee status, nor shall the Village make any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes, or FICA taxes. The Contractor shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by the Village pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Village. As an independent contractor, it is the responsibility of the Contractor to file all necessary tax returns (federal, state, county and local) and to make such required deductions and pay all income tax, social security, and any and all other taxes due as an independent contractor in its profession. As an independent contractor, the Contractor agrees that he is ineligible to file a claim for unemployment compensation benefits or for workers compensation benefits against the Village and agrees not to file such any claims in the event this Agreement is terminated or if he is injured performing any Services under this Agreement. The Contractor agrees to assume all risk of death, illness and injury relative to performing any Services under this Agreement. The Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act and the Worker's Compensation Act (820 ILCS 305/1, *et seq.*).

E. **Equipment.** The Contractor shall provide all of its own equipment required for the performance of the Services under this Agreement.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Contractor.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services as set forth in the **Scope of Services and Fee Schedule for Services** attached hereto as **Exhibit "A"**.

B. **Services.** The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement.** The Contractor shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties ("Commencement Date"). The Contractor shall diligently and continuously perform the Services during the term of this Agreement.

D. **Reporting.** Upon request, the Contractor shall report to the Village's Village Administrator, or his/her designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Fee for Services.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified in **Exhibit "A"**.

B. **Invoices and Payment.** The Contractor shall submit invoices in the approved Village format to the Village Administrator for the fees charged by the Contractor for performing the Services. The amount billed in each

invoice for the Services shall be based solely upon the rates set forth in **Exhibit "A"**. The Village shall pay to the Contractor the amount billed within thirty (30) calendar days after receiving such an invoice.

C. **Records**. The Contractor shall maintain records showing actual time devoted and type of work performed per classification and shall submit such records in support of its invoices, and shall permit the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement.

D. **Additional Services**. The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement ("Additional Services"), regardless of whether such Additional Services are requested or directed by the Village, or anyone associated with the Village, except upon the prior written consent of the Village Administrator.

E. **Taxes, Benefits and Royalties.** Each payment by the Village to the Contractor includes all applicable federal, state and local taxes, fees, surcharges, license fees and tariffs of every kind and nature applicable to the Services, as well as all taxes, contributions, premiums, costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Contractor. See also Subsection 1(D) above in regard to the obligation of the Contractor to pay his/her own federal, state, local and other taxes, income taxes, or FICA taxes.

SECTION 4. CONFIDENTIAL INFORMATION.

A. **Confidential Information**. The term "Confidential Information" shall mean information in the possession or under the control of the Village relating to the technical, business or corporate affairs of the Village; the Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system, including and without limitation any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. The Village's Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of such information to the Contractor pursuant to this Agreement ("Time of Disclosure"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Contractor.** The Contractor acknowledges that he may, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village Administrator or his/her designee. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 5. INSURANCE AND INDEMNIFICATION.

A. **Insurance - Village**. The Village will not provide any form of insurance coverage, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Contractor relative to its performance of the Services under this Agreement.

B. **Insurance – Contractor.** The Contractor, at its own cost, shall provide all of its own insurance coverages as applicable to the Services being performed, including but not limited to health insurance, worker's compensation insurance, auto insurance, general liability and property insurance, errors and omissions insurance, or professional liability insurance or other employee benefits for or on behalf of the Contractor relative to its performance of the Services under this Agreement. The Contractor's policy or policies of insurance shall specifically recognize and cover the indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Contractor shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Contractor's insurance.

C. **Indemnification.** To the fullest extent permitted by Illinois law, the Contractor shall indemnify, defend and hold harmless the Village and each of its officers and officials, agents, attorneys, employees, engineers, volunteers and representatives from all claims, demands, lawsuits, actions, costs (including litigation expenses and Village's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Contractor's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Contractor or anyone or entity directly or indirectly employed by the Contractor for whose acts Contractor may be liable.

To the fullest extent permitted by Illinois law, the Village shall indemnify, defend and hold harmless Contractor from all claims, demands, lawsuits, actions, costs (including litigation expenses and Contractor's attorneys' fees) of any kind, caused by, resulting from, arising out of or occurring in connection with the Village's performance of the Services under this Agreement, but only to the extent caused by the negligent act, misconduct or omission of the Village or anyone or entity directly or indirectly employed by the Village for whose acts the Village may be liable.

D. **Waiver and Assumption of Liability.** The Contractor assumes all liability for personal injuries or illness of any kind or death that might occur to himself while acting under this Agreement. The Contractor assumes all liability and responsibility for its personal property while performing any work or Services under this Agreement.

E. **No Personal Liability.** No appointed official, agents, attorneys, employees, volunteers and representatives of the Village or any of its local government members shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION 6. GENERAL PROVISIONS.

A. **Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed the Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

B. **No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm or corporation. If at any time it shall be found that the Contractor has, in procuring this

Agreement, colluded with any other person, firm or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at Village's option, be null and void.

C. **Termination.** Either Party may terminate this Agreement at any time for any reason upon written notice to the non-terminating Party with 60 days notice, or such time as the parties may agree. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the date of the termination notice, provided that the Contractor is not in default under this Agreement. In the event the Village terminates this Agreement, L&A agrees to continue its services for a minimum of up to 60 days thereafter to permit the Village to find a suitable replacement and to permit an orderly transition of affairs and will be paid at a rate as mutually agreed-upon for these services.

D. **Compliance With Laws and Grants.**

1. Compliance with Laws. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. The Contractor shall also comply with all conditions of any federal, state or local grant received by the Village or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall maintain a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act. As required by Illinois law and Illinois Department of Human Rights ("IDHR") Regulations, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Contractor and the Village certify that they agree to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160)

2. Liability for Noncompliance. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractor's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

E. **Default.** If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within thirty days after the Contractor's receipt of written notice of such Event of Default from the Village Administrator, or his/her designee, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without

liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

F. **No Third-Party Agreements Without Village Approval**. The Village shall not be liable to any vendor or third party for any agreements of any kind made by the Contractor without the knowledge and approval of the Village Administrator.

G. **Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with direction and such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance and completion of the Services and with any other individuals engaged by the Village to perform in the role of Contractor.

H. **News Releases.** The Contractor shall not issue any news releases, advertisements or other public statements regarding the Services or this Agreement without the prior written consent of the Village Administrator.

I. **Ownership.** All documents of any kind, including any designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, work product and any other data or information, in any form, worked on in cooperation with anyone employed by, retained by or affiliated with the Village or its contractors or prepared, collected or received from the Village by the Contractor in connection with any or all of the Services performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. In consideration of payment of the Fee for Services, the Contractor releases all copyright, proprietary or intellectual property rights in such Documents and transfers all its ownership rights in such Documents to the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village Administrator.

J. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.

K. **Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other Party.

L. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors and assigns.

M. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one (1) business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four (4) business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 6.M., each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other Party, but no notice of a change of addressee or address shall be effective until actually received. Additionally, notices sent by any other means (i.e., facsimile, email, etc.) may be acceptable subject to written confirmation of both the transmission and receipt of the notice.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village Administrator
Village of Campton Hills

42W470 LaFox Road, Suite B
Campton Hills, Illinois 60175
Phone: (630) 524-6255
mrooney@camptonhills.illinois.gov

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address: **SEE CONTACT INFORMATION LISTED AT PAGE ONE ABOVE.**

N. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

O. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

P. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Venue for any litigation shall be in the Circuit Court of Kane County, Illinois.

Q. **Authority to Execute.** The Parties both represent that this Agreement has been approved by their respective corporate boards and the persons executing this Agreement have been properly authorized to do so by its corporate authorities.

R. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to this Agreement and supersedes all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

S. **Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interests from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

T. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

U. **Freedom of Information Act.** Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to collect and review the records to decide what information is or is not exempt from disclosure. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Contractor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

V. **Solicitation .** The Village agrees that during the term of this Agreement and for a period of twelve months thereafter, the Village shall not solicit or arrange an employment contract with personnel of L&A. Violation of this provision shall require the Village to compensate L&A with one hundred twenty five percent of the solicited person's annual compensation.

W. **Replacement of Specific L&A Personnel.** The parties stipulate and agree that the Village shall have the right, in its sole discretion, to require L&A to reassign and replace any L&A personnel. If any L&A Personnel elects to resign from L&A, then L&A shall immediately notify the Village of such employee's intention to resign and shall

replace such individual(s) with persons of comparable skill, background, educations, training, and expertise. Such replacement shall occur in such timeframe as the parties may agree to allow for a transition with limited disruption to the operations of the Village and allows for appropriate individual(s) to be hired and trained into the role. In the event L&A elects to reassign an L&A Personnel to an L&A Client other than the Village, then L&A shall provide the Village with not less than 30 business days' notice, or such other notice as the parties may agree and shall, within ten (10) business days of providing such notice provide a replacement for that individual to allow for an orderly and smooth transition without disruption to the Village

IN WITNESS WHEREOF, the Village President and Village Administrator, pursuant to the authority given by the Board of Trustees of the Village of Campton Hills, and the Contractor have signed this Agreement, and the date of the last signatory will be the effective date of this Agreement and that date has been entered on the first page of this Agreement.

VILLAGE OF CAMPTON HILLS,
an Illinois municipal corporation

BY: Barbara Wojnicki
Village President

Date: January 20, 2026

ATTEST: Mary Johnson
Village Clerk

Date: January, 2026

Lauterbach & Amen, LLP (Contractor)

BY: _____
Partner

Date: 5-5, 2026

ATTEST: _____
Witness

Date: 5/5, 2026

Exhibit "A"

SCOPE OF SERVICES
AND
FEE SCHEDULE FOR SERVICES AS OF May 1st, 2026

Services are generally described as the role of the Finance Director/Treasurer. Below is a list of tasks that include, but are not limited to the following:

Bank reconciliations

- Review of client-prepared bank reconciliations and journal entries

Cash Management

- Manage liquidity and cash flow, including conducting operational cash transfers.
- Analyze liquidity and cash flow and provide cash transfer recommendations

Accounts Receivable

- Analysis and reconciliation of accounts receivable balances, including identification of aged receivables

Accounts Payable

- Review and approval of disbursements and list of bills
- Assistance and Advisory Services for conversion to paperless Accounts Payable in Caselle

Payroll

- Review of payroll runs in Village's system
- Support for the completion of quarterly and annual reporting
- **Assistance and Advisory services for conversion of payroll from Paychex to Caselle**
- **Back-up role for Payroll process**

Grants

- Assistance with booking Grant Revenue/Receivables
- Assistance with Grant Reporting
- Grant Accountability and Transparency Act (GATA) filing
- Assistance with schedule of expenditures schedules

Financial Reporting

- Prepare and provide monthly financial reports
- Creation of custom reports for management use
- Review of financial reporting package, including bank reconciliations and journal entries

Year-End Audit Support

- Preparation of primary audit workpapers in accordance with the audit schedule
- Implementation of future GASB pronouncements
- Posting of year-end accruals and other adjustments to the general ledger
- Providing requested materials and support to auditors
- Communication directly with auditors on any additional requests
- Review of draft financial report
- Assistance with preparation of the Management's Discussion and Analysis

Compliance

- Preparation of annual treasurer reports
- Comptroller Annual Financial Report (AFR)
- Unclaimed property reporting and remittance
- Support for regulatory and other audits, including IRS, IMRF, workers compensation, MFT
- Census Bureau Reporting
- Total Compensation Report for IMRF employers (PA 97-0609)

Budget and Forecasting Assistance

- Assist with preparation of annual budget draft for client/board review
- Produce final budget document for client & board approval
- Preparation of budget & appropriation ordinance
- Assist with preparation of budget amendments as necessary
- Cash flow projections
- Capital plans
- Revenue and expenditure forecasts

Tax Levy Assistance

- Fund balance projections for tax levy process
- Review of tax levy in accordance with PTELL compliance and other statutory requirements
- Preparation of tax levy ordinance
- Submission of tax levy ordinance to County
- Review of tax levy edit report from County

Other Services Requested

- Internal control process review and documentation
- Financial policy reviews
- Board Meeting attendance- up to 6 meetings annually
- Other tasks as required by the position and agreed-upon by L&A and the Village

Estimated Time

- Approximately 10-12 hours per week of Finance Director including either onsite or remote support that may fluctuate with the Village's fiscal year calendar
- 60 Hours of annual advisory support from L&A partner and other firm leadership as needed

Fee Schedule

- $7,000 per month with prorated rate as agreed-upon by both parties for the first month of Services
- 4% increase each year on January 1
- Term: January 2026- December 31, 2028 with option to continue the contract as mutually-agreed upon