

ACCOUNTING SERVICES AGREEMENT

This Accounting Services Agreement ("Agreement") is made as of the 1st day of August, 2013 by and between Winnebago County Literacy Council (WCLC), and Winnefox Library System (WLS).

1. Winnebago County Literacy Council is required to maintain certain accounting records and provide to their Board of Directors certain periodic financial reports and other data.

2. Winnebago County Literacy Council has requested and the Winnefox Library System has offered that the Winnefox Library System assist the Winnebago County Literacy Council in maintaining certain accounting records and preparing certain financial reports under Generally Accepted Accounting Principles (GAAP).

3. Winnebago County Literacy Council desires to enter into an agreement pursuant to which the Winnefox Library System would perform such services for WCLC upon the terms and subject to the conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledge, the parties hereby agree as follows:

1. ACCOUNTING SERVICES.

1.1 Upon the terms and subject to the conditions set forth in this Agreement, Winnefox Library System shall provide to the Winnebago County Literacy Council accounting services:

- (a) administration and maintenance of WCLS payroll, and administration of the processing of payroll and calculation of applicable tax and other withholdings relating to WCLC;
- (b) administration of accounts payable (including check generation) of WCLC;
- (c) administration of accounts receivable of WCLC.
- (d) administration and maintenance of a WCLC general ledger trial balance, balance sheet, income statement and certain other reports by accounting category per the WCLC standard chart of accounts and consistent with periodic reports WCLC customarily prepares in the normal course of business to manage its financial affairs;
- (e) maintenance of all electronic accounting records supporting WCLC financial statements in reasonable fashion separate and discrete from the electronic accounting records of Winnefox;
- (f) preparation of period-end reconciliations and associated period-end journal entries for all WCLC balance sheet accounts;
- (g) assistance in preparation of annual reporting requirements for WCLC.

1.2 The Services shall not include any of the following, each of which is the sole responsibility of Winnebago County Literacy Council:

- (a) selection of accounting policies to be applied to the WCLC's books and records; however, WLS will consistently apply the appropriate policies selected by WCLC;

- (b) negotiation of terms and conditions between WCLC and its suppliers, vendors, and others, such as remittance due dates and discounts;
 - (c) final review and approval of annual financial statements;
 - (d) approval and coding of invoices for disbursement;
 - (e) preparation of budgets;
 - (f) periodic distribution of financial reports to WCLC Board of Directors;
 - (g) maintenance of all paper accounting records supporting WCLC financial statements;
- 1.3 WCLC agrees to supply the Winnefox Library System all information, materials, data, and documents necessary or advisable to properly perform the Services in such form, format, or media as the Winnefox Library System may reasonably request, to make available the officers of the Winnebago County Literacy Council to answer any inquiries in connection therewith.

2. FEES FOR SERVICES AND EXPENSE REIMBURSEMENT.

2.1 In consideration of the Services, the WCLC agrees to pay to the Winnefox an administrative fee as follows:

- (a) During the term of this Agreement, WCLC will pay Winnefox an amount equal to One Thousand Five Hundred Dollars (\$1,500) per year. This amount is prorated to \$875 for 2013.

2.2 In addition to the payment of fees, WCLC will be responsible should there be any necessary additional expense to offer direct deposit for the employees of WCLC.

3. TERM OF SERVICES. The term of this Agreement shall be for the period of August 1, 2013 through December 31, 2013. Either party may terminate the agreement with 90 days advance notice.

4. LIABILITY.

4.1 The Winnefox Library System shall not be liable for any cost, damage, expense, or loss of the WCLC or any other person or entity arising or resulting, directly or indirectly, from the failure of the Winnefox Library System to perform any of the Services for the WCLC hereunder or the misperformance of any such Services, except to the extent such failure to perform or such misperformance is the result of the Winnefox Library System's willful misconduct or gross negligence, in which event the Winnefox Library System's liability shall not exceed its fee for such Services hereunder for the period in question.

4.2 The WCLC agrees to protect, indemnify, hold harmless and defend the Winnefox Library System and the System's officers, employees, representatives, agents, successors and assigns from any and all damages, claims, suits, actions, causes of action, demands, judgments, losses, costs and expenses of any nature whatsoever, including attorneys' fees resulting from, any act or omission related to the services provided herein, and for any actions or inactions of the WCLC, its employees, representatives, agents, successors and assigns related to this Agreement.

5. MISCELLANEOUS.

5.1 In performing the Services set forth in this Agreement, the Winnefox Library System will have neither express or implied power to execute agreements on behalf of the WCLC or in any manner bind the WCLC as to any matter not within the scope of this Agreement.

5.2 This Agreement may be amended or modified only by a written instrument signed by each of the parties hereto.

5.3 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, either or oral or written with respect thereto.

5.4 Nothing contained in this Agreement is intended, nor shall it be construed, to create any rights in any person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WINNEBAGO COUNTY LITERACY COUNCIL:

President, Board of Directors

WCLC Director

Date

Date

WINNEFOX LIBRARY SYSTEM:

President, Board of Trustees

System Director

Date

Date