
**NILES TOWNSHIP
COOK COUNTY, ILLINOIS**

RESOLUTION

No. 2023-03

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN NILES TOWNSHIP AND MARK KRUKOWSKI**

**BONNIE KHAN OGNISANTI, Township Supervisor
CHARLES LEVY, Township Clerk**

**MARK COLLINS
DONALD GELFUND
KITTY KENDRICK
PEGGY TOLLESON
Trustees**

Published in pamphlet form by authority of the Supervisor and Board of Trustees of Niles Township on March 27, 2023

Prepared by ODELSON, STERK, MURPHEY, FRAZIER & McGRATH, LTD. — Township Attorneys
3318 West 95th Street - Evergreen Park, Illinois 60805

NILES TOWNSHIP
RESOLUTION NO. 2023- 03

**RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN NILES TOWNSHIP AND MARK KRUKOWSKI**

WHEREAS, Niles Township, Cook County, State of Illinois (the “Township”) is a duly organized and existing township and a unit of local government organized under the laws of the State of Illinois and is operating under the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et. seq.*, and all laws amendatory thereto; and

WHEREAS, Section 85-10 of the Township Code (60 ILCS 1/85-10(d)) authorizes the Township to enter into contracts or agreements necessary to exercise the Township’s powers;

WHEREAS, the Township Board is authorized to enter into contracts to hire independent contractors to provide specific professional services for the Township; and

WHEREAS, the Supervisor and Township Board of Trustees for Niles Township (the “Township Board”) have determined that it is in the best interests of the Township to enter into an Agreement for Professional Services with an independent contractor to provide particular services on certain terms as identified and described in “**Exhibit A**” (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Supervisor and Board of Trustees of Niles Township, Cook County, Illinois, as follows:

SECTION 1: That all of the recitals and legislative findings contained in the preambles to this Resolution are true and correct and are hereby incorporated into this Resolution as if fully set forth herein.

SECTION 2: The Township Board hereby approves this Resolution and the Agreement for Professional Services between Niles Township and Mark Krukowski, which is attached hereto and incorporated herein as **Exhibit A**.

SECTION 3: The Supervisor is authorized to execute any and all documents on the Township’s behalf to finalize the above-referenced Agreement. The Supervisor is authorized to

approve any modifications to correct any scrivener errors or any other such technical changes to the Agreement so long as the substantive provisions remain as approved herein.

SECTION 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION 5: All resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6: This Resolution shall be in full force and effect from and after its passage provided by law.

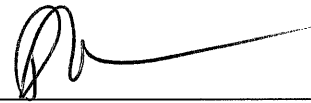
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ADOPTED by the Supervisor and Board of Trustees of Niles Township, Cook County, Illinois

this 27th day of March 2023, pursuant to a roll call vote, as follows:

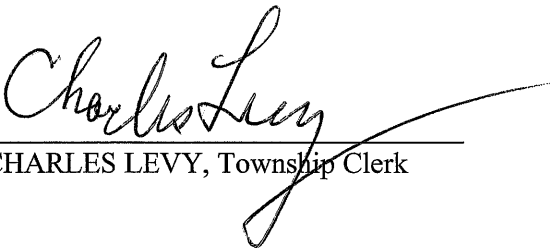
	YES	NO	ABSENT	PRESENT
Trustee Collins	✓	—		
Trustee Gelfund	✓	—		
Trustee Kendrick	✓	—		
Trustee Tolleson	✓	—		
Supervisor Kahn Ognisanti	✓	—		
TOTAL	5	—0—	—0—	

APPROVED at a Regular Meeting of the Board of Trustees of the Niles Township, on March 27th, 2023.



BONNIE KAHN OGNISANTI, Supervisor

ATTEST:



CHARLES LEVY, Township Clerk

EXHIBIT A

Agreement for Professional Services between Niles Township and Mark Krukowski

Agreement for Professional Services between Niles Township and Mark Krukowski

This Agreement is made and entered into this 1st day of April 2023, between the Township of Niles and Mark Krukowski.

Recitals

WHEREAS, the Township of Niles (hereinafter the “Township”) is a duly organized and existing township and unit of local government created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Township Code, 60 ILCS 1/1-1, *et. seq.*, and all amendments made thereto; and

WHEREAS, Mark Krukowski (hereinafter “Independent Contractor”) is an information technology professional with his principal place of business at 4411 Denny Rd., Rolling Meadows, Illinois 60008 and has complied with all Federal, State, and local laws regarding permits, licenses, reporting, tax and other legal requirements that may be necessary to carry out his obligations under this Agreement.; and

WHEREAS, the Township seeks to engage Independent Contractor for professional services as specified and governed herein.

NOW, THEREFORE, in consideration of the above recitals and mutual promises and conditions contained in this Agreement, the sufficiency of which the parties heretofore stipulate, it is hereby agreed:

Section 1: Recitals. The Recitals stated above are incorporated as if fully set forth herein.

Section 2: Scope of Work. Independent Contractor’s scope of work shall be as follows:

A. Independent Contractor shall be responsible for the general maintenance and management of all Township communication and information technology, including but not limited to software, hardware, inventory, databases, digital assets, internet domains, servers, and firewalls.

B. Independent Contractor shall be present at the Township Administration Building located at 5255 Lincoln Ave. at least eight (8) hours per week, to be coordinated with the Township Administrator, for the performance of his scope of work. Independent Contractor shall also be

available by telephone and email twenty-four (24) hours per day for service requests and emergencies by the Township Administrator.

C. Township shall at all times remain the owner of Township data, electronic data processing, information, recordkeeping, communications, computer programs, software, databases, firmware, hardware, internet websites, and content on internet websites. Independent Contractor shall provide all necessary equipment, materials, and supplies to complete the scope of work.

D. Independent Contractor shall diligently perform the scope of work to the best of his talents, skills, and expertise. Independent Contractor shall respond to all requests of the Township in an expedient manner. The Township reserves the right to inspect, stop or alter the work of Independent Contractor to assure its conformity with this Agreement.

E. Independent Contractor shall keep books and records detailing his professional services on behalf of the Township, which the Township shall have the right to inspect.

Section 3: Compensation. Independent Contractor shall be entitled to compensation as follows:

A. The Township shall pay Independent Contractor compensation at a rate of **\$3,185.30** per month, or as otherwise set and approved by the Township Board, as and for all work conducted by the Independent Contract for the Township pursuant to this Agreement.

B. The Township shall reimburse Independent Contractor for third-party fees for products and services such as cloud computing services, internet service providers, domain name registrars, and licensing fees, upon written request by Independent Contractor.

C. Independent Contractor and the Township may negotiate special projects outside the scope of work of Independent Contractor to be paid by separate invoice submitted and approved by the Township Board.

D. Independent Contractor shall be responsible for the payment of all taxes required by law and hereby promises to indemnify the Township for any damages or expenses, including

attorneys' fees and expenses, incurred by the Township as a result of Independent Contractor's failure to make such required payments.

Section 4: Status as Independent Contractor. Independent Contractor shall serve the Township as an "at will" contractor, serving at the pleasure and direction of the Township Board. This Agreement shall not be construed to create a partnership, joint-venture, employer-employee relationship, or agent-principal relationship between the parties for any purpose. Independent Contractor is not an agent of the Township and has no authority to bind the Township in any manner, unless expressly authorized in writing. Independent Contractor hereby waives and foregoes any benefits given by the Township to its regular employees including but not limited to, health benefits, vacation and sick leave benefits. Independent Contractor remains a separate entity free to conduct similar tasks or activities for other clients, provided no conflict of interest exists.

Section 5: Term. This Agreement shall commence on the effective date stated above and shall continue for a period of one (1) year. This Agreement may be terminated early upon thirty (30) days written notice by either Party, with or without cause, or immediately upon written mutual consent of the Parties. Upon termination of this Agreement, each party shall immediately deliver to the other party all property, in physical or electronic form, in its possession or under its care and control and shall provide all access codes, password information and access instructions as needed.

Section 6: Insurance and Licensure. Independent Contractor shall maintain all insurance policies as required to perform under this Agreement including, but not limited to, professional liability insurance, and provide a copy of his Certificate of Insurance to the Township. Independent Contractor shall maintain all licenses, certificates and permits required to perform his obligations under this Agreement in good standing and shall provide copies of said licenses, certificates and permits upon request of the Township.

Section 7: Confidentiality of Information. Independent Contractor may unavoidably learn of confidential communications or documents during his scope of work. Independent Contractor shall not

duplicate or disclose any communication or documents obtained by virtue of his scope of work under this Agreement to any third-party.

Section 8: Compliance. Independent Contractor shall comply with all applicable rules and regulations of the Township and all applicable federal, state and local laws, statutes, ordinances, orders, codes, rules and regulations relating to his obligations under this Agreement.

Section 9: Indemnification. Independent Contractor shall defend, indemnify, hold harmless and insure the Township from any and all damages expenses or liability resulting from or arising out of any negligence or misconduct on the part of Independent Contractor or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor.

Section 10: Assignment. This Agreement is personal in character and shall not be assigned, transferred or delegated by Independent Contractor to any other party with the express written consent of the Township Board.

Section 11: Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action relating to or arising out of this Agreement shall be initiated in the Circuit Court of Cook County, Illinois. The prevailing party of any such action shall be entitled to all fees, costs, expenses, and attorneys' fees incurred.

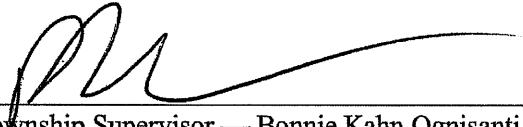
Section 12: Entire Agreement; Amendments. This Agreement memorializes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings. Any amendments made to this Agreement must be in writing, approved by the Corporate Authorities of the Township and signed by each party.

Section 13: Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the intent and mutual understandings of the Parties.

Section 14: Signatures. The Parties to this Agreement have read the foregoing in its entirety and fully understand and agree to each and every provision contained herein.

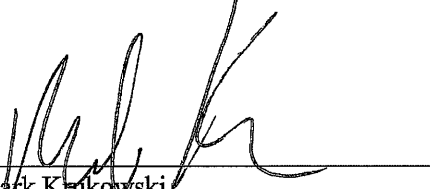
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates set forth below:

NILES TOWNSHIP


Township Supervisor — Bonnie Kahn Ognisanti

DATED: 3/13/2023

INDEPENDENT CONTRACTOR


Mark Kukowski

DATED: 3/13/2023