
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2021-007**

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH WERMER, ROGERS, DORAN & RUZON, LLC
FOR FINANCIAL CONSULTING SERVICES FOR
THE CITY OF BLUE ISLAND**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
JAMES KLINKER**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
ALLAN STEVO**

Aldermen

RESOLUTION NO. 2021-007

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT WITH WERMER, ROGERS, DORAN & RUZON, LLC
FOR FINANCIAL CONSULTING SERVICES FOR
THE CITY OF BLUE ISLAND**

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

WHEREAS, the City plans to enter into an agreement with Wermer, Rogers, Doran & Ruzon, LLC ("WRDR") for financial consulting services for the City of Blue Island;

WHEREAS, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN
ACCORDANCE WITH AGREEMENT**

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

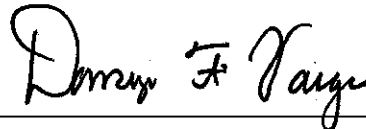
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 9th day of March, 2021, pursuant to roll call as follows:

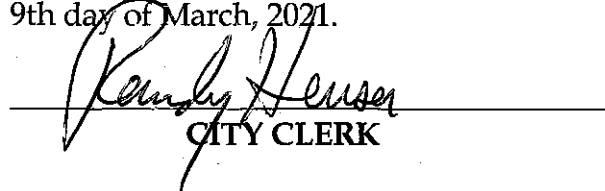
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA			X		
Alderman DONAHUE			X		
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH	X				
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman STEVO	X				
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
	12		2		

APPROVED: this 9th day of March, 2021.



MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
9th day of March, 2021.



CITY CLERK

EXHIBIT A

AGREEMENT WITH WERMER, ROGERS, DORAN & RUZON, LLC



March 5, 2021

To the Honorable Mayor Vargas
and the City Council
City of Blue Island

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services Wermer, Rogers, Doran & Ruzon, LLC (WRDR) will provide the City of Blue Island ("the City" or "you"). We hope to better meet your expectations of service from our firm by clearly identifying the particular services to be provided. Our services will cover the year ending December 31, 2021.

Services

During the course of our engagement, under the written authorization of management, we will assist with various projects of the City. These can include, but are not limited to:

- Meet with City finance staff and assist the staff as needed.
- Record journal entries to the City's accounting system as needed.
- Review or prepare monthly bank reconciliations.
- Review periodic payroll and payables processing.
- Prepare monthly financial reports from the accounting system for management.
- Assist in developing the annual appropriations ordinance.
- Assist in developing the annual tax levy and related tax abatement for the Water Bonds.
- Assist in developing the annual tax anticipation warrants documents.
- Review reports, such as grant reports, to external recipients.
- Assist in overseeing the annual external audit.
- Assist in reviewing and developing office policies and procedures.
- Perform additional services as requested.

The above procedures do not constitute an audit, review, compilation, or preparation of the financial statements in accordance with the standards established by the American Institute of Certified Public Accountants.

The work performed above will be done on an as-needed hourly basis, which limits our involvement and knowledge of the daily operations of the City. Because of this, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcation, may exist and may not be detected by us. By signing below the City acknowledges this fact and agrees to indemnify us should any of the above situations occur.

You are responsible for assuming all management responsibilities, and for overseeing any services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

None of the services can be relied on to disclose errors, fraud, or illegal acts. However, we will inform you of any material errors and of any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Indemnity

To the extent we are acting on behalf of the City and at the direction of management, the City agrees to indemnify us for any damages that may result from our good faith actions.

Confidentiality

During the course of this engagement we may have access to proprietary information of the City, including, without limitations, oral and written information and material concerning or pertaining to the City's business methods, plans and/or projects. We acknowledge that such information, regardless of its form, is confidential and proprietary to the City, and that we shall not use, copy, or disclose the information in whole or in part in any manner or to any person or entity without the express prior written consent of a duly authorized officer of the City.

Fees

Our fees for services will be based on the experience level of the personnel assigned to your engagement. Our rates for this engagement will be as follows: clerical staff/intern \$100, staff accountant \$125, senior accountant \$150, manager \$170, partner \$185. All invoices are due and payable upon presentation. Amounts not paid within 60 days from the invoice date will be subject to a late payment charge of 1.5% per month (18% per year).

If billings are past due in excess of 120 days, at our election, we will stop all work until your account is brought current, or withdraw from this engagement. The City acknowledges and agrees that we are not required to continue work in the event of the City's failure to pay on a timely basis for services rendered as required by this engagement letter. The City further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the City's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Other Matters

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered under applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and accountant both agree that any dispute over fees charged by the accountant to the City will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes, except that under all circumstances the arbitrator must follow the laws of the state of Illinois. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION. ~~The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.~~

FDK
initial

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered to and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will release us from any obligation and will constitute completion of our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of withdrawal.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Wermer, Rogers, Doran & Ruzon, LLC

WERMER, ROGERS, DORAN & RUZON, LLC
Certified Public Accountants

Acknowledged
City of Blue Island

<u><i>Domingo F. Vayo</i></u>	<u><i>Mayo</i></u>	<u>3-11-21</u>
Signature	Title	Date