

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

**RESOLUTION
NUMBER 2022-015**

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
APPROVING THE EXECUTION OF A CONSULTING AND ADVISORY SERVICES
AGREEMENT WITH JOHN KASPEREK CO.**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2022-015

**A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS,
APPROVING THE EXECUTION OF A CONSULTING AND ADVISORY SERVICES
AGREEMENT WITH JOHN KASPEREK CO.**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City wishes to enter into a consulting and advisory services agreement with John Kasperek Co. (the “*Agreement*”), which is attached hereto and made a part hereof as Exhibit A;

WHEREAS, the Mayor and Aldermen of the City of Blue Island deem it advisable and in the best interests of the health, safety and welfare of the residents of the City to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The consulting and advisory services agreement attached hereto as **Exhibit A**, is hereby approved in substantially the same form presented by the Mayor to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions contained therein.

Section 3. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

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 ordinances, 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 immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this **22nd** day of **March, 2022**, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON		X			
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	5	1	1		

APPROVED by the Mayor on **March 22, 2022**.

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

ATTESTED and Filed in my office this
22nd day of **March, 2022**.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK)

 ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

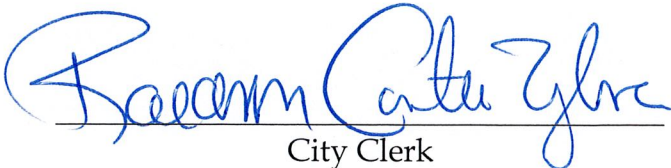
I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, APPROVING THE EXECUTION OF A CONSULTING AND ADVISORY SERVICES AGREEMENT WITH JOHN KASPEREK CO.**

RESOLUTION NO. 2022-015 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **22nd day of March, 2022**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **5** Alderman voted Aye and **1** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **22nd day of March, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

Agreement



1471 Ring Road · Calumet City, IL 60409 · 708.862.2262

March 4, 2022

Mayor Ferdinando Bilotto
City of Blue Island
13051 Greenwood Ave.
Blue Island, IL 60406

Re: Consulting and Advisory Services

This letter confirms the Consulting and Advisory Services the City of Blue Island (the City) has asked John Kasperek Co., Inc. to perform, and under the terms, which we have agreed to do that work. Please read this letter carefully because it outlines expectations by both our firm and your organization. The intention of this letter is to confirm your understanding of, and agreement with, both what is included with our services, as well as the limitations of the Consulting and Advisory Services you have asked us to perform. If you have any questions regarding this letter, or believe we have missed or misstated your understanding, please call Stephanie Blanco at (708) 487-0309 to discuss this letter prior to signing it.

Consulting Services

At your request and under your direction, we will perform the Consulting and Advisory Services described in Appendix A.

Additionally, if you have questions and/or concerns regarding your ongoing financial reporting, accounting records, and business management issues, we may provide additional assistance and describe alternatives we are aware of. Our advice and related alternatives will be based on our knowledge, training and experience, but at all times, the decisions you make are strictly yours, as is the responsibility for the financial records of your company. We encourage you to reflect on our recommendations and implement what you believe is best for your company.

At times, we may suggest you contact your attorney or one of our strategic partners with specific expertise. We have no responsibility to oversee the services of any other professionals with whom you engage to provide services.

John Kasperek Co., Inc., in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions, including determining account codings and approving journal entries and will notify the City of such refusal.

Your Responsibilities

You authorize John Kasperek Co., Inc. to accept instructions from you and/or from the staff you designate for this engagement.

As a condition to performing the services described above, you agree to:

- Accept responsibility for evaluating the adequacy and results of the services performed and accepting responsibility for such services;
- Determine all account codings;
- Deciding which proposed journal entries should be implemented;

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- Accept responsibility for designing, implementing, and maintaining internal controls over the bookkeeping processes and perform ongoing evaluations of these processes; and
- Acknowledge that we will use information provided by you to complete our services, without further verification or investigation regarding this information by us.

You agree you are responsible for the proper recordkeeping of transactions in the records, the safekeeping of assets, and the preparation and fair presentation of the financial statements in accordance with US Generally Accepted Accounting Principles. In addition, we have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

You are responsible to make staff available during our ongoing work with you, provide timely responses to questions and calls for decisions, and devote the resources necessary to achieve the objectives of the engagement. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services. We reserve the right to suspend or terminate our work. Upon suspension or termination, we will use commercially reasonable efforts to transfer information in our possession that the City is entitled to per the AICPA Code of Professional Conduct to the City or its designated representative.

Because we will rely on the City and its management (including the audit committee, if applicable) to discharge the forgoing responsibilities, the company holds harmless and releases John Kasperek Co., Inc., its partners and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the company's management, which has caused, in any respect, John Kasperek Co., Inc.'s inability to discover such matters should they exist. This provision shall survive the termination of this arrangement for services.

Your John Kasperek Co., Inc. Accounting Team

Initially, our services with you will be provided by the following John Kasperek Co., Inc. team members:

- Lauren Pflugradt – Senior Associate
- Stephanie Blanco – Partner

Additional/alternate staff may be assigned to you where appropriate as this engagement progresses.

Other Relevant Information

Fees

Our fees for these services will be based on our standard hourly rates depending on the level of skill of the personnel involved. We will make every effort to have a significant portion of the work completed by our lower-rate accountants under the supervision of a manager. In addition to the hourly rates, our billings will include any directly related out of pocket expenses incurred on your behalf. Our fees will be billed as work progresses and are payable within 10 days of the date of the invoice.

Requests for Additional Services

If you request that we provide services beyond those outlined in this agreement we will provide you with a response outlining the scope of that request, our fees, and anticipated timeline for those services. We reserve the right to decline a request for additional services that is outside the scope of services we provide, our expertise, or for any other reason. Any such requests will be considered addendums to this agreement.

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Legally Required Services

In the event that we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates at the time the services are performed. You also agree to reimburse us for all out-of-pocket expenses incurred in that regard.

Confidentiality

John Kasperek Co., Inc. agrees to take reasonable steps to protect all Confidential Information and to use the Confidential Information only in connection with performing the services hereunder. For purposes of this agreement, Confidential Information shall mean any and all information which is private and not in the public domain about the City that is provided, obtained, or produced in connection with the services in written, oral, digital or other tangible form, including, without limitation, all information furnished at any time relating to the City's customers, intellectual property, processes, all portions of any analyses, compilations, data, studies, or other documents prepared by John Kasperek Co., Inc. that contain or are based on any furnished information or that reflect its review of such information, and any and all information concerning the City's plans and activities, ideas, projects, software, methodologies, processes, tools, experience, customers and suppliers, financial information, and any other information, which ought reasonably under the circumstances to be considered confidential (the "Confidential Information"). John Kasperek Co., Inc. agrees to take reasonable steps necessary to ensure that the confidentiality of the Confidential Information is maintained and that such Confidential Information is protected from unauthorized disclosure, but not to a greater extent than the City itself uses to protect Confidential Information. Without limiting the generality of the foregoing, John Kasperek Co., Inc. shall not disclose Confidential Information to any party outside its organization, without the prior written approval of the City. John Kasperek Co., Inc. represents that, as a matter of policy, it informs its personnel concerning maintaining the confidentiality of client information. The parties hereto agree that equitable relief, including injunctive relief and specific performance, shall be available in the event of any breach of the provisions of this agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this agreement but shall be in addition to all other remedies available at law or equity.

You assume all responsibility relating to adherence with privacy and disclosure requirements relating to the use and sharing of information in your industry.

You acknowledge that the proprietary information, documents, materials, management techniques, and other intellectual property we use are a material source of the services we perform and that these were developed prior to our association with you. Any new forms, software, documents, or intellectual property we develop in this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All report templates, manuals, forms, checklists, questionnaires, letters, agreements (including this one), and other documents, which we make available to you, are confidential and proprietary to us. Any and all new documents created as a result of this engagement will automatically become our property. Neither you, nor any of your agents, will copy, electronically store, reproduce, or make available to anyone other than your personnel, any such documents. This agreement will apply to all materials whether in digital or "hard copy" format.

Third Party Disclosure and the use of Third-Party Services

Unless you indicate otherwise, you consent to and authorize our firm to transmit confidential information that you provide to us to third parties in order to facilitate delivering our services to you. Examples of such transmissions may include, but are not limited to, the access to your contact information by members of our team (independent contractors such as consultants, administrative assistants, or third-party developers), transfer of accounting information and other data files via the internet, online backup services, or a credit card processing company. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.

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Electronic (Email) Communications

In connection with this engagement, we may communicate with you or others via email transmission. 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 and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure 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 revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Record Retention

During the course of our work with you, we will use one or more third party applications (including internet-based application providers) to provide portions of our services to you. By signing this agreement, you confirm that you understand the services being provided and also agree that John Kasperek Co., Inc. is not liable for record retention or any other aspect of the services provided by these third parties, even if we absorb the cost (in part or in full) of a third party service as a benefit to you. You at all times assume responsibility for a decision to maintain hard copies of your original documents or to limit your document retention to the digital copies stored by the web application.

In the event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our work is complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our work.

Our workpapers are the property of our firm and will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our workpapers are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. Our policies require that we maintain workpapers for seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Mediation/Arbitration

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

The City and John Kasperek Co., Inc. both agree that any dispute over fees charged by John Kasperek Co., Inc. to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. 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 John Kasperek Co., Inc., 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.

Third Party Settlements

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate or incomplete information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

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Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

Assignment

All obligations provided under this Agreement are between John Kasperek Co., Inc. and the City and neither party shall assign any rights or delegate any obligations hereunder without the other party's prior written consent. Any attempted assignment without the required consent shall be null and void.

Termination of Services

Either party may terminate this agreement by providing written notice to the other party.

You understand and agree that we may withdraw from the present engagement at any time for any reason at our sole discretion. In particular, you agree that if you fail to provide the requested information or pay for services for this engagement on the agreed upon schedule, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after the mailing of written notice to you at the same address to which statements are sent.

If our work is suspended due to lack of payment and we later receive payment from you along with your request that we resume services, we may provide you with an updated timeline for completion of any past due work. We are under no obligation to resume services. You understand that this may result in significant delays in processing.

We reserve the right to terminate our work immediately if, during the course of our services, we become aware of any matters that would compromise our professional or legal standing in any way, either in fact or based on confirmed or potential public perception.

Any dispute regarding billed amounts must be submitted in writing within 10 days of the invoice date; email is acceptable. No amounts may be disputed after that 10-day period.

You may elect to terminate this agreement by providing John Kasperek Co., Inc. with 30 days written notice.

If our work is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

Insurance Requirements

You hereby acknowledge that you have business insurance necessary to cover the scope and aspects of the engagement as described in this letter and related Appendix.

Conclusion

This letter sets forth the entire agreement relating to our work with you. This letter supersedes any prior agreements, discussions or understandings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement. As indicated earlier in this agreement, you may request that we perform additional services at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and estimated cost of these additional services. Engagements for additional service will necessitate that we issue an addendum to this agreement, or a separate engagement letter to reflect the obligations of both parties.

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We appreciate the opportunity to be of service to the City. We shall be pleased to discuss this letter with you at your convenience. If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Sincerely,



John Kasperek, Jr.
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of the City:

By: _____

Title: _____

Date: _____

Appendix A - Services to be Provided

The services marked with an X will be provided to the City

X	Service Description	Frequency/Notes
X	Assist in training staff on use of accounting software	Ongoing
X	Manage all accounts payable (AP) activity for the City	Weekly
X	Record all cash disbursements & cash receipts, and track income & expenses by GL, fund & activity codes	Weekly
X	Prepare AP using an on-line tool such as SmartFusion	Weekly
X	Record credit card & merchant services journal entries to record other miscellaneous journal entries as needed	Weekly
X	Allocate payroll	Bi-weekly
X	Assist with cash management	Ongoing
X	Record month-end journal entries	Monthly
X	Complete cost-allocations	Monthly
X	Reconcile bank & credit card statements	Monthly
X	Prepare management reports	Monthly
X	Update audit schedules	Monthly
X	Assist management in preparation of grant budgets & reports	Annually
X	Assist management with annual budget development	Annually
X	Maintain accurate chart of accounts	Annually
X	Deliver timely IRS 1099 & 1096 filings	Annually
X	Prepare the City for external financial audit	Annually
X	Make adjusting entries as requested by auditor	Annually
X	Have representative on-site during audit	Annually
X	Assist in preparation of the annual tax levy	Annually
X	Assist in annual Treasurer's Report	Annually