THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

RESOLUTION NUMBER 2019-002

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 LETICIA VIEYRA NANCY RITA TOM HAWLEY BILL FAHRENWALD CANDACE CARR KENNETH PITTMAN GEORGE POULOS FRED BILOTTO KEVIN DONAHUE ALECIA SLATTERY JANICE OSTLING JAIRO FRAUSTO NANCY THOMPSON

Aldermen

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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 8th day of January, 2019, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X	 	
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman			X		
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Fahrenwald	X	<u> </u>			
Mayor Vargas					
TOTAL	11		3		

APPROVED by the Mayor on January 9, 2019.

DOMINGO F. VARGAS

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

ATTESTED and Filed in my office this 8th day of January, 2019.

RANDY HEUSER, CITY CLERK

EXHIBIT A

AGREEMENT WITH WERMER, ROGERS, DORAN & RUZON, LLC

EXHIBIT A



December 4, 2018

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, 2019.

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.

Our services to the City may include the following procedures:

- · Meet with City finance staff and assist the staff as needed.
- · Record journal entries to the City's accounting system as needed.
- · Review 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

This engagement does not include the preparation of financial statements within the meaning of Statement on Standards for Accounting and Review (SSARS) No. 21 – financial reports will be prepared from the accounting system as part of our accounting services.

David Meyer is the engagement partner and is responsible for supervising the engagement.

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 invokes are due and payable upon presentation. Amounts not paid within 60 days from the invoke date will be subject to a late payment charge of 1.5% per month (18% per year). If the invoke is not paid within 120 days or alternative payment plan devised, services will be suspended until invoke(s) are paid. If an account is placed in the hands of an attorney or collection agency for collection, you agree to pay legal and/or collection costs plus reasonable attorney fees.

Wermer, Rogers, Doran & Ruzon, LLC 5 755 Essington Rd. Joliet, IL 60435 5 Tel: 815/730-6250 Fax: 815/730-6257 www.wrdr.com

In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve the dispute. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

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 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.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

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

omingo F. Vargos Mayor