THE CITY OF BLUE ISLAND COOK COUNTY, ILLINOIS

RESOLUTION NUMBER 2019-017

A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT WITH FOSTER & FOSTER TO PREPARE AN ANNUAL ACTUARIAL VALUATION REPORT FOR THE CITY OF BLUE ISLAND'S OTHER POST EMPLOYMENT BENEFIT PROGRAM.

DOMINGO F. VARGAS, Mayor Randy Heuser, City Clerk

DEXTER JOHNSON FRED BILOTTO NANCY RITA TOM HAWLEY MICHAEL MECH CANDACE CARR ALECIA SLATTERY ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
JAMES KLINKER

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 a contract for actuarial service, to be provided by Foster & Foster at a cost of \$7,500.00, to prepare an annual actuarial valuation report for Fiscal Year 2018 and at a cost of \$2,000.00 to prepare an annual actuarial valuation report for Fiscal Year 2019 of the City's Other Employment Benefit Program (OPEB);

WHEREAS, the appropriate city officials have considered and reviewed the contract attached as Exhibit A and find preparation of a report for Fiscal Year 2018 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 MAYOR & AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council approves a contract with Foster & Foster at a cost of \$7,500.00 to prepare an annual actuarial valuation report for Fiscal Year 2018 and at a cost of \$2,000.00 to prepare an annual actuarial valuation report for Fiscal Year 2019 of the City's Other Employment Benefit Program (OPEB) and 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, approval and publication as required by law.

Intentionally left blank

ADOPTED this 11th day of June, 2019, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Johnson	X				
Alderman Alexander	X				
Alderman Bilotto	X				
Alderman Casares	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Hawley	X				
Alderman Fahrenwald			X		
Alderman Mech	X				
Alderman Hill	X				
Alderman Cantelo-	X				
Zylman					
Alderman Carr	X				
Alderman Slattery	X				
Alderman Klinker	X				
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on June 11, 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 11th day of June, 2019

RANDY HEUSER, CITY CLERK

ACTUARIAL SERVICES AGREEMENT

THIS AGREEMENT is entered into the _	day of		2019,
between the CITY OF BLUE ISLAND (herein	referred to as the	"City"), and	FOSTER &
FOSTER, INC (herein referred to as the "Actuary"	').		

WITNESSETH

WHEREAS, the City is required per Governmental Accounting Standards Board Statements No. 74 and 75 to disclose specific obligation information regarding the Other Postemployment Benefits (OPEB) Plan.

WHEREAS, the Actuary has proposed the performance of certain actuarial services as outlined in the agreement following, such that the City may have the required disclosure information.

WHEREAS, the Actuary has represented that it possessed and demonstrated the expertise and experience to perform the actuarial services outlined in said agreement.

NOW, THEREFORE, in consideration of services to be performed and payments to be made together with mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. <u>Scope of Services.</u> The Actuary shall, within sixty (60) days, of receipt of all required employee and financial data, complete and return to the City the following for fiscal year ending December 31, 2018 reporting purposes based on a valuation of the City's Other Postemployment Benefits Plan (the "Plan"):
 - A. Performance of a biennial actuarial valuation and Report. The Report shall include all disclosure information for auditors per Governmental Accounting Standards Board Statement No. 75, a summary of actuarial assumptions, methods, plan provisions, and participant statistics used in the valuation.
 - B. In the course of the valuation, we will also generally review the experience of the Plan.
 - C. One kickoff conference call with the City to discuss actuarial assumptions and to discuss the project. One additional conference call as needed. No hourly rates will be charged for these conference calls.
 - D. One meeting via teleconference to discuss results.

<u>Fees.</u> The total fees associated with the satisfactory performance of the above services shall be \$7,500 for FY 2018. An interim valuation will be prepared under GASB 75 for the fiscal year ending December 31, 2019 based on a roll-forward of the FY 2018 valuation. The fees to complete the interim report shall be \$2,000.

Fees will increase by 3% for each year thereafter.

- 2. <u>Additional Services.</u> During the Agreement period, the Actuary shall also perform such additional actuarial services as may be requested by the City including, but not limited to:
 - A. Perform special actuarial Studies to determine the costs associated with the implementation of alternative benefits. For example, the costs associated with changing the employer-provided subsidy to something higher or lower could be examined.
 - B. Conduct meetings with employee groups to explain plan provisions and to answer questions.
 - C. Perform experience studies to help provide the City with historical data to use when setting actuarial assumptions.
 - D. Perform other consulting services via telephone, email, or facsimile.
- 3. <u>Fees; Additional Services.</u> The charges not explicitly stated above for work shall be based upon the amount of time required to complete each task. A firm fee quotation prior to commencing any work may be provided upon request. The hourly charges shall be:

Senior Actuarial Consultant	\$350
Actuarial Consultant	\$300
Actuarial Analyst	\$250
Administrative/Clerical	\$150

- 4. <u>Entire Agreement; Amendments.</u> This Agreement embodies the entire agreement of the parties hereto and no modification thereof shall be made except by written amendment agreed to and executed by both parties.
- 5. <u>Data.</u> The City shall deliver to the Actuary all employee and financial data and any such further information as the Actuary and City shall deem necessary from time to time in order to complete the job.
- 6. <u>Termination</u>. The City may terminate this Agreement at any time upon thirty (30) days written notice to Actuary. In the event that the City determines to terminate this Agreement without cause, or in the event that the City fails to perform any of its duties hereunder for a period of more than sixty (60) days after written notice by the Actuary of such failure, the Actuary may terminate this agreement and be entitled to compensation to the date of such termination, based on the actual work performed.

- 7. <u>Term.</u> The term of this Agreement shall be for two (2) years from the date first above stated, unless sooner terminated pursuant to paragraph 6, and may be renewed for subsequent periods of one (1) year each upon the mutual agreement of the parties hereto. There shall be no change in any terms unless mutually agreed to by the parties hereto.
- 8. <u>Assignment.</u> Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.
- 9. <u>Governing Law.</u> This Agreement shall be construed in accordance with the laws of the State of Illinois to the extent not pre-empted by federal law and the provisions hereof shall be governed by such law. All prior agreements between the parties are hereby terminated and superseded by this Agreement.
- 10. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 11. <u>Law; Venue.</u> Any action arising under this Agreement shall be brought exclusively in Cook County.

IN WITNESS WHEREOF, the City has signed duplicates hereof, and FOSTER & FOSTER, INC. has caused its corporate name to be signed to said duplicates by its proper officers thereunto duly authorized on the day and in the year first above written.

FOSTER & FOSTER, INC.		CITY OF BLUE ISLAND		
Jeso	n S. Front			
By:		By <u>:</u>		
Jason L. F	Franken	As Authorized Representative		
As Autho	rized Officer	For the City of Blue Island		
Date:	April 8, 2019	Date:		