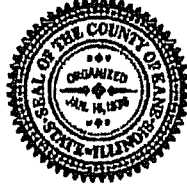


County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for

Karen McConnaughay  
Chairman, Kane County Board

Name of Document: Contract for Professional Services -  
Temporary Financial Services

Submitted by: Chris Rossmo

Date Submitted: August 24, 2012

Examined by: JOSEPH LULVES  
(Print name)

Joseph F. Lulves  
(Signature)

8-24-12  
(Date)

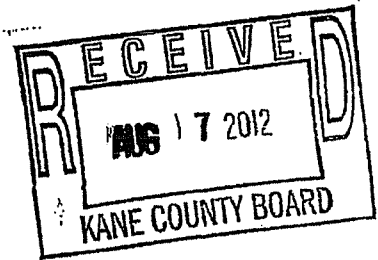
Post on Web: Yes  No  Atty. Initials VPL

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed:  Yes  No August 24, 2012  
(Date)

Document returned to: CHRIS ROSSMO ET AL.

County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for

Karen McConnaughay  
Chairman, Kane County Board

Name of Document: **CONTRACT FOR PROFESSIONAL SERVICES – AGREEMENT FOR  
TEMPORARY FINANCIAL SERVICES**  
**COUNTY OF KANE AND WERMER, ROGERS, DORAN & RUZON, LLC**

Submitted By: Chris Rossman

Date Submitted: August 17, 2012

Examined By:

Joseph Lukes  
(Print Name)

*[Handwritten Signature]*  
(Signature)

8-24-12  
(Date)

Post on Web:

Yes

No

Atty Initials

*[Handwritten Initials JPL]*

Comments:

OK Per Res. #12-249

Chairman Signed: Yes

No

Date: \_\_\_\_\_

Document Returned To: \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

### Agreement for Temporary Financial Service

This agreement is entered into this 24<sup>th</sup> day of August, 2012, and will be effective as of the date of final execution of this contract, between the COUNTY OF KANE with offices at 719 S. Batavia Avenue, Geneva, Illinois 60134 (the "County"), a body corporate and politic existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and WERMER, ROGERS, DORAN & RUZON, LLC, 755 Essington Road, Joliet, IL 60435 (the "Consultant"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

#### § 1. Purpose of agreement

The County hereby retains the Consultant to provide accounting services and accounting advice on an "as needed" basis.

#### § 2. Scope of services

The Consultant will provide services including: check month-end bank reconciliations and advise on corrections; read the 2013 budget and provide advice as needed; inspect the fiscal year end general ledger and propose adjusting or correcting journal entries to be reviewed and approved by the County staff; and organize accounting data provided by the County.

The Consultant will not perform management functions or make management decisions on behalf of the County. However, the Consultant may provide advice and recommendations to assist County management in performing its functions and making decisions.

**County Responsibilities:** The County authorizes the Consultant to accept instructions as directed by the County Board resolution 12-249 authorizing this contract. As a condition to the Consultant performing the services described above, the County agrees to: make all management decisions and perform all management functions, including determining account codings and approving all proposed journal entries; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within management, to oversee the services; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; establish and maintain internal controls over the procedures and monitor ongoing activities. The County agrees that management and employees are responsible for the proper recording of transactions in the records, for the safekeeping of assets, and the accuracy of the financial statements. The Consultant has no responsibility to identify and communicate deficiencies or material weaknesses in the County's internal control as part of this engagement. The consulting services do not pertain to directly supervising staff.

#### § 3. Term of this agreement

The term of this agreement will commence as of the date hereof and continue, unless earlier terminated in accordance herewith, until the Work is completed. The County and Consultant may extend the contract for an additional 60 days on or after December 1, 2012, if the Chairman

determines it is necessary.

**§ 4. Relationship of parties**

The Consultant will perform the Work for the County. The relationship between the parties is that of a buyer and seller of professional services and as such the Consultant is an independent contractor of the County in the performance of the Work and it is understood that the parties have not entered into any joint venture or partnership. The Consultant is not an employee or the agent of the County for any purpose.

**§ 5. Compensation**

- (a) The County will pay the Consultant an amount not to exceed \$50,000 for which the Consultant will fully complete the Work. The Consultant will submit to the County an itemized monthly invoice reflecting the work completed within the preceding calendar month and the time spent thereon. The monthly invoice will also include a summary of all previous invoices up to, and including, the invoice for the current month. The Work will be billed at the hourly rate of \$175. The County will pay each such invoice within 45 days of its receipt.
- (b) The attendance of the Consultant at meetings of the Kane County Board and its various committees and subcommittees at which the Consultant's attendance may be required by the Executive Committee of the Kane County Board (the "*Committee*").

**§ 6. Terms and conditions**

- (a) The County Board Chairman of the Kane County Board (The "*Chairman*"), or her written designee, shall act as the County's representative (the "*Client*") with respect to the Work and shall transmit to and receive from the Consultant information with respect to the Work. The Consultant shall coordinate all work through the Client and shall report results of all work directly to the Client.
- (b) The Chairman may, by written order, make changes in specific work items if such changes are within the scope of services set forth in §2. If any such change is not within the scope of services, the Consultant will so notify the Chairman and will submit a proposed change order reflecting an increase (or decrease) in the work. Hourly rates for additional work will be at \$175 per hour. No such change order will be effective to modify this agreement unless it has first been reduced to writing and approved by all undersigned parties.
- (c) The County may, anytime and without cause, upon notice to the Consultant terminate this agreement before completion of the Work. Upon termination, the Consultant will cease all work under this agreement and will turn over to the County all information, records, documents, data, property, publications or other material theretofore received or prepared by the Consultant under or resulting from this agreement, all of which will become the property of the County. The Consultant will submit a final invoice for all work done through the date of termination which will be paid within 45 days of its receipt. In the event of termination, only actual time spent and expenses incurred in the performance of the Work prior to

termination will be compensated. The County will have no liability for lost profits, overhead or other consequential or incidental damages. In the event of termination, the County will be free to abandon the work or retain another consultant to complete the Work.

- (d) The obligations of the County under this agreement are contingent upon the prior appropriation of funds by the Kane County Board if applicable.
- (e) The Consultant will maintain books, records, documents, time sheets and other evidence pertinent to its performance of the Work according to generally accepted accounting principles and practices consistently applied. The County or its authorized representatives will have access to such books, records, documents and other evidence for inspection, audit, and copying. The Consultant will provide appropriate facilities for such access and inspection during normal business hours.

**§ 7. Ownership of Documents and Confidentiality**

All documents, including all original drawings, specifications, tables and data prepared or collected in the course of the Work are and remain the property of the County; shall be maintained as confidential property of the County, shall not be disclosed in whole or in part, to any non-parties to this agreement except at the direction of the County. All data obtained from the County, including digital mapping information, is to be used solely for the purpose of the Work, and shall not be retained by the Consultant for use in any other manner.

**§ 8. Responsibility of Consultant**

The Consultant shall perform the Work in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Consultant represents and warrants that it has thoroughly reviewed the Work; that it is thoroughly familiar with the field of knowledge bearing upon the performance of the Work; that it has any licenses, permits or approvals necessary or appropriate to perform the Work; and that it can produce the Work within the term of this agreement and for the compensation stated herein.

**§ 9. Indemnity**

The Consultant shall indemnify, defend (with counsel reasonably satisfactory to those parties to be defended), and hold the County, its elected officials, the Committee, the Chairman, and their respective agents and employees, harmless from any and all claims, demands, liabilities, damages, loss, cost or expense for or on account of any injury or damage which may arise or which may be alleged to have arisen out of or in connection with, or as a result of any negligent acts, errors and/or omissions of the Consultant, its subcontractors, and their respective employees and agents, in performing the Work, including, but not limited to, claims for releases or disposal of hazardous substances or wastes under CERCLA, RCRC, or any similar federal or state environmental law or regulation. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

**§ 10. Insurance**

The Consultant will obtain prior to the commencement of the Work and will maintain for a minimum of 3 years following completion of the Work the following insurance coverage:

- |                            |   |
|----------------------------|---|
| (a) Workers Compensation   | Shall be in accordance with the provisions of the laws of the State of Illinois |
| (b) General Liability      | \$2,000,000 combined single limit (or equivalent);                              |
| (c) Automobile Liability   | \$1,000,000 combined single limit (or equivalent);                              |
| (d) Excess Liability       | \$2,000,000 each occurrence; and  |
| (e) Professional Liability | \$2,000,000 per claim.  |

Prior to commencement of the Work, the Consultant will furnish the County with a certificate of insurance evidencing the coverage listed above, which names the County as an additional insured on all policies except Workmen's Compensation and Professional Liability, and provides that the County will receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

**§ 11. Equal Employment Opportunity**

Section 6.1 of the Illinois Department of Human Rights Rules and Regulations is hereby incorporated herein by this reference as though fully set forth.

**§ 12. No subcontracts**

The Consultant will be held responsible for the performance of the Work. No part of the Work may be the subject of a subcontract between the Consultant and any other person without the prior written consent of the Director.

**§ 13. Notice**

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent *via* fax, or sent by first class mail, postage prepaid to the Kane County Board, attention Karen McConnaughay, Chairman, Kane County Government Center, 719 S. Batavia Ave., Geneva, IL 60134, (Fax No. 630.232.9188).

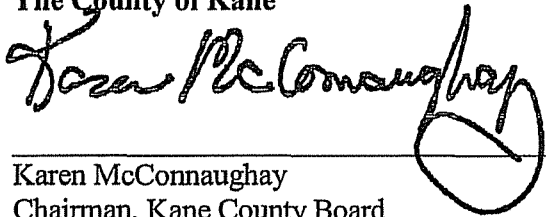
Notice *via* fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

**§ 14. Miscellaneous**

- (a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof. This agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
  
- (b) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this agreement shall be brought in Kane County, Illinois.

- (c) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this agreement without the prior written consent of the other.
- (d) The waiver by one party of any breach of this agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this agreement.
- (e) Nothing in this agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this agreement, nor shall it be construed as giving any rights or benefits under this agreement to anyone other than the parties hereto.
- (f) All exhibits referred to in this agreement are attached and by this reference incorporated herein as though fully set forth.
- (g) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.
- (h) If any action is filed under or relating to this agreement, the non-prevailing party (as determined by the Court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.

The County of Kane

  
 \_\_\_\_\_  
 Karen McConnaughay  
 Chairman, Kane County Board

August 24, 2012  
 Date

Wermer, Rogers, Doran & Ruzon, LLC

\_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Date

## **EXHIBIT 1**

### **(The Work)**

#### **Sec. 2-191. Finance Director.**

(a) *Position Established; Duties:* The position of finance director is hereby established, and shall further be charged with the responsibility of creating and maintaining all necessary systems and procedures which may be required to control, through planning, evaluating and reporting, the financial affairs of the county. The finance director shall also supervise the financial/budgetary administration of all county departments for which the county board is responsible, and to further cooperate with elected officials in order to facilitate effective budget planning and execution; and shall, under the direction of the executive committee and the county board chairman:

- (1) Review monthly financial reports prior to distribution.
- (2) Reconcile cash balances with the treasurer's records for all funds and prepare required monthly journal entries.
- (3) Prepare monthly cash and budget forecasts.
- (4) Approve travel advance requests from the imprest fund, prepare disbursement checks and follow up on reimbursements.
- (5) Approve cash transfers between and within funds, and initiate the appropriate county resolutions.
- (6) Set up accounting system and procedures for newly established funds and initiate the appropriate county resolutions.
- (7) Review activity with administrators of deferred compensation plans on a quarterly basis.
- (8) Such other special projects as may be assigned by the executive committee or the county board chairman.

The finance director shall work under the general direction of the county board chairman, and shall remain employed at the will of the county board. (Ord. 91-303, 11-12-1991; Ord. 93-10, 1-12-1993)