

**RESOLUTION NO. 54-2019**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND HURST KELLY AND CO. LLC FOR SERVICES RELATED TO THE COMPLETION OF THE CITY'S COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY.

WHEREAS, the City is required to complete an annual Comprehensive Annual Financial Report and desires to enter into an agreement with Hurst Kelly and Co. LLC for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and Hurst Kelly and Co. LLC for services related to the completion of the City's Comprehensive Annual Financial Report for fiscal year ending December 31, 2019. The terms and conditions of said contract are set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect from and after the earliest period allowed by law.

PASSED: December 10, 2019

ATTEST:

APPROVED:

  
Clerk of Council



Mayor

First Reading: November 26, 2019

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Ohio Public Law, Section 121.22 of the Ohio Code.

  
Clerk of Council  
City of Monroe, Ohio



November 1, 2019

Karen Ervin  
City of Monroe  
233 South Main Street  
Monroe, Ohio 45050

Dear Karen:

This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will assist the City of Monroe (the City) with assembling, from information provided by the City, the City's Comprehensive Annual Financial Report for the year ended December 31, 2019.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. We will not *audit, review, compile, or prepare* the Comprehensive Annual Financial Report and therefore we will not express an opinion or any other form of assurance on the Comprehensive Annual Financial Report. Further, we will not issue any kind of report on the Comprehensive Annual Financial Report.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

The engagement to be performed is conducted on the basis that the City acknowledges and understands that management of the City has the following overall responsibilities that are fundamental to our undertaking the engagement:

- a. The selection of the financial reporting framework to be applied in the engagement.
- b. The prevention and detection of fraud.
- c. To ensure that the entity complies with the laws and regulations applicable to its activities.
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- e. To provide us with additional information that may be requested for the purpose of the engagement.

Additionally, the City is responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee these engagement services (and all other services that we provide). The City is also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

By your signature below, you grant us permission to communicate directly with your external auditing firm and to provide them with access to our work papers.

Mark Hurst is the engagement partner for the limited services specified in this letter. His responsibilities include supervising Hurst, Kelly & Company LLC's services performed as part of this engagement.

Our fees for these services will be \$22,000.00. Payment for service is due when rendered and interim billings will be submitted as work progresses and expenses are incurred.

You understand and agree that our billings to you become delinquent if not paid within 30 days of the invoice date. You further 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 pay for services rendered or expenses incurred for this engagement, we either may discontinue performing services for you until all outstanding balances are paid 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. You recognize that any discontinuation of work by us could seriously harm your interests but nevertheless specifically give your consent to us to do so regardless of any filing or other deadlines you face. Additionally, the City may cancel the engagement at any time for any reason in its sole discretion. Hurst, Kelly & Company LLC will be paid for all services rendered to date of cancellation.

It is our policy to keep records related to this engagement for 3 years. However, Hurst, Kelly & Company LLC does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the 3 year period Hurst, Kelly & Company LLC shall be free to destroy our records related to this engagement.

If the foregoing is in accordance with your understanding, please sign the enclosed copy of this letter in the space provided and return it to us.

Sincerely,



Mark Hurst

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**Acknowledged and agreed:**

\_\_\_\_\_  
Client Representative, Title

\_\_\_\_\_  
Date