



Mauldin & Jenkins
200 Galleria Parkway SE
Suite 1700
Atlanta, GA 30339

September 5, 2023

Mr. Ricky Clark
City Manager
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

Dear Mr. Clark:

Thank you for allowing Mauldin & Jenkins (“M&J”) to continue to serve the City of Forest Park (“City”) by providing advisory services related to:

1. Following up on the progress made within each department related to M&J’s Citywide Operational and Performance Audit dated April 2021
2. Assessing the Finance Department in its current state to help the City define the Department’s organizational structure, roles and responsibilities, workload, and further define potential opportunities for efficiency, effectiveness, and optimization

We understand that some progress has been made on the numerous recommendations contained in the M&J Citywide Operational and Performance Audit dated April 2021, but that the City does not have a system of accountability or comfort that all City desired recommendations have been implemented. We also understand that there has been position changes and vacancies within the Finance Department that may lend the need for an assessment and plan for delivering and assessing the Department’s required services.

A. Engagement Objectives, Scope, and Approach

Objectives/Scope

1. *Citywide Status Update from M&J Citywide Operational and Performance Audit dated April 2021 objectives and scope include the following:*
 - Conduct interviews with all City departments to assess implementation progress achieved to date related to the recommendations contained in the M&J Citywide Operational and Performance Audit dated April 2021
 - Review documentation, workflow, systems, etc. as needed to verify implementation progress
 - Determine any new barriers or obstacles that may prevent a successful implementation
 - Create report by City department detailing status of implementation. If recommendations have not been implemented, the report will a new strategy (if applicable) for implementation, or will document the City/departmental rationale for not implementing the recommendations

2. Assessment of the City’s Finance Department

- Review the Finance Department’s current taxonomy and core functions
- Review the Department’s current service delivery models by core function (location, use of technology, customer interactions, etc.)
- Review key processes, workflows, inputs/outputs, controls, use of technology, timeliness, levels of review, and governing requirements
- Review Department organization, staffing, positions, and roles and responsibilities
- Assess key functions at the workflow and business process level
- Assess governing requirements
- Assess key milestones/dates
- Identify areas that are performing well to replicate throughout the City and areas for enhancement
- Provide feedback on the Department’s current operations
- Develop meaningful recommendations to improve/enhance Finance operations

Approach and Deliverables

Our approach will consist of the following four phases:



Phase 1 – Initiation and Planning

M&J will conduct a kick-off meeting with the City project sponsor and other relevant City stakeholders. The purpose of the kick-off meeting will be to introduce the M&J Team; discuss roles and responsibilities; and project objectives, scope, timing, communication protocols, and potential risks. The meeting will allow for discussion at a more granular level to help ensure M&J and the City are aligned on key project attributes.

We will also discuss access to people and information needed during the project and methods for requesting and obtaining interviews and data. We will bring an initial information request to the kick-off meeting based on our understanding of the City’s needs and our knowledge of conducting similar projects.

We will work with the City project sponsor to create an initial interview request list. Once the project has begun and knowledge learned, additional information and interview request lists will be developed and submitted to the City.

Outputs: Initial Information and Interview Requests

Phase 2 – Information Gathering

The Information Gathering Phase will consist of obtaining information from two primary sources: information requested from the City and received, and from interviews.

We will create a tracking matrix to identify what information has been received and the completeness of the received information compared to what was requested. We will also create a tracking matrix for the interviews requested and timeliness of being able to conduct the meetings and obtain necessary data. We will include the information and interview tracking matrices in our bi-weekly status reports to the City to ensure visibility into any delays or obstacles.

Outputs: Additional Information and Interview Requests, and Tracking Matrices

Phase 3 – Fieldwork and Data Analysis

There will be significant amounts of data and information leveraged in our approach that will guide our findings, analysis, and recommendations. We will perform our initial fieldwork primarily by:

a. Reviewing requested information and data

We will request and review relevant information such as:

- Organization charts
- Job descriptions including roles, responsibilities, and competencies
- Policies and procedures
- Financial and budgetary information/reports/statements for past three years
- Technology/systems inventory
- Workflow diagrams or mapping

b. Conducting interviews

M&J will conduct multiple interviews with City/Department management and staff. We will use the interviews to gain an understanding of people’s roles and responsibilities, organization and reporting, operating functions, financial management and activities, and compliance and risk mitigation. We will meet with certain employees one-on-one, and will conduct group interviews or workshops where it makes sense.

c. Performing field/workflow/system observations

Part of our fieldwork will include performing direct observations of business processes, workflow, and system usage. We want to understand first-hand how processes and workflow actually operate – not just how they are supposed to operate.

Phase 4 – Validation and Reporting

We will begin this phase while fieldwork is still being conducted. The purpose of this phase is to:

- Begin to share preliminary observations with the appropriate stakeholders through meetings/workshops
- Receive feedback on the preliminary observations
- Based on feedback received, perform additional fieldwork or data analysis as applicable
- Prepare draft report

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- Communicate draft report to the City project sponsor and appropriate stakeholders
- Obtain written feedback from draft report
- Prepare final report
- Present final report to appropriate stakeholders

Outputs: Draft Report, Final Report, Final Report Presentation

Timing

The following table shows our estimated timeframes for the two proposed primary tasks:

Scope	Estimated Timing
1. Following up on the progress made within each department related to M&J's Citywide Operational and Performance Audit dated April 2021	3 – 4 weeks
2. Assessing the Finance Department in its current state to help the City define the Department's organizational structure, roles and responsibilities, workload, and further define potential opportunities for efficiency, effectiveness, and optimization	8 – 10 weeks

We can perform both tasks concurrently and total estimated timeframe will not exceed 8-10 weeks for both tasks.

B. Engagement Team

David Roberts will serve as the engagement partner and will be responsible for overseeing the engagement and the delivery of all services to you. David has extensive experience assessing government operations and specifically finance functions. Kate Russell, who served as a former state agency CFO, and other professionals from our Government Practice will also serve the City in delivering services against our scope of work. Our team consists of seasoned government consultants and governments executives who have “sat in your chair” and understand the fiscal, operational, and political pressures that governments face daily.

C. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations, and understandings with you:

- The services described in this engagement letter constitute an advisory engagement conducted under American Institute of Certified Public Accountants standards for consulting services
- Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does City desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of the City

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- The City will determine the extent of services it wishes Mauldin & Jenkins to provide and will undertake the responsibilities set forth in this engagement letter
- The City will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this engagement on a timely basis
- The City will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction
- The City agrees that all assumptions set forth in this engagement letter are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals
- The City will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables
- Mauldin & Jenkins will provide recommendations as applicable. The City is responsible for evaluating such recommendations and implementing the recommendations as deemed appropriate by the City
- The City will review the draft report in a timely manner
- Untimely review, or access to people or information could have an impact on the project schedule
- In no event shall Mauldin & Jenkins (or its personnel) be liable to the City – whether a claim be in tort, contract or otherwise—for any consequential, indirect, lost profit or similar damages relating to the services provided under this engagement letter, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Mauldin & Jenkins relating to such service

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our services, and the fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

D. Additional Understandings Arising from the Performance of Attest Services by Mauldin & Jenkins

Mauldin & Jenkins currently performs the financial audit in accordance with “Government Auditing Standards” (GAS) issued by the Comptroller General of the United States. GAS requires that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to an existing GAS audit client or an entity for which we may be asked to provide future audit services under GAS standards, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided.

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A critical component of our determination is consideration of management’s ability to effectively oversee the nonaudit service to be performed. The City has agreed to designate an individual who possesses suitable skill, knowledge, or experience and that the individual understands the Services to be performed sufficiently to oversee them.

Accordingly, the management of the City agrees to the following:

1. The City has designated a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. The City will assume all management responsibilities for subject matter and scope of the Services.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management, and those charged with governance, of the City of the objectives of the nonaudit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor’s responsibilities, and any limitations of the nonaudit service. We believe this engagement letter documents that understanding.

The City acknowledges it will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on its behalf in accordance with the “Hosting Services” (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

E. Fees

M&J will provide the services described in this engagement letter based on time and material – meaning that we will bill the City for actual hours worked and related incurred expenses. As the scope and actual time/resource requirements are unknown, we will assume a base fee of \$30,000 or less. If we approach \$30,000 in fees, we will check in with the project sponsor to discuss the work completed to-date and our estimates for completing the work. We will have discussions with the project sponsor for every \$10,000 in fees over the initial \$30,000 base to obtain documented approval for continued work. Our fee estimates are based on the hourly rates included in the following table.

Professional Level	Hourly Rates
Partner	\$330
Director	\$300
Manager	\$250
Senior Staff	\$235
Junior Staff	\$205

We will invoice the City monthly for actual hours and expenses incurred and payment is expected within 30 days.

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The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt of requested information and the scheduling and conduct of requested interviews) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the project. If significant additional time is necessary, or if additional scope elements are requested, we will discuss it with the designated client project sponsor and arrive at a new fee estimate before we incur the additional costs.

The attached Terms and Conditions apply to this engagement and are an integral part of our agreement. Please indicate your agreement to these arrangements by signing and returning a copy of this engagement letter with the completed acknowledgement section.

We appreciate the opportunity to be of service to you and look forward to working with you on this engagement.

Sincerely,

David Roberts, Mauldin & Jenkins
Government Advisory Lead Partner

F. Acknowledgement and Acceptance

We have read and agree to this engagement letter, the attached and incorporated Terms and Conditions. The City and its signatory below represents that said signatory is its duly authorized representative and has the requisite power and authority to bind the City to the undertakings and obligations contained herein.

Acknowledged and accepted:

The City of Forest Park

By: _____

Name: _____

Title: _____