

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**FEBRUARY 7, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – AUDIT PREPARATION AMENDMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

**SYNOPSIS**

A resolution has been prepared to approve Amendment No. 1 to the Professional Services Agreement with ForVis (formally BKD) for financial services and provide the City Administrator or designee authority to amend the contract with ForVis in an amount not to exceed \$10,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for this agreement.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On September 20, the City Council approved a professional services agreement with ForVis (formally BKD) for professional financial services in an amount not to exceed \$50,000. The professional services were necessary for: preparation of the audit workpapers, audit financial reports for the ACFR and to provide assistance in the audit. This project was quoted under the assumption a Finance Director would take over in January 2023 and that the City was not required to have a single audit on federal grants. The threshold for federal grants has been met and requires a single audit. This requires additional work and we still currently do not have City staff to perform this function. Staff is asking Council to approve the amended scope to the ForVis contract to complete the audit.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH FORVIS FOR PROFESSIONAL FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that additional professional financial services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this agreement; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby approve Amendment No. 1 to a professional services agreement with ForVis to provide professional financial services in an amount not to exceed \$10,000.00.

PASSED AND APPROVED THIS 7TH DAY OF FEBRUARY 2023.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

## STATEMENT OF WORK A-2

[Date of Contract]

Mr. Kevin Pokorny, Director of Administrative Services  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128

We appreciate your selection of **FORVIS, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

This Statement of Work (or "contract") is made pursuant to a Master Services Agreement (the "Agreement") and as an extension of Statement of Work A-1, both dated October 3, 2022, by and between City of La Vista ("Client") and FORVIS, LLP ("FORVIS"). This Statement of Work shall pertain to Work performed by FORVIS for Client.

### Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- Audit Fieldwork Assistance Services

### Engagement Fees

Our fees will be based on time, skill, and resources, including our proprietary information required to complete the services and will be billed at the following rates:

<b>Senior Associate</b>	<b>\$195 per hour</b>
<b>Managing Director</b>	<b>\$375 per hour</b>

Our fees will be billed up to a not-to-exceed (NTE) of \$8,000 – \$10,000 (assumes a maximum of 40-50 hours). If additional services are required, in excess of the NTE, subsequent statements of work will be issued.

In addition, you will be billed travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services.

The above fees and related travel time and administrative fees will be billed and are due on the same terms as those in the Agreement. We will bill monthly for services rendered.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

### Contract Agreement

The term of the Work provided under this Statement of Work shall commence on the date of this contract and shall expire on completion of the deliverables.

This Statement of Work serves as an addendum to the Agreement and serves to clarify FORVIS' understanding of the Work desired by Client, but does not modify any other rights, restrictions, or agreements contained in the Agreement.

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and the original Agreement, on behalf of City of La Vista.

BY \_\_\_\_\_  
Mr. Kevin Pokorny, Director of Administrative Services

DATE \_\_\_\_\_

## Scope of Services

The following apply for all services:

<b>Limitations &amp; Fraud</b>	Our work does not include any services not specifically outlined in this Statement of Work.
<b>No Financial Statement Services</b>	This engagement is not intended to be an audit, review, compilation, or preparation of financial statements in accordance with standards issued by the American Institute of Certified Public Accountants. Accordingly, our firm name should not be associated with your internal financial statements.
<b>Value-Added Services</b>	At your request, other value-added services can be provided and related fees will be separately quoted.
<b>Third-Party Submissions</b>	Our engagement will not include the submission of documentation to any third parties. We will not make this or any other submission unless we are separately engaged to do so. You understand that the timely submission of this information is your responsibility.

## Audit Fieldwork Assistance Services

We will respond to auditor inquiries and requests throughout the City's audit fieldwork, as directed and supervised by you. You agree to review and take full responsibility for the work performed, information provided, and inquiries answered and for the content that is presented within. We will not perform any attest procedures on the workpapers prepared, nor will we express any opinion on them.

The following apply for the outsourced accounting services described above:

<b>Limitations &amp; Fraud</b>	<p>This engagement is not designed to prevent or discover errors, misrepresentations, fraud, or illegal acts, and you agree we have no such responsibility.</p> <p>Because of the limits in any internal control structure, errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected.</p>
<b>Your Responsibilities</b>	You retain responsibility for performing management responsibilities and making management decisions and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. If you approve of these entries, no response is necessary.