

**AGENDA**


**INVESTMENT AND FINANCE COMMITTEE MEETING  
LEUCADIA WASTEWATER DISTRICT**

May 12, 2015 – 9:00 a.m.  
1960 La Costa Avenue, Carlsbad, CA 92009

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1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **New Business**  
None.
5. **Information Items**
  - A. **Brownell & Duffey Contract Extension for Accounting Services**  
Authorize the General Manager to execute a six and one-half month extension to the Brownell & Duffey Professional Services Agreement for as needed accounting services. (Pages 2-4)
6. **Directors' Comments**
7. **General Manager's Comments**
8. **Adjournment**

**MEMORANDUM**

**DATE:** May 7, 2015  
**TO:** Investment & Finance Committee  
**FROM:** Paul J. Bushee, General Manager   
**SUBJECT:** **Brownell & Duffey Contract Extension for Accounting Services**

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**RECOMMENDATION:**

Staff recommends that the Investment & Finance Committee (IFC):

1. Authorize the General Manager to execute a six and one-half month extension to the Brownell & Duffey Professional Services Agreement for as needed accounting services.
2. Discuss and provide direction as appropriate.

**DISCUSSION:**

During June 2012, LWD entered into a Professional Services Agreement with Brownell & Duffey for accounting services. The initial contract period was for 3 years with an option to extend for 2 additional years. These terms were selected for efficiency and to allow for continuity of service beyond the initial term should it be warranted by Brownell & Duffey's performance.

The initial three-year period of the Brownell & Duffey agreement will expire on June 30, 2015.

Based on Brownell & Duffey's performance and commitment to LWD, staff is recommending that the contract be extended for a six and one-half month period until the FY2016 staffing reorganization is effective on or about January 18, 2016.

Overall, Brownell & Duffey's performance has been excellent. They are recognized as a valuable asset to our District.

Therefore, staff recommends that the IFC review the proposed Amendment No. 1 (attached) and authorize the General Manager to execute a six and one-half month (6.5 months) extension to the Brownell & Duffey Professional Services Agreement for accounting services.

cal:PJB

Attachment

**AMENDMENT NO. 1  
TO THE AGREEMENT BETWEEN  
THE LEUCADIA WASTEWATER DISTRICT  
AND  
BROWNELL & DUFFEY, CERTIFIED PUBLIC ACCOUNTANTS  
FOR ACCOUNTING SERVICES**

This Amendment No. 1 to the AGREEMENT is made and entered into this 13<sup>th</sup> day of May, 2015 by and between the Leucadia Wastewater District, hereinafter referred to as DISTRICT, and Brownell & Duffey, Certified Public Accountants, hereinafter referred to as CONSULTANT.

WHEREAS, the DISTRICT and CONSULTANT entered into a three (3) year AGREEMENT for accounting services on June 21, 2012; and

WHEREAS, said AGREEMENT expires on June 30, 2015; and

WHEREAS, said AGREEMENT includes an option to renew or extend the AGREEMENT for two (2) additional years; and

WHEREAS, DISTRICT has determined it would be most efficient to amend the AGREEMENT to extend the period of services from July 1, 2015 to January 17, 2016 or a period of approximately six and one-half (6.5) months.

NOW THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, DISTRICT and CONSULTANT agree to amend the AGREEMENT as follows:

**ARTICLE 1. TERM OF CONTRACT**

Article 1: TERM OF CONTRACT, Section 1.01 shall be amended to read as follows:

1.01 The term of this contract shall be extended for a six and one-half month period commencing on July 1, 2015 and ending on January 17, 2016, or until terminated as provided under Article 7.

**ARTICLE 4: COMPENSATION**

4.01 Compensation for all work performed under Amendment No. 1 shall be calculated on a time and materials basis. Compensation for the services performed during this extension period shall not exceed \$59,000. This amount shall be added to the previous amount to bring the total not to exceed amount for the AGREEMENT to \$366,350. This amount shall not be exceeded unless there is a change in scope of work, in writing and agreed to by both parties.

All other terms and conditions of the AGREEMENT shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto caused this AGREEMENT to be executed the day and year first above written.

**BROWNELL & DUFFEY**

**LEUCADIA WASTEWATER DISTRICT**

By: \_\_\_\_\_  
Richard Duffey, CPA

By: \_\_\_\_\_  
Paul J. Bushee, General Manager