



Nine Mile Creek Discovery Point
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www.ninemilecreek.org

MEMO

TO: Nine Mile Creek Watershed District Board of Managers
FROM: Randy Anhorn
DATE: June 11, 2019
RE: Extension of agreement for accounting services with JMSC

Background

As a result of discussions at the Board's May 16, 2018 regular meeting on the received accounting RFPs as part of the District's 2018-2019 biennial solicitation for professional services, the managers choose to extend the contract with JMSC PLLC as the provider of general accounting services for one year as opposed to two, and re-evaluate their services after that year.

The executed contract expired on May 31, 2019.

In staff's opinion, the working relationship with JMSC and the services they provide the District have greatly improved following their re-staffing of the person that directly provides support to the District (which occurred near the end of 2017).

For this reason, I suggest that we extend the contract with JMSC for the remaining year (ending May 31, 2020) prior to the next biennial solicitation for professional services (which will be in March/April of 2020). The draft amendment is attached.

Request

Staff recommends extending the contract with JMSC as the provider of general accounting services for one year and upon advice of counsel authorize the Administrator to enter into the necessary amendments to the existing agreements for the extension.

**Amendment to the Agreement Between
Nine Mile Creek Watershed District and JMSC Futurity
Accounting Services**

WHEREAS by vote on May 16, 2018, the Nine Mile Creek Watershed District Board of Managers selected JMSC Ventures II PLLC, a private Minnesota corporation doing business as JMSC Futurity (Consultant) to provide audit services to the Nine Mile Creek Watershed District for one year, and entered an agreement for Consultant to provide accounting services as specified therein dated [DATE] (the Agreement); and

WHEREAS by vote on June 19, 2019, the NMCWD Board of Managers elected to extend the agreement with JMSC Futurity to provide audit services for an additional year

NOW, THEREFORE, the Agreement is amended to provide for provision by Consultant of a second year of accounting services to NMCWD. The Agreement as specifically amended follows:

A. Paragraph 1. Scope of Work is amended to provide for the provision of the Services, as defined therein, through May 31, 2020.

B. Paragraph 5. Compensation is amended to read as follows:

NMCWD will compensate Consultant for the Services in accordance with the rates in Exhibit A, in an amount not to exceed ~~\$3,200~~62,400 for Services other than accounting services related to the preparation of NMCWD's annual audit, and an amount not to exceed ~~\$4,000~~8,000 for preparation of accounting information requested by the NMCWD administrator for purposes of NMCWD's annual audit. Payment for undisputed work will be due within 35 days of receipt of invoice.

C. Paragraph 6 of the is amended to extend the term of the Agreement to June 30, 2020.

Except as explicitly amended or revised herein, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this amendment and the Agreement, the terms of this amendment will prevail.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto execute and deliver this amendment.

[Signature page follows.]

JMSC Ventures II PLLC

By [NAME]
Its _____

Date: _____

Approved as to form and execution

NMCWD attorney

Nine Mile Creek Watershed District

Randy Anhorn
Its administrator

Date: _____

DRAFT