

LETTER AGREEMENT FOR CONSULTATIVE SERVICES

This Letter Agreement sets forth the agreement and understanding between Mid-Peninsula Water District (District) and Interstate Gas Services, Inc. DBA IGService (IGS) for the purpose of IGS providing annual disclosure assistance related to District's 2016 issuance of Certificates of Participation.

SCOPE OF SERVICES:

IGS shall serve as Dissemination Agent and prepare the annual Continuing Disclosure reports associated with District's 2016 Financing Project.

District shall provide supporting data necessary to complete each report as requested by IGS, including audited financial statements, additional data necessary to calculate debt service coverage ratios, and all other required data pursuant to the Continuing Disclosure Certificate contained in the Official Statement associated with the 2016 Financing Project.

Completed draft disclosures shall be provided to District for review, discussion, and approval, and thereafter uploaded to Electronic Municipal Market Access (EMMA).

Disclosures shall be completed by March 31st of each year.

FEES:

The fee for the work described in Scope of Services is set at \$1,600 per each disclosure report completed, approved by District, and uploaded to EMMA.

TERM:

This Agreement commences as of full execution and shall continue until terminated by either party on at least 30 days written notice, except all payments owed shall be made, regardless of termination.

INDEPENDENT CONTRACTOR:

In performing under this Agreement, IGS shall act at all times as an independent contractor. IGS shall not make any commitment or incur any charge or expense in the name of District.

IGS expressly agrees, acknowledges, and stipulates that neither this Agreement nor the performance of its obligations or duties thereunder shall ever result in IGS, or anyone employed by IGS, being:

- A. An employee, agent, servant or representative of District; or
- B. Entitled to any benefits from District, including, without limitation, pension, profit sharing, accident insurance, or health, medical, life, or disability insurance benefits or coverage, to which employees of District are entitled.

The sole and only compensation and/or benefit of any nature to which IGS shall be entitled are the payments provided for herein. District shall have no direction or control of IGS or its employees and agents except in the results to be obtained subject to District's right to review/inspect the services. The actual performance and supervision of all services shall be by IGS, but the services shall meet the approval of District.

SOCIAL SECURITY AND WAGE TAX LIABILITY/WORKER'S COMPENSATION INSURANCE:

IGS agrees to pay timely and to accept exclusive liability for the payroll taxes, contributions for unemployment compensation insurance, old age benefits, social security, and any other payments now or hereafter imposed by the Government of the United States or by any state or political subdivision thereof, which are measured by the wages, salaries or other remuneration paid to IGS' employees. IGS agrees to indemnify District and save it free and harmless from and against any and all taxes, contributions, and/or payments imposed by law upon IGS. IGS will at all times carry and provide worker's compensation insurance coverage for its employees.

ASSIGNMENTS AND SUBCONTRACTS:

This Agreement and all duties and obligations described hereunder are personal in nature. Accordingly, IGS shall not assign this Agreement or any portion thereof or subcontract to another party.

PAYMENT:

IGS shall bill District on a monthly basis for work completed. District shall pay bills from IGS within 30 days after receipt.

CONTACT INFORMATION:

Communication between IGS and District shall be directed to the address and contact information shown below. Formal communication and notices shall be in written form. The Parties accept email as a communication tool.

Mid-Peninsula

Mid-Peninsula Water District
3 Dairy Lane
Belmont, CA 94002
Attn: Tammy Rudock
General Manager
Email: tammyr@midpeninsulawater.org

IGService

IGService
15 Shasta Lane
Walnut Creek, CA 94597
Attn: Dan Bergmann
Principal
Office Phone 925-946-9090
Email: dan@igservice.com

ATTORNEYS FEES:

In the event either party commences legal action in the courts to enforce or interpret any of the terms of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorney's fees and costs.

INDEMNITY:

IGS shall defend, indemnify and hold harmless the District and all District employees and agents from all claims, liabilities and actions filed against them in the courts or otherwise, which result from IGS' work or actions hereunder. District shall defend, indemnify and hold harmless IGS, its employees and agents from all claims, liabilities and actions filed against them in the courts or otherwise, which result from the District's actions hereunder.

If the above conditions and terms meet with your approval, please sign below.

Mid-Peninsula Water District:

By: Tammy A. Riddick Date 12/15/16
Name: Tammy A. Riddick
Title: General Manager

Interstate Gas Services, Inc. DBA IGService

By: Dan Bergmann Date 12/15/16
Dan Bergmann, P.E.
Principal
Interstate Gas Services, Inc. DBA IGService