
REGULAR MEETING
BOARD OF DIRECTORS
THURSDAY, SEPTEMBER 24, 2015 – 6:30PM
3 DAIRY LANE, BELMONT CALIFORNIA

AGENDA

1. OPENING

- A. Call to Order
- B. Establishment of Quorum
- C. Pledge of Allegiance

2. PUBLIC COMMENT

Members of the public may address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Please complete a speaker's form and give it to the District Secretary. Each speaker is limited to three (3) minutes.

3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS

4. ACKNOWLEDGEMENTS/PRESENTATIONS

None

5. CONSENT AGENDA

All matters on the Consent Agenda are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the Consent Agenda as a whole is acted upon.

- A. Approve Minutes for the Regular Board Meeting of August 27, 2015
- B. Approve Expenditures from August 20, 2015, through September 16, 2015
- C. Approve Contract for Professional Services in the amount of \$144,941 with Accela, Inc., for a Comprehensive Financial Management System
- D. Approve Contract for Professional Services in the amount of \$38,550 with Cornerstone Structural Engineering Group, Inc., for Dekoven Water Tanks Seismic Retrofit Evaluation and Strategy Development
- E. Approve Contract for Professional Services in the amount of \$30,845 with Subtronic Corporation for Water Leak Survey of MPWD System

6. HEARINGS AND APPEALS

None

7. DROUGHT AND WATER CONSERVATION

- A. Water Conservation Progress Report

8. REGULAR BUSINESS AGENDA

- A. Receive MPWD Annual Report for End of Fiscal Year 2014/2015
- B. Consider Resolution 2015-18 Authorizing the Amended MPWD Budget for FY 2015/2016 – Capital Outlay/Capital Projects
- C. Consider ACWA Ballot for Region 5 Board Election for the 2016/2017 Term
- D. BAWSCA Update

9. MANAGER'S AND BOARD REPORTS

- A. General Manager's Report
 - 1. Supplemented by Administrative Services Manager's Report
 - 2. Supplemented by Operations Manager's Report
 - 3. Supplemented by District Engineer's Report
- B. Financial Reports
- C. Director Reports

10. FUTURE AGENDA ITEMS

Requests from Board members to receive feedback, direct staff to prepare information, and/or request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken.

11. COMMUNICATIONS

12. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 - Government Code Section 54956.9(a)
 - State Farm v. Mid-Peninsula Water District, et al.*
 - San Mateo County Case No. 534546
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 - Government Code §54956.9(b)
 - Two Claims:
 - 1. Maskay, Inc. d/b/a Eurotech
 - 2. House of Wreckers

13. ADJOURNMENT

This agenda was posted at the Mid-Peninsula Water District's office, 3 Dairy Lane, in Belmont, California, and on its website at www.midpeninsulawater.org.

ACCESSIBLE PUBLIC MEETINGS

Upon request, the Mid-Peninsula Water District will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation (including auxiliary aids or services), to enable individuals with disabilities to participate in public meetings. Please contact the District Secretary at (650) 591-8941 to request specific materials and preferred alternative format or auxiliary aid or service at least 48 hours before the meeting.

Next Board Meeting: October 22, 2015, at 6:30PM

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REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE MID-PENINSULA WATER DISTRICT

August 27, 2015
Belmont, California

1. OPENING

A. Call to Order:

The regular meeting of the Mid-Peninsula Water District Board of Directors was called to order by President Linvill at 6:30 PM.

B. Pledge of Allegiance – The Pledge of Allegiance was led by Director Warden.

C. Establishment of Quorum:

PRESENT: Directors Linvill, Stuebing, Vella, Warden, and Zucca.

ABSENT: None

A quorum was present.

ALSO PRESENT: General Manager Tammy Rudock, Operations Manager Rene Ramirez, District Engineer Joubin Pakpour, and District Treasurer Jeff Ira. District Counsel Joan Cassman arrived at 6:55PM.

Administrative Services Manager/District Secretary Candy Pina was absent. General Manager Rudock served as District Secretary during her absence.

2. PUBLIC COMMENTS

None.

3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS

General Manager Rudock reported that Pages 4 and 5 in the July 23, 2015 Minutes were published inadvertently in reverse order. Agenda Item 8.Bb, the word "repaving" needs to be removed from the title. The Board approved these corrections to the agenda.

4. ACKNOWLEDGEMENTS/PRESENTATIONS

General Manager Rudock acknowledged Henry Young's 15-Year Service Anniversary. Operations Manager Ramirez reported that he acknowledged his service time and accomplishments at the luncheon given in his honor.

5. CONSENT AGENDA

A. Approve Minutes for the Regular Board Meeting of July 23, 2015.

B. Approve Expenditures from July 17, 2015, through August 19, 2015.

Vice President Zucca moved to approve the Consent Agenda as modified by the comments on the minutes, Director Stuebing seconded, and it was unanimously approved.

6. HEARINGS AND APPEALS

None.

52 **7. DROUGHT AND WATER CONSERVATION**

53 **A. Water Conservation Progress Report**

54 General Manager Rudock summarized her written report. The MPWD received from the
55 State Water Resources Control Board (SWRCB) a letter congratulating and thanking the
56 MPWD for exceeding the 20% goal so far.

57
58 She distributed SWRCB compliance reports and summarized what to expect if the goal
59 is not achieved.

60
61 MPWD still has one non-compliant rate payer who continues to water daily. Staff is
62 working with District Counsel on levels of formal compliance notices.

63
64 The state implemented an on-line water waste reporting tool, but the MPWD has not
65 received any complaints through it. Staff finalized an on-line reporting tool for MPWD's
66 website, which is targeted for launch by the end of the month.

67
68 MPWD continues to work very closely with the Belmont Parks and Recreation
69 Department to find additional ways to reduce water usage. General Manager Rudock
70 also reported that there were opportunities for the MPWD to work with them on several
71 small areas identified in their annual reporting for conversion from turf to drought tolerant
72 plants.

73
74 Vice President Zucca mentioned he would like to see MPWD partner with Parks and
75 Recreation to help reduce water consumption as long as it is consistent and makes
76 sense for both agencies' priorities, then he would have no objections.

77
78 At Director Vella's request, General Manager Rudock discussed the Gallons per Capita
79 per Day (GPCD), because according to the report, MPWD is on the higher end of the
80 spectrum. MPWD was at 81.1 GPCD for July. She pointed out that 55 GPCD was the
81 indoor standard cited by the SWRCB. She reported that MPWD customers were at 123
82 GPCD in July 2013 and at 106 GPCD in July 2014. This reflected progress over the 3-
83 year period, even though it was not as low as some other Districts. Director Vella was
84 concerned that because MPWD was a BAWSCA agency, MPWD needed to reduce
85 more since BAWSCA will be looking for those lower numbers from their agencies.

86
87 General Manager Rudock mentioned that the Lawn-Be-Gone program was budgeted at
88 \$30,000 for this fiscal year and that level of funding would be exhausted in the next
89 couple of months because MPWD has two very large commercial Lawn-Be-Gone
90 applications from PG&E on Industrial Road totaling approximately \$50,000, and an
91 apartment HOA that submitted the first phase of the their planned turf removal totaling
92 approximately \$20,000. A question was asked whether there is a difference in the
93 administration of residential versus commercial applications, and General Manager
94 Rudock responded that there was no difference and each is eligible to receive \$2 per
95 square foot with no cap.

96
97
98 **8. REGULAR BUSINESS AGENDA**

99 **A. Progress Report on MPWD 2015 Strategic Plan and Process Follow-Up by Julie**
100 **Brown**

101 General Manager Rudock summarized how she organized the three progress reports
102 presented. It took her two full days to gather status information and create the reports,

103 which ended up being a good exercise. She attempted to anticipate what information
104 Directors would like to see, how much information, and in what format. She developed a
105 "TO DO" calendar to reflect remaining strategic elements to achieve and the associated
106 timeline, which exceeded the plan's calendar year.

107
108 She opined that many items, particularly the "Basic Measures" seem to be standard
109 operating procedures and should be shifted out of the Strategic Plan. The Action Plan
110 items developed in January are what she would consider to be the strategic elements,
111 and what should be considered as the big picture priorities for the MPWD.

112
113 Julie Brown acknowledged what she considered to be the Board's successes in its
114 strategic planning process to date. She said the progress, the professionalism, the
115 structure, the format, and the interaction between the General Manager and the Board
116 had been incredible and very significant. The two points to discuss were 1) The content
117 of the plan; and 2) Review where MPWD is now under new management. She wanted
118 to take a step back to review the process by which the Board is monitoring the plan,
119 updating the plan, and utilizing the plan. She then referred to the questions she posed:
120 1) How is this process working in terms of monitoring the strategic plan as a Board? and
121 2) Are communications with staff strategic or tactical? She noted that Boards should be
122 much more strategic. She noted the evolutionary changes with the new General
123 Manager and the confidence in where the agency is going in its successes. When she
124 started working with the agency, the Board was extremely focused on the day-to-day
125 operations, which was not necessarily a prudent use of the Board's time and it was not
126 how the agency needed to be run. She does not see that need anymore, and
127 congratulated the Board on their hard work to eliminate that need. She then focused on
128 the following: 1) To what degree is the conversation strategic about this plan? and 2)
129 How well is the format working for you?

130
131 General Manager Rudock mentioned how challenging it is to work on such a detailed
132 plan, including progress reporting, and Julie Brown agreed with her assessment of the
133 work involved and commented that it can be vastly simplified. It could be a summary
134 report similar to the one created by the General Manager, and the focus could be on the
135 conversation about the strategic needs as opposed to looking at the data. No plan is
136 static, and things come up during the course of the year, so she turned to the Board and
137 further asked how they were accommodating new priorities? Were they thrown on the
138 list with the hope that everything gets done? Was the Board considering resource trade-
139 offs as part of an interactive discussion? How were the new priorities evaluated against
140 the existing priorities in terms of speaking to where they fit and what they are doing?

141
142 Director Stuebing commented first that there were reasons the Board previously needed
143 to get into the level of detail as part of the strategic planning process. He then stated
144 that new priorities do not get updated into the Strategic Plan since the plan is updated
145 once a year. An example of a very important item that did not get into the plan was
146 about meeting the state standards for water conservation. Staff spends a lot of time on
147 this task. His final comment was that the Board needs to be careful about making this a
148 living document.

149
150 Director Zucca agreed with Julie Brown and Director Stuebing and the previous need for
151 the level of detail. He then said that the Board can back away as confidence has grown
152 with the management staff in place. And then he reiterated that there was no longer a
153 need to be involved at that level of detail with General Manager Rudock on board. It

154 becomes an issue of finding the right balance of policy versus being involved in the
155 details. His reaction to the document was "this is so two years ago." This is what they
156 needed to be doing two years ago, but it is no longer the appropriate documentation
157 going forward or what they want to generate as a planning and tracking tool for next
158 year.

159
160 Director Vella commented that we live in rapidly changing times, and it is difficult to
161 foretell priorities. This plan has to be flexible enough to open up to something that may
162 take priority because it is the most demanding thing needing to be dealt with.

163
164 Director Warden spoke to the living document comment, adding that a year goes by
165 rapidly and other than the huge water conservation priority mandated by the State, he
166 was in favor of taking a good stab at what needs to get done in a year and then backing
167 off. If items are constantly added and priorities continue to change, priorities shift
168 around and some of the items planned for are not getting accomplished. Instead, he
169 suggested adding things as a wish list, but really just stick to the plan and expected
170 dates unless something comes along for which the MPWD has no control. He agreed
171 with being involved in the strategy versus the tactical. But he would like to see the
172 tactical results based on the strategy. For example: We have the strategy we want to
173 coordinate with the city. So we do not tear up the street, pave it, and then tear it up two
174 years later. The implementation of that is obviously tactical, and that is something that
175 staff needs to work on, but he would like to see the results of that strategy which is being
176 done.

177
178 President Linvill thanked Julie Brown for putting together this tool at a time when it was
179 really needed. The purpose was to articulate the MPWD's strategic plan and include
180 progress reporting. It was not meant to be a burdensome document. But now we are
181 able to step back and fulfill our true role as policymakers. Along those lines, we needed
182 a certain amount of reporting to make sure the policies were being implemented and that
183 our strategic plan was being adhered to. She asked Julie Brown to work with General
184 Manager Rudock to make this tool articulate MPWD's strategic plan so that it is
185 documented and then have it on our website.

186
187 Julie Brown appreciated the Board's acknowledgement of staff's hard work and she will
188 work with the General Manager to create a tool that will accommodate sufficient
189 reporting.

190
191 Vice President Zucca added that the Action Plan for 2015 located on pages 79-80 is
192 probably an adequate level of detail given. If we have questions, General Manager
193 Rudock can report back on that rather than having to report on every single item
194 regardless of whether the Board had a question on it or not.

195
196 To get ready for January's Strategic Planning meeting, Vice President Zucca and either
197 President Linvill or Director Stuebing will be part of a committee to review the format.

198
199 General Manager Rudock finished reporting on various items that were either in
200 progress or completed from the 2015 Strategic Plan – Progress Checklist.

201
202 **B. Consider Resolution 2015-16 Accepting as Complete the Buckland Tank Driveway**
203 **Replacement Project and Authorizing the Recordation of a Notice of Completion**
204 **for the Project**

District Engineer Pakpour summarized his written report.

Director Vella moved to approve Resolution 2015-16 Accepting as Complete the Buckland Tank Driveway Replacement Project and Authorizing the Recordation of a Notice of Completion for the Project, Director Zucca seconded. Roll call was taken, and it was unanimously approved.

C. Consider Resolution 2015-17 Authorizing an Additional FY 2015/2016 Capital Project Totaling \$40,000: MPWD Dairy Lane Premises Cabling/Wiring Installation for Telephone and Data Systems Transition to Digital Platform (from Analog), and Approving Installation by Stepford, Inc.

General Manager Rudock discussed the after-hours call difficulties with the existing telephone system. Field Operations Supervisor (FOS) Brent Chester worked diligently with Fonality to troubleshoot the problems, along with Stepford, Inc., the MPWD's IT consultants. The problems were not resolved, and staff determined it was time for MPWD to transition from analog to a digital Platform, and transition telephone services to Comcast. Staff would include this project in a proposed Amended Capital Budget next month. Jim Fruuen from Stepford, Inc. added that the new system will bring business continuity and disaster recovery for MPWD's telephone services. If something were to happen to the building, since the telephone system will be outside the building, it will not go down.

Director Stuebing moved to accept Resolution 2015-17 Authorizing an Additional FY 2015/2016 Capital Project Totaling \$40,000: MPWD Dairy Lane Premises Cabling/Wiring Installation for Telephone and Data Systems Transition to Digital Platform (from Analog), and Approving Installation by Stepford, Inc., Director Vella seconded. Roll call was taken, and it was unanimously approved.

D. Consider ACWA's Call for President and Vice President Candidate Nominations for the 2016/2017 Term

General Manager Rudock presented the current nominations for ACWA Board President and Vice President, and the Board declined to offer an additional nomination for the offices. They will consider the ballot when it is presented.

E. BAWSCA Update

Director Vella commented that the meeting tone in July was "doom and gloom" versus the August meeting tone that centered around more effort on water conservation. It was reported that there is a 90% chance of an El Nino but the conditions and history with these conditions may translate to an El Nino affecting Southern California more than Northern California. There was discussion about the reappointment of Art Jenson, who was the former CEO for BAWSCA for many years. He retired and was retained as Special Advisor. They also talked about BAWSCA's investments and the reserve policy.

9. MANAGER'S AND BOARD REPORTS

A. General Manager's Report

General Manager Rudock highlighted items within her Manager's report.

General Manager distributed the ACWA/JPIA 2016 Open Enrollment benefits package. She reported that she had met with staff and reviewed the open enrollment package. Open Enrollment starts October 1st and closes November 13th. She provided a summary

review of the benefits and reviewed the cost changes. She noted that the Account Based Health Plan is now referred to as a Consumer Driven Health Plan.

She attended the Belmont Parks and Recreation Commission Meeting in support of the department's water conservation efforts and to report on the MPWD's progress toward its goal.

She and President Linvill went to the coordination meeting with the Belmont City Officials. It was an informal meeting, and informative. Everyone agreed they would like to meet twice a year. Discussions included: Annual reporting of customer account data for the City's sewer charges on property tax bills; President Linvill presented a conservation update; the City would like to have an MPWD presentation before the full City Council about the state of the water once a year; and there was general agreement that better coordination between MPWD and the City is needed so developers are more informed about the permitting and development processes.

Vice President Zucca asked if there was a form that lists out all the agencies that will need to be contacted if development is being considered. General Manager Rudock responded that the MPWD is not specifically included on the City's permit card for the plan check/review process and final inspection processes, only referenced as "Water Department" in the final inspection block of the form.

Staff and the District Engineer met with the development team for the mixed use, multi-family and commercial development proposed at 576-600 El Camino Real. It was a productive meeting, including discussions about the MPWD's metering requirements, water capacity charges, and water demand offset fees. There was a subsequent communication from the developer about sub-metering inside the building and staff responded that approach would not meet the MPWD's standards.

Vice President Zucca commented that legislation is two steps away from being passed that individual metering is going to be the requirement, so MPWD is not asking for something outside of what will be required very soon. Director Warden suggested that a professional communication be created to share with City staff clarifying the MPWD's policies and standards.

1. Supplemented by Administrative Services Manager's Report

General Manager Rudock reported the reserves on page 125 are at almost \$3.4 million. Staff is working toward eliminating the need for the Petty Cash fund and will be exploring a Costco Corporate Card for purchasing MPWD materials and supplies rather than reimbursing from Petty Cash.

2. Supplemented by Operations Manager's Report

Operations Manager Ramirez submitted an updated 2-page report because of an inadvertent error during publication of the agenda packet. He highlighted the following items:

Automated Metering Infrastructure (AMI): Staff is focused on Zone 1 (MPWD's largest zone) commercial meters for installation by April 2016.

SCADA System: Staff is focused on reducing power costs for pumping since MPWD spends about \$250,000 annually. Staff plans on furthering its off-peak

pumping and will meet with PG&E officials to discuss rate tiers for additional cost savings.

Maintenance: During July, staff exercised 91 valves. They want to get to each valve every two years, which is very proactive for such a small staff. He responded to a question posed by Director Vella, explaining that when staff exercises the valves and the hydrant outlets, they are careful not to spill out too much water. Rubber gaskets were replaced and additional tie rods in the coupling joint were installed at one of the MPWD pump stations to give it more strength.

Nitrification Monitoring: Staff is taking additional steps to keep the water in MPWD's tanks fresh. MPWD is now moving a lot of water at night, and it has been a successful strategy. He commended the staff for the way they are thinking and has found they are very knowledgeable of MPWD's system.

The City of Belmont asked MPWD to relocate its valve cans along Notre Dame Avenue before the roadway was reconstructed, and that was coordinated and accomplished.

He is meeting with his direct reports at least twice a month. They discuss how they can be better managers, what is on the Board's and the General Manager's radar list, on the General Manager's, what they are seeing out in the field, and how they can continue to serve the community.

Rick Bisio and Operations Manager Ramirez attended the Emergency Manager's Association Meeting for San Mateo County.

They are coordinating with the City of Belmont to include the MPWD within its local hazard mitigation plan.

The Standard Operating Procedure (SOP) format has been created.

Staff met with the local fire department, Kent Thrasher, Battalion Chief, discussing water theft. MPWD's system has isolated fire hydrants that could be potential targets for theft. District Engineer Joubin added that other agencies he worked with have had issues with contractors not turning off the hydrants properly, which has caused three very major leaks in the tens of thousands of dollars, and is an issue in maintaining infrastructure properly.

3. Supplemented by District Engineer's Report

District Engineer Pakpour reported follow-up items: a) Value exercising: another great value is finding valves that have been buried under asphalt; b) The Local Hazard Mitigation Plan end benefit is that MPWD will receive matching funds from FEMA in the event of a declared emergency or disaster.

District Engineer Pakpour distributed the projects list from the recently completed water hydraulic modeling, which is now fully calibrated. Zone 1 was the highest dollar amount totaling \$13,600,000. Two of the largest projects are in Zone 1 and parallel each other on Old County Road and El Camino Real. Throughout Old County Road, there are two water mains, and in some places, there are three. The model shows a need for one 8-inch water main. He explained the need for multiple

mains in the past, but it is no longer necessary. There are multiple redundancies within the MPWD's system. There are a few other projects being reviewed in Zone 1. This is a draft and staff will have the final list of capital projects in October 2015. The plan currently has 89 distinct projects and each project is backed up with a hydraulic modeling and distribution system analysis. A 5-year plan is also forthcoming.

Vice President Zucca would like to know the criteria for prioritization of the capital projects when it is developed. Director inquired about need for additional water storage tanks within the MPWD system. In response to Director Warden's question, District Engineer Pakpour noted the Folger Property does not appear to be an adequate site for a potential tank site because it is too low in elevation to feed Zone 1. This site would need to be 35 feet higher to provide the necessary amount of pressure to Zone 1. So they are looking into identifying any possible sites above the Folger property for additional storage.

General Manager Rudock said she was very proud of this project. Now the institutional knowledge has been documented and incorporated into the modeling and will stay with the District when staff retires. It has been a huge achievement for all and will be a great way to do business going forward.

President Linvill added MPWD cannot do capital budgets without this modeling in place.

General Manager Rudock reported that the Folger property's lease will end in November 2015. So she will be getting it surveyed, consider what to do with the pump station on that property, and then bring back a proposal on what can be done with this property.

B. Financial Reports

General Manager Rudock noted the new box added this month in the upper right hand corner of the detailed Operations Budget which shows the target YTD % for the month. She also directed attention to page 143 which shows a monthly depiction of Water Commodity Sales and Purchased Water tracking graph.

C. Director Reports

Director Stuebing reported he attended the San Mateo County Special District Chapter meeting. The biggest issue from the meeting was about the Municipal Service Review (MSR) for the Harbor Industrial District.

Director Vella participated in Belmont's National Night Out (NNO) event, and said there was good MPWD involvement.

Director Warden brought up the potential for canceling the MPWD's November election since no candidates other than the incumbent signed up to run. District Treasurer Ira noted that San Carlos will be cancelling their elections for the same reason. The Board directed District Counsel Cassman to follow up on this item and report back the pros and cons to the Board.

Vice President Zucca said he attended the NNO activities at the Carlmont Shopping Center. At the last Water Manager's meeting for BAWSCA, Santa Clara gave a very

408 good presentation on a tap water truck they designed and had constructed. It offered
409 customers an opportunity to fill up their water bottles rather than use bottled water at
410 community events or during a water service interruption. It cost about \$175,000, and it
411 is a model for if a disaster situation occurs.
412

413 President Linvill met with the City of Belmont historian, Denny Lawhern, who has a huge
414 file on the MPWD. He would like to meet with General Manager Rudock and exchange
415 information about the District. He has a book with all the painted hydrants that was very
416 interesting.
417

418 President Linvill distributed an FBI article on social networking communications and
419 commented on how communications can sometimes be misunderstood.
420

421 **10. FUTURE AGENDA BUSINESS ITEMS**

422 None.
423

424 **11. COMMUNICATIONS**

425 None.
426

427 **12. ADJOURNMENT**

428 Director Zucca motioned to adjourn at 9:23 PM, Director Stuebing seconded, and it was
429 unanimously approved.
430

431
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434 _____
435 DISTRICT SECRETARY

436 APPROVED:
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439 _____
440 BOARD PRESIDENT

Mid-Peninsula Water District

Check Detail

August 20 through September 16, 2015

Type	Num	Date	Name	Account	Paid Amount
Check		08/25/2015	ACH Returns	1030 - Cash- Checking	
				4013 - Returned Water Charges	\$ (61.89)
Check		08/28/2015	ADP Payroll Fees	1030 - Cash- Checking	\$ (61.89)
				7106 - Prof Serv - Actting & Payroll	\$ (96.50)
Check	EFT082515-1	08/25/2015	ICMA contributions	1030 - Cash- Checking	\$ (96.50)
				1430 - Payroll Clearing A/C	\$ (666.24)
Bill Pmt -Check Bill	EFT090815-1	09/08/2015	WELLS FARGO BUSINESS CARD	1030 - Cash- Checking	\$ (666.24)
		08/21/2015		7204 - Employee Travel/Training	\$ (20.00)
				7205 - Meeting Expenses	\$ (10.08)
				6404 - Mains/Distribution	\$ (403.00)
Check	EFT090915-1	09/09/2015	CALPERS	1030 - Cash- Checking	\$ (433.08)
				1430 - Payroll Clearing A/C	\$ (3,084.03)
				1430 - Payroll Clearing A/C	\$ (3,525.92)
Check	EFT091415-1	09/14/2015	CALPERS	1030 - Cash- Checking	\$ (6,609.95)
				1430 - Payroll Clearing A/C	\$ (1,103.85)
				1430 - Payroll Clearing A/C	\$ (1,262.03)
Check	EFT082515-2	08/25/2015	CALPERS	1030 - Cash- Checking	\$ (2,365.88)
				1430 - Payroll Clearing A/C	\$ (3,108.18)
				1430 - Payroll Clearing A/C	\$ (3,553.53)
					\$ (6,661.71)

Mid-Peninsula Water District

Check Detail

August 20 through September 16, 2015

Bill Pmt -Check Bill	EFT090815-2	09/08/2015 08/21/2015	WELLS FARGO BUSINESS CARD	1030 · Cash- Checking	\$	(550.00)
				7204 · Employee Travel/Training	\$	(550.00)
				7204 · Employee Travel/Training	\$	(640.39)
				6701 · Office Supplies	\$	(68.99)
				7205 · Meeting Expenses	\$	(40.32)
				6701 · Office Supplies	\$	(31.23)
				6801 · Dues & Publications	\$	(20.99)
				7205 · Meeting Expenses	\$	(25.00)
				6504 · M&R - Fuel	\$	(75.00)
				6504 · M&R - Fuel	\$	(23.00)
				1440 · Auto/Transpation Clearing AC	\$	(70.41)
				7205 · Meeting Expenses	\$	(2,095.33)
					\$	
Check	EFT090915-2	09/09/2015	ICMA contributions	1030 · Cash- Checking	\$	(666.24)
				1430 · Payroll Clearing A/C	\$	(666.24)
Check	EFT091415-2	09/14/2015	ICMA contributions	1030 · Cash- Checking	\$	(887.98)
				1430 · Payroll Clearing A/C	\$	(887.98)
Check	EFT082515-3	08/25/2015	Health Equity	1030 · Cash- Checking	\$	(559.58)
				1430 · Payroll Clearing A/C	\$	(559.58)
Check	EFT090915-3	09/09/2015	Health Equity	1030 · Cash- Checking	\$	(659.58)
				1430 · Payroll Clearing A/C	\$	(56.05)
				7106 · Prof Serv - Accting & Payroll	\$	(715.63)
Check	EFT091415-3	09/14/2015	Health Equity	1030 · Cash- Checking	\$	(250.00)
				1430 · Payroll Clearing A/C	\$	(250.00)
Check	EFT082515-4	08/21/2015	ADP Payroll Fees	1030 · Cash- Checking	\$	(159.00)
				7106 · Prof Serv - Accting & Payroll	\$	(159.00)

Mid-Peninsula Water District

Check Detail

August 20 through September 16, 2015

Bill	Pmt -Check	29859	PC073115	08/20/2015	PETTY CASH	1030 · Cash-Checking	\$	(5.50)
Bill	Pmt -Check	29860	1101414250	08/25/2015	AMERIPRIDE UNIFORM SERVICES	1532 · Main Replacement CY	\$	(80.00)
Bill	Pmt -Check	29861	6906396	08/10/2015	AT&T 60197	7204 · Employee Travel/Training	\$	(21.60)
Bill	Pmt -Check	29862	38235	08/10/2015	BAGG Engineers	6401 · Water Quality	\$	(5.75)
Bill	Pmt -Check	29863	6942381	08/17/2015	CANDY PINA	6704 · Postage	\$	(75.83)
Bill	Pmt -Check	29864	8292-437056	08/25/2015	CARQUEST AUTO PARTS	6501 · M&R - Buildings & Grounds	\$	(34.99)
Bill	Pmt -Check	29865	8292-437056	08/25/2015	CARQUEST AUTO PARTS	6503 · M&R - Vehicle & Large Equip	\$	(28.98)
Bill	Pmt -Check	29866	8292-437056	08/25/2015	CARQUEST AUTO PARTS	7205 · Meeting Expenses	\$	(27.99)
Bill	Pmt -Check	29867	8292-437056	08/25/2015	CARQUEST AUTO PARTS	6503 · M&R - Vehicle & Large Equip	\$	(280.64)
Bill	Pmt -Check	29868	8292-437056	08/25/2015	CARQUEST AUTO PARTS	6052 · Uniforms	\$	(2,513.77)
Bill	Pmt -Check	29869	8292-437056	08/25/2015	CARQUEST AUTO PARTS	1030 · Cash-Checking	\$	(138.81)
Bill	Pmt -Check	29870	8292-437056	08/25/2015	CARQUEST AUTO PARTS	7005 · Utilities - Telephones	\$	(19.14)
Bill	Pmt -Check	29871	8292-437056	08/25/2015	CARQUEST AUTO PARTS	7005 · Utilities - Telephones	\$	(18.44)
Bill	Pmt -Check	29872	8292-437056	08/25/2015	CARQUEST AUTO PARTS	7005 · Utilities - Telephones	\$	(20.09)
Bill	Pmt -Check	29873	8292-437056	08/25/2015	CARQUEST AUTO PARTS	1030 · Cash-Checking	\$	(196.48)
Bill	Pmt -Check	29874	8292-437056	08/25/2015	CARQUEST AUTO PARTS	1707 · Buckland Tank - Prof Svs CY	\$	(1,000.00)
Bill	Pmt -Check	29875	8292-437056	08/25/2015	CARQUEST AUTO PARTS	1030 · Cash-Checking	\$	(67.00)
Bill	Pmt -Check	29876	8292-437056	08/25/2015	CARQUEST AUTO PARTS	7205 · Meeting Expenses	\$	(67.00)
Bill	Pmt -Check	29877	8292-437056	08/25/2015	CARQUEST AUTO PARTS	1030 · Cash-Checking	\$	(36.23)
Bill	Pmt -Check	29878	8292-437056	08/25/2015	CARQUEST AUTO PARTS	6502 · M&R - Equipment & Tools	\$	(36.23)

Mid-Peninsula Water District

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Bill	29865	08/25/2015	CINTAS CORPORATION	1030 - Cash-Checking	\$	(326.07)
Bill	464484547	07/30/2015		6052 - Uniforms	\$	(305.37)
Bill	464465145	08/01/2015		6052 - Uniforms	\$	(305.37)
Bill	464462399	08/01/2015		6052 - Uniforms	\$	(359.34)
Bill	464487338	08/06/2015		6052 - Uniforms	\$	(356.61)
Bill	464490244	08/13/2015		6052 - Uniforms	\$	(1,652.76)
Bill	29866	08/25/2015	COMCAST	1030 - Cash-Checking	\$	(209.03)
Bill		08/14/2015		7001 - Utilities - Internet/Cable	\$	(209.03)
Bill	29867	08/25/2015	DESERT DIAMOND INDUSTRIES LLC	1030 - Cash-Checking	\$	(999.00)
Bill	10796	07/23/2015		6502 - M&R - Equipment & Tools	\$	(999.00)
Bill	29868	08/25/2015	GRANITE ROCK, INC.	1030 - Cash-Checking	\$	(210.11)
Bill	909407	08/15/2015		6404 - Mains/Distribution	\$	(210.11)
Bill	29869	08/25/2015	JAMES MARTA & COMPANY	1030 - Cash-Checking	\$	(12,000.00)
Bill	8967	08/03/2015		7104 - Prof Serv - Annual Finance Audit	\$	(12,000.00)
Bill	29870	08/25/2015	LYNGSO GARDEN MATERIAL INC	1030 - Cash-Checking	\$	(39.24)
Bill	902155	08/20/2015		6404 - Mains/Distribution	\$	(39.24)
Bill	29871	08/25/2015	MATCO TOOLS	1030 - Cash-Checking	\$	(544.88)
Bill	233320	08/04/2015		6502 - M&R - Equipment & Tools	\$	(544.88)
Bill	29872	08/25/2015	MHN	1030 - Cash-Checking	\$	(45.54)
Bill	3200071666	08/17/2015		1410 - Prepaid Expenses	\$	(45.54)
Bill	29873	08/25/2015	OFFICE DEPOT, INC.	1030 - Cash-Checking	\$	(36.80)
Bill	1827646154	08/17/2015		6701 - Office Supplies	\$	(183.23)
Bill	787718127001	08/18/2015		6701 - Office Supplies	\$	(220.03)

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Bill	Pmt -Check	29874	08/25/2015	OFFICE TEAM	1030 - Cash- Checking	\$	(725.00)
Bill		43741445	08/19/2015		7110 - Prof Serv - Miscellaneous	\$	(725.00)
Bill	Pmt -Check	29875	08/25/2015	OREILLY AUTO PARTS	1030 - Cash- Checking	\$	(124.57)
Bill		3535-406325	08/13/2015		6503 - M&R - Vehicle & Large Equip	\$	(124.57)
Bill	Pmt -Check	29876	08/25/2015	PACIFIC FIRE SAFE	1030 - Cash- Checking	\$	(760.06)
Bill		EM-0724	07/22/2015		6708 - Security & Safety	\$	(760.06)
Bill	Pmt -Check	29877	08/25/2015	PG&E CFM/PPC DEPT	1030 - Cash- Checking	\$	(927.50)
Bill		4665-4AUG2015	08/14/2015		7003 - Utilities - Electric - Pumping	\$	(2,248.36)
Bill	Pmt -Check	29878	08/25/2015	PRECISE, INC.	1030 - Cash- Checking	\$	(3,175.86)
Bill		14923	08/20/2015		7107 - Prof Serv - Customer Billing	\$	(411.75)
Bill		PI082515-1	08/25/2015		1410 - Prepaid Expenses	\$	(7,500.00)
Bill	Pmt -Check	29879	08/25/2015	RED WING SHOE STORE	1030 - Cash- Checking	\$	(7,911.75)
Bill		15200000007987	08/16/2015		6052 - Uniforms	\$	(335.70)
Bill	Pmt -Check	29880	08/25/2015	RICOH LEASE Pasadena 100706	1030 - Cash- Checking	\$	(9,301.52)
Bill		036-0023305-00033123	08/20/2015		6706 - Equipment Services/Maintenance	\$	(9,301.52)
Bill	Pmt -Check	29881	08/25/2015	ROBERTS & BRUNE CO. INC.	1030 - Cash- Checking	\$	(101.16)
Bill		S1502506.001	08/13/2015		6404 - Mains/Distribution	\$	(917.12)
Bill		S1503303.001	08/18/2015		6405 - Meters & Service	\$	(1,360.39)
Bill		S1501811.001	08/19/2015		1738 - Meter Chg Out - Parts	\$	(1,082.37)
Bill		S1504212.001	08/20/2015		1738 - Meter Chg Out - Parts	\$	(230.59)
Bill		S1503280.002	08/20/2015		6404 - Mains/Distribution	\$	(163.75)
Bill					6405 - Meters & Service	\$	(3,855.38)

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Bill	29882	08/25/2015	SAN FRANCISCO WATER DEPT	1030 - Cash-Checking	\$	(419,572.50)
Bill		08/20/2015		6101 - SFPUC Treated Water	\$	(38,438.00)
				6102 - BAWSCA (Debt Service Surcharge)	\$	(6,522.00)
				6104 - SFPUC Water Service Charge	\$	(464,532.50)
Bill	29883	08/25/2015	STANDARD INSURANCE COMPANY	1030 - Cash-Checking	\$	(780.01)
Bill		08/20/2015		1410 - Prepaid Expenses	\$	(780.01)
Bill	29884	08/25/2015	STEPFORD BUSINESS, INC.	1030 - Cash-Checking	\$	(1,400.00)
Bill	1501817	08/20/2015		1410 - Prepaid Expenses	\$	(1,400.00)
Bill	29885	08/25/2015	VALLEY OIL COMPANY	1030 - Cash-Checking	\$	(1,116.05)
Bill	803556	08/11/2015		6504 - M&R - Fuel	\$	(1,116.05)
Bill	29886	08/27/2015	STATE WATER RESOURCES CONTROL BOARD	1030 - Cash-Checking	\$	(500.00)
Bill	NPDES Permit Fee	08/27/2015		1410 - Prepaid Expenses	\$	(500.00)
Bill	29887	09/02/2015	ACWA- GROUP INS.	1030 - Cash-Checking	\$	(40,802.59)
Bill	0364829	08/03/2015		1410 - Prepaid Expenses	\$	(40,802.59)
Bill	29888	09/02/2015	ACWA/JPIA	1030 - Cash-Checking	\$	(45,727.00)
Bill		08/24/2015		1420 - Prepaid Liability Insurance	\$	(45,727.00)
Bill	29889	09/02/2015	AT&T 60197	1030 - Cash-Checking	\$	(1.12)
Bill	6867609	08/01/2015		7005 - Utilities - Telephones	\$	(845.03)
Bill	6951886	08/20/2015		7005 - Utilities - Telephones	\$	(18.55)
Bill	6962042	08/24/2015		7005 - Utilities - Telephones	\$	(864.70)
Bill	29890	09/02/2015	BRENT CHESTER	1030 - Cash-Checking	\$	(1,569.21)
Bill		08/26/2015		7204 - Employee Travel/Training	\$	(1,569.21)

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Bill	Pmt -Check	29891	09/02/2015	BROOM SERVICE, INC	1030 · Cash- Checking	\$	(405.00)
Bill		228367	08/24/2015		6404 · Mains/Distribution	\$	(405.00)
Bill		228368	08/24/2015		6404 · Mains/Distribution	\$	(810.00)
Bill	Pmt -Check	29892	09/02/2015	CANDY PINA	1030 · Cash- Checking	\$	(283.09)
Bill			08/24/2015		6050 · Employee Service Recognition	\$	(13.07)
Bill		524621	08/31/2015		6701 · Office Supplies	\$	(296.16)
Bill	Pmt -Check	29893	09/02/2015	CARLMONT HARDWARE	1030 · Cash- Checking	\$	(15.24)
Bill		B45623	08/19/2015		6402 · Pumping	\$	(15.24)
Bill	Pmt -Check	29894	09/02/2015	ELECTRONIC DATE SOLUTIONS	1030 · Cash- Checking	\$	(530.00)
Bill		18266	08/24/2015		1410 · Prepaid Expenses	\$	(530.00)
Bill	Pmt -Check	29895	09/02/2015	HANSON, BRIDGETT	1030 · Cash- Checking	\$	(1,105.00)
Bill		1150293	08/27/2015		7101 · Prof Serv - District Counsel	\$	(565.00)
Bill		1150295	08/27/2015		7101 · Prof Serv - District Counsel	\$	(2,417.00)
Bill		1150296	08/27/2015		7101 · Prof Serv - District Counsel	\$	(2,112.50)
Bill		1150297	08/27/2015		7101 · Prof Serv - District Counsel	\$	(985.00)
Bill		1150298	08/27/2015		7101 · Prof Serv - District Counsel	\$	(650.00)
Bill		1150299	08/27/2015		207001 · CD - SamirShaikh	\$	(32.50)
Bill		1150292	08/27/2015		1536 · Buckland Tank Project CY	\$	(7,867.00)
Bill	Pmt -Check	29896	09/02/2015	HARBOR INDUSTRIAL ASSOCIATION	1030 · Cash- Checking	\$	(525.00)
Bill			09/01/2015		1410 · Prepaid Expenses	\$	(525.00)
Bill	Pmt -Check	29897	09/02/2015	HOME DEPOT	1030 · Cash- Checking	\$	(538.57)
Bill		2832395	08/20/2015		6404 · Mains/Distribution	\$	(538.57)
Bill	Pmt -Check	29898	09/02/2015	LINCOLN LIFE	1030 · Cash- Checking	\$	(175.00)
Bill			08/31/2015		1430 · Payroll Clearing A/C	\$	(175.00)

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Bill Pmt -Check	29899	09/02/2015	MOSS RUBBER & EQUIPMENT CORP	1030 - Cash-Checking	\$	(137.03)
Bill	498177-001	08/21/2015		6501 - M&R - Buildings & Grounds	\$	(137.03)
Bill Pmt -Check	29900	09/02/2015	NATIONAL SEMINARS TRAINING	1030 - Cash-Checking	\$	(597.00)
Bill		08/28/2015		1410 - Prepaid Expenses	\$	(597.00)
Bill Pmt -Check	29901	09/02/2015	OFFICE DEPOT, INC.	1030 - Cash-Checking	\$	(70.55)
Bill	789278664001	08/25/2015		6701 - Office Supplies	\$	(70.55)
Bill Pmt -Check	29902	09/02/2015	OFFICE TEAM	1030 - Cash-Checking	\$	(1,000.00)
Bill	43782462	08/25/2015		7110 - Prof Serv - Miscellaneous	\$	(1,000.00)
Bill Pmt -Check	29903	09/02/2015	PAKPOUR CONSULTING GROUP, INC	1030 - Cash-Checking	\$	(500.00)
Bill		08/15/2015		7102 - Prof Serv - District Engineer	\$	(500.00)
Bill Pmt -Check	29904	09/02/2015	PG&E CFM/PPC DEPT	1030 - Cash-Checking	\$	(7.84)
Bill	4441-0Aug2015	08/28/2015		7004 - Utilities - Electric-Bldgs&Gmd	\$	(7.84)
Bill Pmt -Check	29905	09/02/2015	PITNEY BOWES 371896	1030 - Cash-Checking	\$	(10.35)
Bill	660935	09/02/2015		6706 - Equipment Services/Maintenance	\$	(10.35)
Bill Pmt -Check	29906	09/02/2015	PRECISE, INC.	1030 - Cash-Checking	\$	(2,135.00)
Bill	14752	08/28/2015		7107 - Prof Serv - Customer Billing	\$	(2,135.00)
Bill Pmt -Check	29907	09/02/2015	ROBERTS & BRUNE CO. INC.	1030 - Cash-Checking	\$	(138.17)
Bill	S1503280.001	08/20/2015		1738 - Meter Chg Out - Parts	\$	(138.17)
Bill Pmt -Check	29908	09/02/2015	SAN MATEO CO. ENVIRO. HEALTH	1030 - Cash-Checking	\$	(297.00)
Bill	266129	09/01/2015		1410 - Prepaid Expenses	\$	(297.00)

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Bill	29909	09/02/2015	STATE PLUMBING AND HEATING SUPPLIES	1030 · Cash-Checking	\$	(21.26)
Bill	151773	08/31/2015		6407 · Regulator Stations	\$	(21.26)
Bill	29910	09/02/2015	VANGUARD CLEANING SYSTEMS, INC.	1030 · Cash-Checking	\$	(385.00)
Bill	10362	09/01/2015		6501 · M&R - Buildings & Grounds	\$	(385.00)
Bill	29911	09/02/2015	VERIZON WIRELESS	1030 · Cash-Checking	\$	-
Bill	29912	09/02/2015	WOMEN LEADING GOVERNMENT	1030 · Cash-Checking	\$	(50.00)
Bill		08/27/2015		6801 · Dues & Publications	\$	(50.00)
Bill	29913	09/02/2015	VERIZON WIRELESS	1030 · Cash-Checking	\$	(902.36)
Bill	9750691340	08/15/2015		7002 · Utilities - Cell Telephone	\$	(902.36)
Bill	29914	09/08/2015	BAWSCA	1030 · Cash-Checking	\$	(17,298.00)
Bill	6103	08/21/2015		6306 · Washing Machine Rebates	\$	(17,298.00)
Bill	29915	09/08/2015	C G UHLENBERG LLP	1030 · Cash-Checking	\$	(1,325.00)
Bill	10721	09/01/2015		1410 · Prepaid Expenses	\$	(1,325.00)
Bill	29916	09/08/2015	CAL-WEST LIGHTING & SIGNAL	1030 · Cash-Checking	\$	(6,150.00)
Bill	150847	08/25/2015		6404 · Mains/Distribution	\$	(6,150.00)
Bill	29917	09/08/2015	CORIX WATER PRODUCTS (US) INC.	1030 · Cash-Checking	\$	(5,114.78)
Bill	17513023284	08/25/2015		6407 · Regulator Stations	\$	(5,114.78)
Bill	29918	09/08/2015	EDCCO Group, Inc.	1030 · Cash-Checking	\$	(2,250.00)
Bill	1150814024	08/14/2015		6402 · Pumping	\$	(2,250.00)
Bill	29919	09/08/2015	GRANITEROCK COMPANY, INC.	1030 · Cash-Checking	\$	(565.02)
Bill	912298	08/31/2015		6404 · Mains/Distribution	\$	(565.02)

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Bill	Pmt -Check	29920	09/08/2015	HACH COMPANY INC	1030 - Cash-Checking	\$	(887.26)
Bill		9538047	08/20/2015		6401 - Water Quality	\$	(4,320.52)
Bill		9540191	08/21/2015		6401 - Water Quality	\$	(761.13)
Bill		9546964	08/26/2015		6401 - Water Quality	\$	(5,968.91)
Bill	Pmt -Check	29921	09/08/2015	KELLY-MOORE PAINT CO	1030 - Cash-Checking	\$	(94.17)
Bill		00000545684	09/03/2015		6402 - Pumping	\$	(94.17)
Bill	Pmt -Check	29922	09/08/2015	OFFICE TEAM	1030 - Cash-Checking	\$	(975.00)
Bill		43836592	08/31/2015		7110 - Prof Serv - Miscellaneous	\$	(975.00)
Bill	Pmt -Check	29923	09/08/2015	PAKPOUR CONSULTING GROUP, INC	1030 - Cash-Checking	\$	(3,895.19)
Bill		0001764	08/31/2015		1536 - Buckland Tank Project CY	\$	(5,610.94)
					7102 - Prof Serv - District Engineer	\$	(13,362.56)
					7102 - Prof Serv - District Engineer	\$	(203.44)
					207010 - 576 - 600 El Camino Real	\$	(6,279.00)
					1934 - Alameda - Prof Svs CY	\$	(29,351.13)
Bill	Pmt -Check	29924	09/08/2015	RECOLOGY SAN MATEO	1030 - Cash-Checking	\$	(645.24)
Bill			08/28/2015		6501 - M&R - Buildings & Grounds	\$	(645.24)
Bill	Pmt -Check	29925	09/08/2015	VOICE MAIL 2000	1030 - Cash-Checking	\$	(43.50)
Bill			09/01/2015		1410 - Prepaid Expenses	\$	(43.50)
Bill	Pmt -Check	29926	09/15/2015	ACWA/JPIA	1030 - Cash-Checking	\$	(38,130.07)
Bill		0369711	09/02/2015		1420 - Prepaid Liability Insurance	\$	(38,130.07)
Bill	Pmt -Check	29927	09/15/2015	AIRGAS, LLC	1030 - Cash-Checking	\$	(114.95)
Bill		9929841206	09/01/2015		6501 - M&R - Buildings & Grounds	\$	(114.95)

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Bill Pmt -Check	29928	09/15/2015 AT&T 60197	1030 - Cash- Checking	
Bill	6980410	08/28/2015	7005 - Utilities - Telephones	\$ (19.17)
Bill	6999107	09/01/2015	7005 - Utilities - Telephones	\$ (35.63)
Bill	6988541	09/01/2015	7005 - Utilities - Telephones	\$ (2.23)
				<u>\$ (57.03)</u>
Bill Pmt -Check	29929	09/15/2015 AWWA	1030 - Cash- Checking	
Bill		09/15/2015	6801 - Dues & Publications	\$ (249.00)
				<u>\$ (249.00)</u>
Bill Pmt -Check	29930	09/15/2015 BABCOCK LABORATORIES, INC.	1030 - Cash- Checking	
Bill	B150889-8505	09/10/2015	6401 - Water Quality	\$ (560.00)
				<u>\$ (560.00)</u>
Bill Pmt -Check	29931	09/15/2015 COMCAST	1030 - Cash- Checking	
Bill		09/09/2015	7001 - Utilities - Internet/Cable	\$ (80.72)
				<u>\$ (80.72)</u>
Bill Pmt -Check	29932	09/15/2015 GRANITE ROCK, INC.	1030 - Cash- Checking	
Bill	913755	09/05/2015	1948 - 1804 Miller	\$ (151.07)
				<u>\$ (151.07)</u>
Bill Pmt -Check	29933	09/15/2015 HACH COMPANY INC	1030 - Cash- Checking	
Bill	9561312	09/04/2015	6401 - Water Quality	\$ (61.79)
Bill	9563338	09/08/2015	6401 - Water Quality	\$ (83.29)
				<u>\$ (145.08)</u>
Bill Pmt -Check	29934	09/15/2015 HENRY YOUNG	1030 - Cash- Checking	
Bill	Clipper090815	08/31/2015	1440 - Auto/Transpation Clearing AC	\$ (75.00)
				<u>\$ (75.00)</u>
Bill Pmt -Check	29935	09/15/2015 JRocket Design77	1030 - Cash- Checking	
Bill	1993	09/01/2015	7110 - Prof Serv - Miscellaneous	\$ (1,667.50)
				<u>\$ (1,667.50)</u>
Bill Pmt -Check	29936	09/15/2015 Laura Ravella	1030 - Cash- Checking	
Bill	50485051003	09/11/2015	6701 - Office Supplies	\$ (43.22)
				<u>\$ (43.22)</u>

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Bill	Pmt -Check	29937	09/15/2015 LINCOLN LIFE	1030 - Cash- Checking	\$	(175.00)
Bill			09/15/2015	1430 - Payroll Clearing A/C	\$	(175.00)
Bill	Pmt -Check	29938	09/15/2015 OFFICE DEPOT, INC.	1030 - Cash- Checking	\$	(247.63)
Bill		790490791001	08/31/2015	6701 - Office Supplies	\$	(247.63)
Bill	Pmt -Check	29939	09/15/2015 OFFICE TEAM	1030 - Cash- Checking	\$	(996.00)
Bill		43891944	09/09/2015	7110 - Prof Serv - Miscellaneous	\$	(996.00)
Bill	Pmt -Check	29940	09/15/2015 PACIFIC WEST SECURITY, INC.	1030 - Cash- Checking	\$	(1,398.00)
Bill			09/09/2015	1410 - Prepaid Expenses	\$	(1,398.00)
Bill	Pmt -Check	29941	09/15/2015 PARS	1030 - Cash- Checking	\$	(300.00)
Bill		32552	09/04/2015	7110 - Prof Serv - Miscellaneous	\$	(300.00)
Bill	Pmt -Check	29942	09/15/2015 PG&E CFM/PPC DEPT	1030 - Cash- Checking	\$	(31.34)
Bill		2454-4SEP2015	09/04/2015	7003 - Utilities - Electric - Pumping	\$	(382.44)
Bill		7816-1Sep2015	09/04/2015	7003 - Utilities - Electric - Pumping	\$	(107.90)
Bill		3667-2SEP2015	09/04/2015	7003 - Utilities - Electric - Pumping	\$	(537.57)
Bill		7951-5SEP2015	09/08/2015	7003 - Utilities - Electric - Pumping	\$	(5,779.92)
Bill		8936-0SEP2015	09/08/2015	7003 - Utilities - Electric - Pumping	\$	(189.62)
Bill		6556-8SEP2015	09/08/2015	7003 - Utilities - Electric - Pumping	\$	(7,028.79)
Bill	Pmt -Check	29943	09/15/2015 RED WING SHOE STORE	1030 - Cash- Checking	\$	(1,255.62)
Bill		1520000008011	09/01/2015	6052 - Uniforms	\$	(1,255.62)
Bill	Pmt -Check	29944	09/15/2015 RICOH Philadelphia	1030 - Cash- Checking	\$	(329.64)
Bill		47049564	09/06/2015	6705 - Printing/Printing Supplies	\$	(329.64)
Bill	Pmt -Check	29945	09/15/2015 SAN MATEO DAILY JOURNAL	1030 - Cash- Checking	\$	(812.80)
Bill			08/31/2015	6303 - Public Outreach & Education	\$	(812.80)

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Bill Pmt -Check	29946	09/15/2015	SFPUC WATER QUALITY	1030 · Cash- Checking	\$	(2,025.00)
Bill	10000608	09/01/2015		2050 · Accrued Expenses	\$	(2,025.00)
Bill Pmt -Check	29947	09/15/2015	VIKING SERVICES	1030 · Cash- Checking	\$	(20,955.00)
Bill		09/11/2015		1516 · SCADA CY	\$	(20,955.00)
Check	EFT090115	08/31/2015	CALPERS	1030 · Cash- Checking	\$	(1,103.86)
				1430 · Payroll Clearing A/C	\$	(1,262.03)
				1430 · Payroll Clearing A/C	\$	(2,365.89)
Check	EFT090116	08/31/2015	Health Equity	1030 · Cash- Checking	\$	(400.00)
				1430 · Payroll Clearing A/C	\$	(400.00)
Check	EFT090117	08/31/2015	ICMA contributions	1030 · Cash- Checking	\$	(887.98)
				1430 · Payroll Clearing A/C	\$	(887.98)
TOTAL:					\$	792,965.89



AGENDA ITEM NO. 5.C.

DATE: September 24, 2015
TO: Board of Directors
FROM: Tammy Rudock, General Manager
Candy Pina, Administrative Services Manager

SUBJECT: APPROVE CONTRACT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$144,941 WITH ACCELA, INC., FOR A COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM

RECOMMENDATION

Approve the contract for professional services in the amount of \$144,941 with Accela, Inc., for a comprehensive financial management system, including implementation and training, and authorize the General Manager to sign it and related documents.

FISCAL IMPACT

The amount of \$140,000 is included within the approved FY 2015/2016 Capital Budget for this system. The balance of \$4,941 is minimal and will be transferred from a capital project that will not get completed this fiscal year (Alameda de las Pulgas Water Main Replacement).

The contract term is 48 months (through FY 2018/2019) and the total annual license subscription/maintenance cost is projected at approximately \$26,000, which will be included within the MPWD Operating Budgets for each of the three (3) subsequent fiscal years.

DISCUSSION

Several months ago, the MPWD formally requested qualifications from financial management system vendors but only received one responsive submittal from Springbrook. Springbrook was acquired by Accela, Inc., in April this year.

The attached contract documents were diligently negotiated with Accela, Inc., over the past few months by the General Manager and District Counsel and include provisions for:

- Licensed Springbrook software products and services for comprehensive financial, accounting, and utility billing systems (cloud-based);
- Conversion of existing MPWD financial, accounting, and utility billing systems;
- Staff training;

- Go-live implementation; and
- Utility billing web payments.

Attachments: MPWD/Accela Contract Documents for Comprehensive Financial Management System

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____
UNANIMOUS____ LINVILL____ ZUCCA____ WARDEN____ STUEBING____ VELLA____

Mid-Peninsula Water District

Finance & Utility Billing

9/15/2015

Presented By:

Scott Cummins

Senior Business Development Manager

scott.cummins@sprbrk.com

Licensed Products and Services

Line	Item	Type	Recurring	QTY	Sales Price	Total Price
1	SaaS - Finance Application Level 3 Finance Level 3 is available in License Hosted and License deployment models. Level 3 allows for up to Unlimited Funds and up to 10 Banks. Twenty-Five Full Users and 150 Casual Users are allowed for in Finance Level 3. The following features are included as Standard in Finance Level 3: General Ledger with Basic Budgeting, Standard Reports Library, Query by Example Ad-Hoc Reporting Tool, and Visual Reporting for CAFR Extended Budgeting & Forecasting Accounts Payable with Standard Mode (Invoices & Checks), Vouchers Mode (Vouchers & Checks), Warrants Mode (Vouchers & Warrants), Multi-Bank Checking, AP Positive Pay, AP Electronic Check Signature, AP MICR Code, and Electronic AP Payments Bank Reconciliation Purchase Orders and Requisitions Project/Grant Accounting Fixed Assets Inventory Control Work Orders Cash Receipts (Up to 10 Stations) Dashboard Optional for an additional fee in Finance Level 3: Equipment Maintenance, Inventory Scanner Interface, CR Payment Import All standard interfaces included in this product are provided as is. Customization to meet specific 3rd party vendor requirements are billed separately and are not included with this product. ***This product requires Professional Services for use and are listed as a separate line item on this contract***	License Subscription;	<input checked="" type="checkbox"/>	1	\$9,716.00	\$9,716.00
2	SaaS - Accounts Payable Electronic Approval Workflows Allow users to approve Invoices electronically. Working with a Springbrook Consultant, you will define rules for approval and escalation for each department in your organization. Once deployed, users will receive email notification when the have any outstanding approval, their item has been approved or rejected. This feature will be implemented after the Go-Live. ***Due to the nature of this feature, a cost estimate for the services will be provided in a State of Work during the Discovery phase. Consulting and testing time above the estimate will be billed at actual hours at the current Consulting Rate.***	License Subscription;	<input checked="" type="checkbox"/>	1	\$1,559.25	\$1,559.25
3	SaaS - Purchase Orders Electronic Approval Workflows Electronic Workflows for Purchase Orders allow users to approve Purchases electronically. Working with a Springbrook Consultant, you will define rules for approval and escalation for each department in your organization. Once deployed, users will receive email notification when the have any outstanding approval or their item has been approved or rejected. This feature will be implemented after the Go-Live. ***Due to the nature of this feature and the time involved with implementing, a cost estimate will be provided but consulting and testing time above the estimate will be billed at actual hours at the current Consulting Rate.***	License Subscription;	<input checked="" type="checkbox"/>	1	\$1,559.25	\$1,559.25
4	SaaS - Accounts Receivable Invoice and Manage outstanding receivables and collections with the Account Receivable module. This module uses your existing customer and location records to create miscellaneous receivable accounts for your customers. Features include unlimited billing cycles, recurring invoicing groups, structured fee codes, Past Due and Collections processing as well as integration to Springbrook's Cash Receipting module.	License Subscription;	<input checked="" type="checkbox"/>	1	\$1,188.00	\$1,188.00
5	SaaS - Utility Billing Application Level 2 Utility Billing Level 2 is available in the SaaS, License Hosted, License deployment models. Level 2 allows for up to 6 services (Electric & Demand), and most commonly serves 5,000-15,000 accounts. Up to 15 Full Users and 20 Casual Users are allowed at Level 2. The following features are included as Standard in Utility Billing Level 2: Standard Utility Billing with Meter Interface (1), Bill Export, Enhanced Cash Receipts Optional for an additional fee in Utility Billing Level 2: CASS Certification, Cash Receipts Import All standard interfaces included in this product are provided as is. Customization to meet specific 3rd party vendor requirements are billed separately and are not included with this product.	License Subscription;	<input checked="" type="checkbox"/>	1	\$4,720.00	\$4,720.00
6	SaaS - GIS Integration Services Springbrook Utility Billing and Building Permit modules have the ability to launch a web based GIS map from a record within the application. You will work with a trainer to set up this integration upon implementation.	Service Professional;	<input type="checkbox"/>	1	\$525.00	\$525.00
7	SaaS - Community Development Application Level 1	License	<input checked="" type="checkbox"/>	1	\$1,663.20	\$1,663.20

Licensed Products and Services

Line	Item	Type	Recurring	QTY	Sales Price	Total Price
	Community Development Level 1 includes a choice of one module: License and Permits, Building Permits, or Code and Contact Management AND includes Enhanced Cash Receipts. There are no additional options available in Level 1. Community Development Level 1 most commonly serves a population of up to 15,000, and approximately 2,000 records. Two Full Users and 5 Casual Users are allowed in Level 1. Community Development is available in SaaS, License Hosted, or License deployment models. All standard interfaces included in this product are provided as is. Customization to meet specific 3rd party vendor requirements are billed separately and are not included with this product. Conversion Services billed separately. ***This product requires Professional Services for use and are listed as a separate line item on this contract***	Subscription;				
8	SaaS - Dashboard Premium Components This option is available at all product levels. Premium Dashboard components expand on the basic components available to provide increased organizational awareness, process transparency and high level budget information. These additional components offer information that is catered to your casual inquiry users, all the way through system administrators.	License Subscription;	<input checked="" type="checkbox"/>	1	\$1,425.60	\$1,425.60
9	SaaS - FULL User Unlimited access to the application. *Users will be unable to access the application during the scheduled maintenance periods.	License Subscription;	<input checked="" type="checkbox"/>	6	\$450.00	\$2,700.00
10	SaaS - CASUAL User Maximum of 2 hours per week of application access time. *Users will be unable to access the application during the scheduled maintenance periods.	License Subscription;	<input checked="" type="checkbox"/>	4	\$150.00	\$600.00
11	Finance Professional Services - Premier Offering is limited to Professional Services for the following Features and Functions. Additional Professional Services are required for Features and Functions not listed: AP: Application Configuration, Basic Invoice processing, Computer Checks Processing and Reporting GL: Application Configuration, Advanced Chart of Accounts Maintenance, Journal Entries, Budgeting, Essential Reporting BR: Application Configuration, Basic Account Reconciliation CH: Application Configuration, Electronic Payment Processing CR: Application Configuration, Cash Receipt Processing PM: Application Configuration, Project Configuration, Task Maintenance and Reporting Premier includes an assigned Implementation Consultant and Project Manager, as well as access to eLearning materials. The project completion date is approximately 16 weeks from start. Finance Professional Services - Premier provides onsite Application Configuration, Parallel Processing and Go-Live assistance with the Consultant. Also included are Best Practice and Standard Application in-depth configuration sessions with the Consultant. Basic Chart of Accounts formulation assistance is provided in Premier. Online webinar training for Reporting Tools and Budgeting is provided. *Additional modules and functions that are necessary after Core System Go-Live require additional post Go-Live Professional Services.	Service Professional;	<input type="checkbox"/>	1	\$29,200.00	\$29,200.00
12	Fixed Assets Professional Services Working with a Springbrook Consultant remotely, you will configure and deploy the Fixed Asset module. Your Springbrook consultant will help to advise you on the depreciation methods, application configuration and synchronizing the depreciation schedules on your capitalized assets. This offering consists of an overview session that will introduce you to the application and the template used to import assets and current depreciation into the application. This will be followed up by a depreciation parallel in a test environment followed by a Go-Live and reporting session. This offering will be completed following the Phase 1 Core Finance Implementation.	Service Professional;	<input type="checkbox"/>	1	\$2,800.00	\$2,800.00
13	Inventory Control Professional Services Inventory Control Professional Services	Service Professional;	<input type="checkbox"/>	1	\$8,575.00	\$8,575.00
14	Accounts Receivable Professional Services Working with a Springbrook Consultant, you will configure and deploy the Accounts Receivable Module. Based on the number and complexity of your receivables, this is typically a 1-2 day remote training event you will complete following the Go-Live of Finance and Utility Billing products (if applicable).	Service Professional;	<input type="checkbox"/>	1	\$2,800.00	\$2,800.00
15	Utility Billing Professional Services - Plus Utility Billing Professional Services - Plus is available for all deployment models. Plus includes an assigned Implementation Consultant and Project Manager, as well as access to eLearning materials. Utility Billing Professional Services - Plus provides onsite Best Practice and Standard Application configurations, other minor Application configurations, onsite Parallel Processing assistance and onsite go-live assistance with the Consultant.	Service Professional;	<input type="checkbox"/>	1	\$12,800.00	\$12,800.00

Licensed Products and Services

Line	Item	Type	Recurring	QTY	Sales Price	Total Price
16	Community Development Professional Services - Essential Community Development Professional Services Essential is available for all deployment models. Essential includes an assigned Implementation Consultant and Project Manager, as well as access to eLearning materials. Community Development Professional Services - Essential provides remote Initial Configuration and Application training, and remote Best Practice and Standard Application configurations assistance with the Consultant.	Service Professional;	<input type="checkbox"/>	1	\$3,400.00	\$3,400.00
17	Dashboard Premium Component Setup This service allows you to work with a Springbrook team member to review and setup the additional premium components for your key users.	Service Professional;	<input type="checkbox"/>	1	\$525.00	\$525.00
18	Business Process Study Level 3 - Finance This service includes working with a Springbrook Consultant to review current business processes and understand functionality present in the Springbrook application. The findings from this session will be used to formulate an Implementation plan that will meet your functional requirements. Following the session your Springbrook Implementation team will deliver a document identifying deviations from the application Best Practices as well as a Statement of Work to document the scope of the project identified.	Service Professional;	<input type="checkbox"/>	1	\$6,000.00	\$6,000.00
19	Business Process Study Level 2 - Utility Billing This service includes working with a Springbrook Consultant to review current business processes and understand functionality present in the Springbrook application. The findings from this session will be used to formulate an Implementation plan that will meet your functional requirements. Following the session your Springbrook Implementation team will deliver a document identifying deviations from the application Best Practices as well as a Statement of Work to document the scope of the project identified.	Service Professional;	<input type="checkbox"/>	1	\$2,000.00	\$2,000.00
20	Business Process Study Level 1 - Community Development This service includes working with a Springbrook Consultant to review current business processes and understand functionality present in the Springbrook application. The findings from this session will be used to formulate an Implementation plan that will meet your functional requirements. Following the session your Springbrook Implementation team will deliver a document identifying deviations from the application Best Practices as well as a Statement of Work to document the scope of the project identified.	Service Professional;	<input type="checkbox"/>	1	\$750.00	\$750.00
21	Finance Conversion Services - Plus Finance Conversion Services - Plus is available for all deployment models. Plus Conversion Services are designed to convert critical data necessary for processing in the application. Services at Plus consist of conversion of General Ledger Chart of Accounts Masters, General Ledger Beginning Balances (current and 3 years prior) General Ledger Fiscal Period Balances (3 years prior) and current YTD AP 1099 Vendor totals. Additionally, Plus Conversion Services also include conversion of Accounts Payable Vendor Masters and Fixed Asset Masters. All Conversion Services identified at this level are Template Conversions. The Client will be responsible for extracting the data from the current system and populating it into the templates provided by Springbrook. Only data populated and available on the template will be converted.	Service Conversion;	<input type="checkbox"/>	1	\$7,200.00	\$7,200.00
22	Utility Billing Conversion Services - Essential Utility Billing Conversion Services - Essential consists of a Legacy conversion of 3 years of Account activity that includes account master records, meter history, and transaction history. With a Legacy Conversion, the client is responsible for providing Springbrook with a copy of their Legacy system database along with a data dictionary. Springbrook Conversion Service staff will work with you to map your legacy system data to available fields in Springbrook.	Service Conversion;	<input type="checkbox"/>	1	\$6,400.00	\$6,400.00
23	Finance Post Go-Live Refresher Training - Onsite This optional training and consulting service is available at all Finance Product levels. Post Go-Live Refresher Training allows you to reconnect with your dedicated Implementation Consultant a few weeks following your Go-Live. You'll be able to review key processes, ask more in-depth questions about the application and explore advanced features and functionality in the software. Springbrook strongly recommends this offering for users that want to go beyond the basics in the application. Priced per day.	Service Professional;	<input type="checkbox"/>	5	\$2,500.00	\$12,500.00
24	Utility Billing Post Go-Live Refresher Training - Onsite This optional training and consulting service is available at all Utility Billing Product levels. Post Go-Live Refresher Training allows you to reconnect with your dedicated Implementation Consultant a few weeks following your Go-Live. You'll be able to review key processes, ask more in-depth questions about the application and explore advanced features and functionality in the software. Springbrook strongly recommends this offering for users that want to go beyond the basics in the application. Priced per day.	Service Professional;	<input type="checkbox"/>	5	\$2,500.00	\$12,500.00
25	Purchase Orders & Requisitions Professional Services	Service	<input type="checkbox"/>	1	\$7,035.00	\$7,035.00

Licensed Products and Services						
Line	Item	Type	Recurring	QTY	Sales Price	Total Price
	Purchase Orders & Requisitions Professional Services	Professional;				
26	Web Payments with Online-Bills.com Utility Billing Web Payments through Springbrook's solution, Online-bills.com. Active Accounts will be assessed a per month charge. Every transaction is subject to an additional transaction fee. Third Party merchant processing fees apply. Please refer to Merchant Agreement for estimated fees.	License Subscription;	<input checked="" type="checkbox"/>	8000	\$0.60	\$4,800.00
Grand Total					\$144,941.30	

Product Breakdown and Financial Roll-Up			
Product Family	Type	Total	Payment Terms
Recurring Costs			
License	Subscription	\$29,931.30	100% due upon signing, annually thereafter
License	Maintenance	\$0.00	100% due upon signing, annually thereafter
IT	Hosting	\$0.00	100% due upon signing, annually thereafter
Service	Subscription	\$0.00	100% due upon signing, annually thereafter
Non-Recurring Costs			
License	Premise	\$0.00	100% due upon signing
Service	Professional	\$101,410.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules
Service	Conversion	\$13,600.00	25% due upon signing, 25% due upon Acceptance of Core Modules Statement of Work, 20% due upon completion of Core Module Setup Phase, 20% upon Core Go-Live acceptance, 10% due upon Full Go-Live Acceptance of all Modules

Go-Live Implementation

Finance	General Ledger, Accounts Payable, Purchase Orders, Requisitioning, Bank Reconciliation, Accounts Receivable, ACH, Misc. Cash Receipts, Project Management, Workflow (automated approvals)
Payroll	Not Applicable
Utility Billing	Meter Interface
Community Development	License and Permits
Special Assessments	Not Applicable

Items listed as Go-Live requirements will be implemented as part of Core System Acceptance and Go-Live. Core Modules included are listed specifically within the Product License and Professional Service line items above. Other functions included in the Product License but not listed as part of the Core System in the Professional Service levels require additional services to implement. Additional Services and functions will be implemented systematically following Core System Go-Live.

Additional Information

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.
History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Client Requirements

Client must perform all data extraction from their legacy system and populate Vendor's then current Standard Templates, unless Data Extraction Services have been contracted and purchased. Standard Templates and field listings are available for review by client upon request.

Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.

Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system.

Vendor Requirements

Vendor will provide the software base application for Finance & Administration modules. The base for the application includes System Setup, General Ledger Shell, Cash Receipts Shell, and Clearing House. The Finance & Administration base is included in all purchases.

Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.

Vendor will provide consulting services to assist client in analyzing whether data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the Vendor System.

Vendor will provide a secure method for electronic data transmission.

Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the applications.

Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation ("Go-Live") of the Application without written notice of non-acceptance;
- (c) Client is using the Licensed Software Product at issue for its intended purpose; or
- (d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

Core Modules Statement of Work

The Core Modules Statement of Work shall mean the statement of work that outlines the work necessary to implement the core functionality of the client requested modules.

Acceptance of Core Modules of Statement of work shall be deemed complete for billing purposes unless Client has provided written notice of non-acceptance within 15 days of receipt of the Core Modules Statement of Work.

Additional Information

Limitations of Conversions Services

Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.

Vendor cannot convert data from legacy system which is not available in a corresponding field.

Vendor cannot convert data into fields which exceed the maximum database field limitations.

The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.

Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the website, and included herein by reference.

Terms	
Contract Term	48 Months
Special Terms	<p>*Client shall be charged a \$1.00/transaction Software Fee for transactions processed through the portal. Client is responsible for all associated third party Merchant Fees applied by Vendor's designated Merchant Processor.</p> <p>Sections (c) and (d) have been intentionally omitted from the Acceptance period Clause.</p>
<p>This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Training and Business Process Study (BPS) Estimates do not include travel time or travel expenses. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.</p>	

Accounting Payable Contact Information

First Name:		Last Name:	
Title:			
Email Address:			
Phone Number:			

Signature Section

Vendor	Accela, Inc.	Client	Mid-Peninsula Water District
Signed By		Signed By	
Date		Date	
Title		Title	
Name (Print)		Name (Print)	
Additional Signatures (Optional)			
Client	Mid-Peninsula Water District	Client	Mid-Peninsula Water District
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

ACCELA, INC. SUPPLEMENTS TO GENERAL TERMS AND CONDITIONS

This supplement sets forth additional terms and conditions applicable to any agreements between ("Client") and Accela, Inc. ("Vendor"), including, without limitation, the Master Client Agreement ("Master Agreement") and any Addenda to that agreement entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. The Vendor agrees to provide professional services to the Client in accordance with the terms and conditions of the Master, Addenda, and Order Form. In the performance of its Services, Vendor represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. Vendor further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. Neither the Vendor nor any party contracting with the Vendor shall be deemed to be an agent or employee of the Client. The Vendor is and shall be an independent contractor, and the legal relationship of any person performing services for the Vendor shall be one solely between said parties.

3. A copy of the Vendor's Insurance certificate shall hereby be included as Exhibit A, for which limits shall not be diminished during the term of the contract.

4. In connection with the performance of this Agreement the Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The Vendor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5. During the term of this Agreement, Vendor shall permit representatives of the Client to have access to, examine and make copies, at the Client's expense, of its books, records and documents relating to this Agreement at all reasonable times.

6. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

7. Any change orders must be approved in advance by writing between Vendor and Client and executed by mutual signature.

Modifications to Master Client Agreement

Section 3.2 "Payment" shall be amended to read:

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any approved amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

Section 7.2 "Indemnification by Vendor" shall be amended to read:

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's negligence resulting in bodily injury or death, gross negligence, willful or reckless misconduct or related to title to Vendor products or infringement of third party intellectual property rights.

Section 8.2 "Cap on Liability" shall be amended to read:

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR, WITH THE EXCEPTION OF INDEMNIFICATION OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

Section 8.3 "Disclaimer" shall be amended to read:

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

Section 9.2 "Termination" shall be amended to read:

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that approved payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

Section 9.3 "Obligations upon Termination" shall be amended to read:

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding approved payments due to Vendor (but in any event, no later than thirty (30) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

Modifications to The Hosted and Subscription Services Addendum

Section 4 (c) shall be omitted in its entirety.

Section 8.2 "Termination" shall be amended to read:

Either party may terminate this Addendum upon delivering notice of termination provided that;

8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least thirty (30) days prior to the following renewal year, or;

8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;

8.2.2.1. sets forth the grounds for termination, and;

8.2.2.2. gives the breaching party thirty (30) days to cure the breach, and;

8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the thirty (30) day notice period,

and the terminating party is notified of the cure within the notice period.

Modifications to the Software Maintenance Addendum

Section 4.1 is omitted in its entirety.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Signature Section			
Vendor	Accela, Inc.	Client	Mid-Peninsula Water District
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client	Mid-Peninsula Water District	Client	Mid-Peninsula Water District
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

ACCELA, INC. MASTER CLIENT AGREEMENT

This Master Client Agreement is made and entered into as by and between Accela, Inc., a California corporation having its principal place of business at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, ("Vendor") and ("Client"), having its principal place of business at .

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"Agreement" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"Change Order" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"Claim" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"Consulting Services" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"Documentation" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Effective Date" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"Fees" has the meaning set forth in Section 3.1 below.

"Indemnified Parties" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"Software Products" or "Vendor Software" means the machine-readable, object-code version of the software provided by Vendor to Client, including all related Documentation and any modified, updated or

enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"Product Maintenance Services" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"Order Form" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"Output" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"Products" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"Professional Services" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"Subscription Services" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Statement of Work" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"Taxes" has the meaning set forth in Section 3.4. **"Term"** has the meaning set forth in Section 9.1.

2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by applicable Addenda. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the

Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any Services (collectively, "Taxes"). If the Vendor is assessed Taxes or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client disclaims any title to, or ownership of Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Software, Products, systems, and Documentation, and that they are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential

Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

(a) An authorized court or other governmental body or;

(b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

- (a) Client's Failure to verify the appropriate use of Vendor Products and Output;
- (b) Failure of Client to verify the accuracy of Output;
- (c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;
- (d) Any data, software, or other materials provided by Client;
- (e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;
- (f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or
- (g) Client's willful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's willful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL**11.1 Reservation of rights**

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to a Court of Law.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service, by certified or registered mail, (postage prepaid and return receipt requested), or by facsimile transmission (including delivery receipt), including to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and

the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic

or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Signature Section			
Vendor	Accela, Inc.	Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

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ACCELA, INC. HOSTED AND SUBSCRIPTION SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by ("Client") from Accela, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

1. **DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include ERP Offerings, Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

"Application" means a Software Product module as set forth on the appropriate Order Form.

"Custom" means any modification, enhancement or addition to the Software Products developed by or for Vendor for Client's use or at Client's Request.

"Enhancement" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"Material" as applied to changes to Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"User Materials" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Software Products.

"User" means specified Client employee or agent covered under the Order Form.

2. SCOPE OF AGREEMENT

2.1 Grant of Access

Vendor hereby grants Client a limited, non-exclusive, non-transferrable License to the Subscription to specified Users to use Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, collectively known as the Licensed Products during the term described in Section 2.3 subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to;

2.1.1. support Client's use of the Software Products under this Addendum;

2.1.2. Access Software Products by Users that Client specifies for purposes of serving Client's internal business needs;

2.2. Access Restrictions

Client may only use the Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not;

2.2.1 assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Software Products or Client's rights under this Agreement with or to any third party without prior written authorization from Vendor;

2.2.2 reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software Products;

2.2.3 refer to or use any portion of the Software Products or User Materials as part of any effort to develop any other Software Products program; or

2.2.4 modify the Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of Access

The term of access granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as;

2.3.1 Client is current on Software Products fees specified in Order Form; and

2.3.2 Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure

to meet any conditions of the Master Agreement or any applicable Addenda.

3. ONLINE PAYMENT SERVICES.

- 3.1. Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.
- 3.2. Operation of the Online Payment Services requires installation and maintenance of Software Products on servers maintained by Client on Client's premises. The Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

4. ACCEPTANCE PERIOD

Upon completion of the implementation of each Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;
- (c) Client is using the Software Product at issue for its intended purpose.

5. CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6. OTHER SUBSCRIPTION SERVICES

6.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor. Vendor may increase Subscription Service Fees by up to 5%/year with 30 days written notice.

6.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

6.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

6.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.

6.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

6.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that

Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

6.7. No Harmful Code

Client agrees that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

6.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

7. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

7.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

7.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

7.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

7.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

7.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

7.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

7.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

7.8. PCI and Red flag Compliance

As between Vendor and Client, Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements. For Vendor Products specifically designed to process credit cards, Vendor agrees to maintain a current PCI-DSS Attestation of Compliance (AOC) which shall be available upon request to client.

7.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

8. TERM; DEFAULT; RENEWAL

8.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of 12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

8.2. Termination

Either party may terminate this Addendum upon delivering notice of termination provided that;

- 8.2.1. Client has fulfilled the Term of the Order form, and notice is delivered at least ninety(90) days prior to the following renewal year, or;
- 8.2.2. Any material breach of this Addendum by the other party has occurred and notice is provided including the following;
 - 8.2.2.1. sets forth the grounds for termination, and;
 - 8.2.2.2. gives the breaching party ninety (90) days to cure the breach, and;
 - 8.2.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the ninety (90) day notice period, and the terminating party is notified of the cure within the notice period.

9. LIMITED WARRANTY

Vendor warrants that it has title to the Software Products and that it has full authority to grant access to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software Products, or combination of the Products with any other computer program or communications device. Additionally, each Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

10. OWNERSHIP; PROPRIETARY PROTECTION

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Software Product, but only a limited access to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Software Products, with the exception of Client Data, but including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Vendor or any other party, subject to the rights of Client expressly granted herein.

11. ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed in duplicate by its duly authorized officer or representative.

Signature Section			
Vendor	Springbrook Software, Inc.	Client	
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client		Client	
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	

ACCELA, INC. SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by Mid-Peninsula Water District ("Client") from Accela, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Enhancement" any change to a Software Product that the Vendor, in its sole discretion, has determined will become part of the Software Product, including any modification or addition that, when made or added to a Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Software Product.

"Temporary Fix" means an initial correction or "fix" to a problem in the Software Products prior to the release of an Error Correction.

"Error Correction" means either a modification or an addition that, when made or added to the Software Products, brings the Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Software Products, avoids the practical adverse effect of such nonconformity.

"Maintenance Fees" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"New Product Release" means either the total rewrite of an Application or new version(s) of the Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT.

Client has purchased access to certain Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

- (a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:
- (b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions

about the Software Products and help resolve issues not related to Error Corrections as defined below; and

- (c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for afterhours support at Vendor's standard hourly rates for afterhours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

- (a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Software Products.
- (b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.
- (c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.
- (d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to gain access to each Major Enhancement for each designated User of the Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

- (a) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);
- (b) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Software Products;
- (c) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Finance & Administration reports written in Crystal));
- (d) On-site management services for Upgrades or Major Enhancements;
- (e) Providing or recommending internal controls or balancing Client's books;
- (f) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);
- (g) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);
- (h) Travel (including travel time) and living expenses for training, or any other onsite support or services;
- (i) New (additional) Product license and service fees.
- (j) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Software Products. This access will include the following:

- (a) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of set-up of Products, troubleshooting and problem resolution;
- (b) Client will allow Vendor personnel to access Products with administrative level access;
- (c) Client is responsible for maintaining the security of any access solution; and
- (d) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor may, in its discretion, raise the Maintenance Fees payable by Client if Client does not provide training to all applicable users who call in

to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

- (a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;
- (b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Addendum;
- (d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;
- (g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;
- (h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

- (a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and
- (b) All outstanding Fees are paid in full.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software Hosting and Subscription Agreement Addendum and this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade

secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the Software Hosting and Subscription Agreement Addendum.

6 ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic

or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized officer or representative.

Signature Section			
Vendor	Accela, Inc.	Client	Mid-Peninsula Water District
Signed By (Print)		Signed By (Print)	
Date		Date	
Title		Title	
Signature		Signature	
Additional Signatures			
Client	Mid-Peninsula Water District	Client	Mid-Peninsula Water District
Signature		Signature	
Signed by (Print)		Signed by (Print)	
Title		Title	
Date		Date	



AGENDA ITEM NO. 5.D.

DATE: September 24, 2015
TO: Board of Directors
FROM: Tammy Rudock, General Manager
Joubin Pakpour, District Engineer

SUBJECT: APPROVE CONTRACT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$38,550 WITH CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC., FOR DEKOVEN WATER TANKS SEISMIC RETROFIT EVALUATION AND STRATEGY DEVELOPMENT

RECOMMENDATION

Approve the contract for professional services in the amount of \$38,550 with Cornerstone Structural Engineering Group, Inc., for Dekoven water tanks seismic retrofit evaluation and strategy development, and authorize the General Manager to sign it and related documents.

FISCAL IMPACT

\$38,550 for the proposed professional services. The amount of \$55,000 was budgeted within the FY 2015/2016 Capital Budget for this project.

DISCUSSION

The Dekoven tank site consists of two tanks with a total available storage of 1.72 million gallons. Tank No. 1 was constructed in 1946, is 50' in diameter and has a height of 48'. Tank No. 2 was constructed in 1953, is 60' in diameter and has a height of 48'. The Dekoven tanks are one of the last tank sites within the District that have not been seismically analyzed or retrofitted. The interior paint within the tanks is exhibiting signs of failure. Therefore, before any recoating of the tanks, Staff is recommending the retention of Cornerstone Structural Engineering Group to perform an in-depth analysis of the tanks' seismic performance and develop a retrofit strategy (if any) that can be packaged together with a recoating project.

Attachments: Contract for Professional Services

BOARD ACTION: APPROVED:_____ DENIED:_____ POSTPONED:_____ STAFF DIRECTION:_____

UNANIMOUS_____ LINVILL_____ ZUCCA_____ WARDEN_____ STUEBING_____ VELLA_____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of this ____ day of September 2015, by and between MID-PENINSULA WATER DISTRICT, a public agency ("DISTRICT") and CORNERSTONE STRUCTURAL ENGINEERING GROUP, INC., a California corporation ("CONSULTANT").

WHEREAS, the DISTRICT desires to obtain professional services in conjunction with the Dekoven Water Tanks Seismic Retrofit Strategy Project; and

WHEREAS, the CONSULTANT is ready, willing and able to furnish such services and has submitted a Proposal dated September 15, 2015, which is attached hereto and incorporated herein as Exhibit A.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PROVISION OF SERVICES

The CONSULTANT agrees to provide professional services to DISTRICT in accordance with the terms and conditions of this Agreement. In the performance of its Services, CONSULTANT represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. CONSULTANT further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF WORK

The scope of CONSULTANT's work shall be as set forth in Exhibit A. Otherwise, the terms of this Agreement shall control over any contrary provisions of Exhibit A.

3. TERM

This Agreement will commence upon its Effective Date and shall continue until the services set forth in Section 2 are successfully completed, as determined by the DISTRICT. It is understood that the term of this Agreement is subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. CONTRACT AMOUNT

The CONSULTANT shall perform all work set forth in Section 2 of this Agreement for a total sum not to exceed \$38,550, including all labor, materials, taxes, insurance, subcontractor / subconsultant costs, overhead, profit, and all other costs and expenses incurred by CONSULTANT.

5. MANNER OF PAYMENT

The CONSULTANT shall submit monthly invoices as CONSULTANT completes work, and the invoices shall describe the work completed during the billing period, who performed the services, their applicable hourly rate, and all out-of-pocket costs and subcontractor / subconsultant payments, if any. The DISTRICT shall review and approve the invoices and shall pay approved invoices within thirty (30) days of DISTRICT's approval.

All invoices should be sent to: Mid-Peninsula Water District
3 Dairy Lane
P.O. Box 129
Belmont, CA 94002
ATTENTION: Tammy Rudock, General Manager

6. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that Tom Swayze, S.E., Principal, shall serve as the primary staff person of CONSULTANT to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE

Except when approval of other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as the General Manager may designate in writing from time to time, shall represent and act for the DISTRICT.

8. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the DISTRICT. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between said parties.

9. OWNERSHIP OF WORK

A. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared by CONSULTANT under this Agreement ("Work Product") shall be the property of DISTRICT.

B. CONSULTANT assigns to DISTRICT all right, title, and interest in and to the Work Product, including ownership of the entire copyright in the Work Product and any causes of action existing or arising in connection with the copyright to said Work Product. DISTRICT shall be entitled to access to and copies of these materials as they are being developed. Any such materials in the hands of CONSULTANT or in the hands of any subcontractor upon completion or termination of services hereunder shall be immediately delivered to DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, the CONSULTANT shall replace it at its own expense and the

CONSULTANT hereby assumes all risks of loss, damage or destruction of or to such materials. The CONSULTANT may retain a copy of all material produced under this agreement for its use in its general business activities.

10. CHANGES

The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION

CONSULTANT agrees to indemnify, defend and hold harmless the DISTRICT, and its directors, agents, and employees from and against all claims, losses, damages and liabilities (including reasonable attorney's fees) arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of the Agreement to the extent caused by CONSULTANT's recklessness or willful misconduct; or by CONSULTANT's negligent provision or omission of services contemplated by this Agreement.

Irrespective of any language to the contrary in this Agreement or under applicable law, CONSULTANT shall have no duty to provide or fund up-front defense costs of DISTRICT against unproven claims or allegations, but shall reimburse those reasonable attorneys' fees, expert fees and all other costs and fees incurred in any judicial proceeding, litigation, arbitration, mediation or other negotiated settlement incurred by DISTRICT that are caused by the negligence, recklessness or willful misconduct of CONSULTANT, its employees, agents and subconsultants (collectively, "Defense Costs"). However, CONSULTANT shall provide its immediate cooperation, at no additional cost to the DISTRICT, to the DISTRICT in defending such claims. Moreover, CONSULTANT's responsibility for the DISTRICT's defense costs shall be limited to the proportion of CONSULTANT's responsibility for the underlying injury as determined in any judicial proceeding, litigation, arbitration, mediation, or other negotiated settlement which addressed the CONSULTANT's responsibility for the underlying injury. In the event that it is determined that the losses, injuries or damages claimed against the DISTRICT did not arise out of, pertain to, or relate to CONSULTANT's negligence, recklessness or willful misconduct, CONSULTANT shall not be responsible for any portion of the DISTRICT's defense costs. This indemnity shall survive the termination of this Agreement.

12. INSURANCE

A. Workers' Compensation: CONSULTANT shall procure and maintain at all times during the performance of such work Worker's Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

B. Bodily Injury, Death and Property Damage Liability Insurance: CONSULTANT shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance (including automobile operation) covering CONSULTANT and DISTRICT for liability arising out of the operations of CONSULTANT and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off DISTRICT's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with CONSULTANT's activities, the DISTRICT, and its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against CONSULTANT. Said policy shall protect CONSULTANT and DISTRICT in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, CONSULTANT shall deliver to DISTRICT a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

C. Professional Liability Insurance: CONSULTANT shall also maintain Professional Liability Insurance covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) per claim and in annual aggregate. Such Insurance shall be renewed annually. Prior to commencing work under this Agreement, CONSULTANT shall furnish to DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days advance written notice of cancellation, shall be given to DISTRICT.

13. TERMINATION

DISTRICT shall have the right to terminate this Agreement upon thirty (30) days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than breach of a material term by CONSULTANT, the DISTRICT shall pay to CONSULTANT all sums actually due and owing from DISTRICT for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONSULTANT to effect such suspension or termination.

If CONSULTANT breaches a material term of this Agreement and fails to remedy the breach within ten (10) days after the DISTRICT notifies the CONSULTANT of the breach, the Agreement may be terminated immediately and the DISTRICT shall in such event not thereafter pay or allow to the CONSULTANT any compensation for any labor, supplies or materials furnished under this Agreement; and the DISTRICT may proceed to complete this Agreement by other means, and the CONSULTANT shall be liable to the DISTRICT for all loss or damage which it may suffer on account of the CONSULTANT's breach of this Agreement.

14. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT'S General Manager, or his designee, and the CONSULTANT's Project Manager.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party, except for confidential reports described in Section 6 of this Agreement, may be given by personal delivery to the representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:	Mid-Peninsula Water District 3 Dairy Lane P.O. Box 129 Belmont, CA 94002 ATTENTION: Tammy Rudock, General Manager
---------------------	---

If to the CONSULTANT:	Cornerstone Structural Engineering Group 40 Federal Street San Francisco, CA 94107 ATTENTION: Tom Swayze, S.E.
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The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. The CONSULTANT shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. RECORDS

During the term of this Agreement, CONSULTANT shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

17. DISTRICT WARRANTIES

The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

18. RELEASE OF INFORMATION

CONSULTANT shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

19. USE OF SUBCONTRACTORS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

20. ASSIGNMENT

CONSULTANT shall not assign any of the rights nor transfer any of its obligations under this Agreement without the prior written consent of the DISTRICT.

21. ATTORNEY'S COSTS

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorney's fees.

22. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

23. BINDING ON SUCCESSORS

All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the DISTRICT.

24. WAIVER

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

25. ENTIRE AGREEMENT; MODIFICATION. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

26. COMPLIANCE WITH LAWS AND REGULATIONS

During the progress of the work, CONSULTANT shall fully adhere to all applicable State and Federal laws and county, municipal or DISTRICT ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work. CONSULTANT, and any subcontractors performing any work under this Agreement, shall hold such licenses as may be required by the State of California for the performance of the work specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

DISTRICT:

MID-PENINSULA WATER DISTRICT

By: _____

Name: Tammy A. Rudock

Title: General Manager

CONSULTANT:

CORNERSTONE STRUCTURAL
ENGINEERING GROUP, INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

*NOTE: This Agreement must be executed by two corporate officers, consisting of: (1) the President, Vice President or Chair of the Board, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, or by any person authorized by the corporation to execute written contracts.

September 15, 2015
2015XXX

Pakpour Consulting Group, Inc.
5776 Stoneridge Mall Road, Suite 320
Pleasanton, CA 94588

Attention: Joubin Pakpour

Subject: Water Tank Seismic Retrofit Strategy
Dekovan Tanks
Mid-Peninsula Water District
Belmont, CA
Structural Engineering Services

Dear Joubin:

Per your request, Cornerstone Structural Engineering Group would like to submit this proposal to provide structural engineering services for the subject water tanks. The existing tanks were constructed in 1952, and are 52 and 60 feet in diameter, approximately 48 feet tall and have a capacity of 0.72MG and 1.00MG. The tanks were previously evaluated for seismic performance by G&E Engineering. Cornerstone is going to perform an independent seismic and conditional assessment of the tank using the current AWWA D100 as the acceptance standard for essential services facilities. In addition, we are going to include a seismic assessment of the pump house building per ASCE 41 Tier 1 assessment levels.

Based on our conversations, a site visit, and a review of the existing site plan, our understanding of the scope of structural engineering services is as follows:

SCOPE OF SERVICES

ASSESSMENT and STRATEGY REPORT

1. Review available documents for water tanks, including structural drawings and geotechnical reports.
2. Perform a site visit to observe the existing structural conditions for the tanks and pumphouse.
3. Determine interior framing sizes from previous field report data.
4. Perform a cursory AWWA D100 seismic evaluation for the tanks. List and compare deficient elements performance to current code level design criteria. A seismic importance factor of 1.5 will be used as this is to be considered an essential services facility.

5. Provide commentary on conditional issues and potential remediation strategies.
6. Prepare a report describing the findings of our structural review and seismic risk assessment for the tanks with specific information related to the likely structural performance in a code-level earthquake. Compare results with previous report, provide qualitative commentary on construction access, and provide commentary on qualitative conceptual seismic and conditional rehabilitation strategies.
7. Compile CSEG assessment recommendations with G&E report data and summarize final seismic strengthening goals
8. Coordinate with Paso Robles Tank for general quality assurance consultation, cost estimating purposes and constructability quality control peer review.
9. Attend 1 project meeting.
10. Provide conceptual details for:
 - a. Rafter strengthening, Rafter straightening and stability bracing
 - b. Foundation remediation (ring beam and pressure grouting)
 - c. Tie-down anchors for shell.
11. Provide commentary on conditional issues and extents of work.
12. Prepare a report describing the construction recommendations based on our structural review and seismic risk assessment for the tank with specific detail sketches for cost estimating.
13. Coordinate with PCG for cost estimating efforts.
14. The report summary will be itemized with discussion so the District can select which combination of options they prefer to pursue further.

ASSUMPTIONS AND LIMITATIONS:

1. Design services for either retrofit or replacement of the tank are not included in this proposal.
2. Geotechnical report and additional recommendations will be provided by other subconsultants if necessary.
3. Civil Engineer will provide existing tank sizes and geometry.
4. We understand that as-built plans are not available for the tanks. However, material data will be provided for our use from previous investigations. This fee does not include materials investigations or as-built documentation if necessary.
5. The scope of our services is limited to structural engineering issues only. Project management services will be provided by others.
6. Reimbursable expenses are included in the base fee but are not anticipated beyond printing and shipping.

Cornerstone Structural Engineering Group proposes to provide the structural engineering services described above on a lump sum basis for the following fixed fees:

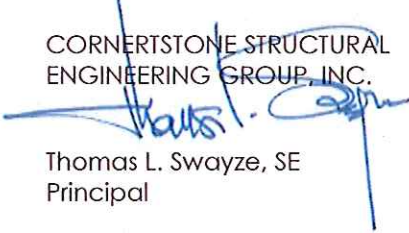


Assessment and Strategy Report:	\$32,500
Paso Robles Tank consultation:	\$5,500
<u>Sub-consultant Markup:</u>	<u>\$550</u>
Total:	\$38,550

Please sign and date this agreement below and return to our office at your earliest convenience. Should you have any questions or comments please do not hesitate to call.

Sincerely,

CORNERTSTONE STRUCTURAL
ENGINEERING GROUP, INC.


Thomas L. Swayze, SE
Principal

AGREED TO BY: _____
PCG

DATE: _____



CHARGE RATE SCHEDULE

Principal	205.00/hr
Associate	175.00
Construction Manager	160.00
Engineering Manager	160.00
Resident Engineer/Structure Representative	145.00
Assistant Structure Representative	135.00
Project Administrator	150.00
Senior Engineer	140.00
Project Engineer	120.00
Staff Engineer	110.00
Structural Designer II	100.00
Structural Designer I	90.00
Senior Computer Drafter	100.00
Computer Drafter	90.00
Junior Computer Drafter	80.00
Accounting Assistant	90.00
Administrative Assistant II	80.00
Administrative Assistant I	70.00
Expert Witness Services	300.00

Subconsultants Cost Plus 10%

Expenses Cost Plus 15%

CADD Services

Plots/Prints on Bond	\$1.50/sq. ft.
Mylar Plots	\$3.00/sq. ft.
Copies	\$0.05 per b/w copy
	\$1.00 per color copy

Charge Rates Applicable January 1, 2015 through December 31, 2015



60



AGENDA ITEM NO. 5.E.

DATE: September 24, 2015
TO: Board of Directors
FROM: Tammy Rudock, General Manager
Rene Ramirez, Operations Manager

**SUBJECT: APPROVE CONTRACT FOR PROFESSIONAL SERVICES IN THE
AMOUNT OF \$30,845 WITH SUBTRONIC CORPORATION FOR
WATER LEAK SURVEY OF MPWD SYSTEM**

RECOMMENDATION

Approve the contract for professional services and authorize the General Manager to sign it in the amount of \$30,845 with Subtronic Corporation for carrying out a water system leak survey over the entire 93 mile distribution and transmission water main system, valves, hydrants, hydrant laterals and services from the water main to the meter box.

FISCAL IMPACT

The total amount of \$30,845 is included within the approved FY 2015/2016 Operating Budget and found on line item 6602.

DISCUSSION

The attached contract is a template form developed by District Counsel and customized for the services to be provided by Subtronic Corporation for this water leak survey that is conducted every other year. Subtronic Corporation conducted the last survey for the District for the same cost.

Attachments: Contract for Professional Services

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____

UNANIMOUS____ LINVILL____ ZUCCA____ WARDEN____ STUEBING____ VELLA____

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the 24th day of September 2015, by and between the MID-PENINSULA WATER DISTRICT ("DISTRICT") and SUBTRONIC CORPORATION ("SUBTRONIC").

WHEREAS, the DISTRICT desires to obtain professional financial advisory and utility rate consulting services for the DISTRICT which SUBTRONIC is qualified to provide; and

WHEREAS, SUBTRONIC has experience and familiarity with providing such services to the DISTRICT and desires to do same.

NOW, THEREFORE, the parties agree as follows:

1. RENDITION OF SERVICES. SUBTRONIC agrees to provide professional services to the DISTRICT in accordance with the terms and conditions of this Agreement ("Services"). In the performance of its Services, SUBTRONIC represents that it has and will exercise that degree of professional care, skill, efficiency and judgment ordinarily employed by consultants providing similar services. SUBTRONIC further represents and warrants that it holds currently in effect all licenses, registrations, and certifications in good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES. The scope of the SUBTRONIC's services will consist of the services set forth in Exhibit A.

3. TERM. This Agreement will commence upon its Effective Date and shall continue until the services set forth in Section 2 are successfully completed, as determined by the DISTRICT.

It is understood that the term of this Agreement is subject to the DISTRICT's right to terminate the Agreement in accordance with Section 13 of this Agreement.

4. COMPENSATION. The SUBTRONIC agrees to perform all of the services included in Section 2, for the not-to-exceed amount of \$30,845, or in accordance with estimate #19493 dated September 2, 2015 found on the attached Exhibit A, as applicable.

The agreed upon hourly rate shall include all direct labor, taxes, overhead, insurance, employee benefits, and other costs and expenses incurred by the SUBTRONIC necessary for the performance of all the services called for under this Agreement. The hourly rate shall remain firm during the entire term of this Agreement. SUBTRONIC may also seek reimbursement for direct out-of-pocket expenses, without mark-up, for long distance phone calls and travel, lodging, parking and other direct costs incurred in the performance of the services as may be approved by the DISTRICT's General Manager.

5. MANNER OF PAYMENT. SUBTRONIC shall submit invoices to DISTRICT on a monthly basis. Invoices shall itemize the number of hours devoted by SUBTRONIC to work under this Agreement, applicable in accordance with the fee schedule described in Section 4, and those out-of-pocket expenses incurred in the performance of work hereunder. The

DISTRICT's General Manager will review and approve invoices prior to submission for payment. DISTRICT shall render payment within thirty (30) days of receipt of approved invoices.

All invoices should be sent to: Mid-Peninsula Water District
3 Dairy Lane
P.O. Box 129
Belmont, CA 94002
Attn: General Manager

The DISTRICT reserves the right to withhold payment to the SUBTRONIC if the DISTRICT determines that the quantity or quality of the work performed is unacceptable. The DISTRICT shall provide written notice to the SUBTRONIC within ten (10) business days of the DISTRICT's decision not to pay and the reasons for non-payment.

6. SUBTRONIC'S KEY PERSONNEL. It is understood and agreed by the parties that at all times during the term of this Agreement that John Taylor shall serve as the primary staff person of SUBTRONIC to undertake, render and oversee all of the services under this Agreement.

7. DISTRICT REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the DISTRICT, the General Manager of the DISTRICT, or such person or persons as he shall designate in writing from time to time, shall represent and act for the DISTRICT.

8. SUBTRONIC'S STATUS. Neither SUBTRONIC nor any party contracting with SUBTRONIC shall be deemed to be an agent or employee of the DISTRICT. SUBTRONIC is and shall be an independent contractor, and the legal relationship of any person performing services for the SUBTRONIC's shall be one solely between said parties.

9. OWNERSHIP OF WORK. All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared, for the Services to be performed by SUBTRONIC shall be and are the property of the DISTRICT. The DISTRICT shall be entitled to access to and copies of these materials during the progress of the work. Any property of the DISTRICT in the hands of SUBTRONIC or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the DISTRICT. If any property of the DISTRICT is lost, damaged or destroyed before final delivery to the DISTRICT, SUBTRONIC shall replace it at its own expense and SUBTRONIC hereby assumes all risks of loss, damage or destruction of or to such materials. The SUBTRONIC may retain a copy of all material produced under this agreement for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the DISTRICT. SUBTRONIC agrees to execute any additional documents which may be necessary to e SUBTRONIC evidence such assignment.

SUBTRONIC represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

10. CHANGES. The DISTRICT may, at any time, by written order, make changes within the scope of work and Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 4 or in the time of required performance as set forth in Section 3, or both. In the event that SUBTRONIC encounters any unanticipated conditions or contingencies that may affect the scope of work or Services and result in an adjustment in the amount of compensation specified herein, SUBTRONIC shall so advise the DISTRICT immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. Such notice shall be given the DISTRICT prior to the time that SUBTRONIC performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

11. RESPONSIBILITY; INDEMNIFICATION. SUBTRONIC shall indemnify, keep and save harmless the DISTRICT, and the DISTRICT members, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by SUBTRONIC caused by an act or omission of SUBTRONIC or its employees, subcontractors or agents. SUBTRONIC further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment be rendered against the DISTRICT or any of the other individuals enumerated above in any such action, SUBTRONIC shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of this Agreement.

12. INSURANCE.

A. Workers' Compensation. If SUBTRONIC employs any person to perform work in connection with this Agreement, SUBTRONIC will procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance will not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, SUBTRONIC will deliver to the DISTRICT a Certificate of Insurance which will stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits will be given to the DISTRICT.

B. Commercial General and Automobile Liability Insurance. SUBTRONIC will also procure and maintain at all times during the performance of this Agreement Commercial General Liability Insurance covering SUBTRONIC and the DISTRICT for liability arising out of the operations and activities of SUBTRONIC and any subcontractors. SUBTRONIC will also procure and maintain during the entire term of this Agreement Automobile Liability Insurance which will include coverage for all vehicles, whether or not owned by SUBTRONIC, on or off the DISTRICT's premises, used by or on behalf of SUBTRONIC in the performance of work under this Agreement. The policies will be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with SUBTRONIC's activities, the DISTRICT, and its Directors, officers, employees and agents. The Insurer(s) will stipulate that its policy(ies) is Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the DISTRICT.

Inclusion of the DISTRICT as an additional insured will not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against SUBTRONIC. The policy will protect SUBTRONIC and the DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy will operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, SUBTRONIC will deliver to the DISTRICT a Certificate of Insurance which will indicate compliance with the insurance requirements of this paragraph and will stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits will be given to the DISTRICT.

C. Professional Liability Insurance. SUBTRONIC will also maintain Professional Liability Insurance covering SUBTRONIC's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance will be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, SUBTRONIC will furnish to the DISTRICT a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy will further stipulate that 30 days' advance written notice of cancellation, non-renewal or reduction in limits will be given to the DISTRICT.

D. Deductibles and Retentions. SUBTRONIC shall be responsible for payment of any deductible or retention on SUBTRONIC's policies without right of contribution from the DISTRICT. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of SUBTRONIC or any subcontractor contains a deductible or self-insured retention, and in the event that the DISTRICT seeks coverage under such policy as an additional insured, SUBTRONIC shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of SUBTRONIC, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if SUBTRONIC or subcontractor is not a named defendant in the lawsuit.

13. TERMINATION. The DISTRICT shall have the right to terminate this Agreement at any time by giving written notice to SUBTRONIC. In the event of termination for any reason other than the fault of SUBTRONIC, SUBTRONIC shall be compensated in accordance with the provisions of Sections 4 and 5 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by SUBTRONIC to effect such termination. For termination for default, the DISTRICT shall remit final payment to SUBTRONIC in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination.

14. NOTICES. All communications relating to the day to day activities of the project shall be exchanged between the DISTRICT's General Manager and John Taylor of SUBTRONIC.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT: Mid-Peninsula Water District
3 Dairy Lane
P. O. Box 129
Belmont, California 94002
ATTENTION: General Manager

If to the SUBTRONIC: Subtronic Corporation
5031 Blum Road, #2
Martinez, CA 94553
ATTENTION: John Taylor

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

15. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the performance of this Agreement SUBTRONIC shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender identity, disability or national origin. SUBTRONIC shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBTRONIC further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

16. MISCELLANEOUS

A. Records. During the term of this Agreement, SUBTRONIC shall permit representatives of the DISTRICT to have access to, examine and make copies, at the DISTRICT's expense, of its books, records and documents relating to this Agreement at all reasonable times.

B. District Warranties. The DISTRICT makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

C. Release of Information. SUBTRONIC shall not release any reports, information or promotional materials prepared in connection with this Agreement without the approval of the DISTRICT's General Manager.

D. Use of Subcontractors. SUBTRONIC shall not subcontract any Services to be performed by it under this Agreement without the prior written approval of the DISTRICT, except for service firms engaged in drawing, reproduction, typing and printing. SUBTRONIC shall be solely responsible for reimbursing any subcontractors and the DISTRICT shall have no obligation to them.

E. No Assignment. SUBTRONIC shall not assign any of the rights nor transfer any of its obligations under the Agreement without the prior written consent of the District.

F. Attorney's Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable legal fees.

G. Applicable Law. This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

H. Binding on Successors. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

I. Waiver. Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

J. Entire Agreement; Modification. This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior understanding or agreement, oral or written, with respect to such subject matter. It may not be amended or modified, except by a written amendment executed by authorized representatives by both parties. In no event will the Agreement be amended or modified by oral understandings reached by the parties or by the conduct of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MID-PENINSULA WATER DISTRICT

SUBTRONIC CORPORATION

By: _____
Tammy A. Rudock
General Manager

By: _____
John Taylor
President

APPROVED AS TO FORM:

By: _____
District Counsel

Exh. A

Subtronic Corporation

5031 Blum Road, #2

Martinez, CA 94553

Phone: 925-228-8771

Fax: 925-228-8737

Estimate

Estimate # 19493

Date of Estimate 9/2/2015

ALSO LOCATED IN GARDEN GROVE CA

BILL TO:

Mid-Peninsula Water District
#3 Dairy Lane
Belmont, California 94002
(650)591-8941
Attn: Brent Chester

ESTIMATE TO:

P.O. #:

SURVEYOR	JOB DATE	DAY	TIME	TERMS
IO				Net 30

DESCRIPTION	QTY	COST	TOTAL
<p>PROJECT LOCATION: Mid-Peninsula Water District (address above)</p> <p>AREA OF SURVEY: The area of survey is defined by information received September 01, 2015 regarding a leak survey on approximately 93 miles of distribution and transmission water mains, valves, hydrants, hydrant laterals and services from the main to the meter box. Belmont, Redwood City and San Carlos, CA</p> <p>SCOPE OF WORK: Leaks on the water system will be located using acoustic instruments, including a leak noise correlator.</p> <p>ACOUSTIC METHODOLOGY: The system will be monitored for leak noise at each valve and appurtenance using an acoustic leak detector. (Microphone & amplifier) Areas with leak noise will be marked for further investigation, which includes a re-visit to confirm the leak and the use of a leak noise correlator if the noise is heard at two consecutive listening points. If distances are too great between listening points, excavations may be required to help locate the leak.</p>			

I accept the above offer and terms of payment, please schedule an appointment.

Signature _____ Date _____

TOTAL

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232

Subtronic Corporation

5031 Blum Road, #2
Martinez, CA 94553
Phone: 925-228-8771
Fax: 925-228-8737

Estimate

Estimate # 19493
Date of Estimate 9/2/2015

ALSO LOCATED IN GARDEN GROVE CA

BILL TO:

Mid-Peninsula Water District
#3 Dairy Lane
Belmont, California 94002
(650)591-8941
Attn: Brent Chester

ESTIMATE TO:

P.O. #:

SURVEYOR	JOB DATE	DAY	TIME	TERMS
IO				Net 30

DESCRIPTION	QTY	COST	TOTAL
ASSUMPTIONS: It is assumed the City has a detailed map of the water system in electronic format and that is will be made available for our use.			
Some of the work may be performed at night when ambient noise levels are lower.			
COMPENSATION: For work performed as described above including equipment, personnel and travel costs for the sum of:			
Perform a leak survey on 93 miles of distribution and transmission mains	93	305.00	28,365.00
Report detailing the leaks found	1	2,480.00	2,480.00
If credit terms are extended to you for this project, payment must be received within 30 days of receipt of the Invoice. Late fees will accrue at the rate of 1.5% per month until payment is received. If your agreement includes a 'Paid When Paid' clause, we will be paid by the consultant after a reasonable period - 60 days after submittal of our invoices being the maximum - regardless of whether the consultant is paid by the client. Interest rates of 1.5% per month will be applied to the outstanding balance after the 60 days.			

I accept the above offer and terms of payment, please schedule an appointment.

Signature _____

Date _____

TOTAL

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232

Estimate

Estimate # 19493

Date of Estimate 9/2/2015

Date of Estimate 9/2/2015

Fax: 925-228-8737

ALSO LOCATED IN GARDEN GROVE CA

BILL TO:

Mid-Peninsula Water District #3 Dairy Lane Belmont, California 94002 (650)591-8941 Attn: Brent Chester	ESTIMATE TO:	P.O. #:	

SURVEYOR	JOB DATE	DAY	TIME	TERMS
IO				Net 30

DESCRIPTION	QTY	COST	TOTAL
This estimate is good for 60 days.			
I accept the above offer and terms of payment, please schedule an appointment. Signature _____ Date _____		TOTAL	\$30,845.00

I accept the above offer and terms of payment, please schedule an appointment. Date _____

Signature _____ Date _____

This quotation is subject to our Specification and Standard Conditions of Contract.

CA License # 940232

70



AGENDA ITEM NO. 7.A.

DATE: September 24, 2015

TO: Board of Directors

FROM: Tammy Rudock, General Manager

SUBJECT: DROUGHT AND WATER CONSERVATION PROGRESS REPORT

RECOMMENDATION

Receive progress report on drought and water conservation activities.

DISCUSSION

Activities completed since the August 27th Board meeting:

1. June 1, 2015 was the start of the SWRCB's measurement period for the 2015/2016 statewide water conservation goals. The measurement period ends February 29, 2016, and the MPWD system's conservation goal is 20% when compared to 2013 water consumption.
2. The report due September 15th to the SWRCB was timely submitted. August's water consumption was 106,832 units—a **record for August in MPWD's history since tracking started in 1961!** The reduction (compared with 2013) measured 31.4% and the R-GPCD was 82. *By comparison, the August 2014 PERCENT CHANGE was -17.2% and the R-GPCD was 102.*

MPWD's cumulative water savings (since tracking started on June 1, 2015) = -31.6%, which is 11.6% greater than the established MPWD system conservation goal of 20%.

2015/2016 MONTH	2015/2016 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2015/2016 R-GPCD	2013 R-GPCD
June	103,863	150,614	-31.0%	-31.0%	82.3	122.6
July	105,639	156,081	-32.3%	-31.7%	81.1	122.9
August	106,832	155,788	-31.4%	-31.6%	82.0	122.7
September		145,551				118.5
October		122,117				96.2
November		106,535				86.7
December		94,062				74.1
January		84,202				66.3
February		86,478				75.4

*Compared to 2013.

The R-GPCD (Residential-Gallons Per Capita Day) calculations are highlighted above in yellow. The SWRCB performance standard for indoor use is 55GPCD. (Note: For 2015/2016, the SWRCB formula for calculating the R-GPCD included MPWD factors: 85% residential use of total production, and 2014 population projection—26,730—from 2010 Urban Water Management Plan.)

- MPWD started tracking water waste complaints in July 2014. All were investigated and resolved through communications and education.

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
2015	2	0	5	12	6	6	12	5					48
2014	-	-	-	-	-	-	3	6	3	4	7	0	23

- The SWRCB media release dated August 27, 2015, and entitled "California Water Use Drops 31.3% Exceeds 25% Mandate for July," and statewide Emergency Conservation Regulation Update dated September 1, 2015, is attached for information.

BACKGROUND

The following Calendar Year 2014 and 2015 tables reflect MPWD's water system purchases in units (1 unit = 748 gallons), percentage change comparison, and cumulative average savings (highlighted in blue).

CALENDAR YEAR 2015 - JANUARY THROUGH MAY

2015 MONTH	2015 UNITS	2014 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2015 R-GPCD	2014 R-GPCD	2013 R-GPCD
January	82,360	102,910	84,202	-2.2%	-2.2% / -15.1%**	64.9	81.1	66.3
February	79,782	73,221	86,478	-7.7%	-5.0% / -14.5%	69.6	63.9	75.4
March	102,964	89,152	106,663	-3.5%	-4.5% / -13.7%	81.1	70.2	84.0
April	91,491	96,019	120,265	-23.9%	-9.3% / -14.4%	74.5	78.2	97.9
May	97,806	126,934	155,736	-37.2%	-14.9% / -15.8%	77.1	100.0	122.7

*Compared to 2013. **Cumulative total since February 2014.

CALENDAR YEAR 2014 - FEBRUARY THROUGH DECEMBER

2014 MONTH	2014 UNITS	2013 UNITS	PERCENT CHANGE*	CUMULATIVE WATER SAVINGS*	2014 R-GPCD	2013 R-GPCD
February	73,221	86,478	-15.3%	-15.3%	64	75
March	89,152	106,663	-16.4%	-15.9%	70	84
April	96,019	120,265	-20.2%	-17.3%	78	98
May	126,934	155,736	-18.5%	-17.6%	100	123
June	139,729	150,614	-7.2%	-15.5%	114	123
July	134,669	156,081	-13.7%	-15.2%	106	123
August	128,924	155,788	-17.2%	-15.5%	102	123
September	118,284	145,551	-18.7%	-15.9%	96	119
October	109,652	122,117	-10.2%	-15.3%	92	96
November	86,670	106,535	-18.6%	-15.6%	71	87
December	72,835	94,062	-22.6%	-16.2%	57	74

*Compared to 2013.

The R-GPCD (Residential-Gallons Per Capita Day) calculations are highlighted above in yellow. The SWRCB performance standard for indoor use is 55GPCD. (Note: For Calendar Years 2014 and 2015 tracking, the SWRCB formula for calculating the R-GPCD included MPWD factors: 85% residential use of total production, and population from 2010 Urban Water Management Plan—26,030.)

Attachments: SWRCB Media Release dated August 27, 2015
SWRCB statewide Emergency Conservation Regulation Update dated September 1, 2015



Media Release

CALIFORNIA WATER USE DROPS 31.3 PERCENT, EXCEEDS 25 PERCENT MANDATE FOR JULY

For Immediate Release
August 27, 2015

Contact: George Kostyrko
gkostyrko@waterboards.ca.gov

SACRAMENTO – Despite continued hot conditions, Californians surpassed June's conservation rate and reduced water use by 31.3 percent during July, exceeding Governor Edmund G. Brown Jr.'s 25 percent mandate for a second consecutive month since the new emergency conservation regulation took effect.

For June and July, the cumulative statewide savings was 29.5 percent. Saving water in the hot summer months is critical to meeting the State's overall 25 percent savings goal through February 2016, as the summer is when the greatest amount of water is traditionally used, particularly on outdoor ornamental landscapes. State officials urged residential water users to keep up their efforts to conserve.

"Californians' response to the severity of the drought this summer is now in high gear and shows that they get that we are in the drought of our lives. This isn't your mother's drought or your grandmother's drought, this is the drought of the century," said Felicia Marcus, Chair of the State Water Resources Control Board. "Millions of conscientious Californians are the real heroes here — each stepping up to help local water resources last longer in the face of an historic drought with no certain end date."

July's water savings moved the State 228,940 acre-feet (74.6 billion gallons) closer to the goal of saving 1.2 million acre-feet by February 2016, as called for by the Governor in his April 1 [Executive Order](#). Cumulative savings for June and July is 414,800 acre-feet, or 35 percent of the savings goal.



Conservation programs put in place during the late spring and early summer months by most of the State's water suppliers are now in full swing, yielding dramatic reductions in water use



and heightened water use awareness. With dry conditions forecast to continue through November, the focus remains not only on enhancing current efforts but on encouraging suppliers that are behind to make the commitment to conservation and meet or beat their targets.

The [emergency water conservation regulation](#) requires urban water suppliers to provide monthly water use reports to the State Water Board. Urban water suppliers are expected to meet, or exceed, their [individual conservation standard](#) starting in June and continuing through February 2016. The year 2013 serves as the baseline for determining water savings statewide. The current report is posted [here](#).

July Highlights

- The percent of water saved by the State's large urban water agency suppliers increased from 27.3 percent in June to 31.3 percent in July, in same-month water use comparisons of 2015 to 2013. A four percentage point increase in conservation is exceptional considering July is historically one of the highest water-consuming months in California.
- The amount of water saved in July 2015 (74.6 billion gallons) is more than four times the amount of water saved in July 2014 (18.0 billion gallons), when the State's voluntary 20 percent conservation goal was in effect.
- Statewide, the average residential water use was 98 gallons per capita per day for July 2015, a similar level of residential water use as reported in June 2015 (98.1 residential gallons per capita per day, or R-GPCD), but significantly lower than residential water use in July 2014 (statewide average R-GPCD of 132.9).
- 290 water suppliers, serving 29.2 million people, met or exceeded their conservation standard in July, up from 265 water suppliers in June. 98 water suppliers exceeded their conservation standard by 10 percent, while 67 water suppliers exceeded their conservation standard by 15 percent or more.

See the how the hydrologic regions did for the month of July [here](#).

Compliance Statistics

July brought big improvements for the water suppliers that were significantly behind the conservation curve in June. With 402 water supplier reports submitted for July, 290 suppliers (72 percent) met, or were within one percent of, their conservation standard; 59 suppliers (15 percent) were between one and five percent of meeting their conservation standard; and 49 suppliers (12 percent) were between five and 15 percent of meeting their conservation standard.

There were only four suppliers (one percent) in July reporting that they were more than 15 percent away from meeting their conservation standard – a 75 percent drop in the number of suppliers reporting that they were this far away from meeting their standard in June. The July Compliance data can be found [here](#).

All water suppliers that did not meet their June conservation standard were contacted following the release of the June data. Many were required to provide information about their existing conservation programs and the steps they are taking to boost conservation. Conservation Orders are being issued to those water suppliers that are far behind and do not have the programs in place to meet their standard. A fact sheet on compliance can be found [here](#).

Local Enforcement and Education Programs Continue Ramping Up

Water suppliers reported that while their July statistics demonstrate that the number of complaints and warnings may be leveling off, the number of penalties is rising as the local programs mature.

- 38,665 water waste complaints were reported statewide (by 374 suppliers), compared with 45,234 complaints reported in June (by 374 suppliers);
- 37,170 formal warnings were issued for water waste statewide (by 323 suppliers), compared with 36,302 formal warnings in June (by 313 suppliers); and
- 15,845 penalties were issued statewide (by 79 suppliers), compared with 8,876 penalties issued in June (by 54 suppliers).

Warnings and penalties not only draw attention to water wasting activities and undetected leaks, but they also complement local outreach and education programs to reduce water use. Water suppliers have stepped up their communications considerably in the last two months and are extending their education programs to cover other drought-related needs such as irrigation and mulching practices to [maintain healthy trees](#) while limiting water for ornamental landscapes.

The July urban water supplier enforcement statistics can be found [here](#).

July's Top Performers

"Historically, water use rises dramatically in the hot summer months, primarily for landscape watering, which on average constitutes 50 percent of urban water use, in some cases far more. This is the time when we can most easily save the most water," said Marcus.

"Fortunately, most water districts and their customers are finally stepping up to show what they can do. It's impressive, and not a moment too soon--and should motivate those who haven't yet met their goals to meet them. We're also ramping up our enforcement efforts for extra motivation."

Dozens of communities reduced water use more than 15 percent beyond their conservation standards in July 2015. The list of stand-out communities includes Mammoth Community Water District (South Lahontan), Valencia Water Company (South Coast) and the City of Livermore (San Francisco Bay Area). These high achievers continue to represent both inland and coastal communities, proving that it can be done wherever you are. Suppliers demonstrating remarkable performance included:

- **Golden State Water Company Simi Valley** – reduced water use by 40 percent in July, bringing R-GPCD to 85 gallons, in line with many other South Coast communities.
- **City of Santa Cruz** - achieved a cumulative 31.5 percent savings for June and July, 22.5 percent over its 8 percent conservation standard. The district has implemented a water school to educate residents on how to reduce water use.
- **City of Santa Rosa** – reduced water use by 43.8 percent in July, 2.5 times greater than the city's 16 percent conservation standard.
- **City of West Sacramento** – achieved a cumulative 34 percent savings for June and July, despite having a significant amount of commercial and industrial use.

Background

In his April 1 [Executive Order](#), Governor Brown mandated a 25 percent water use reduction for cities and towns across California.

In May, the State Water Board adopted an [emergency regulation](#) requiring an immediate 25 percent reduction in overall potable urban water use. The regulation uses a sliding scale for setting conservation standards, so that communities that have already reduced their R-GPCD through past conservation will have lower mandates than those that have not made such gains since the last major drought.

Each month, the State Water Board compares every urban water supplier's water use with their use for the same month in 2013 to determine if they are on track for meeting their conservation standard. Local water agencies determine the most cost effective and locally appropriate way to achieve their standard. The State Water Board will work closely with water suppliers to implement the regulation and improve local efforts that are falling short.

California has been dealing with the effects of an unprecedented drought. To learn about all the actions the state has taken to manage our water system and cope with the impacts of the drought, visit [Drought.CA.Gov](#). Every Californian should take steps to conserve water. Find out how at [SaveOurWater.com](#).

Emergency Conservation Regulation Update

Office of Research, Planning, and Performance

September 1, 2015



Status of Implementation

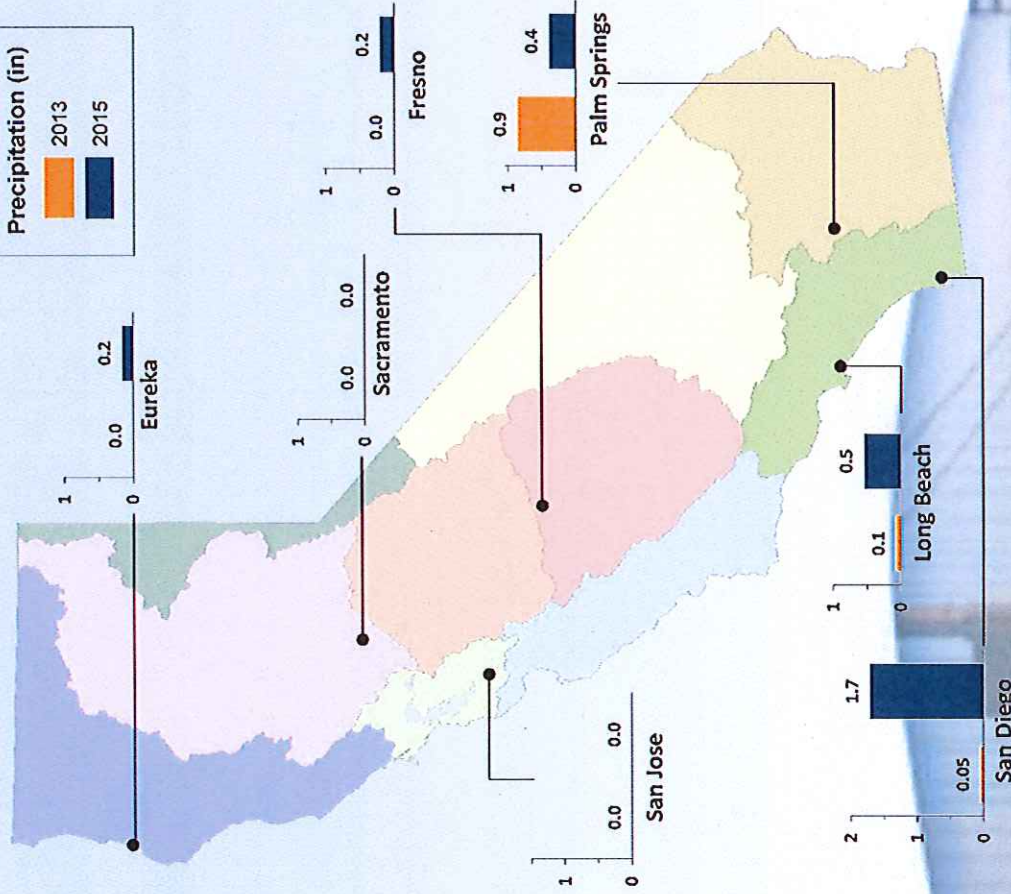
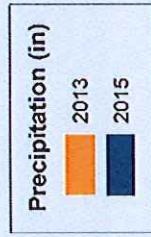
- Water production data collected from June 2014 through July 2015 (14 months)
- Second month with statewide goal to reduce total potable urban water use by 25 percent
- 402 (of 411) urban water suppliers submitted July production and enforcement numbers
- June compliance assessed for all 411 suppliers; enforcement actions taken where necessary



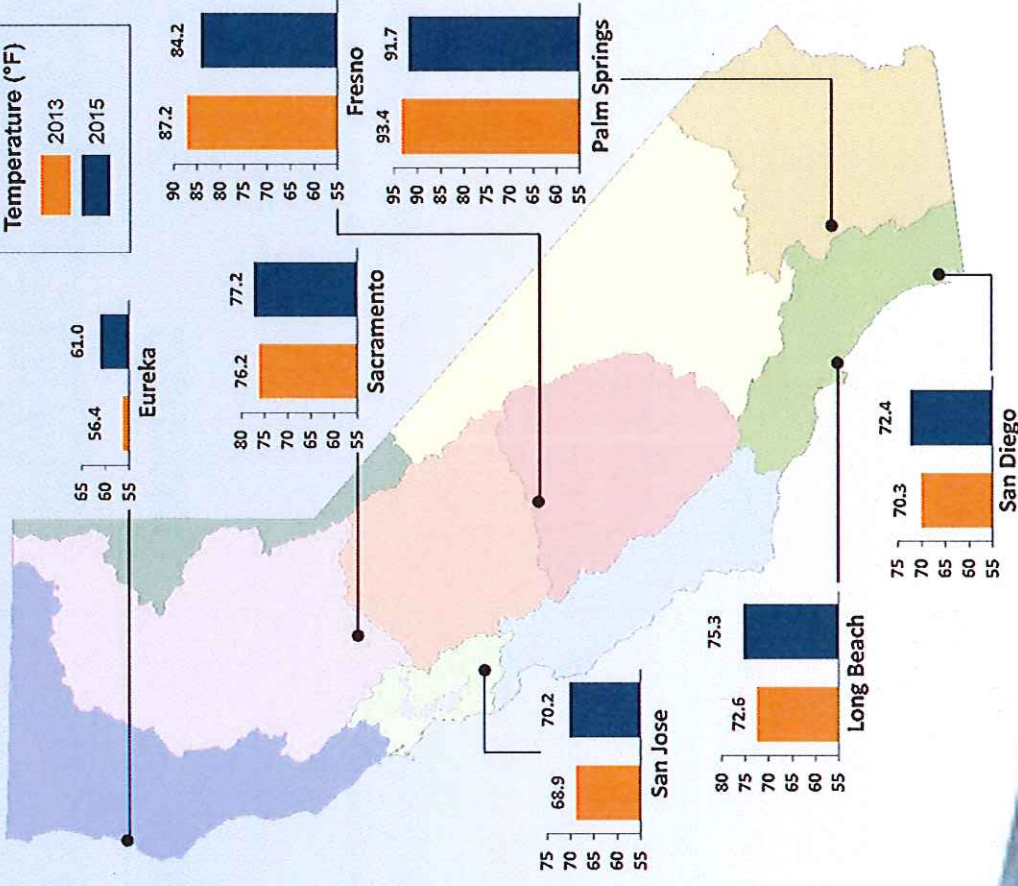
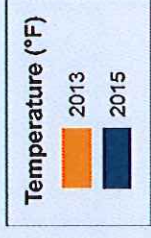
July Weather Conditions

(Select Cities)

Precipitation



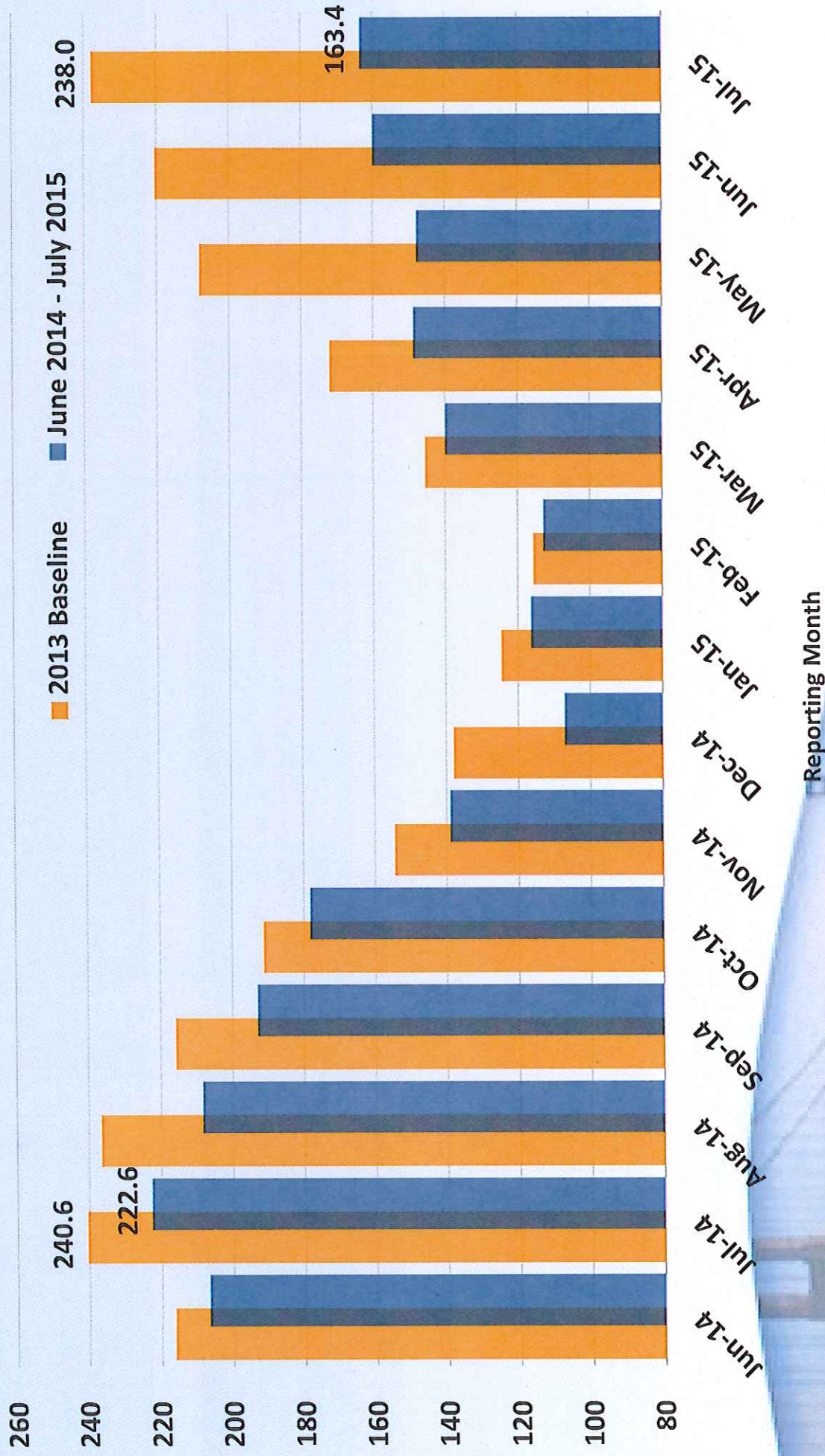
Temperature



Statewide, July 2015 was cooler and wetter than July 2013

Statewide Water Conservation Results

Water Production June 2014 - July 2015 (Billion Gallons)



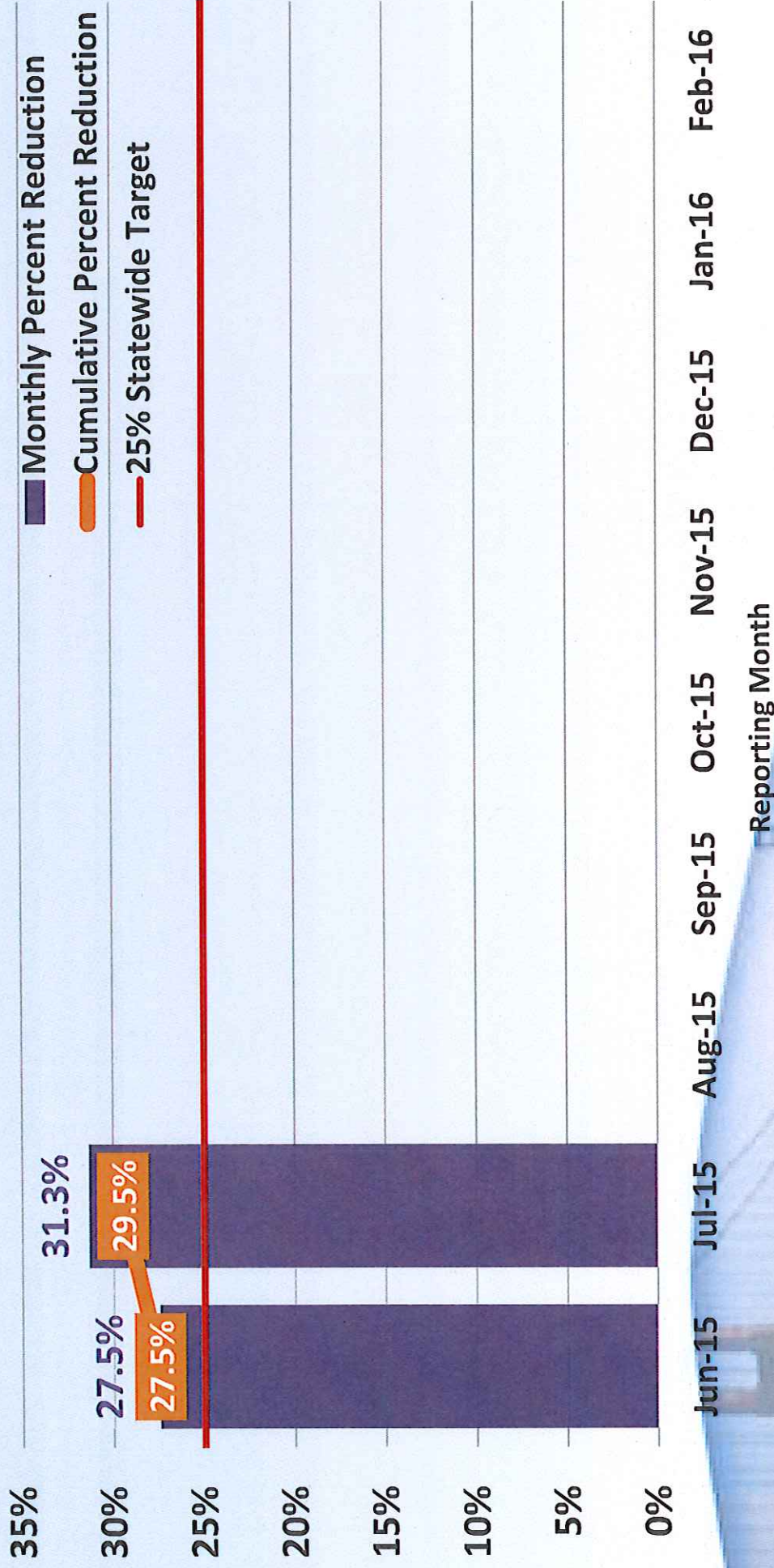
July 2015 savings (74.6 billion gallons) is four times more than July 2014 savings (18.0 billion gallons)



Statewide Water Conservation Results

Water Production Percentage Reduction

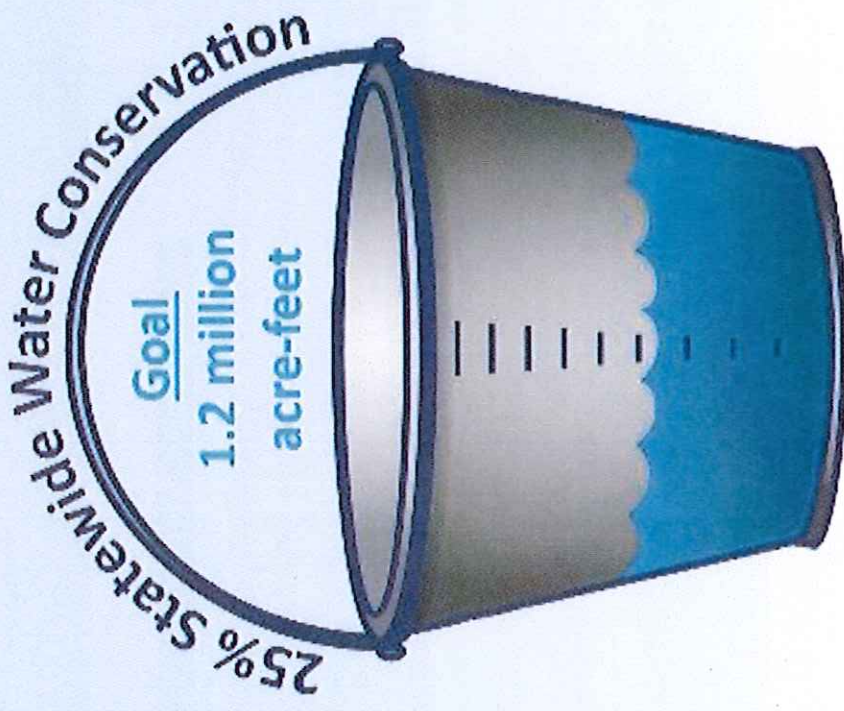
(Compared to 2013)



July 2015 savings (74.6 billion gallons; 228,940 acre-feet) brings cumulative statewide savings to 31.3%

Cumulative Savings (June - July 2015)

- 414,800 acre-feet
(135.2 billion gallons)
- 35 % towards goal



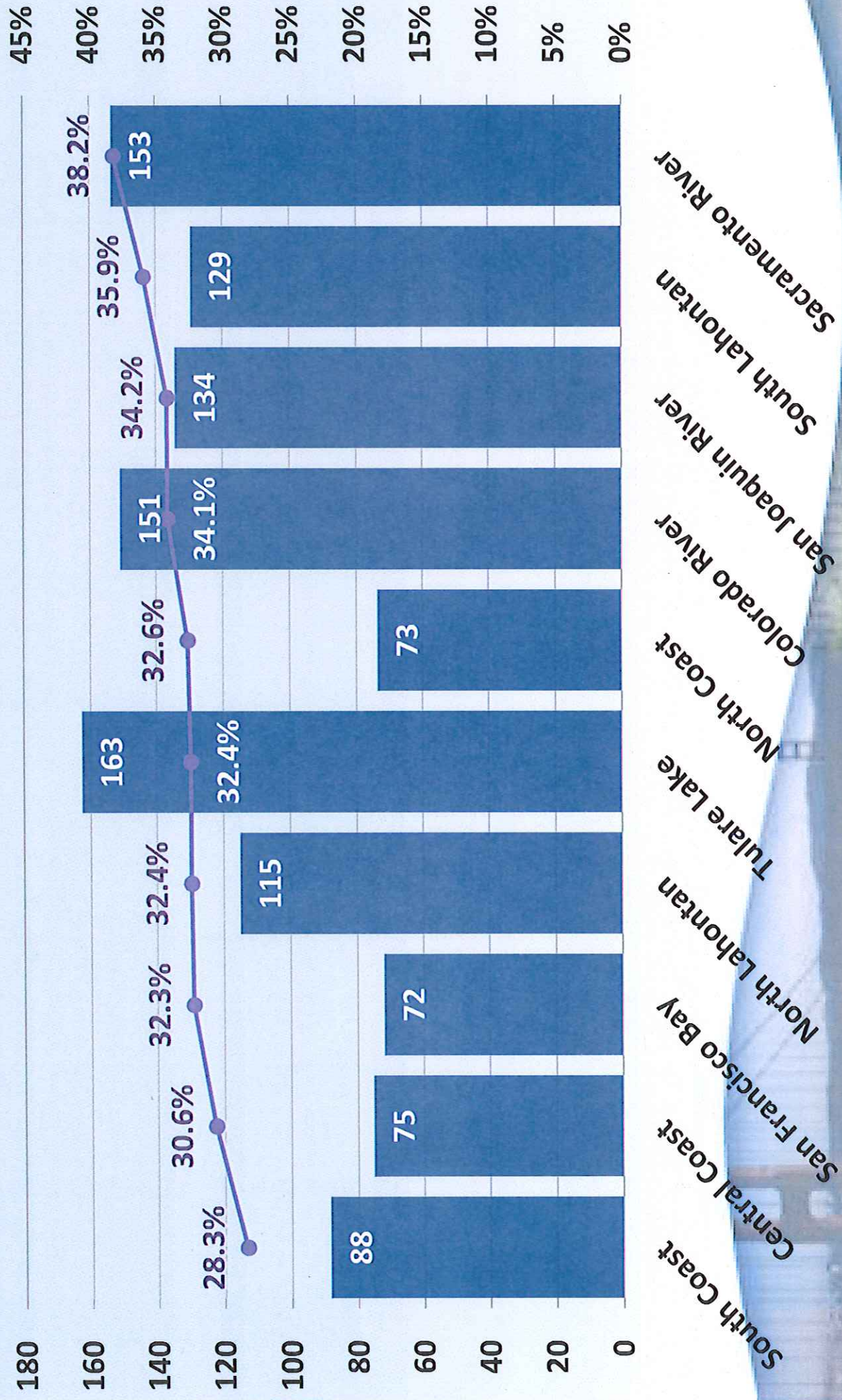
414,800 acre-feet
saved from June-July 2015

July 2015 Residential Gallons per Capita per Day

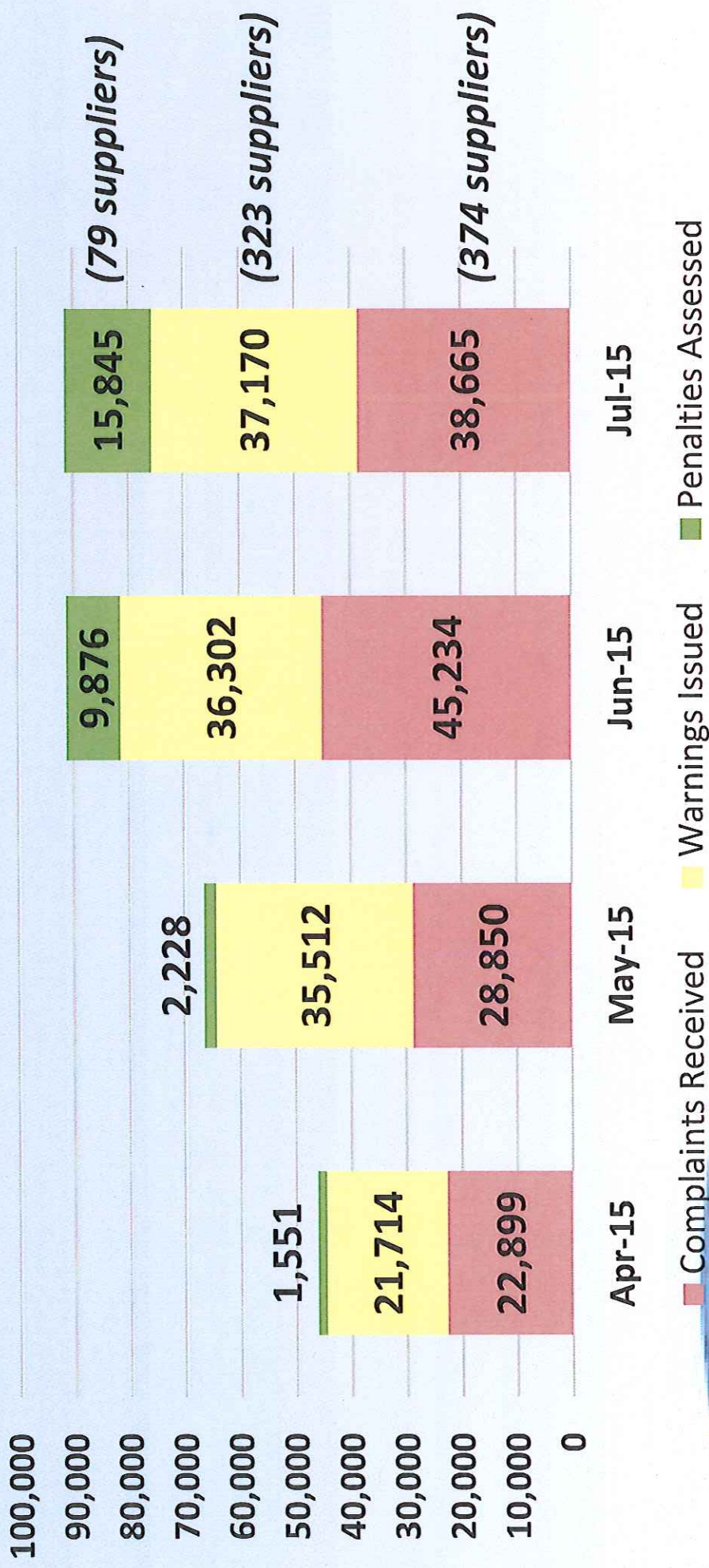
- Average statewide July 2015 R-GPCD = 98
 - Lowest supplier R-GPCD = 30
 - Highest supplier R-GPCD = 402
- July 2015 R-GPCD same as June 2015 (98);
down from July 2014 (133)
- 55 GPCD is the performance standard for **indoor** use
 - 24 suppliers representing 2.3 million people report
July total (indoor and outdoor) R-GPCD less than 55



July 2015 Water Conservation Results



July 2015 Supplier Enforcement Actions



16 suppliers still allow outdoor irrigation 7 days a week

Conservation Tools





Noteworthy July 2015 Achievements



July 2015 conservation exceeded conservation standard by 20% and cumulative conservation exceeded conservation standard by 20%

- Alameda County Water District • Pleasanton, City of
- San Gabriel Valley Water Company • California Water Service Company Livermore
- California-American Water Company Sacramento District • Calaveras County Water District
- Hayward, City of • Soquel Creek Water District
- Sunnyvale, City of • North Coast County Water District
- San Buenaventura, City of • Livermore, City of Division of Water Resources
- California-American Water Company San Diego District • Mammoth Community Water District
- Santa Cruz, City of • Menlo Park, City of
- Santa Barbara, City of • Westborough Water District
- Goleta Water District • California Water Service Company Redwood Valley
- Dublin San Ramon Services District



Supplier Compliance Priorities: June v July

Compliance Priority	# of Suppliers in June (Jun-15 savings)	# of Suppliers in July (cumulative Jun-15 - Jul-15 savings)
1 Greater than 15% from meeting standard	16	4 (110,947 people served)
2 Between 5% and 15% from meeting standard	74	49 (2.4 million people served)
3 Between 1% and 5% of meeting standard	59	59 (4.1 million people served)
0 Met or within 1% of standard	263	290 (29.2 million people served)
Number of Suppliers Reporting	412	402 (35.9 million people served)



Enforcement Actions on June Supplier Compliance

- 8 Conservation Orders Issued
- 74 Information Orders Issued
- 59 Warning Letters Issued
- Cease and Desist Orders in cases of willful violation of an Information or Conservation Order
- More information at

http://www.waterboards.ca.gov/water_issues/programs/conservation_portal/enforcement.shtml



Next Steps

- Review Information Orders responses
- Issue additional Conservation and Information Orders where necessary
- Issue responses to Alternate Compliance Requests
- Potential future workshops





AGENDA ITEM NO. 8.A.

DATE: September 24, 2015
TO: Board of Directors
FROM: Tammy Rudock, General Manager
Candy Pina, Administrative Services Manager

SUBJECT: RECEIVE GENERAL MANAGER'S ANNUAL REPORT FOR END OF FISCAL YEAR 2014/2015

RECOMMENDATION

Receive General Manager's annual report for FYE 2014/2015.

FISCAL IMPACT

None.

DISCUSSION

Staff will present a fiscal year-end review on the following topics:

- Financial summary;
- Capital program;
- LAIF reserves;
- Claims update; and
- Loss prevention.

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____

UNANIMOUS____ LINVILL____ ZUCCA____ WARDEN____ STUEBING____ VELLA____



AGENDA ITEM NO. 8.B.

DATE: September 24, 2015

TO: Board of Directors

FROM: Tammy Rudock, General Manager
Candy Pina, Administrative Services Manager
Rene Ramirez, Operations Manager

SUBJECT: CONSIDER RESOLUTION 2015-18 AUTHORIZING THE AMENDED MPWD BUDGET FOR FY 2015/2016 – CAPITAL OUTLAY/CAPITAL PROJECTS

RECOMMENDATION

Approve Resolution 2015-18 authorizing the Amended MPWD Budget for FY 2015/2016 – Capital Outlay/Projects.

FISCAL IMPACT

Reallocation of \$800,000 because of capital project delay.

DISCUSSION

As previously reported, due to unforeseen logistical challenges for this fiscal year's construction season, \$800,000 for the Alameda de las Pulgas Water Main Replacement project (from Arbor to Cipriani) needs to be considered for reallocation. Staff was proactive and discussed the project with the City of Belmont prior to start of design, and they stated that due to the traffic volume on Alameda de las Pulgas we should construct the project after school ends during the summer months. Thus, we determined it was best to delay construction to mid-June 2016.

The approved MPWD FY 2015/2016 Capital Budget is attached for reference.

Operations staff met a few times with the General Manager, Operations Manager, and District Engineer to identify substitute capital improvements for FY 2015/2016.

1. First identified were FY 2014/2015 carryover project expenditures in order to avoid transfers for the MPWD LAIF Reserves. There were two:

- A. Buckland Tanks Replacement Project for the driveway replacement, and project management and closure (\$46,000); and
 - B. SCADA – Master Plan (\$21,000).
2. Next was the Dairy Lane Wiring/Cabling Transition to Digital Platform Project approved by the Board last month (\$40,000).
 3. Third was the completion of the engineering design and bidding for the Alameda de las Pulgas Water Main Replacement project (\$30,000).
 4. Finally, the Comprehensive Financial Management System budget has a shortfall of \$5,000 that needs to be added to the existing budget projection of \$140,000 for a total of \$145,000.

Items 1-4 above total \$142,000, leaving a balance of \$658,000.

The Capital Outlay/Project priorities that were identified by staff:

5. Karen Road Water Main Replacement. \$425,000 (It was identified during the water hydraulic modeling process and has a higher priority mostly due to its chronic maintenance and repair history, and advanced pipeline age.)
6. Hallmark Tanks Structural and Seismic Evaluation. \$55,000
7. Folger Pump Station Demolition. \$50,000 (Feasibility study, including structural evaluation and strategy development, for demolition/removal of abandoned pump station and related infrastructure located at 1510 Folger Street.)
8. Fleet Replacements: Four pickup trucks. \$125,000

Items 5-8 total \$655,000. The entire list totals \$797,000, and the \$3,000 difference (from the \$800,000 budget) was going to be listed for Miscellaneous Capital Outlay/Projects.

However, after a deeper review and mini-management audit of the MPWD's finances and budget projections, and consideration of other operational issues, the list was modified to the attached Proposed Amended MPWD FY 2015/2016 Capital Budget.

Staff's proposed amendment included the following cautious considerations:

- Water Commodity Charges Projections. Water commodity charges are currently coming in on target as projected, but the overall increased level of water conservation (31.6%) is higher than the SWRCB's target for the MPWD (20%). Moreover, the MPWD's July 1, 2015 water rates increase assumed a 20% water conservation achievement. There is potential for an amended commodity

charges projection at mid-year if water conservation continues at the current level.

- Reserve Funds Balance. MPWD reserve funds were down by \$990,000 at FYE 2014/2015 to \$3.4 million. A total of \$804,532 was transferred from Capital Reserves last fiscal year as a result of the significantly reduced transfer from Operations, because of water conservation achievements and reduced water commodity revenues.

Included in that transfer was approximately \$100,000 for unbudgeted capital expenditures incurred in FY 2014/2015. Refer to the attached FYE 2014/2015 financial report for Capital Outlay/Capital Projects, which was reformatted for better transparency.

Miscellaneous Capital Outlay/Capital Projects should become a placeholder line item within the budget so that unexpected or unplanned capital expenditures can be properly allocated and identified without having to properly amend the budget each time.

The following table reflects a summary of the MPWD reserve funds for the past three fiscal years. The Board's Reserve Policy target is a total of \$5,000,000.

MPWD RESERVE FUNDS

	June 30, 2013	June 30, 2014	June 30, 2015
Capital Reserves	\$2,117,717	\$1,876,967	\$ 887,031
Emergency Reserves	\$1,000,000	\$2,000,000	\$2,000,000
Working Capital Reserves	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL	\$3,617,717	\$4,376,967	\$3,387,031

The Operating Budget for this fiscal year projected only \$61,423 will be transferred to reserves. Depending upon actual revenues received, this minimal amount might not even be available for transfer to reserves.

The proposed Amended Capital Budget for FY 2015/2016 projects a \$278,000 transfer **TO** Capital Reserves.

- Capital Improvement Projects Construction—Economies of Scale. The Karen Road Water Main Replacement Project can be put out to bid next year at the same time as the Alameda de las Pulgas Water Main Replacement Project, which would likely result in construction cost savings for the MPWD.
- Pay-Go for Major Capital Improvement Program (CIP) May Soon Be Infeasible. With dwindling revenues as a result of continued water conservation, there will be fewer dollars to transfer from Operations to Capital. Since there will be discussion soon with the Board regarding the MPWD's proposed 5-Year CIP and financing options, there could be funding available from long-term debt financing

for larger capital projects within the CIP, including the Karen Road Water Main Replacement Project and Alameda de las Pulgas Water Main Replacement Project.

- Fleet Replacements. The four trucks identified for replacement are all 13-14 years old and have over 100,000 miles on them—two of them with 150,000+ miles! Maintenance is becoming more costly, and major engine, transmission, and rear-end replacements are looming to keep them safe to drive. It makes better business sense that available MPWD funds would be better spent replacing the vehicles without haste.

Therefore, as a result of these considerations and thoughtful analysis, staff's proposed amendment includes one revision and one addition to the recommended capital Items 1-8 identified hereinabove:

- Reduce Karen Road Water Main Replacement to \$100,000 for engineering design, including coordination with Caltrans, and bidding; and
- Add line item for Miscellaneous Capital Outlay/Projects and budget at \$50,000.

Attachments: MPWD Budget for FY 2015/2016 Capital Outlay/Capital Projects
Proposed Amended MPWD Budget for FY 2015/2015 Capital Outlay/Capital Projects
Reformatted Financial Report – FYE 2014/2015 Capital Outlay/Capital Projects

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____

UNANIMOUS____ LINVILL____ ZUCCA____ WARDEN____ STUEBING____ VELLA____

**MID-PENINSULA WATER DISTRICT
BUDGET FOR FY 2015-2016
CAPITAL OUTLAY/CAPITAL PROJECTS**

DESCRIPTION	FY 2015-2016 BUDGET \$
Alameda de las Pulgas Water Main Replacement Project - CIP	800,000
Dekoven Tanks Structural and Seismic Evaluation - CIP	55,000
AMI Meter Change Out Program	400,000
SCADA Replacement Project	150,000
Replacement Printer/Copier/Scanner	25,000
Financial Management System - Comprehensive	140,000
CAPITAL OUTLAY/CAPITAL PROJECTS	1,570,000
DEPRECIATION	870,000
TRANSFER FROM OPS (Includes Water System Capacity Charges of \$200,000)	700,000
TRANSFER TO/FROM CAPITAL RESERVES	-
CAPITAL OUTLAY/CAPITAL PROJECTS	(1,570,000)
NET RESULTS OF CAPITAL	(0)

(Arbor to Aphani)

**MID-PENINSULA WATER DISTRICT
PROPOSED AMENDED BUDGET FOR FY 2015-2016
CAPITAL OUTLAY/CAPITAL PROJECTS**

DESCRIPTION	APPROVED AMENDED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD %	
				17.0%	Y-T-D % OF BUDGET
CAPITAL IMPROVEMENTS - WORK IN PROCESS (WIP)					
AMI Meter Change Out Program	400,000	27,068	372,932	6.8%	
Karen Road Water Main Replacement - CIP	100,000	-	100,000	0.0%	
Hallmark Tank Structural and Seismic Retrofit - CIP	55,000	-	55,000	0.0%	
Dekoven Tanks Structural and Seismic Retrofit - CIP	55,000	-	55,000	0.0%	
Folger Pump Station Demolition - CIP	50,000	-	50,000	0.0%	
Buckland Tank Replacement Project - CIP	46,000	45,000	1,000	97.8%	
Alameda de las Pulgas Water Main Replacement Project - CIP	30,000	15,951	14,049	53.2%	
CAPITAL IMPROVEMENTS - WIP TOTAL	736,000	88,019	647,981	12.0%	
CAPITAL OUTLAY					
SCADA Replacement Project	171,000	1,597	169,403	0.9%	
Financial Management System (FMS) - Comprehensive Replacement	145,000	-	145,000	0.0%	
Fleet Replacement: Four pickup trucks	125,000	-	125,000	0.0%	
Dairy Lane Wiring/Cabling	40,000	-	40,000	0.0%	
Replacement Printer/Copier/Scanner	25,000	21,294	3,706	85.2%	
Miscellaneous Capital Outlay/Projects	50,000	-	50,000	0.0%	
CAPITAL OUTLAY TOTAL	556,000	22,891	533,109	4.1%	
CAPITAL IMPROVEMENTS & CAPITAL OUTLAY TOTAL	1,292,000	110,909	1,181,091	8.6%	
DEPRECIATION					
TRANSFER FROM OPS	870,000	158,136	711,864	18.2%	
TRANSFER (TO)/FROM CAPITAL RESERVES	700,000	119,567	580,433	17.1%	
CAPITAL OUTLAY/CAPITAL PROJECTS	(278,000)	(166,793)	(111,207)	60.0%	
	(1,292,000)	(110,909)	(1,181,091)	8.6%	
NET RESULTS OF CAPITAL	-	-	-	N/A	

MID-PENINSULA WATER DISTRICT
BUDGET FOR FY 2014-2015
CAPITAL OUTLAY/CAPITAL PROJECTS

DESCRIPTION	APPROVED AMENDED FY 2014-2015 BUDGET \$	ACTUAL 7/1/2014 06/30/15	REMAINING BALANCE/ (OVER BUDGET)	Y-T-D % OF BUDGET
CAPITAL IMPROVEMENTS - WORK IN PROCESS (WIP)				
Buckland Tank Replacement 1 Project	1,000,000	1,038,132	(38,132)	103.8%
Meter Change Out Program *	400,000	532,421	(132,421)	133.1%
Water Main Replacement **	500,000	506,344	(6,344)	101.3%
SCADA Replacement Project Phase 1	160,000	14,887	145,113	9.3%
Notre Dame/Folger Tie-In Project	96,750	91,951	4,799	95.0%
CAPITAL IMPROVEMENTS - WIP TOTAL	2,156,750	2,183,735	(26,985)	101.3%
CAPITAL OUTLAY				
Plug-In/Hybrid Vehicles (Fleet Replacement)	35,000	45,769	(10,769)	130.8%
Computer Systems	-	9,026	(9,026)	N/A
Alameda de las Pulgas Water Main Replacement	-	30,887	(30,887)	N/A
Notre Dame Water Main Replacement	-	43,701	(43,701)	N/A
Pumps & Valves Replacement	-	13,854	(13,854)	N/A
CAPITAL OUTLAY TOTAL	35,000	143,237	(108,237)	409.2%
CAPITAL IMPROVEMENTS & CAPITAL OUTLAY TOTAL	2,191,750	2,326,972	(135,221)	106.2%
DEPRECIATION	870,000	912,826	(42,826)	104.9%
TRANSFER FROM OPS	1,117,700	609,614	508,086	54.5%
TRANSFER FROM CAPITAL RESERVES	204,050	804,532	(600,482)	394.3%
CAPITAL OUTLAY/CAPITAL PROJECTS	(2,191,750)	(2,326,971)	135,221	106.2%
NET RESULTS OF CAPITAL	0	0	0	

* AMI Zone 1 - 1/2 installation for 2014-2015

** Belburn Water Main Replacement Project



AGENDA ITEM NO. 8.C.

DATE: September 24, 2015
TO: Board of Directors
FROM: Tammy Rudock, General Manager

SUBJECT: CONSIDER ACWA BALLOT FOR REGION 5 BOARD ELECTION FOR THE 2016/2017 TERM

RECOMMENDATION

Consider ACWA ballot for Regional 5 Board election for the 2016/2017 term.

FISCAL IMPACT

None.

DISCUSSION

ACWA Region 5 board members are elected to represent the issues, concerns, and needs of the region. The Region 5 chair and vice chair will serve on ACWA's board of directors for the next two-year term beginning January 1, 2016. Either the newly elected chair and vice chair will hold a seat on the ACWA Finance Committee.

The ballot is attached and includes the slate as recommended by the Region 5 Nominating Committee. Or, the Board could choose to vote for an individual Region 5 chair, vice chair, and three to five board members.

The ballot is to be submitted electronically by September 30th.

Attachment: ACWA Region 5 Board Ballot

BOARD ACTION: APPROVED:____ DENIED:____ POSTPONED:____ STAFF DIRECTION:____

UNANIMOUS____ LINVILL____ ZUCCA____ WARDEN____ STUEBING____ VELLA____

OFFICIAL

REGION 5 Board Ballot

2016-2017
TERM

Clear Form



Association
of California
Water Agencies
Since 1910
Leadership • Advocacy
Information • Service

Please return completed ballot
by September 30, 2015

E-mail: anat@acwa.com
Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.

2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Submit

1

Nominating Committee's Recommended Slate

☐ I concur with the Region 5 Nominating Committee's recommended slate below.

Chair:

- **David T. Hodgin**, Director, Scotts Valley Water District

Vice Chair:

- **Bill Rosen**, Director, Goleta Water District

Board Members:

- **Polly Holcombe**, Vice President, Carpinteria Valley Water District
- **Lesa R. McIntosh**, Director, East Bay Municipal Utility District
- **Anson B. Moran**, Commissioner, San Francisco Public Utilities Commission
- **Dick Quigley**, Director, Zone 7 Water Agency
- **John H. Weed**, Director, Alameda County Water District

OR

Individual Board Candidate Nominations

☐ I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

Candidates for Chair: (Choose one)

- ☐ **David T. Hodgin**, Director, Scotts Valley Water District
- ☐ **Dick Quigley**, Director, Zone 7 Water Agency
- ☐ **John H. Weed**, Director, Alameda County Water District

Candidates for Vice Chair: (Choose one)

- ☐ **David T. Hodgin**, Director, Scotts Valley Water District
- ☐ **Dick Quigley**, Director, Zone 7 Water Agency
- ☐ **Bill Rosen**, Director, Goleta Water District
- ☐ **John H. Weed**, Director, Alameda County Water District

Candidates for Board Members: (Max of 5 choices)

- ☐ **David T. Hodgin**, Director, Scotts Valley Water District
- ☐ **Polly Holcombe**, Vice President, Carpinteria Valley Water District
- ☐ **Rob Marani**, Board Member, Central Water District
- ☐ **Lesa R. McIntosh**, Director, East Bay Municipal Utility District
- ☐ **Anson B. Moran**, Commissioner, San Francisco Public Utilities Commission
- ☐ **Bill Rosen**, Director, Goleta Water District
- ☐ **Dick Quigley**, Director, Zone 7 Water Agency
- ☐ **John H. Weed**, Director, Alameda County Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE

100



TO: Board of Directors

FROM: Tammy A. Rudock
General Manager

DATE: September 24, 2015

MANAGER'S REPORT

FOLLOW-UP FROM 08/27/15 REGULAR BOARD MEETING

The Notice of Completion for the Buckland Tanks Replacement Project driveway repaving was filed in San Mateo County. The contract retention was released to the contractor.

The November 3, 2015, MPWD election was canceled by the San Mateo County Clerk Recorder's Office since there were no candidates except the two incumbents. District Counsel provided follow-up to the Board as requested.

President Linvill and I discussed the development of a procedure for distributing written communications addressed to Directors. Director Warden and I also discussed procedures for Board communications, including whether there is a need for the Communications item on the Board's monthly agenda. A policy would be good to include in the proposed Board's Bylaws so that staff has clear direction.

MEETINGS

DATE	EVENT
August 24 th	Attended coordination update meeting with Belmont city officials, along with President Linvill.
August 26 th	Participated in staff Safety/GM rap session.
August 31 st	Attended Sea Level Rise Vulnerability Assessment Technical Advisory Meeting via webcast
July 30 th	Attended lunch meeting with David Becker, CPA, and audit team and debriefed FY 2014/2015 financial audit findings and recommendations

DATE	EVENT
September 1 st	<p>Attended two safety sessions with staff: ACWA/JPIA Trenching & Excavation and PG&E Natural Gas and Electric System Safety</p> <p>Quarterly lunch meeting with District Treasurer</p>
September 2 nd	Attended Belmont Chamber Breakfast Series meeting
September 3 rd	<p>Attended BAWSCA Water Management meeting in Foster City</p> <p>Attended HIA meeting in Belmont and presented an MPWD fiscal and water conservation update along with Nicole Sandkulla of BAWSCA who presented an updated of the regional water system</p> <p>Agenda review with President Linvill</p>
September 4 th	Met with District Engineer and Operations Manager regarding capital projects

UPCOMING MEETINGS/EVENTS

BAWSCA Water Management Meeting (Foster City) – October 1, 2015

HIA Meeting (Belmont) – October 1, 2015

ACWA/JPIA Fall Conference (Indian Wells) – December 1-4, 2015



TO: Board of Directors
FROM: Candy Pina *CP*
DATE: September 24, 2015

ADMINISTRATIVE SERVICES MANAGER'S REPORT

CONFERENCES, TRAINING, & MEETINGS:

- 1) Jeanette Kalabolas: 09/01/15 – Sustainable San Mateo County Summer Indicators Launch Meeting
- 2) Misty Malczon: 09/04/15 – “CPI Compliance Updates” Webinar
- 3) Jeanette Kalabolas: 09/08/15 – BAWSCA Quarterly Water Resources Committee Meeting
- 4) Laura Ravella: 09/15/15 – “Telephone Skills for Customer Service” Webinar
- 5) Jeanette Kalabolas: 09/17/15 - CUWCC Water Loss Audit Training
- 6) Misty Malczon: 09/18/15 – Meeting with Student from Berkeley regarding current drought situation (student project)
- 7) Laura Ravella: 09/21/15 – “Communicating with Tact & Finesse” Webinar
- 8) Candy Pina: 09/21-09/23/15 – California Special Districts Association (CSDA) Conference
- 9) Jeanette Kalabolas: 09/23/15 – BAWSCA Conserve Track Webinar

FINANCIAL REPORTING:

- 1) Schedule of Cash and Investments:

SCHEDULE OF CASH AND INVESTMENTS		
CASH ACCOUNT	BALANCE @ 8/31/15	BALANCE 9/16/15
PETTY CASH	400	400
CASH DRAWER	200	200
WELLS FARGO CHECKING	\$ 72,494	\$ 211,521
LAIF	\$ 3,389,457	\$ 3,389,457
TOTAL	\$ 3,462,551	\$ 3,601,578

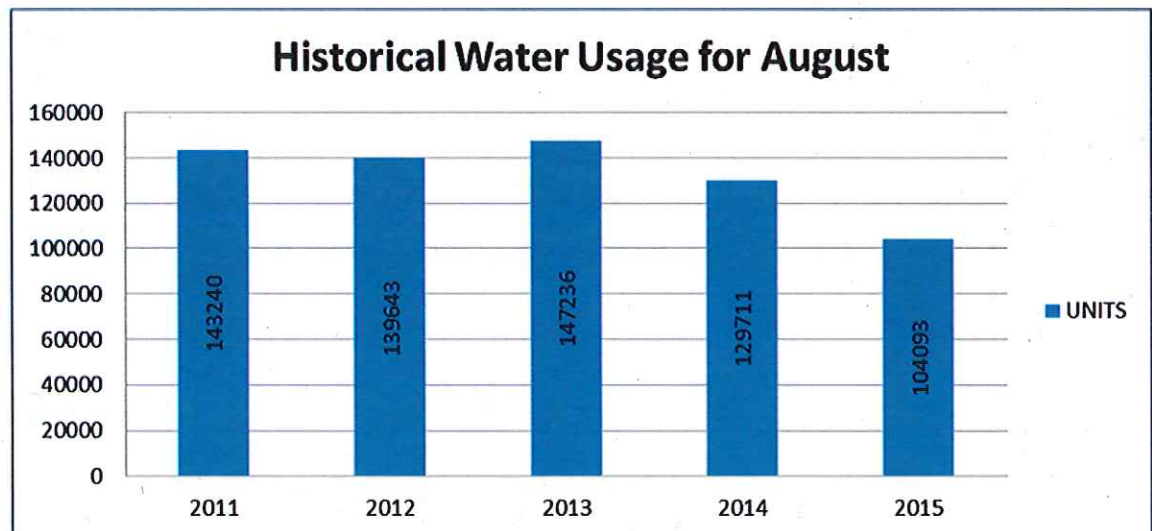
Month End Balance of PARS/OPEB for July 2015 (August 2015 report not yet received): \$455,522.90. A contribution of \$18,975, and an overall increase in Net Earnings of \$3,630.62 reported.

2) Reserve Report:

MPWD RESERVE FUNDS				
Reserve Account	Balance @ 8/31/2013	Balance @ 8/31/2014	Balance @ 8/31/2015	Budget for Reserve Policy
Capital Reserves	\$ 919,855	\$ 1,779,466	\$ 889,457	\$ 2,500,000
Emergency Reserves	\$2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Working Capital Reserves	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
TOTAL RESERVE FUNDS	\$3,419,855	\$ 4,279,466	\$ 3,389,457	\$ 5,000,000

3) Water Revenue Report:

WATER REVENUES for FISCAL YEAR 2015/2016					
Month	Total Units	Water Commodity Charges	Fixed System Charges	Total Water Revenues	Misc Rev
JUL	102,202	655,215.69	174,717.33	829,933.02	1,223.75
AUG	104,096	788,694.37	206,692.18	995,386.55	1,217.50
TOTAL	206,298	1,443,910.06	381,409.51	1,825,319.57	2,441.25



TEAM BUILDING ACTIVITIES:

We continue to celebrate birthdays. We received a Wellness Grant from ACWA/JPIA and are working with staff on how to administer the funds to encourage healthy diet and exercise habits.



TO: Board of Directors

FROM: Rene A. Ramirez, Operations Manager

A handwritten signature in blue ink, appearing to be "RM", is written over the name "Rene A. Ramirez".

DATE: September 24, 2015

OPERATIONS REPORT

Projects:

- AML: received a shipment of 99 meters (1-1/2", 2" and 3"), bringing total to 512 meters, for Zone 1 commercial/industrial customers on September 8, 2015. The meters are being paired up with transmitters and internal documentation prepared before the meters are installed. Installation of these meters to take place during the upcoming months;
- SCADA Master Plan has been completed. Staff discussing next steps based on Master Plan and funding allocation for this fiscal year;
- With the Board approving the improvements to the phone system, staff is coordinating the improvements with the contractor. The first step will require verification of compatibility with the existing equipment by the outside contractors requiring telephone lines supplied by the District (security and monitoring); and
- Met with District Engineer and Staff to discuss the size and scope of potential capital projects following information derived from the model. A 5-year CIP will be developed for the Board to consider over next few months.

Maintenance:

- Worked with San Mateo County on Backflow non-compliance issues within Belmont. At the beginning of this quarter a list of 32 non-compliant addresses were provided to District staff. We contacted the property owners and only two remain to show proof of the required test results;
- During August responded to and completed 158 USA (underground service alerts) requests to identify our infrastructure;
- During August staff exercised 107 water system valves in Zone 8, bringing the total to 209 valves exercised this fiscal year;
- Four (4) fire hydrants with leaking stems were repaired, their street markers replaced;
- Shut off power to all tank and pump station sites to test the back-up battery power and telemetry communication. Batteries were found deficient and were

replaced at the Dekoven and Hallmark Pump Stations and the Belmont, Woods and San Juan Regulator Stations;

- Rebuilt the Hersom, Hallmark and West Belmont Regulator Stations and adjusted speed control on the regulating valves. Finished work by flow testing each rebuilt station;
- From SCADA alarm, we were able to troubleshoot an air leak on the Dekoven Hydro-pneumatic Tank and carryout a repair;
- Grabbed 44 water samples for bacteriological testing – the sample from Sample Station 2 (SS2) came back with the “presence” of coliform bacteria. While coliforms are not harmful to humans, their presence suggests the potential for contamination. The good news - the same sample was “absent” of E.coli bacteria, which would have indicated contamination of the water supply. Following the DDW’s protocol, we resampled SS2 and two other sites upstream and downstream of SS2. All follow-up results were absent of coliform and E. coli. During this time, we were in communication with the DDW as a matter of practice;
- We also monitored dead-ends for disinfectant residual, and where needed, we flowed water into landscapes, street sweepers or sewer flushing trucks versus monitoring for discharge into the storm water systems to improve water quality; and
- Staff continues monitoring for signs of nitrification within our tanks – the new pumping protocol that more routinely “pumps-up” fresh water to all tanks during off-peak hours and then “flows-down” this water throughout the day in an attempt to keep our water as fresh as possible seems to be working well.

System Repairs;

Location	Event	Material	Installation Date	Estimated Water Loss (Gals.)
2804 Newlands	Service Leak	Copper	1974	50
305 Middle Road	Main Break - Ring	CIP	1940	12,700
2876 Wakefield	Main Break – Ring	ACP	1972	9,000
380 Industrial	Main Break – Corrosion	Wrapped Steel	1957	29,000
1540 Altura	Main Break – Split	CIP	1954	2,500
2884 Wakefield	Main Break – Ring	ACP	1972	36,000

Development:

- Staff is currently working with developers on five (5) development projects located at:
 - o 576-600 El Camino Real - a residential living project
 - o 1401 Shoreway Road – a hotel building
 - o 1201 Shoreway Road – a hotel building
 - o 360-380 Industrial Road – a commercial building
 - o 2177 Carlmont Avenue – a residential living project

Administration:

- Conducted two Operations staff meetings during month;
- Participated in the National Night Out event along with other District staff members;
- Attended the Chamber of Commerce forum on Community Choice Energy;
- Attended the monthly BAWSCA meeting in Foster City;
- Worked hand-in-hand with Operations staff and cleaned up the shop area;
- Attended the General Manager RAP session;
- Travelled to and met at the District Engineer's office to discuss several topics;
- Participated in a wrap-up discussion of the System Modeling and CIP;
- Met with our PG&E Account Representative to review our rate tariffs and discuss opportunities to manage power use especially on our two large power consuming sites at Tunnels and Hannibal Pump Stations;
- Asked our PG&E Account Representative to look into District's final cost to move power facilities during the Buckland Tank Project – we are anticipating a refund of some \$25,000;
- We have talking to Crown Castle Corporation, as the representative for T-Mobile, on two potential projects on cellular phone service towers on District property under agreement, no news to report other than the conversation;
- Stayed in contact with the DDW during the resample procedures following a water sample at SS2 returning with a positive coliform result from lab. The resampling protocol which requires not only sampling the same site again but two more sites upstream and downstream of the original site within 24 hours of the test results came back with good news. The other good news was that system disinfectant levels did not drop. If they had, it could have been an indication of potential contamination. While we do not know what caused the "presence" of coliform at SS2 because the follow-up sample was normal, a bad sample bottle, a mistake during the sampling process, or a potential mistake at the laboratory all could have resulted in the presence of coliform. All other water samples since have been absent of coliform; and
- Continue working with Operations staff to develop Standard Operating Procedures (SOP) for operating and maintenance our water system.

**MID-PENINSULA WATER DISTRICT
BUDGET FOR YEAR 2015-2016
SUMMARY**

DESCRIPTION	APPROVED FY 2015-2016 BUDGET \$	ACTUAL 7/1/15 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 17.0%
				Y-T-D % OF BUDGET
OPERATING REVENUE				
WATER COMMODITY CHARGES	8,400,000	1,442,988	6,957,012	17.2%
FIXED SYSTEM CHARGES	2,443,780	384,467	2,059,313	15.7%
FIRE SERVICE CHARGES	14,400	2,441	11,959	17.0%
METER CHARGES	10,000	-	10,000	NA
SERVICE LINE & INSTALLATION CHARGES	25,000	-	25,000	NA
WATER SYSTEM CAPACITY CHARGES	200,000	-	200,000	NA
WATER DEMAND OFFSET CHARGES	10,000	-	10,000	NA
TEMP CONSTRUCTION CONNECTION CHARGES	10,000	-	10,000	NA
MISCELLANEOUS CHARGES	10,000	-	10,000	NA
INTEREST REVENUE - LAIF	10,000	1,945	8,055	19.4%
LEASE OF PHYSICAL PROPERTY	245,140	25,370	219,770	10.3%
PROPERTY TAX REVENUE	245,000	3,935	241,065	1.6%
TOTAL OPERATING REVENUE	11,623,320	1,861,146	9,762,174	16.0%
OPERATING EXPENDITURES				
SALARIES & WAGES	1,653,300	241,855	1,411,445	14.6%
PAYROLL TAXES & BENEFITS	1,141,017	162,302	978,715	14.2%
PURCHASED WATER	5,062,000	869,964	4,192,036	17.2%
CUSTOMER CREDIT CARD SERVICE FEES	114,638	18,459	96,179	16.1%
OUTREACH & EDUCATION	130,000	30,089	99,911	23.1%
M&R - OPS SYSTEM	364,215	33,672	330,543	9.2%
M&R - FACILITIES & EQUIPMENT	123,600	10,602	112,998	8.6%
MAJOR MAINTENANCE	32,000	700	31,300	2.2%
OFFICE SUPPLIES & EQUIPMENT	207,486	31,368	176,118	15.1%
MEMBERSHIP & GOV FEES	173,900	22,071	151,829	12.7%
BAD DEBT & CLAIMS	37,000	4,096	32,904	11.1%
UTILITIES	340,334	56,851	283,483	16.7%
PROFESSIONAL SERVICES	568,567	98,744	469,823	17.4%
TRAINING/TRAVEL & RECRUITMENT	54,140	4,614	49,526	8.5%
RESTRICTED EARNINGS	(10,000)	(1,945)	(8,055)	19.4%
RESERVES	61,123	-	61,123	NA
DEPRECIATION	870,000	158,136	711,864	18.2%
TOTAL OPERATING EXPENDITURES	10,923,320	1,741,579	9,181,741	15.9%
OPERATING REVENUE LESS EXPENDITURES	700,000	119,567	580,433	17.1%
NET TRANSFERS TO CAPITAL	(700,000)	(119,567)	(580,433)	17.1%
NET RESULTS OF OPERATIONS	-	-	-	

MID-PENINSULA WATER DISTRICT
OPERATIONS BUDGET FOR YEAR 2015-2016
DETAILED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 17.0%
					Y-T-D % OF BUDGET
4010	WATER COMMODITY CHARGES	8,400,000	1,442,988	6,957,012	17.2%
4020	FIXED SYSTEM CHARGES (A)	2,443,780	384,467	2,059,313	15.7%
4030	FIRE SERVICE CHARGES (A)	14,400	2,441	11,959	17.0%
4040	METER CHARGES	10,000	-	10,000	NA
4050	SERVICE LINE & INSTALLATION CHARGES	25,000			NA
4060	WATER SYSTEM CAPACITY CHARGES	200,000			NA
4070	WATER DEMAND OFFSET CHARGES	10,000			NA
4080	TEMPORARY CONSTRUCTION CONNECTION CHARGES	10,000			NA
4090	MISCELLANEOUS CHARGES	10,000			NA
4000	TOTAL WATER AND FEE CHARGES	11,123,180	1,829,896	9,038,284	16.5%
4102	Interest Revenue- LAIF	10,000	1,945	8,055	19.4%
4100	INTEREST REVENUE	10,000	1,945	8,055	19.4%
4201	Lease of Physical Property	245,140	25,370	219,770	10.3%
4202	Property Tax Revenue	245,000	3,935	241,065	1.6%
4200	OTHER REVENUE	490,140	29,305	460,835	6.0%
4000	TOTAL OPERATING REVENUE	11,623,320	1,861,146	9,507,174	16.0%
6011	Salaries & Wages	1,546,900	228,022	1,318,878	14.7%
6012	Director Compensation	11,000	1,100	9,900	10.0%
6017	Capital Salaries & Wages	-	1,974	(1,974)	N/A
6010	GROSS REGULAR WAGES	1,557,900	231,096	1,326,804	14.8%
6017	CAPITAL SALARY & WAGES reversed	-	(1,974)	1,974	N/A
6021	Overtime Labor	58,300	7,128	51,172	12.2%
6022	Standby Labor	37,100	5,605	31,495	15.1%
6020	SUB-TOTAL SALARY & WAGES	1,653,300	241,855	1,411,445	14.6%
6031	FICA/Medicare PR Tax	126,477	17,225	109,252	13.6%
6038	ACWA Health Care	310,272	48,148	262,124	15.5%
6039	ACWA Dental	29,991	4,416	25,575	14.7%
6040	ACWA Vision	4,223	703	3,520	16.6%
6041	ACWA Life/AD&D	4,035	632	3,403	15.7%
6042	Standard LDL/SDL Disability	9,953	1,523	8,430	15.3%
6043	Workers' Comp Insurance	48,000	6,576	41,424	13.7%

MID-PENINSULA WATER DISTRICT
OPERATIONS BUDGET FOR YEAR 2015-2016
DETAILED

Target YTD %
17.0%

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	APPROVED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Y-T-D % OF BUDGET
6044	Unemployment	1,000	-	1,000	NA
6045	CALPERS Retirement - ER 2%@55	250,706	34,285	216,421	13.7%
6054	CAPITAL PAYROLL TAXES & BENEFITS	-	847	(847)	N/A
6046	Retirees' ACWA Health Care	54,400	9,483	44,917	17.4%
6047	Directors' ACWA Health Care	105,060	16,947	88,113	16.1%
6049	Medical Reimbursement	2,500	86	2,414	3.4%
6050	Employee Service Recognition	3,000	283	2,717	9.4%
6051	Safety Incentive Program	7,200	1,200	6,000	16.7%
6052	Uniforms (B)	24,000	8,145	15,855	33.9%
6053	PARS OPEB Expense	160,200	12,650	147,550	7.9%
6030	SUB-TOTAL PAYROLL TAXES & BENEFITS	1,141,017	163,149	977,868	14.3%
6054	CAPITAL PAYROLL TAXES & BENEFITS	-	(847)	847	N/A
6000	PERSONNEL COSTS	2,794,317	404,156	2,390,161	14.5%
6101	SFPUC Treated Water	4,600,000	780,044	3,819,956	17.0%
6102	BAWSCA (Debt Service Surcharges)	462,000	76,876	385,124	16.6%
6103	Rates Stabilization	-	-	-	NA
6104	SFPUC Water Service Charge	-	13,044	(13,044)	N/A
6100	PURCHASED WATER	5,062,000	869,964	4,192,036	17.2%
6201	Customer Credit Card Service Fees	114,638	18,459	96,179	16.1%
6200	CUSTOMER CREDIT CARD SVS FEES	114,638	18,459	96,179	16.1%
6301	Water Conservation Program	25,000	2,150	22,850	8.6%
6302	School Conservation Program	15,000	1,877	13,123	12.5%
6303	Public Outreach & Education	40,000	-	40,000	NA
6305	HET Rebates (C)	10,000	7,848	2,152	78.5%
6306	Washing Machine Rebates (D)	15,000	17,298	(2,298)	115.3%
6307	Lawn-Be-Gone Rebates	20,000	2,656	17,344	13.3%
6308	Rain Barrel Rebates	5,000	(1,740)	6,740	-34.8%
6304	TOTAL WATER CONSERVATION REBATES	50,000	26,062	23,938	52.1%
6300	OUTREACH/EDUCATION	130,000	30,089	99,911	23.1%
6401	Water Quality	65,000	9,325	55,675	14.3%
6402	Pumping	25,750	3,208	22,542	12.5%
6403	Storage Tanks	5,150	-	5,150	NA
6404	Mains/Distribution	154,500	12,639	141,861	8.2%
6405	Meters & Service	77,250	2,080	75,170	2.7%
6406	Fire Hydrants	15,965	-	15,965	NA
6407	Regulator Stations (E)	10,300	5,558	4,742	54.0%
6408	Safety	10,300	862	9,438	8.4%
6400	M&R - OPS SYSTEMS	364,215	33,672	330,543	9.2%

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MID-PENINSULA WATER DISTRICT
OPERATIONS BUDGET FOR YEAR 2015-2016
DETAILED

		APPROVED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 17.0%
ACCOUNT NUMBER	ACCOUNT DESCRIPTION				Y-T-D % OF BUDGET
6501	M&R-Buildings&Grounds	61,800	4,685	57,115	7.6%
6502	M&R- Equipment&Tools	20,600	1,712	18,888	8.3%
6503	M&R- Vehicles & Large Equipment	10,300	604	9,696	5.9%
6504	M&R - Fuel	30,900	3,602	27,298	11.7%
6500	M&R - FACILITIES & EQUIPMENT	123,600	10,602	112,998	8.6%
6601	Cathodic Protection Survey	-	700	(700)	NA
6602	Leak Detection Survey	32,000	-	32,000	NA
6600	MAJOR MAINTENANCE	32,000	700	31,300	2.2%
6701	Office Supplies (F)	10,300	3,669	6,631	35.6%
6702	Insurance- Liability/Vehicles	85,000	8,399	76,601	9.9%
6703	Bank Service Fees	546	-	546	NA
6704	Postage	5,150	49	5,101	0.9%
6705	Printing/Printing Supplies	24,710	2,474	22,236	10.0%
6706	Equipment Services/Maintenance	55,000	15,618	39,383	28.4%
6707	Computer Supplies & Upgrades	11,330	174	11,156	1.5%
6708	Security & Safety	15,450	985	14,465	6.4%
6709	Other Fees	-	-	-	NA
6700	OFFICE SUPPLIES & EQUIP	207,486	31,368	176,118	15.1%
6801	Dues & Publications	41,200	5,883	35,317	14.3%
6802	Gov't Fees & Licenses	30,000	370	29,630	1.2%
6803	BAWSCA Membership Assessments	61,800	11,218	50,582	18.2%
6804	Env Health - Cross Connection Inspection	30,900	4,600	26,300	14.9%
6805	Software License	10,000	-	10,000	NA
6800	MEMBERSHIP & GOV FEES	173,900	22,071	151,829	12.7%
6901	Bad Debt	7,000	109	6,891	1.6%
6902	Claims	30,000	3,987	26,013	13.3%
6900	BAD DEBT & CLAIMS	37,000	4,096	32,904	11.1%
7001	Utilities-Internet/Cable (G)	4,244	1,144	3,100	26.9%
7002	Utilities-Cellular Telephones	14,853	1,695	13,158	11.4%
7003	Utilities-Electric-Pumping	275,834	46,253	229,581	16.8%
7004	Utilities-Electric-Bldgs&Grounds	24,401	4,354	20,048	17.8%
7005	Utilities-Telephones	13,792	2,326	11,466	16.9%
7006	Utilities-Sewer - NPDES	7,210	1,081	6,129	15.0%
7000	UTILITIES	340,334	56,851	283,483	16.7%
7101	Prof Serv - District Counsel	106,000	20,278	85,722	19.1%
7102	Prof Serv - District Engineer (H)	100,000	29,968	70,032	30.0%
7103	Prof Serv - IT	25,194	4,215	20,979	16.7%
7104	Prof Serv- Annual Finance Audit (I)	20,000	13,000	7,000	65.0%
7105	Prof Serv - Mngmt Consult	-	-	-	NA
7106	Prof Serv- Accounting & Payroll	17,510	2,434	15,076	13.9%

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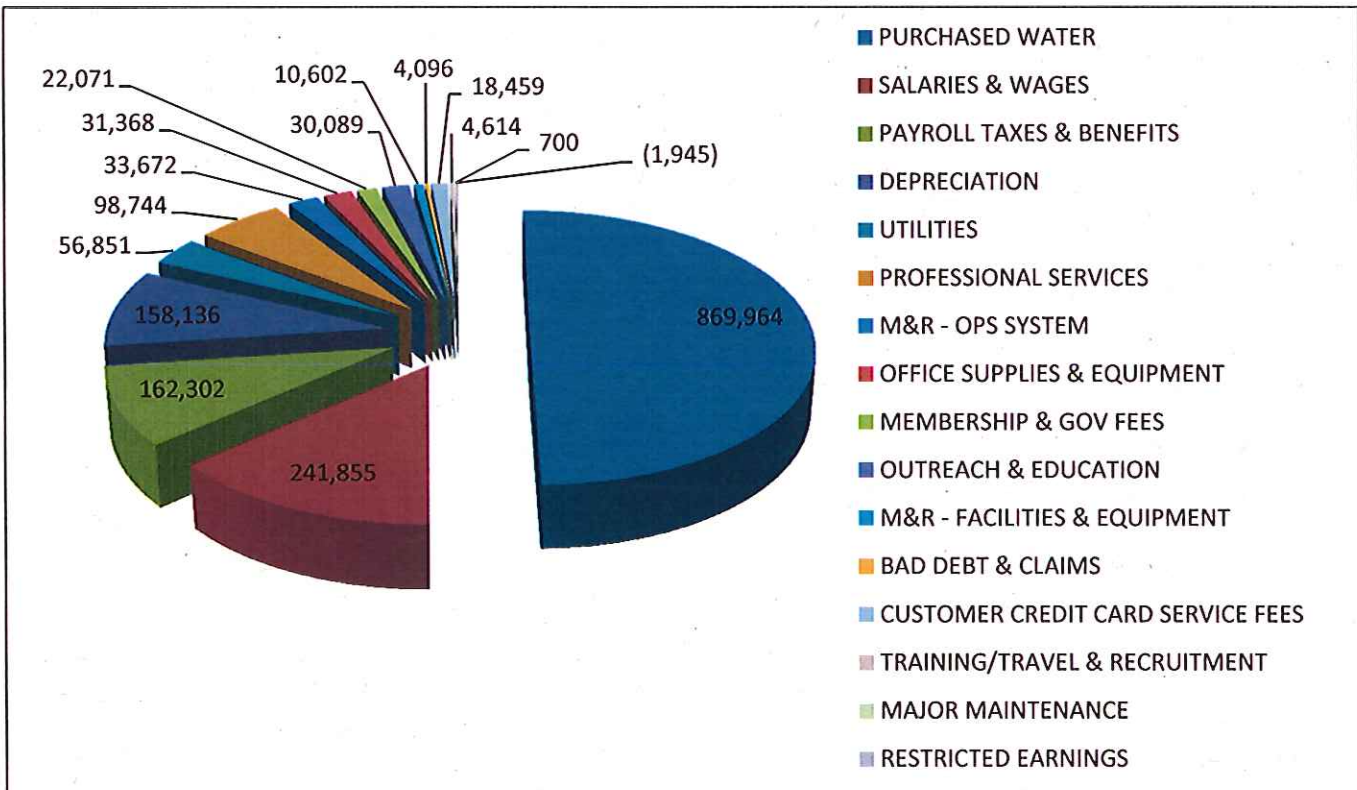
MID-PENINSULA WATER DISTRICT
OPERATIONS BUDGET FOR YEAR 2015-2016
DETAILED

		APPROVED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 17.0%
ACCOUNT NUMBER	ACCOUNT DESCRIPTION				Y-T-D % OF BUDGET
7107	Prof Serv- Customer Billing (J)	70,040	17,235	52,805	24.6%
7109	Prof Serv - Answering Svs	4,223	-	4,223	NA
7110	Prof Serv - Miscellaneous	222,000	11,014	210,986	5.0%
7111	Prof Serv - District Treasurer	3,600	600	3,000	16.7%
7100	PROFESSIONAL SERVICES	568,567	98,744	469,823	17.4%
7201	Director Travel	6,180	-	6,180	NA
7202	Director Expense	2,060	-	2,060	NA
7203	Elections	15,000	-	15,000	NA
7204	Employee Travel/Training	25,750	4,088	21,662	15.9%
7205	Meetings Expense	5,150	526	4,624	10.2%
7200	TRAINING & TRAVEL	54,140	4,614	49,526	8.5%
7302	Restricted Earnings Expense - Interest LAIF	(10,000)	(1,945)	(8,055)	19.4%
7300	RESTRICTED EARNINGS EXPENSE	(10,000)	(1,945)	(8,055)	19.4%
8001	Working Reserves: Capital	-	-	-	NA
8002	Working Reserves: Operating	61,123	-	61,123	NA
8000	RESERVES	61,123	-	61,123	NA
9010	DEPRECIATION	870,000	158,136	711,864	18.2%
SUB-TOTAL - OPERATING EXPENSES		8,129,003	1,337,423	6,791,580	16.5%
TOTAL OPERATING EXPENSES		10,923,320	1,741,579	9,181,741	15.9%
NET OPERATING SURPLUS/(LOSS)					
TRANSFER TO CAPITAL		700,000	119,567	580,433	17.1%
			0		

- (A) Billing Carryover.
- (B) Annual work boots purchased for Operations staff \$2,215
- (C) High Efficiency Toilet Rebate Program excess participation
- (D) Washing Machine Rebate Program excess participation
- (E) Miscellaneous Regulator Parts purchased \$5,115
- (F) FY 2014/2015 expenses included
- (G) FY 2014/2015 Comcast expenses included
- (H) Distribution System Analysis totaled \$13,363
- (I) Audit almost finalized in September and will be presented at the October 2015 Board Meeting.
- (J) 2014 Customer Confidence Reports (CCR) mailed

MID-PENINSULA WATER DISTRICT
ACTUAL OPERATING EXPENDITURES SUMMARY
08/31/15

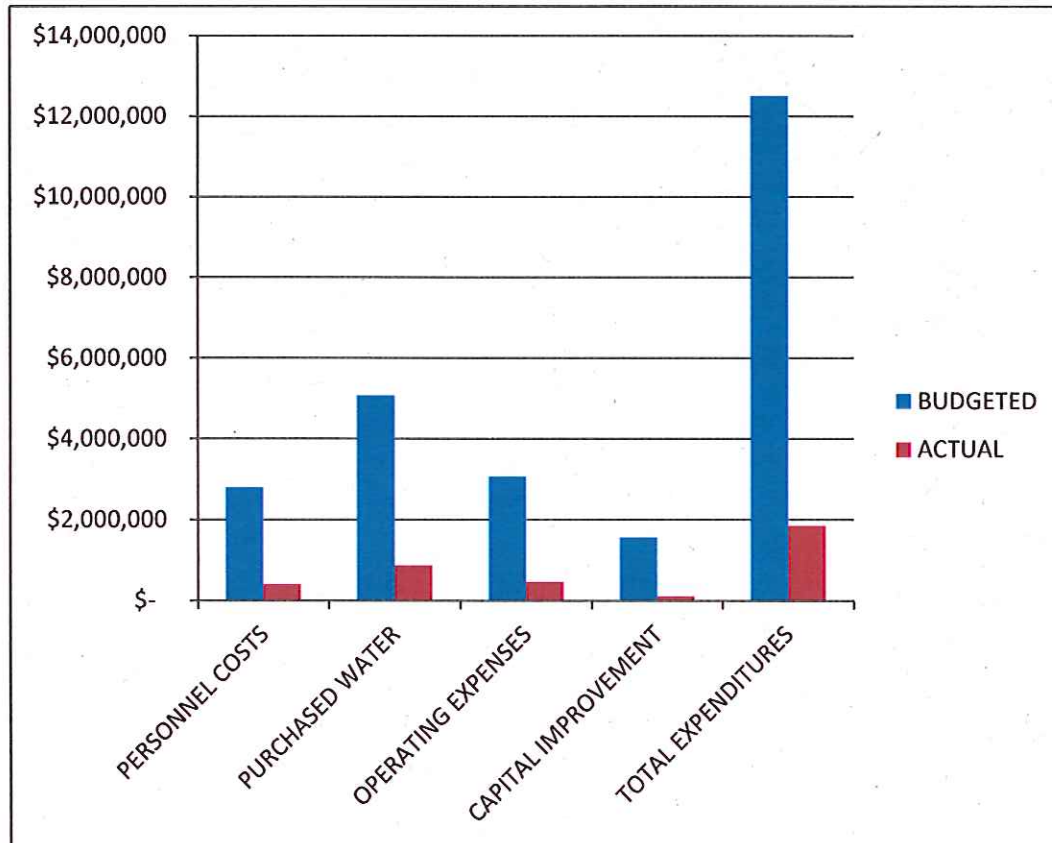
OPERATING EXPENDITURES	ACTUAL \$	% OF TOTAL
PURCHASED WATER	869,964	50.0%
SALARIES & WAGES	241,855	13.9%
PAYROLL TAXES & BENEFITS	162,302	9.3%
DEPRECIATION	158,136	9.1%
UTILITIES	56,851	3.3%
PROFESSIONAL SERVICES	98,744	5.7%
M&R - OPS SYSTEM	33,672	1.9%
OFFICE SUPPLIES & EQUIPMENT	31,368	1.8%
MEMBERSHIP & GOV FEES	22,071	1.3%
OUTREACH & EDUCATION	30,089	1.7%
M&R - FACILITIES & EQUIPMENT	10,602	0.6%
BAD DEBT & CLAIMS	4,096	0.2%
CUSTOMER CREDIT CARD SERVICE FEES	18,459	1.1%
TRAINING/TRAVEL & RECRUITMENT	4,614	0.3%
MAJOR MAINTENANCE	700	0.0%
RESTRICTED EARNINGS	(1,945)	-0.1%
TOTAL OPERATING EXPENDITURES	1,741,579	100%



**MID-PENINSULA WATER DISTRICT
PROPOSED AMENDED BUDGET FOR FY 2015-2016
CAPITAL OUTLAY/CAPITAL PROJECTS**

DESCRIPTION	APPROVED AMENDED FY 2015-2016 BUDGET \$	ACTUAL 7/1/2015 08/31/15	REMAINING BALANCE/ (OVER BUDGET)	Target YTD % 17.0%	
				Y-T-D	% OF BUDGET
CAPITAL IMPROVEMENTS - WORK IN PROCESS (WIP)					
AMI Meter Change Out Program	400,000	27,068	372,932	6.8%	
Karen Road Water Main Replacement - CIP	100,000	-	100,000	0.0%	
Hallmark Tank Structural and Seismic Retrofit - CIP	55,000	-	55,000	0.0%	
Dekoven Tanks Structural and Seismic Retrofit - CIP	55,000	-	55,000	0.0%	
Folger Pump Station Demolition - CIP	50,000	-	50,000	0.0%	
Buckland Tank Replacement Project - CIP	46,000	45,000	1,000	97.8%	
Alameda de las Pulgas Water Main Replacement Project - CIP	30,000	15,951	14,049	53.2%	
CAPITAL IMPROVEMENTS - WIP TOTAL	736,000	88,019	647,981	12.0%	
CAPITAL OUTLAY					
SCADA Replacement Project	171,000	1,597	169,403	0.9%	
Financial Management System (FMS) - Comprehensive Replacement	145,000	-	145,000	0.0%	
Fleet Replacement: Four pickup trucks	125,000	-	125,000	0.0%	
Dairy Lane Wiring/Cabling	40,000	-	40,000	0.0%	
Replacement Printer/Copier/Scanner	25,000	21,294	3,706	85.2%	
Miscellaneous Capital Outlay/Projects	50,000	-	50,000	0.0%	
CAPITAL OUTLAY TOTAL	556,000	22,891	533,109	4.1%	
CAPITAL IMPROVEMENTS & CAPITAL OUTLAY TOTAL	1,292,000	110,909	1,181,091	8.6%	
DEPRECIATION	870,000	158,136	711,864	18.2%	
TRANSFER FROM OPS	700,000	119,567	580,433	17.1%	
TRANSFER (TO)/FROM CAPITAL RESERVES	(278,000)	(166,793)	(111,207)	60.0%	
CAPITAL OUTLAY/CAPITAL PROJECTS	(1,292,000)	(110,909)	(1,181,091)	8.6%	
NET RESULTS OF CAPITAL	-	-	-	N/A	

2014/2015 BUDGET vs ACTUAL TOTAL EXPENDITURES 08/31/15



TOTAL EXPENDITURES
PERSONNEL COSTS
PURCHASED WATER
OPERATING EXPENSES
CAPITAL IMPROVEMENT
TOTAL EXPENDITURES

BUDGETED	ACTUAL	% OF TOTAL	% OF TOTAL
\$ 2,794,317	\$ 404,156	22%	22%
\$ 5,062,000	\$ 869,964	41%	47%
\$ 3,067,003	\$ 467,458	25%	25%
\$ 1,570,000	\$ 110,909	13%	6%
\$ 12,493,320	\$ 1,852,489	100%	100%

**MID-PENINSULA WATER DISTRICT
PREVIOUS YEAR COMPARISON**

	Jul - Aug 15	Jul - Aug 14	\$ Change	% Change
Ordinary Income/Expense				
Income				
4000 · OPERATING REVENUE	1,829,896.14	1,953,204.42	-123,308.28	-6.3%
4100 · INTEREST INCOME	1,944.76	1,752.33	192.43	11.0%
4200 · OTHER INCOME	29,305.18	43,028.96	-13,723.78	-31.9%
Total Income	1,861,146.08	1,997,985.71	-136,839.63	-6.8%
Cost of Goods Sold	0.00	0.00	0.00	0.0%
5000 · Cost of Goods Sold	0.00	0.00	0.00	0.0%
Total COGS	0.00	0.00	0.00	0.0%
Gross Profit	1,861,146.08	1,997,985.71	-136,839.63	-6.8%
Expense				
6000 · PERSONNEL COSTS	404,156.38	334,018.39	70,137.99	21.0%
6100 · PURCHASED WATER	869,964.27	876,433.01	-6,468.74	-0.7%
6200 · CUSTOMER CREDIT CARD SVS FEES	18,459.37	14,735.53	3,723.84	25.3%
6300 · OUTREACH/EDUCATION	30,088.97	4,046.20	26,042.77	643.6%
6400 · M&R - OPS SYSTEMS	33,672.24	61,903.19	-28,230.95	-45.6%
6500 · M&R - FACILITIES & EQUIPMENT	10,602.42	21,865.74	-11,263.32	-51.5%
6600 · MAJOR MAINTENANCE	700.00	0.00	700.00	100.0%
6700 · OFFICE SUPPLIES & EQUIPMENT	31,367.59	36,121.87	-4,754.28	-13.2%
6800 · MEMBERSHIP & GOV FEES	22,070.94	19,217.03	2,853.91	14.9%
6900 · BAD DEBT & CLAIMS	4,096.48	7,012.44	-2,915.96	-41.6%
7000 · UTILITIES	56,851.20	63,619.37	-6,768.17	-10.6%
7100 · PROFESSIONAL SERVICES	98,744.19	56,738.84	42,005.35	74.0%
7200 · TRAINING & TRAVEL	4,614.17	2,334.13	2,280.04	97.7%
Total Expense	1,585,388.22	1,498,045.74	87,342.48	5.8%
Net Ordinary Income	275,757.86	499,939.97	-224,182.11	-44.8%
Other Income/Expense				
Other Expense				
9000 · OTHER EXPENSE	158,135.68	138,660.55	19,475.13	14.0%
Total Other Expense	158,135.68	138,660.55	19,475.13	14.0%
7302 - RESTRICTED EARNINGS EXPENSE - INTEREST LAIF	-1,944.76	-1,752.33	-192.43	-11.0%
Total Restricted Earnings Expense	-1,944.76	-1,752.33	-192.43	-11.0%
Net Operating Surplus/(Loss)	119,566.94	363,031.75	-243,464.81	-67.1%