

ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

Addendum 1

1. Purpose

This Addendum 1 to the Municipal Advisory Agreement dated November 6, 2017 between the Mid-Peninsula Water District (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

2. Services

2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

Review and Advise on rewriting existing Debt Management Policy to provide guidance in the issuance and management of debt by the Client. The review will focus on assisting the Client in developing a policy that is intended to comply with Government Code Section 8855 (i), which became effective on January 1, 2017.

Municipal Advisor agrees to perform the following Services, as appropriate, for the Client during the term of this Addendum 1.

- a) Attendance at public meetings of Client at which matters relating to the Services are considered, except routine matters, including informational and educational meetings with the public;
- b) Attendance at Client's staff meetings, or meeting with members of the public on matters relating to the Services, upon the request of the Client after reasonable notice;
- c) Work with members of the public, other public agencies, Client's staff, and Council members to learn, discuss and respond to matters relating to the Services; and to develop and coordinate recommendations acceptable to interested parties, Client, and its consultants;
- d) Telephone consultation with staff members to answer questions about the project and related matters;

2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

3. Termination

The provisions of this Addendum 1 shall terminate and thereafter be null and void upon the completion of the services relating to the Debt Management Policy, or on the date specified in the Agreement, whichever occurs first. This Addendum 1 may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 1, Municipal Advisor shall be paid as follows:

Municipal Advisor's compensation in connection with this engagement shall not exceed \$2,500. This fee will be paid by Client upon submission of an invoice by Advisor for the services described above for payment.

5. Conflicts of Interest

None

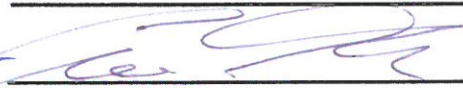
Approved:
Mid-Peninsula Water District



Tammy Rudack, General Manager
Print Name and Title

Date: 11/3/17

Approved:
Wulff, Hansen & Co.


Chris Charles, President

Date: 11-2-2017