



CONTRACT PURCHASE ORDER		
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54981	0	1 of 3
Order Date	Buyer	
23-JUL-10	DENISE RAY	
Revision Date	Buyer	

VENDOR:
MARTINO GRAPHIC DESIGN
 1300 TENTH STREET
 SUITE "F"
 MODESTO, CA 95354

SHIP TO:
 1231 Eleventh Street
 Modesto, CA 95354
 United States

BILL TO:
 1231 Eleventh Street
 Modesto, CA 95354
 United States

MID CUSTOMER NUMBER	VENDOR NO.	FREIGHT TERMS	FOB	SHIP VIA
	549000	Paid	Destination	UPS GROUND
CONFIRM TO / TELEPHONE		REQUESTOR	PAYMENT TERMS	
MARIAN MARTINO (209) 579-2165			NET 30	
DESCRIPTION				

Effective from 19-JUL-10 thru 31-DEC-11

This Contract Purchase Order is issued to provide professional services to Refocus and Enhance Public Education and Information Services per Board Resolution No. 2010-35.

Not-to-Exceed \$450,000.00 plus costs and expenses.

Your contact to schedule the services and approve the invoices is Joy Warren, Regulatory Administrator, who can be contacted by phone at (209) 526-7389.

Insurance certificates are on file in the Purchasing Department.

TERMS AND CONDITIONS

THIS ORDER IS GIVEN UNDER THE FOLLOWING CONDITIONS AND THE ACCEPTANCE OF THIS ORDER CONSTITUTES AN ACCEPTANCE OF THE CONDITIONS

- CHANGES** - The District reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated in this contract where the items to be furnished are to be specially manufactured for the District; (b) methods of shipment of packing; (c) place or delivery, and (d) time of delivery. If any such change causes an increase or decrease in the cost of or time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on the District unless evidenced by a Purchase Order Change Order issued and signed by the District.
- ACCEPTANCE AND INSPECTIONS** - All items, regardless of f.o.b. point, are subject to inspection and acceptance at destination and the District reserves the right to reject all items not conforming to drawings and/or specifications.
- SAFETY ORDERS** - The articles of products covered by this order must conform with the safety orders of the State of California, Division of Industrial Safety and with all federal, state and local laws of ordinance.
- PAYMENTS** - Payments shall be made upon submission of itemized invoices at the prices stipulated herein for supplies delivered and accepted or services rendered and accepted less deductions, if any, as herein provided. Payment for partial deliveries may be made whenever amounts due so warrant or when requested by the Seller and approved by the Purchasing Department.
- TERMS** - Discount terms named are based upon the assumption that invoices will be in our hands within three (3) days from date of shipment, discounts shall be calculated from either the date the invoice is received or the date the material is received whichever is later. The terms on the face of this order or the terms on the invoice, whichever is most beneficial to the District, shall apply.
- MARKING OF PACKAGES** - Unless otherwise specified herein, Seller shall properly mark each package with the District's Purchase Order number. Purchase Order numbers shall be shown on packing slips, bills of lading and invoices. Gross, net and tare weights shall be shown on all cable reels, returnable and non-returnable.
- PACKING SLIPS** - One copy of your packing slip must accompany each shipment.
- NOTICE OF CHANGES IN SHIPPING SCHEDULES** - Seller agrees to notify the District when unable to ship on date specified on this order.
- WRITTEN MODIFICATION** - No agreement or other understanding in any way modifying the conditions of this contract will be binding upon the parties hereto unless made in writing and signed by an authorized representative of the District on a Purchase Order Change Order form.
- WARRANTY** - Seller expressly warrants that all the material and work covered by the order will conform to the specifications, drawings, samples or other description furnished or specified by the District and will be merchantable, of good material and workmanship and free of defects. Seller expressly warrants that all the material covered by the order which is the product of Seller or is in accordance with Seller's specifications will be fit and sufficient for the purpose intended.
- SELLER AGREES:**
 (a) Not to assign or sublet any portion of this order without authority from the District.

E-MAILED
 DR 8/4/10



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- (b) To make a separate invoice for each order and shipment.
 (c) To mail invoice with Bill of Lading on day of shipment "Attention Accounts Payable". The District encourages electronic invoicing, Accounts Payable's e-mail is accounting@mid.org.
12. CHARGES for cable reels, drums and other containers must be separately shown on invoice.
13. PACKING OR DRAYAGE expense must be authorized in advance.
14. SHOW ANY SALES TAX, USE TAX, shipping, or handling charge as separate items, giving permit number authorizing collection of Use Tax. Deduct cash discount before computing Sales or Use Tax. Wherein District takes title upon delivery to carrier, freight must be deducted before applying Sales Tax.
15. MODESTO IRRIGATION DISTRICT, a local governmental entity of the State of California, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. Exemption certificate furnished upon request. The District pays California State Sales Tax.
16. BY ACCEPTING THIS ORDER, Seller represents that Seller will comply with all federal, state and other governmental taxes and regulations imposed upon the Seller with respect to the merchandise furnished hereunder. The Seller stipulates that prices charged on this order are not above ceiling prices established under federal regulations.
17. SELLER SHALL INDEMNIFY AND SAVE HARMLESS the District from and against all costs, damages and expenses incurred by the District in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the articles or equipment furnished hereunder.
18. MERCHANDISE DELIVERED:
 (a) F.O.B. MID's Warehouse or as specified on the face of this document: Title to merchandise herein described to pass to the District upon receipt of such material by the District.
 (b) F.O.B. Point of Shipment: Title to the material herein described passing to the District upon delivery of such material by shipper to the carrier.
 (c) F.O.B. Point of Shipment with Freight Allowed to Destination: Title to the material herein described passing to the MID upon delivery of such material by shipper to the carrier.
19. THIS FORM WHEN PROPERLY SIGNED BY THE DISTRICT and bearing an order number, is the only authorization which will be recognized by the District for charges to its account.
20. UNLESS OTHERWISE EXPRESSLY PROVIDED on this Purchase Order, except sales tax, all other taxes, duties, tolls, fees, impost charges or other governmental exactions shall be deemed included in the purchase price of the goods, and the District shall have no liability to pay Seller any amount in excess of the purchase price specified herein.
21. IN PLACING THIS PURCHASE ORDER, the District is relying on Seller's skill and judgment in selecting and providing the proper goods and any applicable services for the District's particular use. Seller warrants, to the District and its successors in interest that the goods and any services covered hereby will correspond with the description of the same on the face of this order, will conform to all applicable specifications, will be new and of the best quality unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all respects both in the manufacture and use thereof with all applicable safety orders or regulations of the State of California. Seller also warrants that said goods are free and clear of all liens and encumbrances whatsoever and that Seller has a good marketable title to same, and Seller agrees to hold the District and its successors in interest free and harmless against any and all claimants to said goods.
22. THE RIGHT IS RESERVED to reject all over shipments.
23. THE DISTRICT ASSUMES NO RESPONSIBILITY for material furnished or services rendered to it, except as specially provided in our formal Purchase Order.
24. INVOICE MUST SHOW:
 (a) Point of Shipment.
 (b) Whether shipped by express, freight or parcel post.
 (c) Description and quantity of items or services rendered.
 (d) Whether transportation expense has been prepaid or collect.
 (e) Supplier contact phone number
 (f) Terms
25. NONDISCRIMINATION IN EMPLOYMENT: The Seller will not discriminate against any employee or applicant for employment because of sex, race, creed, color or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, creed, color or national origin. Such action 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.
26. IN THE EVENT SELLER'S QUOTATION, acknowledgement, confirmation, invoice or other form states terms additional to or different from those set forth herein, this Purchase Order shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. This Purchase Order constitutes an offer to purchase, and not an acceptance of any offer to sell, the goods and any services described herein which may be accepted only in accordance with terms and without modification, addition, deletion or alteration. In the absence of written acceptance or other written confirmation, hereof by Seller, the commencement of any work by Seller in pursuance of this order or the making of any deliveries by Seller of the goods described herein shall be deemed an acceptance hereof and a contract shall be formed only upon the terms and conditions set forth herein.
27. WHEN THE COST OF DIES OR TOOLS involved in the manufacture of parts covered by this order, is included in the price per unit, then such dies or tools automatically become the District's property upon the completion of order. Any dies or tools otherwise paid for by the District shall become the District's property.
28. THE PURCHASE ORDER, together with any written documents which may be incorporated by specific reference, constitutes the entire agreement between the parties and supersedes all previous communications between them, either written or oral. All such previous communications are hereby abrogated and withdrawn, and no stipulations, representations or agreements by the District or any of its officers, agents or employees shall be binding on the District unless contained in this Purchase Order or incorporated herein by reference as above provided and no local, general or trade customs or previous course of dealing or performance shall alter or vary the terms hereof.
29. THE LAWS OF THE STATE OF CALIFORNIA shall govern the validity, interpretation and enforcement hereof, the District's rights and remedies provided hereunder any by law shall be cumulative.
30. NOTICE OF LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay the performance of this order, Seller will immediately give notice thereof to the District.



**Modesto
Irrigation
District**

Water and Power
P.O. BOX 4060 MODESTO, CA 95352
PHONE (209) 526-7684 FAX (209) 526-7676

CONTRACT PURCHASE ORDER

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DESCRIPTION

DELIVERY TO MID WAREHOUSE LOCATED AT 928 WOODLAND AVENUE CAN BE MADE MONDAY THROUGH FRIDAY, 7:00 AM TO 3:00 PM ONLY (EXC HOLIDAYS).

PURCHASE ORDER AND VENDOR PART NUMBER (IF SPECIFIED) MUST APPEAR ON THE PACKING SLIP AND INVOICE. ALL TERMS AND CONDITIONS ATTACHED WITH THE ORDER ARE INCORPORATED HEREIN.

TOTAL

Authorized Signature

Denise Ray

2010

Item Date	Employee/Supplier	Cost	Comment	Check #
30-Jul-10	MARTINO GRAPHIC DESIGN, INC.	16,000.00	PO 54981	89456
6-Sep-10	MARTINO GRAPHIC DESIGN, INC.	13,500.00	PO 54981	89861
4-Dec-10	MARTINO GRAPHIC DESIGN, INC.	16,500.00	PO 54981	89077
31-Dec-10	MARTINO GRAPHIC DESIGN, INC.	16,500.00	PO 54981	89690
2-Nov-10	MARTINO GRAPHIC DESIGN, INC.	13,500.00	PO 54981	90619
7-Nov-10	MARTINO GRAPHIC DESIGN, INC.	13,500.00	PO 54981	90402
		89,500.00		6

2011

Item Date	Employee/Supplier	Cost	Comment	Check #
11-May-11	MARTINO GRAPHIC DESIGN, INC.	19,028.69	PO 54981	91796
2-Feb-11	MARTINO GRAPHIC DESIGN, INC.	16,500.00	PO 54981	89845
11-Mar-11	MARTINO GRAPHIC DESIGN, INC.	18,500.00	PO 54981	90643
1-Apr-11	MARTINO GRAPHIC DESIGN, INC.	18,500.00	PO 54981	90803
7-Jun-11	MARTINO GRAPHIC DESIGN, INC.	19,500.00	PO 54981	91205
1-Jul-11	MARTINO GRAPHIC DESIGN, INC.	18,600.00	PO 54981	92305
4-Aug-11	MARTINO GRAPHIC DESIGN, INC.	19,500.00	PO 54981	92743
3-Nov-11	MARTINO GRAPHIC DESIGN, INC.	21,000.00	PO 54981	93799
6-Dec-11	MARTINO GRAPHIC DESIGN, INC.	21,000.00	PO 54981	92544
31-Dec-11	MARTINO GRAPHIC DESIGN, INC.	18,500.00	PO 54981	94005
3-Oct-11	MARTINO GRAPHIC DESIGN, INC.	18,500.00	PO 54981 / SEP 11 BILLING	92116
1-Sep-11	MARTINO GRAPHIC DESIGN, INC.	18,500.00	ACCT # 54981	91861
		227,628.69		12

2012

Item Date	Employee/Supplier	Cost	Comment	Check #
10-Feb-12	MARTINO GRAPHIC DESIGN, INC.	21,000.00	PO 54981	94229
12-Mar-12	MARTINO GRAPHIC DESIGN, INC.	21,000.00	PO 54981	94572
9-Apr-12	MARTINO GRAPHIC DESIGN, INC.	19,000.00	PO 54981	94241
8-May-12	MARTINO GRAPHIC DESIGN, INC.	19,000.00	PO 54981	94375
12-Jun-12	MARTINO GRAPHIC DESIGN, INC.	19,000.00	PO 54981	95280
15-Jun-12	MARTINO GRAPHIC DESIGN, INC.	9,000.00	PO 54981	95280
		108,000.00		5

RESOLUTION NO. 2010-35
AUTHORIZING THE GENERAL MANAGER TO
CONTINUE IMPLEMENTING LEGISLATIVE AND
REGULATORY ACTIVITIES TO FURTHER THE
GOALS AND INTERESTS OF THE DISTRICT IN
STATE AND FEDERAL JURISDICTIONS

WHEREAS, the Legislature and various regulatory agencies are focusing on several areas that directly impact MID's operations and ability to provide cost effective and reliable services, both water and power, to our customer-owners; and

WHEREAS, there are a number of actions that can be taken to protect MID's water and power resources and maintain necessary flexibility for our governing board to adopt policies that address state-wide goals in a manner that considers local conditions and circumstances; and

BE IT RESOLVED, That the Board of Directors of the Modesto Irrigation District does hereby authorize and direct the General Manager to continue implementing legislative and regulatory activities to further the goals and interests of the District in State and Federal jurisdictions, including:

1. Conducting a multi-prong campaign to address predation and other stressors in the Delta and tributaries;
2. Participating in regulatory and other activities connected to the implementation of last year's Delta Legislation;
3. Continuing an active role in legislative and regulatory processes forming and implementing greenhouse gas, renewable resource, and other energy policies;
4. Identifying and pursuing positions on state and federal legislation relevant to MID operations;
5. Undertaking activities necessary to encourage formulation of regulations to provide cost-effective compliance options for all new mandates;
6. Working with other entities and associations to ensure the MID's interests and positions are represented; and
7. Implementing a program to improve the image and credibility of the District with its ratepayers.

Moved by Director Hensley, seconded by Director Warda, that the foregoing resolution be adopted.

The following vote was had:

Ayes: Directors Hensley, Kidd, Van Groningen, Warda and Wild

Noes: Directors None

Absent: Directors None

The President declared the resolution adopted.

o0o

I, Pat Mills, Secretary of the Board of Directors of the MODESTO IRRIGATION DISTRICT, do hereby CERTIFY that the foregoing is a full, true and correct copy of a resolution duly adopted at a special meeting of said Board of Directors held the 30th day of March 2010.



Secretary of the Board of Directors
of the Modesto Irrigation District

WATER REPORT

BOARD DATE

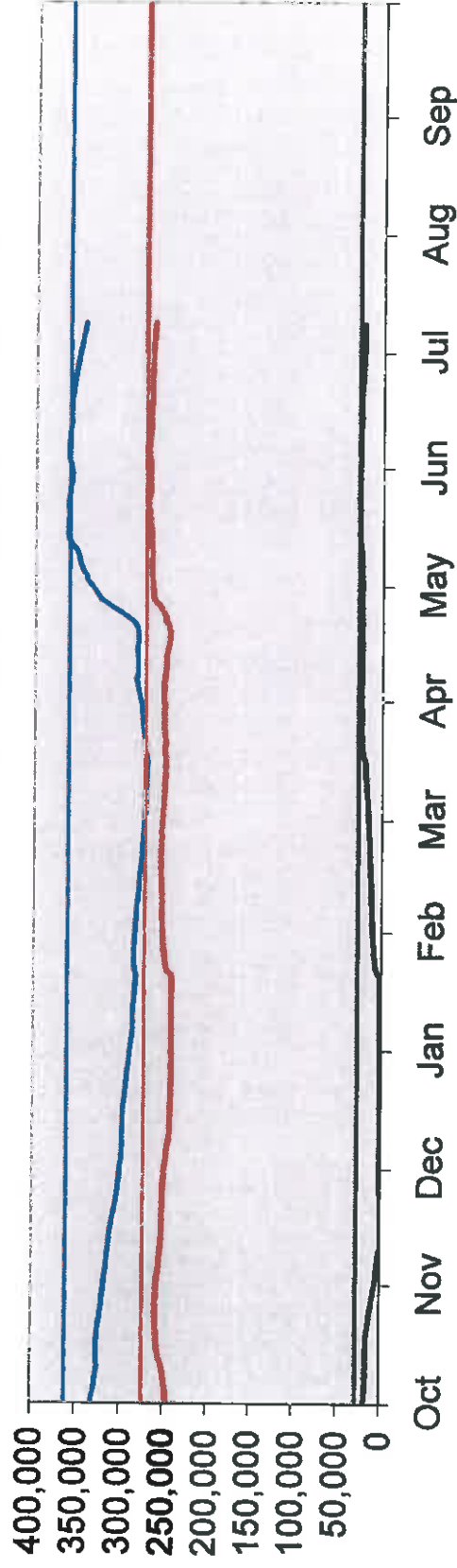
7/10/2012



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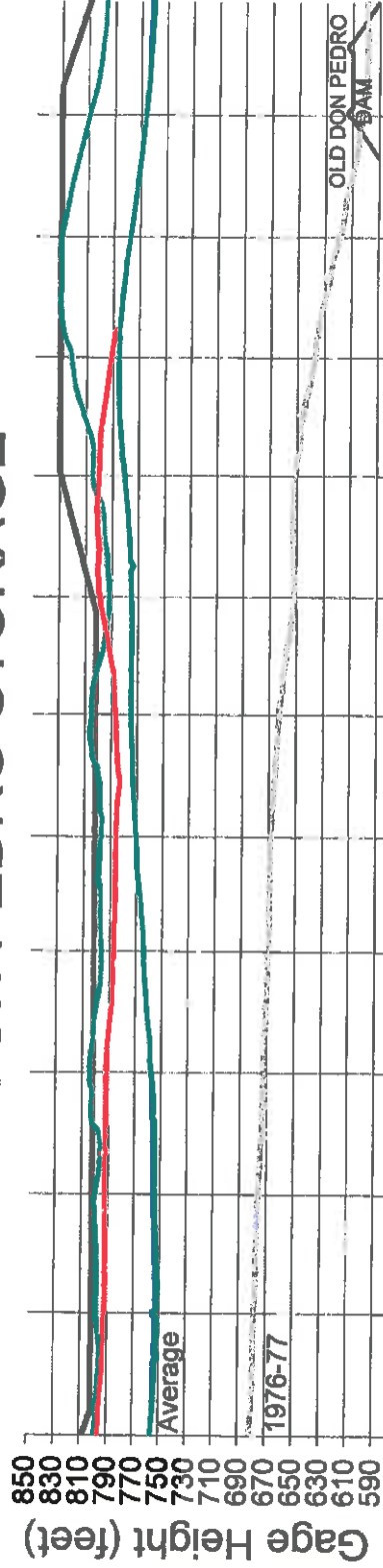
7/8/2012

UPPER WATERSHED RESERVOIRS



Reservoir Location	Maximum Acre Feet	Current Storage Acre Feet	Last Year's Storage Acre Feet	Inflow CFS	Outflow CFS	% of Storage
Hetch Hetchy	360,360	343,546	360,360	138	587	95%
Lake Lloyd	273,345	264,240	268,635	33	190	97%
Lake Eleanor	26,146	22,611	24,193	16	22	83%
CCSF Total	659,851	630,397	653,188	187	798	95%

DON PEDRO STORAGE

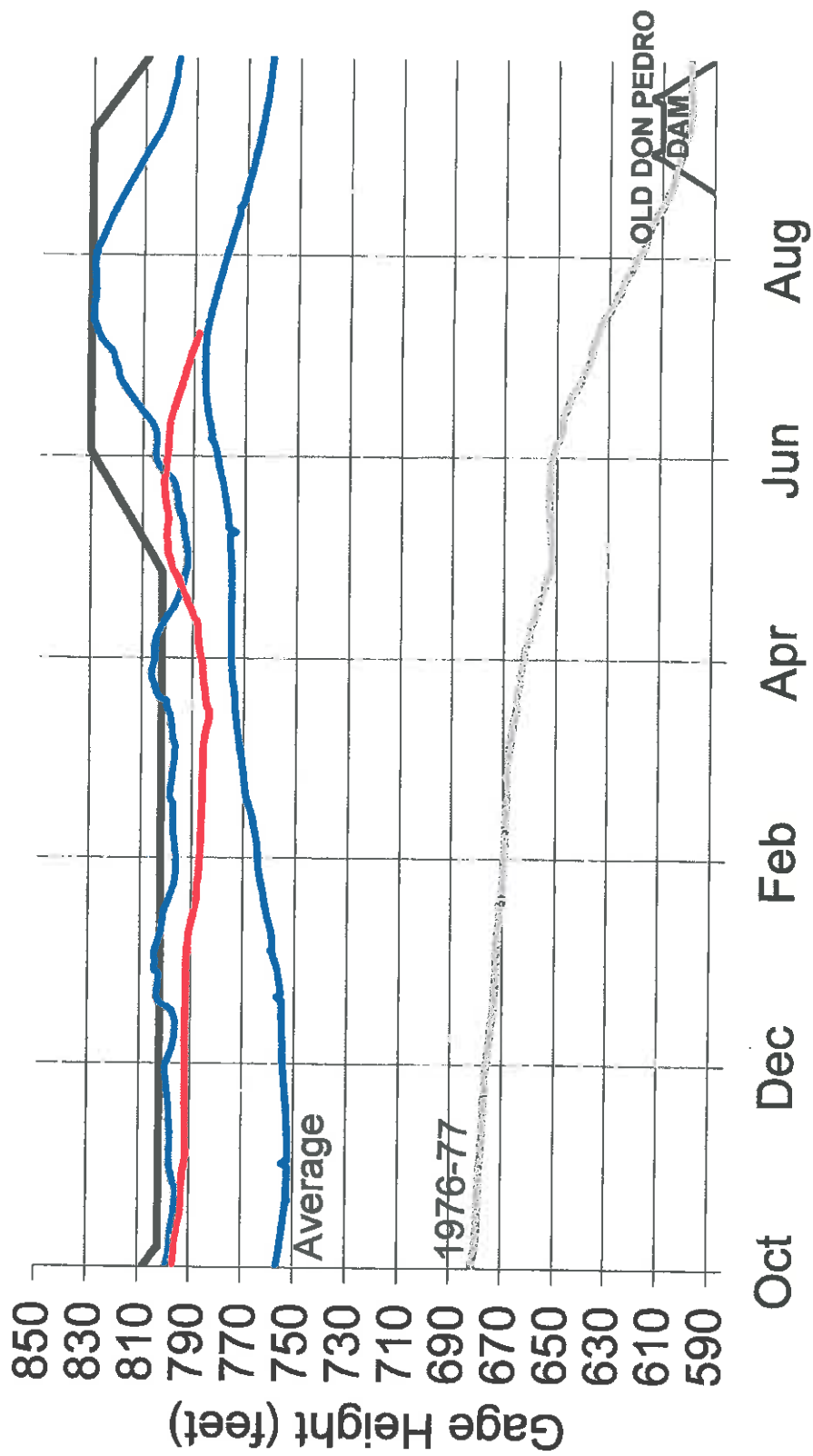


Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep

	Elevation	Total Storage	MID Storage	CCSF Water Bank	Inflow	Outflow
	feet	acre feet	acre feet	acre feet	CFS	CFS
Maximum	830.00	2,030,000	309,407	740,000	---	---
Current Storage	788.06	1,540,266	204,313	518,070	527	2,740
Last Year's Storage	827.23	1,993,999	301,516	722,000	---	---
Percent of Total	---	76%	66%	70%	---	---

Tuolumne River 113 CFS Tuolumne River Weekly Avg. 101 CFS

DON PEDRO STORAGE



MODESTO TEMPERATURE RANGE LAST WEEK

(In Fahrenheit)

	Current Temp.	Last Year's Temp.
Weekly Maximum	92	98
Weekly Minimum	62	70
Weekly Average	77	84

MODESTO RESERVOIR

Reservoir	Elevation	Storage	Irrigation Diversion	Domestic Diversion
Location	Feet	Acre Feet	CFS	MGD
Modesto Reservoir	21.93	19,271	725	40

WATER REPORT

BOARD DATE

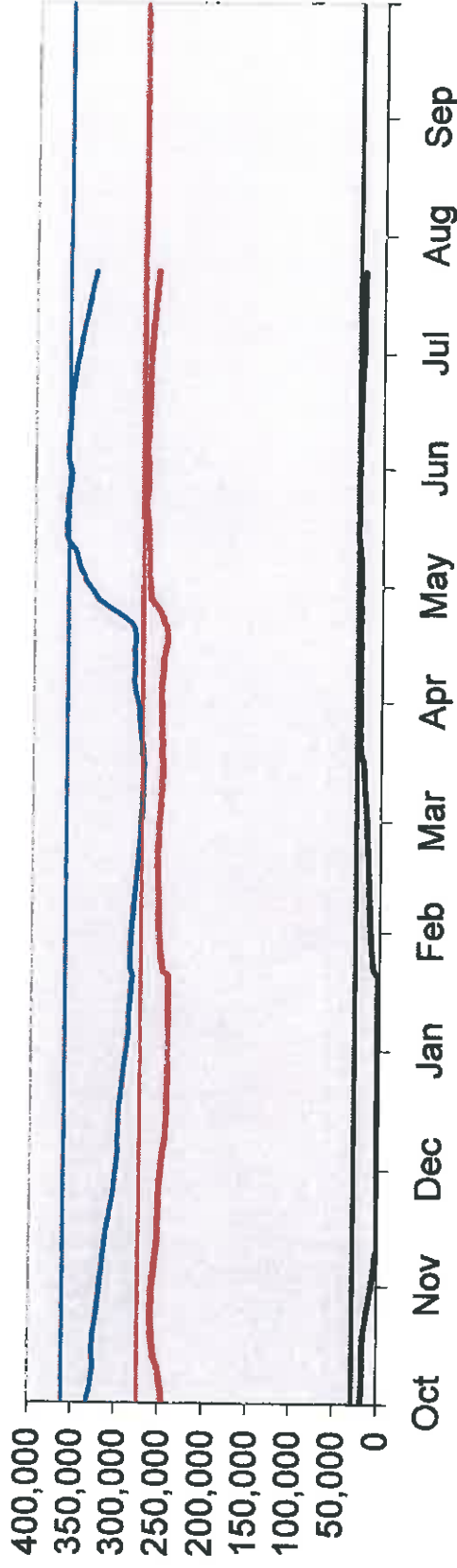
7/24/2012



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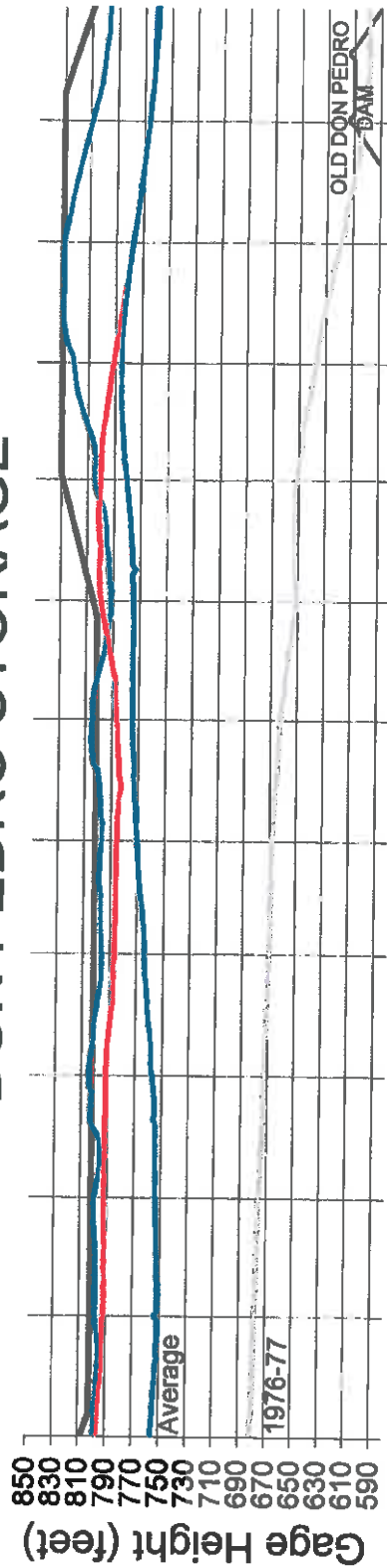
7/22/2012

UPPER WATERSHED RESERVOIRS



Reservoir Location	Maximum Acre Feet	Current Storage Acre Feet	Last Year's Storage Acre Feet	Inflow CFS	Outflow CFS	% of Storage
Hetch Hetchy	360,360	330,446	363,330	76	574	92%
Lake Lloyd	273,345	258,790	271,894	12	168	95%
Lake Eleanor	26,146	21,960	27,403	13	23	81%
CCSF Total	659,851	611,196	662,627	102	765	92%

DON PEDRO STORAGE



Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep

	Elevation	Total Storage	MID Storage	CCSF Water Bank	Inflow	Outflow
	feet	acre feet	acre feet	acre feet	CFS	CFS
Maximum	830.00	2,030,000	309,407	740,000	-----	-----
Current Storage	781.27	1,470,210	176,930	523,111	450	2,733
Last Year's Storage	828.59	2,011,956	299,448	730,978	-----	-----
Percent of Total	-----	72%	57%	71%	-----	-----

Tuolumne River 119 CFS Tuolumne River Weekly Avg. 104 CFS

MODESTO TEMPERATURE RANGE LAST WEEK

(In Fahrenheit)

	Current Temp.	Last Year's Temp.
Weekly Maximum	89	88
Weekly Minimum	62	62
Weekly Average	75	75

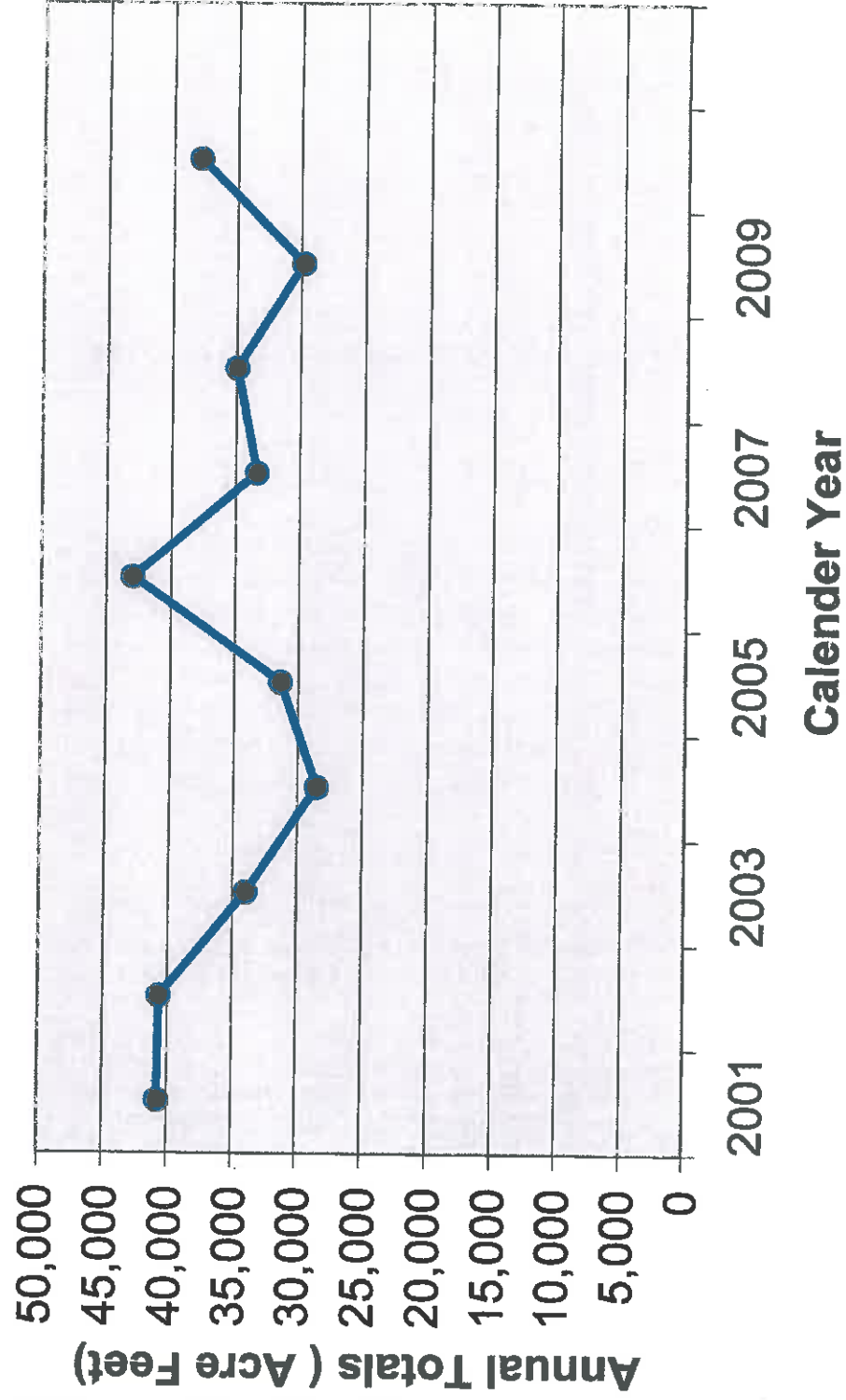
MODESTO RESERVOIR

Reservoir	Elevation	Storage	Irrigation Diversion	Domestic Diversion
Location	Feet	Acre Feet	CFS	MGD
Modesto Reservoir	22.20	19,800	648	41

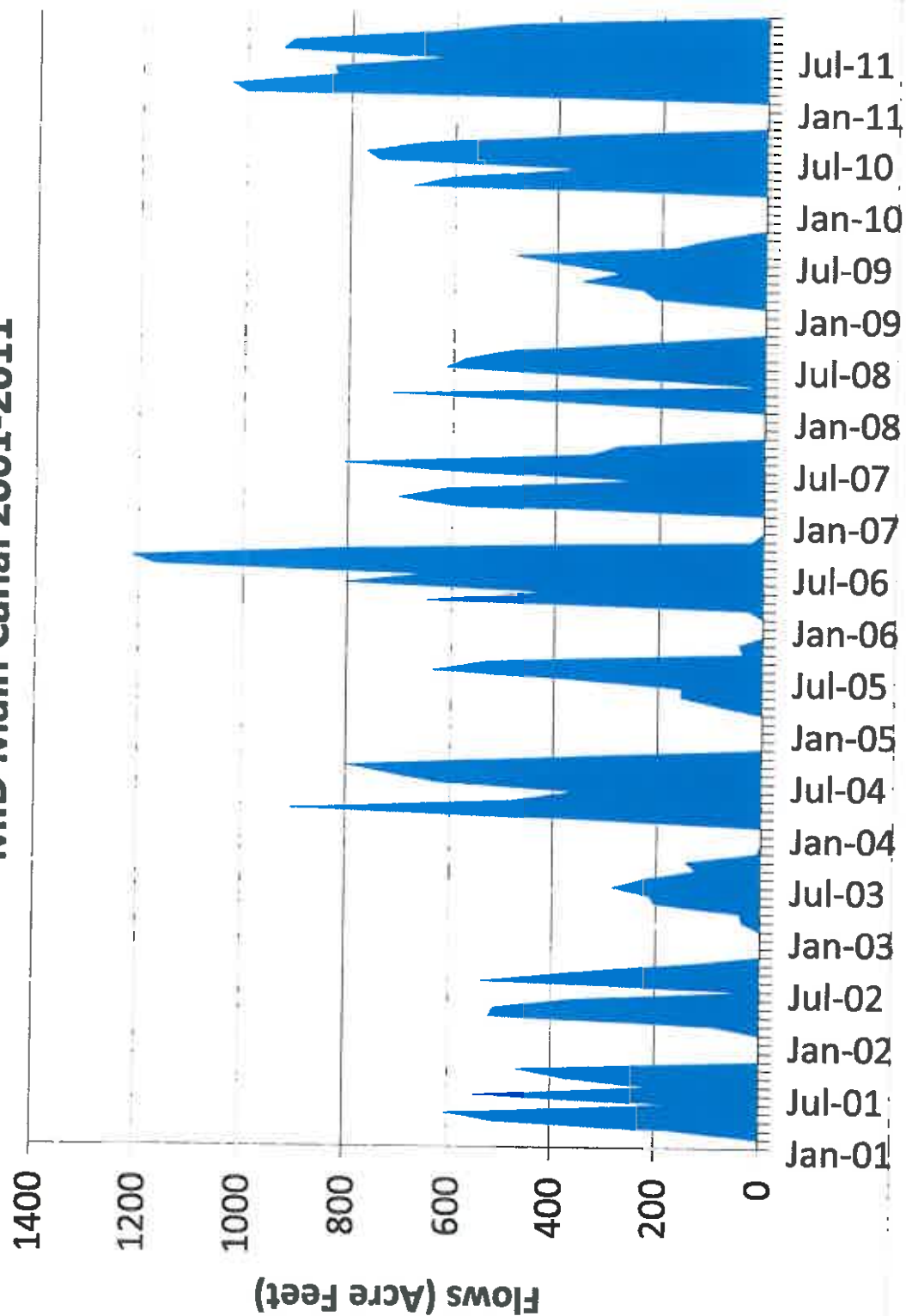
MODESTO IRRIGATION DISTRICT

Spills

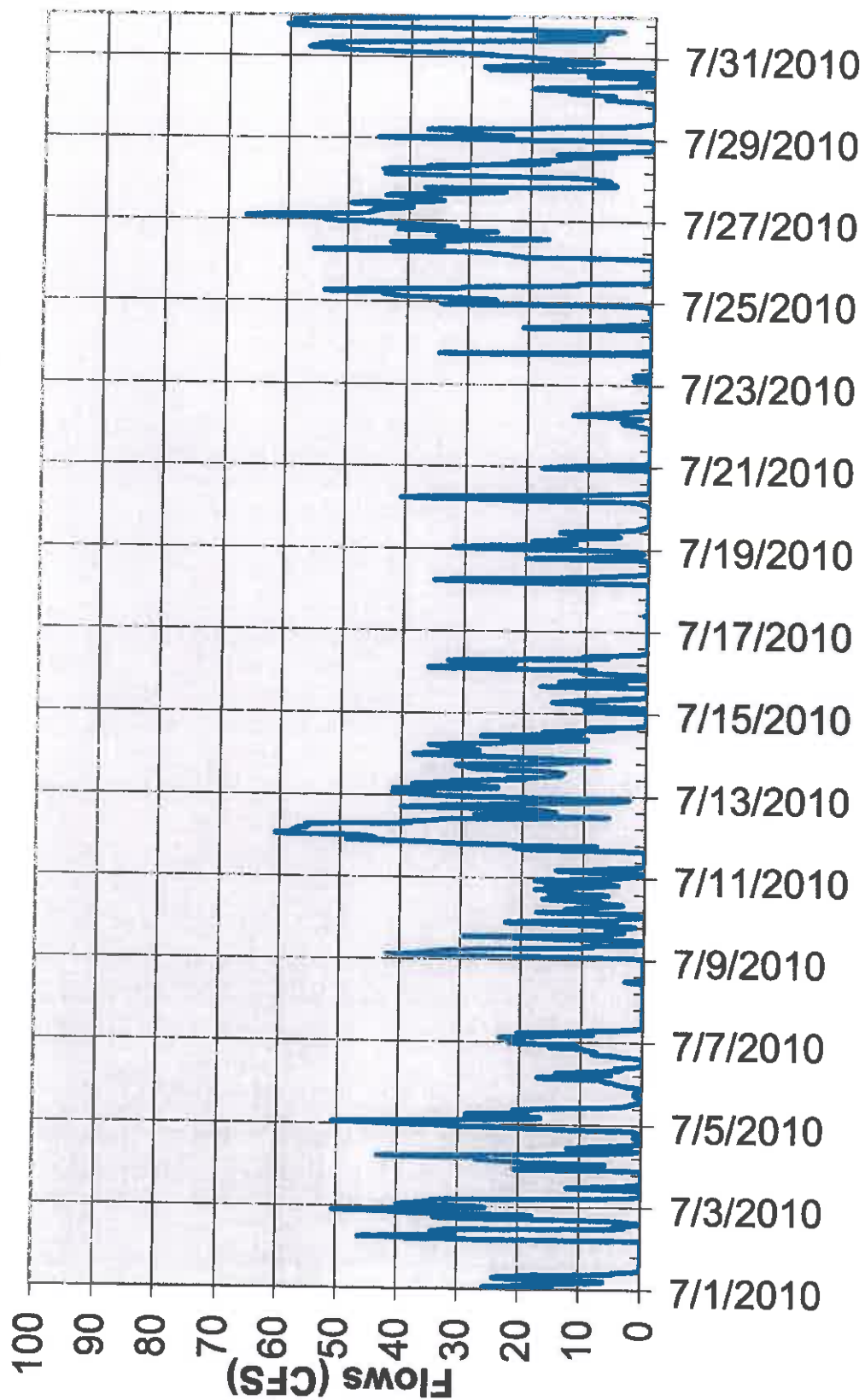
Return Flows to Tuolumne, Stanislaus & San Joaquin Rivers



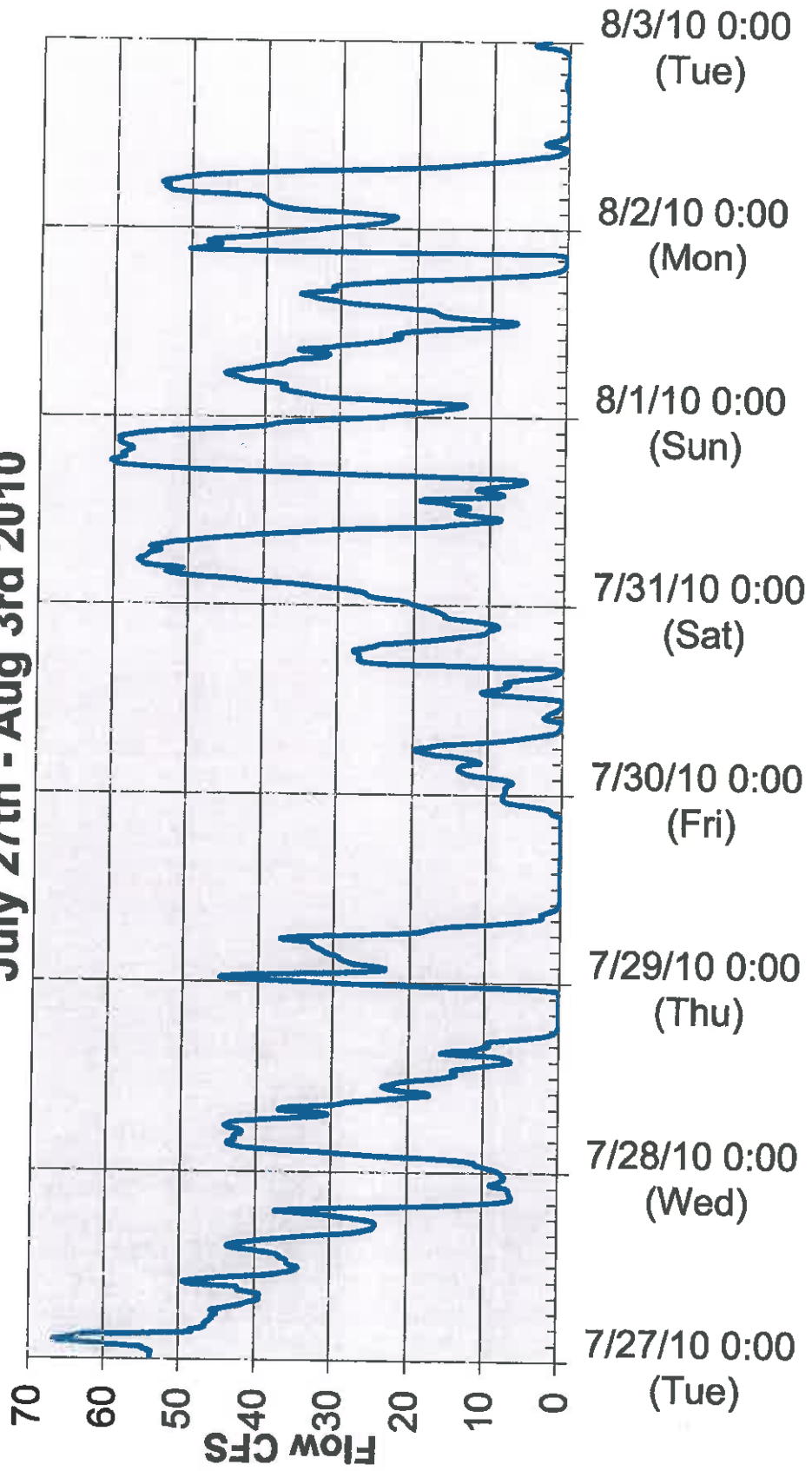
Return Flows to Stanislaus River MID Main Canal 2001-2011



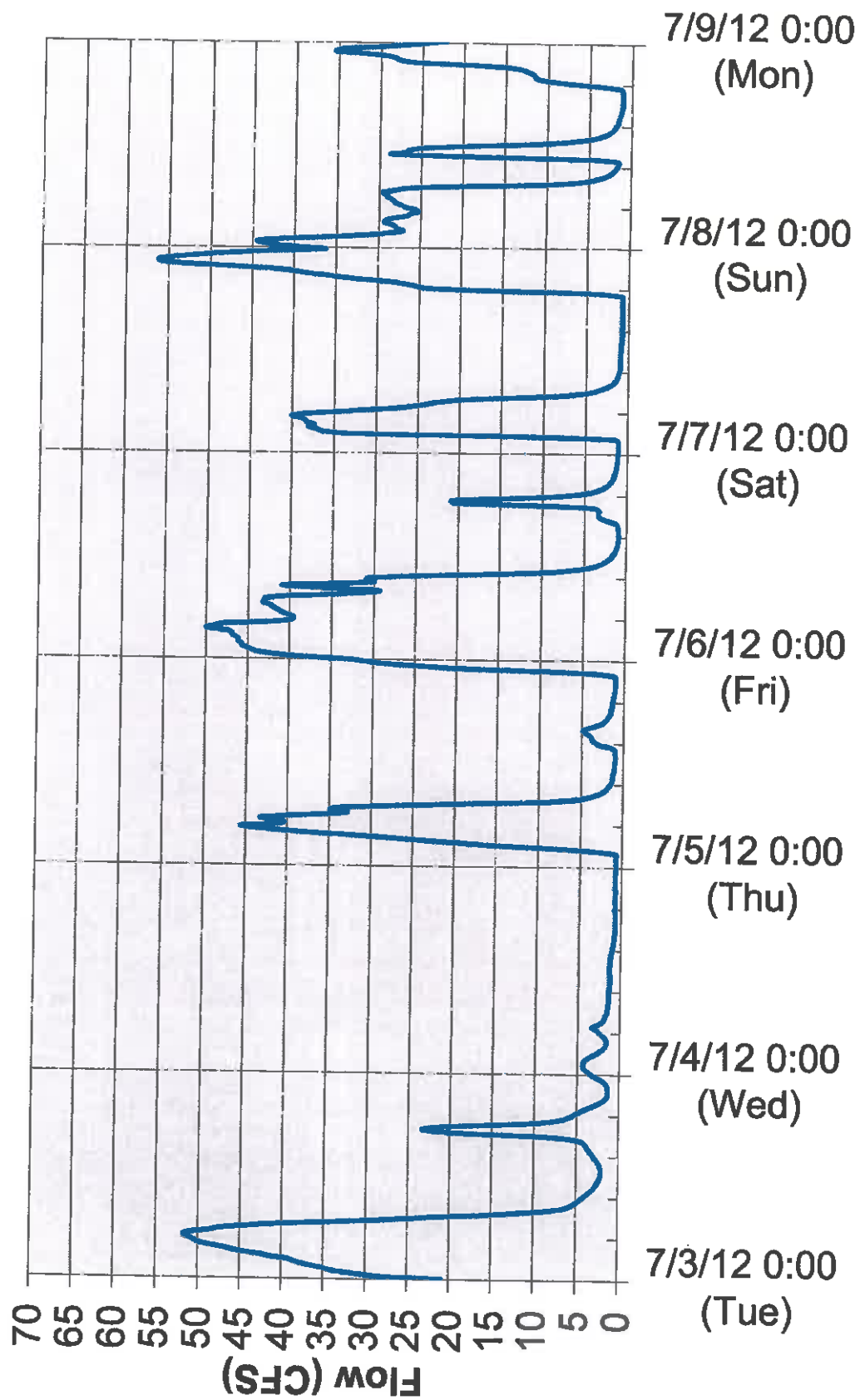
Monthly Main Canal Spill Flow July 2010



**Weekly Main Canal Spill Flow
July 27th - Aug 3rd 2010**

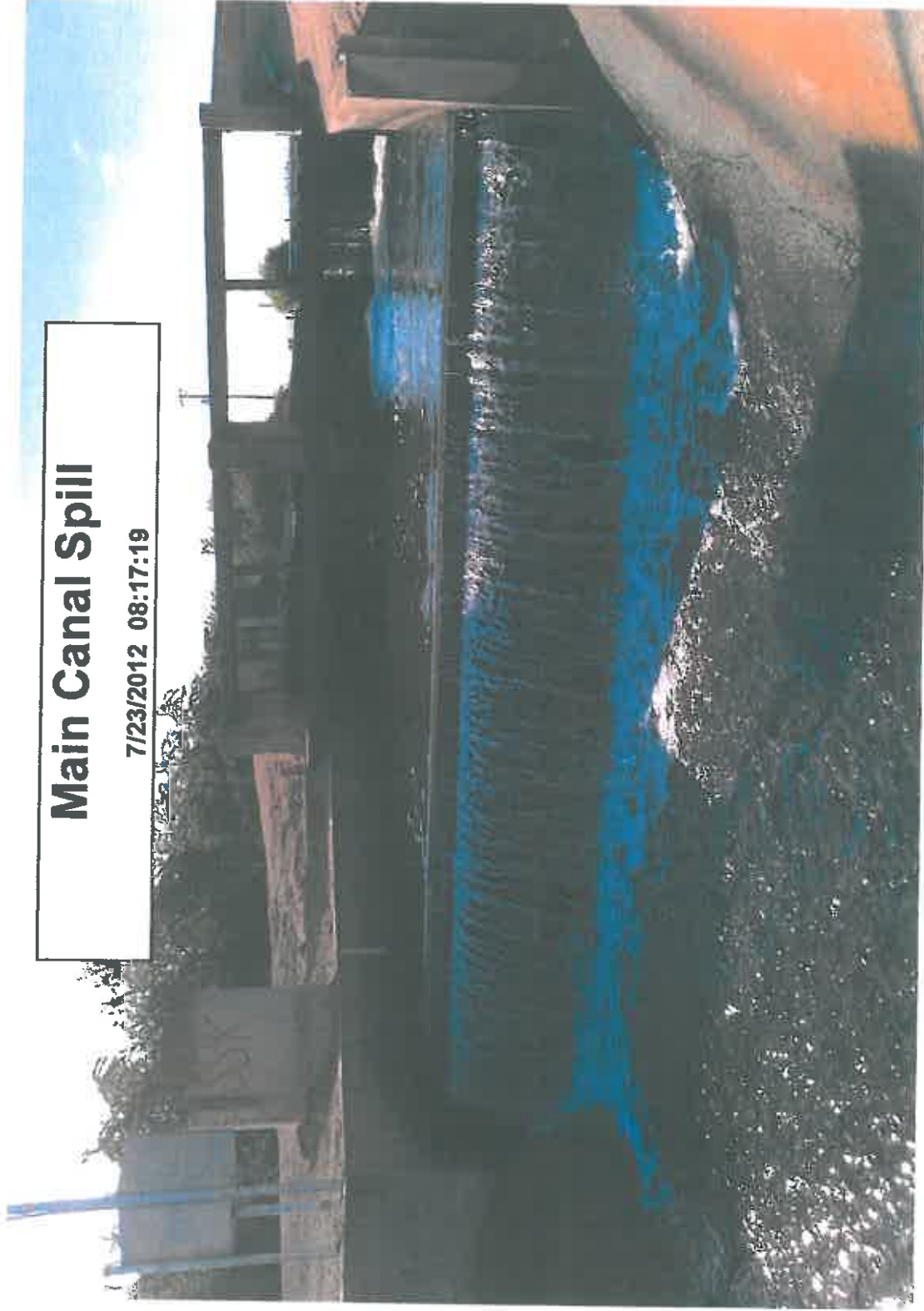


Weekly Main Canal Spill Flow July 3rd-9th 2012

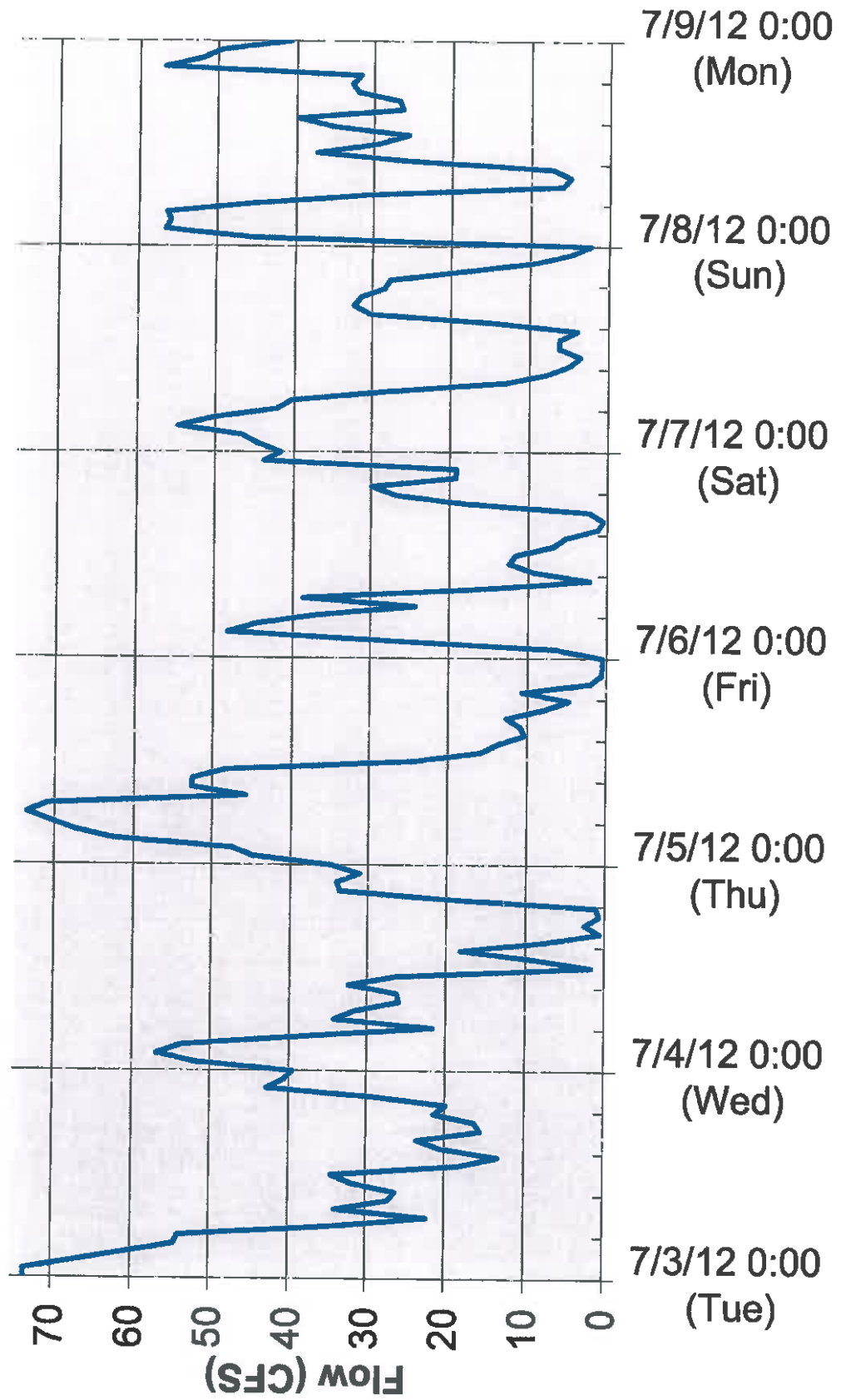


Main Canal Spill

7/23/2012 08:17:19



Weekly Lateral 5 Spill July 3rd-9th 2012



Lateral #5 Spill

7/11/2012 15:21:02

