

Agenda of a Special Meeting
Of the
Board of Directors of the
Camp Meeker Recreation and Park District

Tuesday, April 29, 2014, 7:00 pm
DISTRICT OFFICE (Next to the Fire Station)
CAMP MEEKER, CALIFORNIA

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. STATEMENTS OF ABSTENTION

V. PUBLIC COMMENT

The public may address the Board of topics NOT covered by this agenda. Testimony is limited to three minutes. Please state your first and last names clearly so that it can be correctly entered in the minutes.

VI. ACTION ITEMS

A. OVERVIEW: SONOMA COUNTY SEPARATION AND DISTRICT FINANCIAL SYSTEM
(Staff, 10 minutes)

DESCRIPTION: The Board will discuss removal of its banking and accounting functions from the Sonoma County Treasury and direct staff, District Counsel, and the District's contractor, J.A. Boyer, to move forward with the process of separation from the County of Sonoma Treasury. Further information with respect to recent communications regarding debt and other funds possibly remaining at the County of Sonoma will be discussed.

PROPOSED ACTION: The Board may/may not direct action with respect to debt and other funds remaining at the County of Sonoma.

B. RESOLUTION 2014-001: SEPARATION FROM SONOMA COUNTY TREASURY
(Staff/District Counsel, 10 minutes)

DESCRIPTION: Resolution 2014-001 describes the rationale for separating from the Sonoma County Treasury, cites the Public Resources code governing this action, and other related issues and tasks to complete this process.

PROPOSED ACTION: The Board may/may not approve Resolution 2014-001.

C. RESOLUTION 2014-002: APPOINTMENT OF BONDED TREASURER (Helfrich/Staff, 5 minutes)

DESCRIPTION: The Board will review Resolution 2014-002 proposes that the District's Secretary/Treasurer serve as the "Bonded Treasurer" as required by 5784.9(e) of the Public Resource Code; and, further that the District's bonding coverage of \$400,000.00 under its insurance policy with Special Districts Risk Management Authority satisfies the bonding requirement required by the code.

PROPOSED ACTION: The Board may/may not adopt Resolution 2014-002.

D. RESOLUTION 2014-003: INVESTMENT POLICY (JA Boyer & Attorney Mauritson, 15 minutes)

DESCRIPTION: The Board will review a proposed investment policy for those funds that will not be held at the County of Sonoma.

PROPOSED ACTION: The Board may/may not adopt Resolution 2014-003.

E. RESOLUTION 2014-004: AUTHORIZING BANKING SERVICES WITH WELLS FARGO BANK (Staff, 10 minutes)

DESCRIPTION: The Board will discuss banking services estimates and other information related to establishment of a banking relationship with Wells Fargo Bank.

PROPOSED ACTION: The Board may adopt Resolution 2014-004.

F. CONTRACTS APPROVAL ACCOUNTING SOFTWARE HOSTING, DATABASE SET-UP AND STAFF TRAINING (Staff & JA Boyer, 15 minutes)

DESCRIPTION: Staff will present the results of extensive research of government accounting software vendors and a recommendation to contract with Abila/MIP Fund Accounting and Soft Trac (the vendor's reseller and training partner) to establish a hosted accounting system for the District's general ledger, check writing and reporting tasks per the Abila user agreement and Soft Trac Purchase agreement. Warrant requests will be presented for deposits in the amount of \$4,732.50 for Soft Trac and billing of deposit to the District's Visa card in the amount of \$635.00 deposit. Monthly fee of \$298.00 will also be billed to District's US Bank Visa card.

PROPOSED ACTION: The Board may/may not authorize the Board President to sign The Abila Users Agreement and Soft Trac Purchase agreement for MIP Funding Accounting hosted software and warrant requests for the deposits required to activate establishment of the District's accounting database, training of staff and related tasks.

G. POST OFFICE NOTIFICATION REGARDING COMMUNITY MEETING AND REDUCED HOURS (Watson & Tomina, 5 minutes)

DESCRIPTION: The District has received notification of a reduction in hours for the Camp Meeker Post office and a public meeting on May 19, 2014 at 5:30 p.m. at the Occidental Post Office regarding the "Post Plan."

PROPOSED ACTION: The Board may/may not take further action regarding this issue.

VII. DIRECTORS' REPORTS

DESCRIPTION: This item is for information reporting only. In conformance with the Brown Act, there shall be no discussion or actions taken by the Board on any such report. No public testimony shall take place. If discussion and/or action is desired, the matter may be placed on a future agenda, notice thereof duly given, and action/discussion had at the future meeting.

PROPOSED ACTION: No action or discussion to take place.

VIII. ADJOURNMENT

HOW TO GET AN ITEM ON THE AGENDA

Requests for items for the agenda of the regular meetings of the Camp Meeker Recreation and Park District must be submitted to the District in writing or through the District's website.

Regular meetings are held the 3rd Tuesday of each month. The District must receive submissions no later than ten (10) calendar days before the meeting.

Submit your agenda items in writing to: Camp Meeker Recreation and Park District, Post Office Box 461, Camp Meeker, CA 95419. Be sure to include your name, address and phone number. Anonymous submissions will not be considered for discussion.

Submit your agenda items using the District's website at the following address:

http://www.campmeeker.org/wordpress/?page_id=224.

From: Donna Dunk <Donna.Dunk@sonoma-county.org>
Subject: RE: CMRPD: Inquiry
Date: April 18, 2014 2:56:14 PM PDT
To: "Park Camp Meeker Rec &" <admin@campmeeker.org>
Cc: Erick Roeser <Erick.Roeser@sonoma-county.org>

Hello Cheryl,

Here are the answers to the questions in your letter.

1. The District has contracted with the County to serve as the District's "fiscal agent" for our Department of Water Resources loan (Funds 750521) and the Loan Reserve (750539) required by DWR. The fiscal services agreement states that the County will bill \$50/hour for staff time related to the loan; however, the District has not received a separate billing for some years and it is my understanding that the continuing charges may include these charges. Will the County revert to billing for these charges at \$50.00/hour per the fiscal services agreement?

Answer: Yes we anticipate reverting to charging the \$50/hour per the fiscal services agreement since the Special District Accounting Charges will no longer be available to cover these costs. We don't think the work will involve more than a few hours each year.

2. Secondly, the District's loan re-payments with DWR (750521) and USDA (750562) are funded by direct charges billed to Camp Meeker parcel owners and collected by the County Tax Collector. At present, these collections are "dropped" into the District's water operating fund (750505) upon collection and re-allocated (based on a formula established by the Board) by journal voucher to the two debt funds. How will the District be able to accomplish this re-allocation in the future?

For example, will the direct charges be transferred to the District's outside bank account and the District will deposit to the appropriate debt funds based on our allocation policy? Or will the District need to prepare a journal voucher to accomplish the allocation and submit to the Auditor-Controller's office? Would these transactions fall within the small number of exempt transactions you and I discussed or would they be subject to continuing charges?

Answer: We could handle this in one of two ways. ACTTC could transfer the funds to your outside bank account and then the District could determine the re-allocation and deposit monies into the DWR and the USDA. Or ACTTC could allocate the monies to those two funds, via journal entry, based on amounts determined by the District and then transfer the remaining monies to your outside bank account. These transactions would fall within the small number of exempt transactions and would not be subject to the Special District Accounting Charges.

3. In the case of the District's USDA loan fund (750562) and Water Capital Replacement fund (750588), deposits are presently made to those funds monthly from our customer water collections held in the Bank of the West. Again, would monthly deposits place the District back in the realm of continuing charges? If so, the Board will consider what alternative options are appropriate.

Answer: No. Deposits are not considered as the allocation basis for calculation Special District Accounting Charges so this would not place the District back in the realm of continuing charges.

4. At present, the District intends to appoint a bonded treasurer. Our District Counsel's legal opinion is that the District is not required to adhere to SB288. It is our understanding that the District would need to continue to file our Preliminary and Final Budgets with the County Auditor's office. Please confirm that filing with the County is the correct way to satisfy appropriate state requirements.

Answer: Yes. The District would continue to file your preliminary and final budgets with the County Auditor's Office. Also, the District will need to continue to file the annual audit with the ACTTC.

I hope this provides the District with the needed information. I will be out of the office next week. If you have further questions, please contact Erick Roeser at Erick.roeser@sonoma-county.org.

Best Regards,

Donna M. Dunk, CPA
Assistant Auditor-Controller

Auditor-Controller Treasurer Tax Collector's Department
donna.dunk@sonoma-county.org
707-565-3274

From: Doran-Girard Cheryl [<mailto:cdgirard1945@yahoo.com>]
Sent: Thursday, April 17, 2014 1:22 PM
To: Donna Dunk
Subject: CMRPD: Inquiry

Donna--

I am attaching a letter detailing the questions that have arisen as a result of the Board's decision to further research a transition from the County Treasury. A Study session of legal issues, resolutions, budget issues and internal controls will be held on 4/22 so that the Board will have the information necessary to make an informed decision at a Special Meeting scheduled for 4/29.

Thanks for your prompt response.

Cheryl

Cheryl Doran-Girard
Camp Meeker Recreation & Park District
Post Office Box 461
Camp Meeker, CA 95419
Telephone: 707-545-2108
Email: admin@campmeeker.org

CAMP MEEKER RECREATION & PARK DISTRICT

RESOLUTION # 2014-001

WHEREAS, the Camp Meeker Recreation and Park District Board is a Recreation & Parks District under the Public Resources Code, and, pursuant to Pub Resources Code Section 5786.7, it exercises certain powers of a County Water District, and;

WHEREAS, it has become apparent that the continuing costs associated with use of the services of the County of Sonoma Auditor, Treasurer for depository and accounting services will increase so significantly as to be unsustainable, long term, by the District, and;

WHEREAS, the Board of Directors of the Camp Meeker Recreation and Park District has determined that continuing to pay said charges is not in the best interest of the District, and;

WHEREAS, the Board has directed research of alternative options to the use of the Sonoma County Treasury, and;

WHEREAS, the Board of Directors has studied the alternative options to use of the Sonoma County Treasury and has determined that separation from the County is in the District's best interests.

THEREFORE, BE IT RESOLVED that:

1. The District will withdraw its funds from the County of Sonoma as its depository, and;
2. The Board will appoint one of its members, Cathy Anderson, as Treasurer for the District, and;
3. The District will consider the bonding of Directors under its insurance policy with SDRMA to be a sufficient performance bond as required by Public Resources Code 5784.9(e), and;
4. The Treasurer's duties shall include, but are not necessarily limited to, the following:
 - a. the establishment of necessary accounts at nationally chartered bank(s) in which no Board member has any official capacity;
 - b. establishment and oversight of a system of accounting and internal controls;
 - c. assurance of the timely deposit of all receipts and payment of invoices;
 - d. assurance of the conduct of annual audits in accordance with Public Resources Code 5788.25(b) and Government Code Section 26909, and;
5. The Board will require all banking documents including checks to be signed by two of the following officers: Treasurer/Secretary, Vice-President or President.

CERTIFICATION

The following hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Camp Meeker Recreation and Park District at a special meeting of the Board of Directors held on April 29, 2014.

Lynn E. Watson, President

ATTEST:

Catherine J. Anderson, Secretary/Treasurer

RESOLUTION NO. 2014-002

CAMP MEEKER RECREATION & PARK DISTRICT

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMP MEEKER RECREATION & PARK DISTRICT ESTABLISHING
“BONDED TREASURER”**

WHEREAS, the Camp Meeker Recreation and Park District Board of Directors has decided to establish a depository alternative to the County of Sonoma by its Resolution XXX and,
WHEREAS, the California Public Resources Code 5784.9 (e) directs that that the Board appoint a person to be known as the District's finance officer who will serve at the pleasure of the Board, and,

WHEREAS, finance officer may be a member of the Board of Directors, and,

WHEREAS, the Board shall also fix the amount of and approve the finance officer's bond;

NOW, THEREFORE, the Camp Meeker Recreation and Park Board of Directors hereby directs that the Secretary/Treasurer shall hereafter serve as the District's finance officer;

FURTHER, that the finance officer's bond will be \$400,000.00 and will be satisfied through the Public Employee Dishonesty Coverage and Faithful Performance of Duty provisions of the District's insurance policy coverage with Special District Risk Management Authority;

CATHERINE J. ANDERSON, Treasurer, Camp Meeker Board of Directors is hereby authorized to perform the responsibilities of "Finance Officer" for the Camp Meeker Recreation and Park District.

It is hereby certified that the foregoing Resolution was duly introduced and legally adopted by the Board of Directors of the Camp Meeker Recreation & Park District during a meeting held on the 29th day of April 2014.

DIRECTORS:

LYNN WATSON _____ GARY HELFRICH _____ JEFF RUSCH _____

CATHERINE J. ANDERSON _____ ANTHONY TOMINIA _____

AYES _____ NAYS _____ ABSTAIN _____ ABSENT _____

CERTIFICATION

The following hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Camp Meeker Recreation and Park District at a special meeting of the Board of Directors held on April 29, 2014.

Lynn E. Watson, President

ATTEST:

Catherine J. Anderson, Secretary/Treasurer

April 29, 2014

CAMP MEEKER RECREATION & PARK DISTRICT RESOLUTION # 2014-003

WHEREAS, the Camp Meeker Recreation and Park District Board is a trustee of the public funds under its control as set forth in Government Code Section 53600.3; and,

WHEREAS, the Board of Directors of the Camp Meeker Recreation and Park District recognizes that each investment transaction must comply with the Government Code, Sections 53600 and 53635, et seq.; and,

WHEREAS, the Board of Directors of the Camp Meeker Recreation and Park District has determined that it is necessary to establish an Investment Policy to provide investment guidelines to the District Treasurer, who is responsible for the administration of the District's investments; and,

WHEREAS, the Board has directed the drafting of such an Investment Policy as is attached hereto as Exhibit "A"; and,

WHEREAS, the Board of Directors has examined the proposed investment policy and has determined that the Investment Policy meets the needs of the District and complies all required Government Code sections.

THEREFORE, BE IT RESOLVED that:

1. The Board of Directors of the Camp Meeker Recreation and Park District will adopt the proposed Investment Policy, and;
2. The District Treasurer is directed to immediately implement the adopted Investment Policy.

CERTIFICATION

The following hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Camp Meeker Recreation and Park District at a special meeting of the Board of Directors held on April 29, 2014.

Lynn E. Watson, President

ATTEST:

Catherine J. Anderson, Secretary/Treasurer

CAMP MEEKER PARK AND RECREATION DISTRICT
CAMP MEEKER, CALIFORNIA
INVESTMENT POLICY
(Government Code Sections 53630, et. seq.)

Adopted ____/____/2014

1. Investment Policy. The Camp Meeker Park and Recreation District shall invest its moneys (other than its monthly operating fund) in savings accounts, certificates of deposit and federally insured banks and savings and loan institutions, or through the Sonoma County pooled investment fund and any other lawfully permitted investment through that fund, with the following qualifications:

a. Treasurer. The responsibility for conducting the District's investment program and day to day investment functions resides with the District Treasurer.

b. Authorized Depositories. Deposits shall only be made in qualified public depositories as authorized under State statute. In selecting financial institutions for the deposit or investment of District funds, the Treasurer shall consider the credit rating of the institutions.

c. Maximum Term. The maximum Term of any deposit account shall be five (5) years.

d. Maximum Investment in Single Institution. The maximum invested in any single bank or savings and loan institution shall be no more than the available insurance covering such deposits or Two Hundred Fifty Thousand Dollars (\$250,000.00), *whichever is lesser*. The amount so deposited shall not cause the total invested in any one (1) institution, including accrued interest, to exceed the available deposit insurance.

e. Pooled Investment Fund. Investments made through the Sonoma County Pooled Investment Fund are not required to be insured.

f. Brokered Certificates of Deposit. The District may invest funds in brokered certificates of deposit, provided that:

- i. the funds are invested through a Federally licensed securities brokerage firm;
- ii. the brokerage firm maintains at least Five Hundred Thousand Dollars (\$500,000.00) protection through the Securities Investor Protection Corporation ("SIPC") on all District funds while in the control of the brokerage;
- iii. funds invested in each certificate of deposit be only in the name of the District; and

- iv. the amount invested in each certificate of deposit does not exceed the maximum insured limit through the Federal Deposit Insurance Corporation ("FDIC").

g. Waiver of Collateralization. To provide security to District funds in those situation where the District accounts with an FDIC insured bank or savings and loan exceed the FDIC insurance limit (e.g. due to interest re-deposited), the District is authorized to enter into a Waiver of Collateralization or Security Agreement with the lending institution, provided that:

- i. The financial institution has committed to provide and maintain approved collateral for all deposits in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) in accordance with Government Code Section 53652; and
- ii. The financial institution remains fully insured under the FDIC for up to Two Hundred Fifty Thousand Dollars (\$250,000.00) of deposits by the District.

h. Other Investments. The District may, from time to time, make such *other* investments as are authorized by the California Government Code (as amended or replaced); provided that prior to making any investments not previously authorized and set forth in this INVESTMENT POLICY, that the Board of Directors shall review the type of investment and adopt an amendment to this INVESTMENT POLICY authorizing same.

2. Investment Transaction. Every investment transaction must be reviewed and authorized by the Board of Directors and documented by the Treasurer of the District.

3. Monthly Report. The Treasurer shall submit a monthly report to the Board of Directors in accordance with the requirements of Government Code Section 53646. All such reports shall include a comparison with the report last generated and include, in addition, the following elements:

- a. Type of Investment;
- b. Institution;
- c. Date of Maturity;
- d. Amount of Deposit;
- e. Rate of Interest; and
- f. Statement relating to the Report of the Investment Policy.

4. Withdrawals and Transfers.

a. Investments. Any withdrawal, renewal or transfer of funds held as investments pursuant to this INVESTMENT POLICY shall require approval of the Board of Directors and, except with respect to a roll-over or renewal, the signature of two (2) persons authorized by the Board of Directors.

b. Operating Account. All withdrawals, transfers and checks drawn on the District checking accounts shall require the signatures of two (2) persons authorized by the Board of Directors of the District.

5. Temporary, Non-Insured Investments. The District shall be allowed to deposit funds in excess of the Two Hundred Fifty Thousand Dollars (\$250,000.00) insurance limit set forth in this INVESTMENT POLICY into the District's operating, checking account for a period up to four (4) months each, pending the utilization of the proceeds received from the County of Sonoma on the annual Water Charges collected from the County Tax Rolls. Due to the large size of these annual payments, and due to the fact there is often a need for the prompt expenditure of all or large parts of such payments, it is impractical for short-term periods to place such funds in insured savings deposit accounts.

6. Signatory Authorization. Once annually, following the adoption of the District's annual budget (or additionally upon the creation of a new investment), the Board of Directors shall, by resolution, authorize specific persons among the Board and staff to be the signatories on all investment accounts of the District. Such persons shall not consist of the persons handling the day-to-day financial operations of the District. All District checks or warrants shall be signed by two authorized persons. The resolution shall further provide that, until a further resolution is adopted, only the named signatories shall be permitted to authorize deposits, withdrawals and transfers of District monies.

a. Within thirty (30) days of the adoption of the authorizing resolution or creation of a new investment, a copy of the resolution establishing the signatories shall be delivered to each financial institution in which the District has any investment with a request that the institution acknowledge receipt of such resolution.

b. In order to carry out the provisions of this Section 6, the District Secretary shall prepare a cover letter to the financial institution, to be signed by the Chairman of the Board, enclosing a copy of the current Board resolution authorizing only certain signatories on the account or investment. The letter shall request that the financial institution respond in writing and provide the following information directly to the Chairman at his/her home mailing address:

- i. Written verification of the financial institution's receipt of a copy of the current Board resolution authorizing certain signatories on the type of account invested with the financial institution; and
- ii. A photocopy of the record of the financial institution which shows the actual signatures of the persons authorized to make withdrawals and transfers on the accounts or investments of the District with that institution.

c. Upon receipt of the financial institution's written reply, the Chairman of the board shall present such reply at the next Board meeting to verify all signatures on the accounts or investments. The originals of the replies of the financial institutions shall be maintained in a separate file with the District.

7. Bonding. All employees of the District who have been authorized to co-sign payments, transfers, deposits and/or withdrawals of District funds shall be bonded in an amount determined by the Board of Directors by an insurance company rated A or better in Best's Guide. The bonding of Directors under the insurance policy with SDRMA is deemed to be a sufficient performance bond as required by Public Resources Code 5784.9(e).

8. Internal Controls. By this Policy, the District has adopted in writing such internal controls as the Board reasonably believes is reasonably required to prevent loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District.

a. The Board of Directors shall on an annual basis establish a process for independent review of these controls by an external auditor in conjunction with the regular audits of the District's accounts and records pursuant to Public Resources Code Section 5788.25(a) and Government Code Section 26909.

9. Conflicts of Interest. Officers, staff and Board members involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the District's investment program or which could impair their ability to make impartial investment decisions.

a. Employees, officers and Board members shall disclose to the District Secretary any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any large personal financial or investment positions that could be related to the performance of the District. These disclosure requirements shall include complying with the disclosure and disqualification requirements as established by the Fair Political Practices Commission and Conflict of Interest Codes of the District.

RESOLUTION NO. 2014-004

CAMP MEEKER RECREATION & PARK DISTRICT

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMP MEEKER RECREATION & PARK DISTRICT AUTHORIZING OPENING
OF A CHECKING ACCOUNT WITH WELLS FARGO BANK**

WHEREAS, The Camp Meeker Recreation & Park District needs to establish banking services to act as a depository, paying agent for the holding and handling of its funds;

AND, whereas the District has determined Wells Fargo Bank had advised that it will provide a business checking account and other services to meet the District's needs;

THEREFORE, be it resolved that the Board of Directors of the Camp Meeker Recreation & Park District do hereby authorize the Board Treasurer and Finance Officer, Catherine J. Anderson, to establish an account with Wells Fargo Bank forthwith and arrange for appropriate signatures as follow:

Lynn E. Watson, Board President
Gary Helfrich, Vice President
Catherine J. Anderson, Secretary/Treasurer

It is hereby certified that the foregoing Resolution was duly introduced and legally adopted by the Board of Directors of the Camp Meeker Recreation & Park District during a meeting held on the 29th day of April 2014.

DIRECTORS:

LYNN WATSON _____ GARY HELFRICH _____ JEFF RUSCH _____

CATHERINE ANDERSON _____ ANTHONY TOMINIA _____

AYES _____ NAYS _____ ABSTAIN _____ ABSENT _____

SO ORDERED

CERTIFICATION

The following hereby certifies that the foregoing is a full, true, and correct copy of the resolutions duly and regularly adopted at a special meeting of the Board of Directors of the Camp Meeker Recreation and Park District held on April 29, 2014.

President

April 29, 2014

From: <Dennis.Loo@wellsfargo.com>
Subject: Wells Fargo response to banking services
Date: April 21, 2014 3:59:49 PM PDT
To: <admin@campmeeker.org>
Cc: <Christopher.P.Burger@wellsfargo.com>

Hi Cheryl,

I hope you are having a wonderful day! Per our conversation last week, here is our banking information. Based on our discussion, the District would not incur any monthly checking account fees and WF would be a competitive savings alternative to LAIF or the County Pool. Please don't hesitate to call me anytime!
Dennis

Business Checking – Public Funds – FDIC coverage for the first \$250,000. Wells Fargo Bank collateralizes in accordance with Government Code 53652.

\$12.00 monthly service fee that is waived with any one of the following:

\$3,000 minimum daily balance

\$6,000 average ledger balance

Transaction Fee:

First 150 per month – no charge

Over 150 per month – \$0.50 each

This refers to any combination of deposits, paid items and deposited items, including paper and electronic.

Cash Deposited Fee:

First \$5,000 per month – no charge

Over \$5,000 per month – \$0.30 per \$100 deposited

Business Market Rate Account - Public Funds

Wells Fargo Bank offers a competitive savings rate of .25% for current customers.

Wire Service

Wells Fargo Bank offers phone wires for many customers. The single outgoing wire fee is \$15.00, the incoming wire fee is \$11.00.

Credit Line

Wells Fargo Bank will evaluate a credit request based on review of the Districts last 3 years of Financials.

Dennis Loo, VP

Regional Industry Specialist

West Coast Business Banking

California Specialty Markets Group | Government and Not for Profit Banking

Wells Fargo Bank | 1510 Arden Way | Sacramento, CA. 95815

CHERYL DORAN GIRARD
CLIENT MEMORANDUM

TO: CAMP MEEKER RECREATION & PARK DISTRICT BOARD MEMBERS

FROM: CHERYL DORAN GIRARD

SUBJECT: APRIL 24, 2014 SOFTWARE CONTRACTS

DATE: APRIL 24, 2014

The research regarding the most appropriate software package for use as the basis for the District's accounting function has been completed.

The sub-committee and I recommend that the Board go forward with hosted services from Abila for MIP Fund Accounting 100 monthly subscription and with Soft Trac LLC for the software professional services needed for database setup, training and client care services.

Abila of Austin, Texas has been providing software specifically designed for governmental and non-profit financial management for 30 years. While the greater part of their customer base is server based, the company has moved into the hosted arena and mobile product solutions. Abila will provide access via remote desk protocol. Transaction data is backed up hourly with full backups on a secure, backed up and monitored in a SAS70 data center weekly, daily and on a differential basis. Data restoration is provided for as described in Abila's user agreement. Cost for the first three users is \$249.00 per month with an additional charge of \$49.00 for GASB reporting that is needed to accommodate the District's yearly audit. The user agreement requires 120-day termination notice.

Soft Trac, LLC has been providing financial and management software services to governmental and non-profit organizations alone for 15 years. The principals and staff of the organization have significant years of governmental and non-profit experience. They will provide Data Base setup services, professional training services and client care services to include unlimited e-mail, telephone, remote and web support, dedicated technical support, average response time of 2 hours but not later than 24 hours. They are able to provide data conversion services should we require. These services are all detailed in the Soft Trac purchase agreement. The deposit for the initial round of services is \$4,732.50

Both Abila and Soft Trac are well recommended by the clients they serve and there are no negative responses to inquiries.

Ms. Boyer conducted a separate inquiry through her Alameda County contacts and agrees that this meets the District's needs. Larry Johnson, the District's CPA, strongly recommends the use of the software and its services. This was his choice for his own office when he considered providing general accounting services to Districts in addition to audit.

District Counsel Manwell has reviewed the user agreements and contracts. He advises the agreements are standard and sees no impediment to moving forward.



SONOMA COUNTY TREASURY SEPARATION PROJECT SOFTWARE RESEARCH AND RECOMMENDATION

The availability of fund-governmentally focused accounting software is limited, and, is largely PC platform based.

Software programs of any consequence require Windows server equipment, an on-site printer, server-dedicated operating systems, in addition to the cost of purchasing software upgrades as well as ongoing equipment, software maintenance and out-sourced technical support. The District would have to purchase and house the equipment in a building where the fluctuation in temperature and humidity is uncontrollable. In short electronic equipment does not perform well in the District office and over time use of the building for equipment has been abandoned.

Therefore, the approach to software acquisition has been limited to those companies producing fund accounting software whose customer base is governmental and not-for-profit clients. Hosted versions only have been reviewed. Hosted versions eliminate the need for equipment and operating software purchases as well as the related costs. A hosted option requires minimal upfront investment, lower total cost over time, faster implementation schedule and a predictable yearly cost. These companies should also provide guaranteed uptime, regular and secure back-ups and maintenance, software upgrades and customer support.

The following areas were considered in the research of various companies providing dedicated fund accounting software:

I. Company:

- How long in business

- Respected name in the accounting software industry

- Familiarity

- Reseller performance-communication, availability, stake in our success

II. Software Elements:

- Governmental Components and Detail Options

- Module Add-ons, i.e., additional for Fixed Assets, Electronic Revenue processing, Payroll, and e-business capabilities, etc.

- Customizable reporting

III. Other Factors:

- Strong Security System

- Capacity

- Reporting Capabilities

- Ease of input

- Data validation

- Error handling

Programs Considered:

Fast Fund (Araize): Business: 29 years; Cloud based; Basic package is only Cash, JVs, GL; AP, AR, Cost allocations, budget all additional cost. Training fees/support additional cost; Discussion was with VP Sales and he didn't know much about budgets. May/may not run on Safari. Seems more geared to fundraising. Cost: \$75/month.

Denali Fund (Cougar Mountain): Business 32 years; Hosting must be prepaid for six months, tech support/training not up to par. Per Marin Transit staff: used previously problems with data recovery and reconstruction when failed. Unable to access prior years; Felt too private non-profit sector as lots of talk re: add fundraising module. Cost: \$125/month plus tech support and training

MIP Fund Accounting (Abila): Business 30 years, accessed remote desktop. Highly recommended by all contacts including non-profits, governmental (fire, transit and water). Reseller (Soft Track, LLC) provided online access to training and "sandbox," ease of data entry, ability to attach scanned items/notes to transactions (no one else has this). Restricted/non-restricted funds, holds all years, can't change postings--must make entry, system can import electronic information. Reseller (Sof Track) has been very helpful and spent considerable time insuring MAC platform access—reviews indicate their response time is fast with questions or problems.. Data is fully secure, backed up and monitored in a SAS70 certified data center. Larry Johnson recommends. Cheryl has previous experience with use of 1994 server based accounting program for PBGC and the company's fundraising software. Malcolm has reviewed contracts. Marin Transit—installed their own server, using AP/AR, Payroll, Fixed Assets Menlo Park Fire—easy to use, budget reporting really useful, bank reconciliation, Consultant set-up and training 1st year use their client care plan, well worth the cost. Arkansas Early Learning—using hosted option—allows their staff to access from various sites, love reports and ease of entry. Is slow if you don't have enough bandwidth—would not stop that from using though. Cost: \$298/month.

Quickbooks/Enterprise (Intuit): Business: 31 years, Cost: \$1000 plus \$60/month MAC version is less than other; extended outage of hosted option multiple downs, company forces upgrades, buggy, not geared for government, banking problems in software, not secure, not good data validation, error handling

NetSuite (NetSuite): Business: 16 years; is an integrated ERP and accounting software system (erp includes business management, planning, costing, development) Cost: \$399/month. Overkill—too costly.

Recommendation:

Given the overwhelmingly positive comments and experience with Soft Trac and its staff (the MIP partner/trainer/re-seller), Larry Johnson's recommendation and the research conducted by Ms. Boyer and I, it is recommended that the Board enter into contracts with MIP/Abila for monthly hosting and with Soft Trac for database establishment and related services.

Fund Accounting 100 - Hosted Subscription Summary and License Agreement



March 20, 2014

Prepared for:

Camp Meeker Recreation & Park District
Cheryl Doran-Girard
PO Box 461

Camp Meeker , CA 95419
707-545-2108

Subscription license includes:

Standard User Count

1	Standard Users (first 3 users)	\$249.00
0	Additional Standard Users (4+)	\$0.00

Includes the following standard modules:

General Ledger
Accounts Payable
Accounts Receivable Reporting
Bank Reconciliation
Budget Management
Data Import/Export
Forms Designer

Optional Modules

	Accounts Receivable Billing	\$0.00
	Advanced Security	\$0.00
	Allocation Management	\$0.00
	Direct Deposit	\$0.00
	EFT for AP	\$0.00
	Electronic Requisitions	\$0.00
	Encumbrances	\$0.00
	Fixed Assets	\$0.00
<i>purchased</i>	GASB Reporting	\$49.00
	Multicurrency	\$0.00
	Payroll	\$0.00
	Purchase Orders with Encumbrances	\$0.00
	Visual Analyzer (one concurrent seat)	\$0.00

Additional Users:

0	Additional Executive View Seats	\$0.00
0	Additional Databases (beyond 5 included with System)	\$0.00
0	Additional Electronic Requisitions Users	\$0.00
0	Additional Visual Analyzer Concurrent Users	\$0.00

Total Monthly Fee (includes Abila, Inc. Business Care Plan and hosting fees)

\$ 298.00

Set Up Fees

1	Organization Set Up Cost (\$450/Organization)	\$ 450.00
1	Database Set Up Cost (\$100/database)	\$ 100.00
1	User Set Up Cost (\$85/user)	\$ 85.00
Total One-time Setup Fees		\$ 635.00

Abila END USER LICENSE AND SUPPORT AGREEMENT

This Abila License and Services Agreement ("Agreement") is made by and between Abila, Inc., ("Abila" or "we") at 10800 Pecan Park Blvd, Suite 400, Austin, TX 78750 and Camp Meeker Recreation & Park District ("you") at PO Box 461, , Camp Meeker , CA 95419. Abila will grant you the right to use and access the Software as described below only upon your agreement to the following terms:

1. **Grant of License.** Subject to the terms in this Agreement, Abila hereby grants to you, a limited, non-exclusive, non-transferable license to access and use the Software over the Internet in consideration of your payment of the Monthly Fees and any other applicable fees. Abila will provide access to the Software within the standards provided in the Service Level Agreement ("SLA"), which is attached hereto and incorporated herein as Exhibit A, during the Term of the Agreement.

2. **Support Services.** Subject to the terms in this Agreement, we will provide you with Support Services ("**Support**") during the Term of this Agreement if you are current with your payments required under this Agreement. Support includes software upgrades and releases and telephone help desk support to address your questions about the use and operation of the Software and evaluate problems with the Software. You agree to the terms and conditions of Support at the following website: <http://na.sage.com/sage-nonprofit-solutions/product-support>

3. **Monthly Fees.** You agree to pay the Monthly Fees, as set forth on the applicable order form or invoice, which is incorporated herein. Abila may change the Monthly Fees by providing you with 60-days advance written notice.

4. Your Obligations.

- (a) Generally. You must: (i) remain current on the Monthly Fees; (ii) use reasonable security precautions in light of your use of the Software; (iii) comply with the laws applicable to your use of the Software; (iv) cooperate with Abila's reasonable investigation of Software outages, security problems, and any suspected breach of the Agreement; and (v) maintain your account information current.
- (b) Management of Your End Users. With respect to the operation, maintenance and use of your account, you agree as follows: (i) you will comply with all applicable laws and sound industry web standards; (ii) you will manage the access to and use of your software to prevent any unauthorized use of the Software; (iv) you will take all reasonable steps necessary to immediately stop any unauthorized use of the services/Software by any end users; and (v) upon discovery, you will immediately notify Abila of any suspected or actual unauthorized use of the Software.
- (c) Acceptable Use Policy. Abila's AUP, attached as Exhibit B, must be complied with during the term of this Agreement. We may change the AUP to add restrictions on your use of the Services provided that any new restrictions are reasonable and consistent with hosting industry norms. Any changes to the AUP made during the term of your Agreement will become effective as to you upon the first to occur of: (i) renewal, (ii) your execution of a new service order for your configuration, or (iii) 30 days following our notice to you describing the change. If a change to the AUP materially and adversely affects you, you may terminate the Agreement by giving us written notice of termination on such grounds no later than 30 days following the date the change became effective as to you. We will not charge you an early termination fee for a termination on such grounds. If you terminate any Service because we have modified our AUP in a way that adversely affects you, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

5. Term, Termination and Suspension of Support.

- (a) Term. The term for this Agreement begins on the Effective Date and continues monthly until terminated pursuant to this Section. ("**Term**"), unless terminated pursuant to this Section.
- (b) Termination. If You elect to terminate your Agreement or reduce your license count, you must send Your notice of the termination or reduction to Your customer account manager and include Your name, Abila customer number, and the name of the Software.
- (c) Effect of Termination. Your License will terminate, or Your license count will be reduced, 120 days from the end of the Your current billing cycle (the "Termination Date"). You shall be responsible for (i) all Monthly Fees that fall due, and (ii) retrieving Your data from the Software, before the Termination Date. For example, if You provide notice on January 19th, Your license would terminate 120 days from January 30, or May 31.
- (d) Termination for Breach. You may terminate this Agreement for breach if we materially fail to provide access to the Software as provided in this Agreement and do not remedy that failure within 30 days of your written notice describing the failure, or if we materially fail to meet any other obligation stated in this Agreement and do not remedy that failure within 30 days of your written notice describing the failure. We may terminate this Agreement for breach if we discover that any information you provided to us is materially inaccurate or incomplete, the individual signing this Agreement did not have legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, your payment of any invoiced amount is overdue and you do not pay the overdue amount within 10 Business Days of our written notice or you fail to comply with any other provision of the Agreement and do not remedy the failure within 30 days of our notice to you describing the failure.

6. Disclaimers.

- (a) Warranty Disclaimer. THE SOFTWARE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. Abila DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL, OR WRITTEN) WITH RESPECT THERETO AND WITH RESPECT TO ANY SUPPORT RELATED THERETO, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF DATA, AND WARRANTIES ARISING FROM A COURSE OF DEALING. YOU ACKNOWLEDGE THAT Abila IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM OR IN CONNECTION WITH THE USE OF THE SOFTWARE. Abila EXPRESSLY DISCLAIMS PARTICULAR RESULTS. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER PROGRAM DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, AND (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE.
- (b) Other Limitations. Abila and its suppliers will have no responsibility under these limited warranties for any part of the Software that has been modified, lost, stolen or damaged by accident, abuse or misapplication. No employee, agent or representative of Abila or any other third party, is authorized to make any warranty with respect to the Software, except those expressly stated in this Agreement.

7. Exclusions, Limitations, and Disclaimer.

- (a) Exclusion of Damages. Abila shall not be liable for any special, indirect, incidental, consequential or punitive damages, even if Abila has been advised of the possibility of such damages, including damages or costs incurred as a result of loss of time, data, profits, opportunity cost or use of the Software, nor for damages or costs incurred in connection with obtaining substitute software, claims made against you by others or similar costs. You acknowledge that there are risks inherent in internet connectivity that could result in the loss of your privacy and Confidential Information.
- (b) Third Party Exclusions. We may arrange for you to license third party software, services or products that are not a part of the Software. Abila MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH THIRD PARTY PRODUCTS AND RELATED SERVICES AND SUCH SERVICES ARE PROVIDED "AS IS." Your use of any third party software, services and products is governed by the terms of your agreement with the third party, even if we allow you to access that software or service through the Software.

(c) **Limitation of Liability.** Abila is not liable to you for failing to provide ACCESS TO the software unless such failure results from our gross negligence, willful misconduct, or intentional breach of this Agreement. The dollar credits stated in the Statement of FEES and SLA are your sole and exclusive remedy for our failure to meet THE SLA, for which dollar credits are provided. You acknowledge and agree that this Agreement allocates risk between you and Abila as authorized by applicable law, and that the pricing of Abila's products IS FAIR AND reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in full force and effect. THE MAXIMUM AGGREGATE MONETARY LIABILITY OF Abila UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO Abila FOR THE SOFTWARE AND SERVICES DURING THE TWELVE MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

(d) **Disclaimer.** Your purchases hereunder are not contingent or dependent on the delivery of any future functionality or features.

8. Unauthorized Access and Use, Copying, Ownership and Restrictions.

(a) **Unauthorized Access to Your Data or Use of the Software.** Abila is not responsible to you for unauthorized access to your data or the unauthorized use of the Software. You are responsible for the use of the Software by your employees, any person to whom you have given access to the Software and any person who gains access to your data or the Software as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

(b) **Authorized Users and Copying.** You may permit your subsidiaries and affiliates to use the Software, but you are responsible for use of the Software by any third party as if you were using the Software. Abila will provide support only to you, and not to any other person you authorize to use the Software. There are no third party beneficiaries to the Agreement. You may not copy the Documentation in any manner.

(c) **Ownership of Hardware.** You do not acquire any ownership interest in or right to possess the servers or other hardware we use to provide Software, and you have no right of physical access to the hardware. We do not acquire any ownership interest in or right to the information you transmit to or from or store on the servers or other devices.

(d) **Ownership of Data for Abila Fundraising Online Customers.** You will own all right, title, and interest in and to any data that Abila may collect from you or in connection with your use of the Software, including trade name and logos ("your Data"). You hereby grant and agree to grant to Abila a perpetual, irrevocable, non-exclusive, royalty-free license to use your Data (i) to provide services to you; (ii) for statistical use provided any personally identifiable components are removed; and (iii) as necessary to monitor and improve Support.

(e) **Ownership of Software.** You agree and acknowledge that Abila owns and will continue to own all right, title, and interest in and to the Software and Documentation, including all modifications, improvements, upgrades, and derivative works in any way related to the Software, and all related intellectual property rights. If necessary, you agree to assign all right, title, and interest you may have in the foregoing to Abila. You agree that, to the extent you may provide or create any feedback or innovations in connection with the Software ("Feedback"), you hereby assign and agree to assign all of your right, title, and interest in and to such Feedback to Abila. If for any reason your assignment of the Feedback is ineffective, you hereby grant and agree to grant to Abila a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and otherwise exploit such Feedback without restriction. Abila agrees to reimburse you for your actual reasonable cost of providing Abila any requested cooperation.

(f) **Restrictions.** You agree not to, either directly or indirectly, (i) modify, adapt, reverse engineer, disassemble, de-compile or otherwise derive source code from the Software; (ii) create derivative works based on the Software; (iii) make unauthorized copies of the Software; (iv) transfer the Software or any part thereof to any third party without Abila's prior written consent, (v) use the software that embodies the Software other than as intended and directed by Abila in connection with its integration with your website, or (vi) resell the Software. You agree not to remove, alter, cover or obfuscate any copyright notices, logo or other proprietary rights notices or proprietary mark placed or embedded on or in the Software.

(g) **Abila ADVISOR - PRODUCT ENHANCEMENT PROGRAM.** If you have not previously opted out of participating in our Product Enhancement Program ("PEP") you may automatically be enrolled in PEP when you install the Program. Through PEP, Abila collects information on your hardware and how you use and when you install the Program and its in-product Help and services. This information helps Abila identify trends and usage patterns to improve the quality of the products and services Abila offers.

9. Miscellaneous.

(a) **Use of Subcontractors.** We may use subcontractors to provide the Software and Support or any other service or software that we agree to provide to you and will be responsible to you for the work they perform as if we had performed the work ourselves.

(b) **Confidential Information.** Each of us agree: (i) not to disclose Confidential Information to any third party, except for subcontractors, agents and representatives who agree to confidentiality terms similar to those in this Agreement, (ii) to only use Confidential Information for the intended business purpose related to the Agreement, and (iii) to protect Confidential Information from disclosure or misuse by using at least a reasonable degree of care. "Confidential Information" means your Data or any confidential or proprietary information that Abila may provide to you in connection with the Software. If either you or Abila is required to disclose Confidential Information in response to a valid order of a court of competent jurisdiction or authorized government agency, each agrees to promptly notify the other in writing to provide the other an opportunity to obtain a protective order prior to any disclosure. You and Abila agree to reasonably cooperate with each other in seeking any protective orders.

(c) **Abila Indemnification Generally.** Abila shall defend, indemnify and hold you harmless for any third party claims related to Abila's actual or alleged gross negligence and willful misconduct and shall pay the damages finally awarded against you by a court of competent jurisdiction with respect to any such claim, provided however, you must: (i) promptly notify Abila in writing upon becoming aware of the claim, (ii) give Abila such information and assistance as is reasonable under the circumstances, (iii) give Abila sole control over the defense of the action and any negotiation for settlement, and (iv) take no action that, in Abila's reasonable judgment, impairs Abila's defense of the action.

(d) **Abila Intellectual Property Indemnification.** If an action is brought in which a third party claim is made that the Software or the Documentation infringes, or induces infringement of, or contributes to infringement or misappropriation of, or constitutes a material part of infringement or misappropriation of, any U.S. patent, U.S. copyright or U.S. trade secret rights of a third party, or that any Abila trademark licensed to and used by you pursuant to this Agreement infringes any U.S. trademark rights of a third party, Abila shall hold harmless and defend, at its expense, you against such action and shall pay the damages and costs finally awarded against each such party in such action. Notwithstanding the foregoing, Abila shall have no obligations under this Section if and to the extent that such infringement or other claim was caused by (i) Abila's compliance with you specifications and requirements, (ii) modifications to the Software made by any party other than Abila or under the direction of Abila (iii) use of the Software other than as permitted by this Agreement, (iv) infringement or misappropriation of any non-U.S. Intellectual Property, or (v) the combination, operation or use of Software with any equipment, devices or software not supplied by Abila to the extent such a claim would have been avoided if the Software was not used in such combination. The remedies set forth in this Section constitute your sole remedies for claims of intellectual property infringement. You must notify Abila promptly upon learning that a claim has been asserted (provided that the failure to provide such notification shall not relieve Abila of its obligations under this Section unless such failure prejudices Abila's ability to defend the claim), (ii) that Abila has sole control over the defense of the action and any negotiation for its settlement or compromise, and (iii) that you take an action that, in Abila's reasonable judgment, impairs Abila's defense of the action. Abila shall have the right to settle any action. In the event that the Software is held, or in Abila's reasonable opinion may be held, to infringe, Abila at its expense and at its sole discretion, will either (i) obtain for you the right to continue to use the Software as contemplated herein, (ii) modify the Software so that it becomes non-infringing, or (iii) replace the Software with a functionally equivalent non-infringing product at no additional cost to you.

(e) **Customer Indemnification.** You shall defend, indemnify, and hold Abila and its suppliers, affiliates, officers, directors, employees and agents harmless for your: (1) actual or alleged gross negligence, willful misconduct or failure to meet the obligations under this Agreement, (2) violation of any applicable law, including but not limited to failure to pay taxes, or (3) violation of your agreement with your customers, representatives or employees. You shall pay the damages finally awarded against Abila by a court of competent jurisdiction with respect to any such claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, any other person to whom you have given access to the Software, and any person who gains access to the Software as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you.

(f) **Publicity.** You agree that, upon agreement between Abila and you, we may publicly disclose that we are providing services to you and may include your name in promotional materials including press releases and on the Abila website. Neither of us may publicly use the other party's logo or other trade or service mark without written permission.

(g) **Jurisdictional Rights.** This Agreement gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so some or all of those sections of the Agreement may not apply to you.

(h) **Assignment.** You may not assign this Agreement without Abila's prior written consent, which shall not be unreasonably withheld.

(i) **Force Majeure.** The delay or inability of either party to perform its obligations under this Agreement (other than payment), if caused by Force Majeure, as defined below, shall not constitute a breach or default and shall not subject such party to liability to the other so long as such Force Majeure event persists. A "Force Majeure" event shall include, without limitation, civil disturbances, epidemics, natural disasters, wars, acts of terrorism, acts of God and all other such events outside the control of the parties that could not be avoided by the exercise of due care.

(j) **Consent to Receive Materials.** You hereby give Abila permission to send You information regarding Abila's products and services by various delivery methods.

(k) **Entire Agreement, Amendment, Waiver and Severability.** This Agreement, together with the professional services agreement, schedules, exhibits, addenda, amendments and attachments thereto, is the entire agreement between you and us, and it supersedes all prior proposals, agreements and undertakings, both written and oral, with respect to the subject matter of this Agreement. This Agreement is binding upon and inures solely to the benefit of the parties hereto and their permitted assigns and nothing in this Agreement, express or implied, is intended to or will confer any right or remedy upon any other person or entity. Except as otherwise set forth herein, this Agreement may not be amended or modified, and no right or remedy under this Agreement may be waived, except by a writing signed by you and us that specifically refers to this Agreement. Our failure or delay in exercising any right or remedy will not operate as a waiver of any other right or remedy hereunder. If any provision of this Agreement is held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: Statement of Fees, SLA, any addendum or amendment to this Agreement, and this Agreement.

(l) **Headings.** The headings used herein are included for reference only and shall not affect the meanings or interpretation of this Agreement.

(m) **Survival.** Sections 4, 5, 6, 7, 8, 9(b), 9(g), 9(k), 9(m), 9(o), 9(p), and 9(q), and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

(n) **Counterparts and Execution by Fax.** This Agreement may be executed in one or more counterparts, each will be deemed as original, and together will constitute one and the same agreement, facsimiles accepted.

(o) **Dispute Resolution.** Any disputes arising out of or relating to this Agreement, including without limitation, the validity, enforceability or scope of this Agreement, shall be submitted to binding arbitration. Judgment upon the award may be entered in any court having jurisdiction. This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws provisions thereof or to the United Nations 1980 conventions on the International Sale of Goods. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les Parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE YEAR AFTER IT AROSE, OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE ENFORCEMENT BY ABILA OF ANY OF ITS INTELLECTUAL PROPERTY RIGHTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

(p) **Notices.** Notice under this Agreement must be made, by sending it via certified mail, return receipt requested, or a nationally known carrier, to the addresses set forth above. Abila's routine communications regarding the Software and legal notices will be sent to the individual(s) you designate as your contact(s) on your account. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in English.

(q) **Compliance with Laws.** You agree that you have the sole responsibility for complying with all federal and state laws which may apply to your business and fundraising activities, including without limitation, those relating to elections, campaign finance, fundraising, and the control of imports and exports of technical data. You acknowledge and agree that Abila's relationship with you is that of a third-party independent contractor only. You agree that Abila is not responsible in any manner for any business activities in which you are engaged, including any of your fundraising activities. You acknowledge your obligation to perform all analysis and calculations required by applicable law for all relevant parties including Abila.

10. Definitions.

"Agreement" means this Abila License and Services Agreement, the order forms and license fee invoices which are incorporated herein by reference and made a part hereof, and Support Services information found at www.npsa.com.

"AUP" means the Abila Acceptable Use Policy attached to this Agreement as Exhibit B.

"Business Day" or **"Business Hours"** for Fund Accounting and Grant Management, 7:00 a.m.–7:00 p.m. Monday through Friday, United States Central Time, for Fundraising and Fundraising Online, 7:00 a.m.–6:00 p.m. Monday through Friday, United States Central Time. Business Hours and Business Days exclude Abila holidays.

"Documentation" means the Software specifications that are set forth in the help files of the Software and any release-related notes, guides or manuals Abila publishes specific to the Software.

"Monthly Fees" means the monthly fees set forth in the applicable order form or invoice that you must pay for the Software and Services, which includes payment for use of the Software, hosting services, and support services.

"Abila" includes Abila, Inc., its affiliates, and partners.

"Abila Online Services" means the information technology hosting services detailed in the service order, SLA and AUP that provides access to the Software.

"Software" means collectively either Fund Accounting, Fundraising, Fundraising Online, or Grant Management, along with any enhancements or corrections thereof or new release thereto, and the related documentations and user manuals that may be provided to you under this Agreement.

“Service” or “Services” means, collectively, the Abila Online Services and any supplemental services we may provide to you. “SLA” means the Service Level Agreement attached hereto as Exhibit A.

11. Abila, Inc. Professional Services Terms and Conditions

The Abila, Inc. Professional Services team will be responsible for configuring your Abila Online Service database(s) and user access. This setup includes the fo

- Uploading of existing MIP Fund Accounting and/or Fundraising 50 database(s)
- Creation of active directory users for all names supplied (Windows Network Authentication is required)
- Delivery of documentation which instructs users how to setup Remote Desktop Connections (RDP)
- Basic printer access testing
- A 30 minute recorded webcast explaining the key highlights of the Abila Online Services system with details about the subtle differences between a hosted system vs. an on premise installation.

The Abila, Inc. PSG and Support teams are not responsible for network connectivity, configuration, security ports and firewall access, or advanced network troubleshooting.

Customer

Signature

Printed Name

Title

Date:

Abila, Inc.

Signature

Printed Name

Title

Date:

Exhibit A

SERVICE LEVEL AGREEMENT

The following components are covered by this SLA:

SECTION	COMPONENT	DESCRIPTION
1	System Outages	System outages resulting in impaired access to the hosted system
2	Backup & Restore	Backup and restore procedures and response times.
3	System Availability	Availability of hosted system to Abila Online Services Customers and Authorized Users
4	Limitations	Limitations on credits due to Abila Online Services Customers

1 SYSTEM OUTAGES.

1.1 Support Requests. Abila will provide standard support during Business Hours. In the event of a system outage or impairment, you may notify Abila emergency support, between 7 AM and 11 PM Central Standard Time Monday through Friday excluding federal public holidays, by contacting the on-call technical staff at 512-810-8365. Any non-system outage or impairment calls made to this number will be subject to a misuse fee that will be applied to your next monthly bill. For all other application issues, training, or general questions please contact our standard Abila support number at 800-945-3278.

1.2 Response Times. Abila will respond to support requests under this SLA within the following time frames:

Severity Level	Example	Response Time
Emergency: The Service is down	You cannot access the service from the public Internet.	Within 30 minutes
Urgent: The Service is functioning improperly or at less than optimal performance	The Service is accessible but in a reduced state (timeouts or slow response)	Within 90 minutes

1.3 Exclusions. This SLA is for unscheduled system outages (as defined above) only and does not cover application support for the Product. This SLA also excludes connectivity issues that are caused by your infrastructure, acts of nature, or any other circumstance preventing connectivity that is out of the control of Abila or its partners.

1.4 Notification. Abila will contact you via e-mail, telephone, or both depending upon the severity of the situation.

1.5 Remedy. If Abila fails to meet the response time guarantees stated in this Section 1, then you are entitled to a credit of \$50 per event, up to 100% of your total monthly recurring fee for any calendar month.

2. RESTORATION OF BACKED-UP DATA

2.1 Data Back-up. Back-ups will be performed on a weekly, daily and full differential basis to a central shared tape library. In addition, transaction log back-ups will occur hourly during normal business hours and on weekdays. Back-ups will be retained for two weeks.

2.2 Data Restoration

2.2.1. Local Restores. Abila will initiate restoration of customer data stored onsite within three hours of the time that customer requests the restore via a support ticket during normal business hours. You are allowed one free local restoration event per calendar month. Additional restores will be billed at Abila's standard professional services hourly rates with a one hour minimum.

2.2.2. Offsite Restores. Abila will initiate restoration of customer data stored offsite within six hours of the time that customer requests the restore via a support ticket during normal business hours. You are allowed one free offsite restoration event per calendar year. Additional restores will be billed at Abila's standard professional services hourly rate with a two hour minimum. If offsite data is not accessible due to acts of God, nature, or any other non-preventable incident this time frame will be extended and communicated to the customer with full disclosure as to the nature of the situation.

2.3 Remedy. If Abila fails to restore the back-up data that you have selected in accordance with the standards stated in this Section 2, you are entitled to a service credit of 5% of your monthly recurring fee per event, up to 100% of your monthly recurring fee for any calendar month.

3. SYSTEM AVAILABILITY

3.1 System Availability. Abila will undertake commercially reasonable measures to ensure the System Availability equals or exceeds 99.0% during each calendar month. System Availability shall be defined according to the following formula:

$$\text{System Availability} = (T - U - S) / (T - S) \times 100\%$$

T = Total Monthly Time

U = Unscheduled Downtime

S = Scheduled Downtime

3.1.1 Unscheduled Downtime. The total amount of time during any calendar month, measured in minutes, during which you are not able to access the features and functions of the Abila Online Services other than Scheduled Downtime. Abila's vendor will be the designated party responsible for monitoring and tracking system availability.

3.1.2 Scheduled Downtime. Scheduled Downtime will be limited to the hours of 12 AM to 6 PM Central Time on Saturday and Sunday. These maintenance windows may be changed with a best effort of 48 hours' notice via the customer community. Abila reserves the right to perform scheduled Maintenance at any time during these hours. Additionally, Abila may need to perform urgent, but not emergency maintenance on the hosted system that cannot be performed during the hours specified above. In those cases, the Scheduled Downtime will be limited to the hours of 10 PM and 6 AM Central Time Monday through Sunday. Abila will endeavor to provide as much notice as possible. Customers may request Abila to refrain from performing maintenance during the Scheduled Downtime hours by submitting a support ticket with their request of at least two business days' notice. Abila will make reasonable efforts to accommodate customer's requests.

3.1.3 Routine Maintenance. Routine maintenance includes upgrades or repairs to shared infrastructure, such as core routing or switching infrastructure as well as software patches and updates.

3.1.4 Scheduled Customer Maintenance. Scheduled customer maintenance includes maintenance of the Abila Online Services configuration that a customer may request and that Abila schedules with customer in advance (either on a case by case basis, or based on standing instructions), such as user additions or removal.

3.2 Reporting on System Availability. Abila will work with its hosting vendor to provide complete reporting of SLA compliance on a basis to be determined, if requested by a customer.

3.3 Remedy. If Abila fails to meet the System Availability guarantee stated in this Section 3, the customer is entitled to a credit of:

Service Level	Credit % of total monthly recurring fee
97% - 98.9%	2%
95% - 96.9%	5%
85% - 94.9%	10%
Less than 84.9%	100%

Credits will be paid up to 100% of total monthly recurring fee. If Abila fails to meet the System Availability guarantee for any consecutive three month period, You shall have the right to terminate the Agreement without penalty.

4. LIMITATIONS ON CREDITS

4.1 Cumulative Dollar Amount. Notwithstanding anything in this SLA to the contrary, the maximum total credit for any calendar month, including all guarantees, shall not exceed 100% of monthly recurring fee for the affected configuration and customer. Credits that would be available but for this limitation will not be carried forward to future months.

4.2 Extraordinary Events. You are not entitled to a credit for downtime or outages resulting from denial of service attacks, virus attacks, hacking attempts, or any other circumstances that are not within Abila's control.

4.3 Your Breach of the Agreement. You are not entitled to a credit if it is in breach of the Agreement (including payment obligations) at the time of the occurrence of the event giving rise to the credit until the customer has cured the breach. You are not entitled to a credit if the event giving rise to the credit would not have occurred but for Your breach of the Agreement.

4.4 REQUESTS. You must request a credit in writing either via a support ticket or by postal mail no later than seven days following the occurrence of the event giving rise to the credit. Abila will contact you within 30 days to approve or reject the claim or to request more information. If the claim is approved, the credit will appear on your monthly invoice following approval.

4.5 EXCLUSIVE REMEDIES. Your right to receive credits as described in this SLA are its sole and exclusive remedy for Abila's failure to meet the guarantees for which credits are provided.

4.6 DEFINED TERMS. Capitalized terms that are not defined in this SLA shall have the meaning given them in the Agreement.

Exhibit B

Acceptable Use Policy

Capitalized terms shall have the meaning set forth in the Agreement.

Abuse: You may not use Abila's network or Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
2. Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
3. Interference with service to any user of the Abila or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
4. Use of an Internet account or computer without the owner's authorization;
5. Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
6. Collecting or using information without the consent of the owner of the information;
7. Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
8. Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
9. Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft's "ad/remove" tool); or
10. Any conduct that is likely to result in retaliation against the Abila network or website, or Abila's employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).

Bulk or Commercial Email: You must comply with the CAN-SPAM Act of 2003 and other laws and regulations applicable to bulk or commercial email. In addition, you must obtain Abila's advance approval for any bulk email, which will not be given unless you are able to demonstrate all of the following to Abila's reasonable satisfaction:

1. Your intended recipients have given their consent to receive email from you via some affirmative means, such as an opt-in procedure;
2. Your procedures for seeking consent include reasonable means to ensure that the person giving consent is the owner of the email address for which consent is given;
3. You retain evidence of each recipient's consent in a form that can be promptly produced on request, and you honor recipient's and Abila's requests to produce consent evidence within 72 hours of receipt of the request.
4. You have procedures in place that allow a recipient to revoke its consent, such as a link in the body of the email, or instructions to reply with the word "Remove" in the subject line. You honor revocations of consent within 48 hours, and you notify recipients that the revocation of its consent will be implemented in 48 hours;
5. You must post an email address for complaints, such as abuse@yourdomain.com, in a conspicuous place on any website associated with the email, register that address at abuse.net, and promptly respond to messages sent to that address;
6. You must have a Privacy Policy posted for each domain associated with the mailing;
7. You have the means to track anonymous complaints;
8. You may not obscure the source of the email in any manner. Your email must include the recipients email address in the body of the message or in the "TO" line of the email; and
9. You must not attempt to send any message to an email address if three consecutive delivery rejections have occurred and the time between the third rejection and the first rejection is longer than 15 days.

These policies apply to messages sent using Abila Online Services, or to messages sent from any network by you or any person on your behalf that directly or indirectly refer the recipient to a site or an email address hosted via Abila Online Services. In addition, you may not use a third party email service that does not practice similar procedures for all its customers. These requirements apply to distribution lists prepared by third parties to the same extent as if the list were created by you. Abila may test and otherwise monitor your compliance with its requirements, and may block the transmission of email that violates these provisions.

Vulnerability Testing: You may not attempt to probe, scan, penetrate or test the vulnerability of a Abila system or network or to breach Abila's security or authentication measures, whether by passive or intrusive techniques, without Abila's express written consent.

Offensive Content: You may not publish or transmit via Abila's network and equipment any content or links to any content that Abila reasonably believes:

1. Constitutes, fosters, or promotes any type of pornography or bestiality;
2. Is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
3. Is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
4. Is defamatory or violates a person's privacy;
5. Creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
6. Improperly exposes trade secrets or other confidential or proprietary information of another person;
7. Is intended to assist others in defeating technical copyright protections;
8. Infringes on another person's copyright, trade or service mark, patent or other property right;
9. Promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
10. Is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Abila; or
11. Is otherwise malicious, fraudulent or may result in retaliation against Abila by offended viewers.

Content "published or transmitted" via Abila's network or equipment includes web content, email, bulletin board postings, chat and any other type of posting or transmission that relies on the Internet.

Copyrighted Material: You may not use Abila's network or equipment to download, publish, distribute, or otherwise copy in any manner any text, music, software, art, image or other work protected by copyright law unless:

1. You have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
2. You are otherwise permitted by established United States copyright law to copy the work in that manner.

Abila may terminate the service of copyright infringers.

Owner: You must have valid and current information on file with your domain name registrar for any domain hosted on the Abila network. You may only use IP addresses assigned to you by Abila in connection with customer's Abila services. You agree that if the Abila IP numbers assigned to your account are listed on Spamhaus, Spews, NJABL or other abuse databases, you will be in violation of this AUP, and Abila may take reasonable action to protect its IP numbers, including suspension and/or termination of your service, regardless of whether the IP numbers were listed as a result of your actions.

Consequences of Violation of AUP: Abila may charge you its hourly rate for AUP breach recovery (the current professional services hourly rate) plus the cost of equipment and material needed to:

1. Investigate or otherwise respond to any suspected violation of this AUP,
2. Remedy any harm caused to Abila or any of its customers by the violation of this AUP,
3. Respond to complaints, including complaints under the Digital Millennium Copyright Act,
4. Respond to subpoenas and other third party requests for information as described in the Agreement, and
5. Have Abila's Internet protocol numbers removed from any abuse database. No credit will be available under the SLA for interruptions of service resulting from AUP violations.



Purchase Agreement

March 20, 2014

Cheryl Doran-Girard
Camp Meeker Recreation & Park District
PO Box 461
Camp Meeker, CA 95419

Soft Trac LLC is pleased to submit our proposal to Camp Meeker Recreation & Park District for the software professional services described herein.

		Hosted Subscription Option	Deposit
A	Software Modules - Abila MIP Fund Accounting		
	General Ledger	\$249.00	
	Accounts Payable	Included	
	Accounts Receivable Reporting	Included	
	Bank Reconciliation	Included	
	Budget Management	Included	
	Data Import/Export	Included	
	Forms Designer	Included	
	GASB Reporting	\$49.00	
	Abila Annual Maintenance & Support	Included	
	Total <u>Monthly</u> Software Costs	\$298.00	
B	Professional Services	Hours	
	Professional Services	15	\$2,475.00 \$1,237.50
	Database Setup		\$2,500.00 \$1,250.00
	Soft Trac ClientCare Plan (Silver)		\$2,195.00 \$2,195.00
	Total Professional Services		\$7,170.00 \$4,682.50
C	Other Costs		
	Processing Fee	\$50.00	\$50.00
	Sales Tax will be assessed if applicable		
	Organization Setup Costs (Hosted SaaS) \$450 Each	\$450.00	
	Database Setup Costs (Hosted SaaS) \$100 Each	\$100.00	
	User Setup Costs (Hosted SaaS) \$85 Each	\$85.00	
	Total Other Costs	\$685.00	\$50.00
	Total Estimated Costs for First Year	\$11,431.00	\$4,732.50

Notes:

1. Professional Services include consultation and training.
2. Database Setup includes building of the database based on initial implementation meeting, import of chart of accounts, vendors and customers.
3. Data Integration Services are available to interface data from other software applications to Abila MIP Fund Accounting. These services will be quoted upon request.
4. Data Conversion services can be provided upon request. Common services include Opening Trial Balance and Summary GL Records for up to 12 months. These services will be quoted upon request.

Soft Trac, LLC
361 US Route One
Falmouth, ME 04105
207.221.0340

Camp Meeker Recreation & Park District

Initial

5. Additional Abila MIP Fund Accounting paperwork will need to be completed to finalize purchase of the MIP subscription software including subscription summary and EULA. A credit card and/or bank information will be provided to Abila by Camp Meeker for the monthly recurring charges as well as the software hosted setup fees.
6. This quote includes one database setup for hosting. If additional databases are needed, there will be an additional \$100 per database hosting setup fee.
7. Services can be provided either onsite or remote. This estimate is for remote services. If onsite services are requested, then out of pocket and travel costs will be in addition to the above estimates.
8. Soft Trac ClientCare Plan (Silver) provided unlimited remote support and begins 3 months after purchase and is renewable annually thereafter.

Terms & Conditions

Unless specified herein, our standard terms and conditions will apply. Please see attached terms and conditions (STL 201401).

Deposit of \$4,732.50 due with signed agreement.

Accepted on behalf of Camp Meeker
Recreation & Park District

Accepted on behalf of Soft Trac, LLC

By _____

By S. B. Campbell

Name (Print)

Susan B Campbell
Vice President

Title

E-Mail

Date

March 20, 2014
Date

Soft Trac, LLC
361 US Route One
Falmouth, ME 04105
207.221.0340

Camp Meeker Recreation & Park District

Initial



Soft Trac, LLC

Standard Terms & Conditions

Payment Terms: 15 days from date of invoice.

Credit Card Surcharge: Soft Trac can accept credit card payment for software and services. There will be a 5% surcharge added to the total cost for all orders paid via credit card.

Prices: All prices quoted are valid for 30 days from date of Agreement.

Sales Tax: Soft Trac collects sales tax as required by Maine state law. Current Maine State Sales tax is 5.5%. The purchaser is responsible for providing Soft Trac with a tax exempt certificate if applicable.

Deposits: One hundred percent (100%) of software and fifty percent (50%) of professional services are due upon acceptance. Training classes and webinars must be paid in full prior at time of registration. *Receipt of deposit indicates acceptance of agreement.*

Rates: May be subject to change if project not completed within one year of acceptance of Agreement.

Travel Time: Charged at one half the consulting rate when onsite visit exceeds four (4) hours. The full consulting rate will apply when onsite visit is less than four (4) hours.

Delivery & Acceptance: Except by mutual consent in writing, customer agrees to deliver any resources required to complete the project in a manner that enables Soft Trac, LLC to meet its obligation as outlined by the scope of the engagement.

Cancellation Policy: All software sales are final. Deposits are non-refundable. Customer acknowledges that pricing afforded herein is predicated on fulfillment of the Agreement as set out. Upon default in the payment for products or services delivered hereunder, or refusal to accept such products or services when delivered or attempted to be delivered in accordance with the terms of this agreement, then there shall be due and payable to Soft Trac, LLC the full list price for such products and/or services set out above, in addition to such other remedies as may be afforded for breach of the terms herein set out.

Confidentiality: Soft Trac agrees to treat as confidential all the information provided by the organization and its affiliates to the extent that such information is so designated.

Assignment: This agreement is nontransferable.

Relationship: Soft Trac is an independent contractor and nothing in this agreement shall be construed as creating an agency, joint venture, or employment relationship.

Governing Law: This agreement shall be interpreted and construed in accordance with the laws of Maine.

Understanding of Scope: The Agreement sets forth the entire understanding pertinent to the rendering of services by Soft Trac, LLC. If during the course of the engagement, we determine circumstances are such that substantially greater work is required than estimated, we will discuss it with you and gain your approval before proceeding.

Incidental Charges: Out of pocket expenses such as lodging, meals and other travel expenses will be billed at actual cost as incurred except as follows.

Meals will be charged at cost unless overnight travel is required at which time meals will be charged at a per diem rate of \$75.00.

Mileage is charged at the IRS rate in effect at the time of service.

Software Warranty: Software is covered by the applicable software publisher's license agreement. In no event shall Soft Trac be liable for any indirect, incidental or consequential damages whatsoever arising out of the user or inability to use products sold hereunder.

Professional Services Warranty: Soft Trac warrants its services for 30 days from date services provided. Any claims must be made in writing and sent to Soft Trac, LLC, 361 US Route 1, Falmouth, Maine 04105 or e-mailed to executives@softtrac.com with subject line of "Professional Services Warranty". All such requests will be reviewed and final determination or resolution will be made by Soft Trac.



Soft Trac ClientCare

Your Sage software is essential to your success and Soft Trac's ClientCare plans will provide you with the technical expertise you need to keep your system running smoothly. Soft Trac offers three levels of annual ClientCare plans designed with your most-frequently requested service options in mind.

Each plan is designed to answer routine "how to" and procedural questions about using the software and to help troubleshoot specific problems. Support is provided by telephone, email, and remote connection.

Bronze ClientCare \$925

- Up to 5 hours e-mail, telephone, remote, web support
- Dedicated technical support line¹
- 24 hours or better response time (average is 2 hours)
- Quarterly User Group Meetings are included for all staff members
- Soft Trac has Certified Consultants/Trainers on Staff

Silver ClientCare \$2,195

- All Basic ClientCare PLUS
- Unlimited e-mail, telephone, remote, web support
- Free attendance to the annual "What's New" upgrade workshop for all staff members
- 10% discount on all Soft Trac Classroom or Web Trainings

Gold ClientCare \$3,995

- All Silver ClientCare PLUS
- Annual Systems Review
- Unlimited Soft Trac online training classes.
- 10% discount on standard hourly rate for Professional Services

NOTE:

Installation, system setup and training, data migration assistance, development of custom reports, and other tasks that are described as training or consulting services are not included in the Client Care support, but available at our standard hourly rate. All services provided onsite is billed as Professional Services.

Basic classroom or onsite training is required to qualify for any ClientCare plan.



¹ (207) 221-0342

Soft Trac, LLC
361 US Route One
Falmouth, ME 04105
207-221-0340
www.softtrac.com

CCP2013

Abila

Fund Accounting 100

To help you deliver on your mission, Fund Accounting 100 is a configurable fund accounting solution that allows you to report and track information most important to you, your board, and your supporters.

Fund Accounting 100 gives you the freedom to build a customized system to meet your specific needs while maintaining the flexibility to add modules as your organization grows.



Solutions overview

- Accounts payable
- Accounts receivable reporting, billing, and sales order entry
- Advanced security
- Allocations management
- Bank reconciliation
- Budget
- Data consolidation
- Data import/export
- Direct deposit
- Electronic requisitions
- Employee web services
- Encumbrances
- Executive view license
- Fixed assets
- Forms designer
- GASB reporting
- General Ledger
- Human resources
- Inventory control
- Multicurrency
- Payroll
- Purchase order
- Scheduler

LEARN MORE: (866) 831-0615 or www.abila.com | 10800 PECAN PARK BLVD STE 400, AUSTIN, TEXAS 78750

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Fund Accounting 100

Module overview

ACCOUNTS PAYABLE

The Accounts Payable module is used to centralize all vendor information and automate 1099 production. To help create a streamlined process, your Accounts Payable transactions will simultaneously update vendor accounts and the General Ledger. Reporting is easier because you can pay vendors from multiple cash accounts.

ACCOUNTS RECEIVABLE REPORTING, BILLING, AND SALES ORDER ENTRY

Accounts Receivable reporting allows you to track and all revenue streams while managing their information.

Accounts Receivable Billing helps create invoices, request payment, manage prepayments, and create customer statements. Invoice as often as needed with the flexibility to create custom billing cycles.

Sales Order Entry allows you to streamline your entry process and easily record sales transactions.

ADVANCED SECURITY

Promote accountability and reduce fraud risk with Advanced Security Organization Audit. Simplify the audit process with comprehensive reporting capabilities and protect sensitive information with database encryption.

When multiple users access Fund Accounting 100, Administrators can limit confidential information, like employee salaries or other department budgets.

ALLOCATIONS MANAGEMENT

Perform complicated allocations in a single mouse click with accuracy and consistency. Flexible reporting allows you to view the impact of your allocations prior to accepting them into your General Ledger.

BANK RECONCILIATION

Improve cash management by closely monitoring bank balances and transactions using the Bank Reconciliation module.

BUDGET

Use the budgeting module to empower strategic decision making in your organization. Create an unlimited number of customized budgets for any timeframe including cross year budgets. Enforce those budgets control with a single click, and activate warnings when at risk of overspending. Forecast and create "what-if" scenarios to ensure a strong financial position for your organization in the future. See how transactions will affect your outstanding budget in real time as they are created with a budget view available directly within transaction entry.

DATA CONSOLIDATION

Consolidate information from local chapters or field offices to create organization wide aggregate financial reports.

Data consolidation also serves as a tool to help create comparative reports for different offices as well.

DATA IMPORT / EXPORT

Use the Data Import / Export module to eliminate time consuming duplicate entry or to reduce errors from manual data entry.

Users can also facilitate the transfer of information into Fund Accounting 100, such as general ledger entries from outsourced payroll or other systems and accounts receivable information from specialized billing systems.

DIRECT DEPOSIT

Give your employees the convenience of electronically deposited pay including the option to deposit their pay into multiple accounts automatically with each pay check.

ELECTRONIC REQUISITIONS

Improve the availability of information for pre-purchase decision making with Electronic Requisitions. Review the impact of current requests with our one click budget checking tool. Requisition requests status changes will notify you directly from your email. Approve or reject requisitions directly from your mobile device such as an iPhone or Android device.

EMPLOYEE WEB SERVICES

Streamline timesheet entry and provide employees and managers 24/7 web access to their pay stub, benefit information, and other important employee messages. Many timesheet entry preferences are available including the option to record hours by multiple cost centers.

Allow Human Resources teams to focus on managing employees rather than handling mundane information requests. Employee Web Services provides a seamless and secure integration with the Human Resources and Payroll modules for a completely integrated solution.

ENCUMBRANCES

Easily reserve funds for planned expenditures or commitments and improve your tracking and compliance for reporting. Include encumbrances on financial reports and within the budget checking tools within Fund Accounting 100 to measure true budget performance.

EXECUTIVE VIEW LICENSE

Provides executives with the ability to collaborate in the budget preparation process and frees your accounting staff from running and distributing reports – all without the cost of purchasing full software seats

FIXED ASSETS

Track assets, easily calculate depreciation, and automatically generate depreciation and disposal entries in the General Ledger.

Quickly enter new assets using Quick Asset Entry, when recording purchases in Accounts Payable, Cash Disbursements, or Purchase Orders.

FORMS DESIGNER

Make each and every document coming from your organization look professional such as billing statements, check stock, and purchase orders.

Create custom preferences such as manager signatures automatically included on checks under a defined value.

GASB REPORTING

Specifically designed for government organizations, the GASB Reporting module includes the tools needed to easily create GASB compliant reports.

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GENERAL LEDGER

Track financial information in a way that works best for your organization using a flexible, segmented chart of accounts.

The General Ledger tracks cash receipts, cash disbursements, journal vouchers, and other financial transactions.

The General Ledger also provides you with an easy to use report writer directly within the application.

HUMAN RESOURCES

Streamline your payroll process by making updates and changes to employee information from directly within the Human Resources module.

Integration between your payroll and Fund Accounting 100 product provides quick and easy HR reporting (including FMLA and EEO) and tax form population. Employee data including certification, education, review dates, and benefit plan adjustments is easily and efficiently tracked.

INVENTORY CONTROL

Maintain complete control over your inventory and internal supplies to keep your inventory flowing smoothly with strong reporting and up to the minute verification of available quantities.

MULTICURRENCY

Maintain and report on an unlimited number of active currencies, rates, and rate types to create and process transactions.

Enter invoices in one currency and pay in another and produce translated financial statements using this FAS 52 compliant module.

PAYROLL

Produce timely and accurate pay for the employees who keep your organization moving forward. Generate fully allocated accounting entries, and keep comprehensive employee records using the payroll module.

We stay up to date on tax rates so you don't have to. Stay fully tax compliant with paper and eFiling options for both State and Federal forms.

PURCHASE ORDER

Complete purchasing solutions by using the easy to use purchase order entry, strong reporting, integrating with Accounts Payable, and receiving seamless functionality. Stay within your budget using one click budget check

SCHEDULER

Automate the reporting process with the Scheduler module. Set extended reports to run at midnight so as not to interfere with printer use in the daytime.

Bind groups of reports together and set them to run when needed or on a recurring basis.

ABOUT ABILA

Abila serves strategic leaders and managers in dynamic nonprofit organizations and government agencies through high-value grant management, fund accounting and large scale fundraising solutions. Organizations trust Abila to simplify and streamline processes in order to perform their best work and focus on delivering their unique mission. For Abila, it's personal and backed by a team with more than 30 years of experience dedicated to helping organizations achieve their vision.



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April 15, 2014

Postal Customer
Camp Meeker, CA 95419

Dear Postal Customer:

The Postal Service established a review process for certain Post Offices known as the Post Plan. As many of you know, the Camp Meeker Post Office was among the offices evaluated under the Post Plan criteria. In addition, the Postal Service solicited the community's input through a survey to help determine the best course of action for providing Postal services to your community.

The Postal Service intends to reduce the Camp Meeker Post Office hours of operation to four hours of window service each weekday. Current Saturday access to delivery receptacles will not change as a result of the Post Plan realignment of weekday window service hours.

The Camp Meeker Hours of Operation will change as follows:

Current Hours of Operation:

Mon – Fri	7:30 a.m. to 12 noon, 1 p.m. to 4:30 p.m. (closed for lunch)
Sat	P.O. Box section open from 10 a.m. to 12 noon (Retail counter closed)
Sun	Closed

New Hours of Operations:

Mon – Fri	8 a.m. To 12 noon
Sat	P.O. Box section open from 10 a.m. to 12 noon (Retail counter closed)
Sun	Closed

In addition to this notice, the Postal Service will hold a meeting at the **Occidental Post Office**, 3805 Bohemian Hwy, Occidental, CA 95465-9365, on May 19, 2014 at 5:30 p.m. to answer questions and provide additional information about the Post Plan. At the meeting, local management will share information regarding this office and answer questions that may arise. If you would like to complete a survey prior to the meeting, they are available at the Camp Meeker Post Office.

Sincerely,

Pamela Ena
District Coordinator
PO Box 889006
San Francisco CA 94188-9006