

MEETING OF THE BOARD OF DIRECTORS OF THE
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Jointly with the
ADMINISTRATION & FINANCE COMMITTEE
October 14, 2020, 8:30 a.m.

Due to the spread of COVID-19 and as authorized by the Governor's Executive Order, MWDOC will be holding all upcoming Board and Committee meetings by Zoom Webinar and will be available by either computer or telephone audio as follows:

Computer Audio: You can join the Zoom meeting by clicking on the following link:
<https://zoom.us/j/8828665300>

Telephone Audio: (669) 900 9128 fees may apply
(877) 853 5247 Toll-free
Webinar ID: 882 866 5300#

A&F Committee:

Director Thomas, Chair
Director Finnegan
Director Dick

Staff: R. Hunter, K. Seckel, J. Berg,
H. De La Torre, K. Davanaugh, C. Harris,
H. Chumpitazi

Ex Officio Member: Director Tamaribuchi

MWDOC Committee meetings are noticed and held as joint meetings of the Committee and the entire Board of Directors and all members of the Board of Directors may attend and participate in the discussion. Each Committee has designated Committee members, and other members of the Board are designated alternate committee members. If less than a quorum of the full Board is in attendance, the Board meeting will be adjourned for lack of a quorum and the meeting will proceed as a meeting of the Committee with those Committee members and alternate members in attendance acting as the Committee.

PUBLIC COMMENTS - Public comments on agenda items and items under the jurisdiction of the Committee should be made at this time.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED - Determine there is a need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda. (Requires a unanimous vote of the Committee)

ITEMS DISTRIBUTED TO THE BOARD LESS THAN 72 HOURS PRIOR TO MEETING -- Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the District's business office located at 18700 Ward Street, Fountain Valley, California 92708, during regular business hours. When practical, these public records will also be made available on the District's Internet Web site, accessible at <http://www.mwdoc.com>.

PROPOSED BOARD CONSENT CALENDAR ITEMS

1. TREASURER'S REPORT
 - a. Revenue/Cash Receipt Report – September 2020
 - b. Disbursement Approval Report for the month of October 2020
 - c. Disbursement Ratification Report for the month of September 2020

- d. GM Approved Disbursement Report for the month of September 2020
 - e. Water Use Efficiency Projects Cash Flow – September 30, 2020
 - f. Consolidated Summary of Cash and Investment – August 2020
 - g. OPEB and Pension Trust Fund monthly statement
2. FINANCIAL REPORT
- a. Combined Financial Statements and Budget Comparative for the Period ending August 31, 2020

ACTION ITEM

- 3. AUTHORIZE FY 20-21 CHOICE PROGRAMS BUDGET REVISIONS
- 4. AWARD CONTRACT FOR PURCHASE OF OFFICE FURNITURE TO OFFICE SOLUTIONS (IOS)/DBA PEOPLE SPACE UNDER THE COUNTY OF ORANGE REGIONAL COOPERATIVE AGREEMENT (RCA)
- 5. APPROVE HEALTH SAVINGS ACCOUNT (HSA) ELECTIONS FOR 2021/ NEW HSA ADMINISTRATOR AND REVISIONS TO DISTRICT HSA POLICY
- 6. APPROVE NEW FLEXIBLE BENEFITS AND COBRA ADMINISTRATOR

INFORMATION ITEMS – (THE FOLLOWING ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY – BACKGROUND INFORMATION IS INCLUDED IN THE PACKET. DISCUSSION IS NOT NECESSARY UNLESS REQUESTED BY A DIRECTOR.)

- 7. 2021 HEALTH BENEFIT RATES
- 8. INDIVIDUAL CHARGES DISCLOSURE REPORT
- 9. DEPARTMENT ACTIVITIES REPORTS
 - a. Administration
 - b. Finance and Information Technology
- 10. MONTHLY WATER USAGE DATA, TIER 2 PROJECTION, AND WATER SUPPLY INFORMATION

OTHER ITEMS

- 11. REVIEW ISSUES REGARDING DISTRICT ORGANIZATION, PERSONNEL MATTERS, EMPLOYEE BENEFITS FINANCE AND INSURANCE

ADJOURNMENT

NOTE: At the discretion of the Committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated, and may be subject to action by the Committee. On those items designated for Board action, the Committee reviews the items and makes a recommendation for final action to the full Board of Directors; final action will be taken by the Board of Directors. Agendas for Committee and Board meetings may be obtained from the District Secretary. Members of the public are advised that the Board consideration process includes consideration of each agenda item by one or more Committees indicated on the Board Action Sheet. Attendance at Committee meetings and the Board meeting considering an item consequently is advised.

Accommodations for the Disabled. Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning Maribeth Goldsby, District Secretary, at (714) 963-3058, or writing to Municipal Water District of Orange County at P.O. Box 20895, Fountain Valley, CA 92728. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.

Item 1a

Municipal Water District of Orange County REVENUE / CASH RECEIPT REPORT September 2020

WATER REVENUES

Date	From	Description	Amount
09/03/20	Trabuco Canyon Water District	July 2020 Water deliveries	17,958.92
09/04/20	City of La Palma	July 2020 Water deliveries	3,579.73
09/08/20	City of Seal Beach	July 2020 Water deliveries	385,013.59
09/08/20	El Toro Water District	July 2020 Water deliveries	659,363.72
09/08/20	City of Buena Park	July 2020 Water deliveries	268,865.72
09/08/20	South Coast Water District	July 2020 Water deliveries	539,172.96
09/10/20	City of Garden Grove	July 2020 Water deliveries	1,670,555.35
09/11/20	Santa Margarita Water District	July 2020 Water deliveries	2,338,276.35
09/11/20	City of San Clemente	July 2020 Water deliveries	809,338.93
09/14/20	Laguna Beach County Water District	July 2020 Water deliveries	395,567.08
09/14/20	City of San Juan Capistrano	July 2020 Water deliveries	607,267.35
09/14/20	City of Orange	July 2020 Water deliveries	1,010,813.07
09/15/20	East Orange County Water District	July 2020 Water deliveries	520,481.85
09/15/20	Orange County Water District	July 2020 Water deliveries	417,797.03
09/15/20	Moulton Niguel Water District	July 2020 Water deliveries	2,338,507.25
09/15/20	Yorba Linda Water District	July 2020 Water deliveries	475,158.29
09/15/20	Irvine Ranch Water District	July 2020 Water deliveries	1,497,217.59
09/15/20	Golden State Water Company	July 2020 Water deliveries	580,834.77
09/25/20	City of Huntington Beach	August 2020 Water deliveries	754,029.03
09/25/20	City of Brea	August 2020 Water deliveries	14,130.08
09/28/20	City of Fountain Valley	August 2020 Water deliveries	11,923.47


TOTAL WATER REVENUES \$ 15,315,852.13

Municipal Water District of Orange County
REVENUE / CASH RECEIPT REPORT
September 2020

MISCELLANEOUS REVENUES

Date	From	Description	Amount
09/11/20	Pat Meszaros	Sep-Oct 2020 Retiree Health insurance	78.66
09/22/20	Stan Sprague	Sep-Oct 2020 Retiree Health insurance	482.44
09/28/20	Cathy Harris	September 2020 COBRA insurance	901.97
09/30/20	Keith Lyon	October 2020 Retiree Health insurance	253.60
09/02/20	US Bank	CAL Card rebate check	127.21
09/03/20	Los Angeles Department of Water & Power	WEEA - Community Partner Sponsorship	2,500.00
09/14/20	CORT	Deposit refund and partial credit for furniture lease	272.45
09/30/20	US Bank	Monthly Interest	8.35
09/22/20	Moulton Niguel Water District	June 2020 Smartimer rebate program	2,976.30
09/30/20	City of Newport Beach	July 2020 Turf Removal rebate program	111.00
09/22/20	City of Orange	July 2020 Turf Removal rebate program	333.00
09/08/20	City of Newport Beach	September 2019 Turf Removal and Spray to Drip rebate program	222.00
09/11/20	City of Tustin	July 2020 Turf Removal and Spray to Drip rebate program	222.00
09/18/20	City of Brea	July 2020 Turf Removal and Spray to Drip rebate program	222.00
09/14/20	Moulton Niguel Water District	July 2020 Spray to Drip rebate program	125.40
09/25/20	City of Fullerton	AWIA Scope of Services Phase 3 Emergency Response Plan	61,886.00
09/18/20	City of La Palma	Water Loss Control Shared Services program FY 2020-21	6,123.00
09/08/20	City of Buena Park	Water Loss Control Technical Assistance program - Year V	11,372.00
09/18/20	City of La Palma	Water Loss Control Technical Assistance program - Year V	18,744.00
09/02/20	SOCWA	WEROC Funding for FY 2020-21	18,334.00
09/09/20	Orange County Water District	WEROC Funding for FY 2020-21	120,618.00
09/18/20	Orange County Sanitation District	WEROC Funding for FY 2020-21	47,282.00

TOTAL MISCELLANEOUS REVENUES \$ **293,195.38**
TOTAL REVENUES \$ 15,609,047.51


 Robert J. Hunter, General Manager


 Hilary Chumpitazi, Treasurer

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

Item 1b

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
Core Expenditures:		
	<i>A & N Technical Services, Inc.</i>	
SEP2020PS4	Services to review draft of Evaluation of the MWDOC Spray to Drip Conservation program	2,500.00
	*** Total ***	2,500.00
	<i>ABSG Consulting Inc.</i>	
5106677	August 2020 Owner's Representative plan check and bidding services for MWDOC office remodel	15,680.08
	*** Total ***	15,680.08
	<i>Richard C. Ackerman</i>	
1288	September 2020 Consulting on legal and regulatory matters	2,175.00
	*** Total ***	2,175.00
	<i>ACWA Joint Powers</i>	
M005-2020	10/1/20-10/1/21 Auto and General Liability insurance	100,485.37
	*** Total ***	100,485.37
	<i>Adobe Systems Incorporated</i>	
1249611666	28 Acrobat Pro and 6 Creative Cloud annual license renewals	9,831.12
	*** Total ***	9,831.12
	<i>Aleshire & Wynder LLP</i>	
58509	August 2020 Legal services	2,176.50
58873	September 2020 Legal services	2,857.50
	*** Total ***	5,034.00
	<i>ARC Document Solutions, LLC</i>	
10745752	2 Large maps scanned for records storage	12.68
	*** Total ***	12.68
	<i>Barker Leavitt PLLC</i>	
105-0920	September 2020 Federal legislative advocacy services	8,000.00
	*** Total ***	8,000.00
	<i>Best Best and Krieger LLP</i>	
885443	August 2020 State legislative advocacy services	8,000.00
55401-AUG20	August 2020 Legal services	17,790.50
	*** Total ***	25,790.50
	<i>Black & Veatch</i>	
1329354	8/8/20-9/4/20 Services for Hydraulic Model Phase 2 Model Build and Calibration	28,074.50
	*** Total ***	28,074.50
	<i>Cal Desal</i>	
2020-2021	FY 2020-21 Annual membership renewal	5,000.00
	*** Total ***	5,000.00

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	CDM Smith	
90106688	7/26/20-8/29/20 Water Resource Planning services	4,384.00
	*** Total ***	4,384.00
	CDW Government	
ZXH2283	Microsoft SQL server and 7 licenses for new financial software	1,674.19
	*** Total ***	1,674.19
	The Centre for Organization Effectiveness	
TCFOE3318	Supervisor's Academy training class registration for R. Davis	775.00
	*** Total ***	775.00
	Hunter T. Cook	
JUL-SEP2020	July-September 2020 Retiree medical premium	1,536.00
	*** Total ***	1,536.00
	Costco Wholesale	
495451568	2020 Membership renewal	120.00
	*** Total ***	120.00
	Demsey, Filliger & Associates, LLC	
20200908MWDOC	GASB 75 Actuarial Valuation report	3,000.00
20200908MWDOCA	GASB 75 Financial Note report	750.00
	*** Total ***	3,750.00
	Hashtag Pinpoint Corporation	
1289	September 2020 Strategic digital communications consulting services	7,913.00
	*** Total ***	7,913.00
	Herndon Solutions Group LLC	
100013	August 2020 Services to assist with America's Water Infrastructure Act compliance	4,135.84
	*** Total ***	4,135.84
	L.A. Design Studio	
5297	July-September 2020 MWDOC Website support and enhancement	600.00
	*** Total ***	600.00
	Lawnscape Systems, Inc.	
412537	9/3/20 Landscape maintenance for atrium	395.00
413109	9/16/20 Landscape maintenance for atrium	495.00
413110	10/1/20 Landscape maintenance for atrium	395.00
	*** Total ***	1,285.00
	Phil Letrong	
JUL-SEP2020	July-September 2020 Retiree medical premium	433.80
	*** Total ***	433.80
	Lewis Consulting Group	
2020-135	September 2020 Consulting services	3,125.00
	*** Total ***	3,125.00

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	Keith Lyon	
JUL-SEP2020	July-September 2020 Retiree medical premium	867.60
	*** Total ***	867.60
	Mega Maids Cleaning Service	
11437	September 2020 Cleaning services for COVID-19 prevention	1,035.00
	*** Total ***	1,035.00
	Multiplier Projects	
600	Sponsorship for Maven's Notebook featuring California Water News	2,500.00
	*** Total ***	2,500.00
	NDS	
773218	8/28/20 Delivery charges for Board packets	179.42
774566	9/11/20 Delivery charges for Board packets	179.42
774621	9/20/20 Delivery charges for Board packets	179.42
775086	10/4/20 Delivery charges for Board packets	152.90
	*** Total ***	691.16
	Office Depot, Inc.	
127096416001	9/28/20 Office supplies	175.08
127141826001	9/24/20 Office supplies	60.94
	*** Total ***	236.02
	Office Solutions	
I-01792426	9/10/20 60 Storage boxes for MWDOC remodel	123.98
	*** Total ***	123.98
	Orange County Water District	
22079	August 2020 Postage, shared office and maintenance expense	9,231.32
	*** Total ***	9,231.32
	Patricia Kennedy Inc.	
32742	October 2020 Plant maintenance	214.00
	*** Total ***	214.00
	Joey C. Soto	
MWDOC#029	September 2020 Grant research and acquisition assistance	3,250.00
	*** Total ***	3,250.00
	Vasquez and Company LLP	
2200816-IN	August-September 2020 Services for FY 2019-20 Financial audit	11,500.00
	*** Total ***	11,500.00
	WageWorks, Inc.	
INV2316125	September 2020 Cafeteria plan administration	201.48
	*** Total ***	201.48

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<i>Water Systems Optimization, Inc.</i>	
1802	August 2020 Water Loss Control program	440.00
1803	August 2020 Water Loss Audit Validation Research	20,000.00
1804	August 2020 Water Loss Control Shared Services template development	1,350.00
1835	September 2020 Water Loss Control program	6,380.00
1836	September 2020 Water Loss Audit Validation Research	20,000.00
1837	September 2020 Water Loss Control Shared Services template development	1,600.00
	*** Total ***	49,770.00
	<i>Total Core Expenditures</i>	311,935.64

Choice Expenditures:

	<i>City of Anaheim</i>	
092420ANA	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	58.15
	*** Total ***	58.15
	<i>Bryton Printing Inc.</i>	
15802	158,200 Water Use Efficiency bill inserts for member agencies	3,208.08
	*** Total ***	3,208.08
	<i>East Orange County Water District</i>	
092420EOCWD	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	2,764.03
	*** Total ***	2,764.03
	<i>Ferguson Waterworks</i>	
0731920	2 Ultrasonic solid state water meters for Water Loss Control Shared Services	421.21
	*** Total ***	421.21
	<i>City of Fullerton</i>	
092420FUL	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	39.20
	*** Total ***	39.20
	<i>McCall's Meter Sales & Service</i>	
33116	September 2020 Meter Accuracy Testing for Newport Beach	1,000.00
	*** Total ***	1,000.00
	<i>Lane M. Matsuno (Westerly Meter Service Co.)</i>	
16595	August 2020 Meter Accuracy Testing for Trabuco Canyon	3,500.00
	*** Total ***	3,500.00
	<i>OI Corporation (Xylem)</i>	
243540	16 Hydrant loggers serviced and calibrated for Water Loss Control Shared Services	1,374.98
	*** Total ***	1,374.98

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	Orange County Water District	
22079	August 2020 Postage for Water Use Efficiency rebate programs	25.56
	*** Total ***	25.56
	City of Santa Ana	
092420SA	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	14.24
	*** Total ***	14.24
	South Coast Water District	
092420SCWD	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	421.63
	*** Total ***	421.63
	US Bank Voyager Fleet Systems	
869434993039	8/25/20-9/24/20 Fuel & wash for Water Loss Control Shared Services vehicles	298.88
	*** Total ***	298.88
	Yorba Linda Water District	
092420YLWD	Net due for FY 2020-21 Choice Programs and refund for FY 2019-20 Choice Programs	4,157.92
	*** Total ***	4,157.92
	Total Choice Expenditures	17,283.88
Other Funds Expenditures:		
	Best Best and Krieger LLP	
55401-AUG20A	August 2020 Legal services	1,321.50
	*** Total ***	1,321.50
	EcoTech Services, Inc.	
1754	September 2020 Landscape Design/Maintenance program	5,475.00
	*** Total ***	5,475.00
	Herndon Solutions Group LLC	
100013	August 2020 Services to assist with America's Water Infrastructure Act compliance	149,557.90
	*** Total ***	149,557.90
	Large Plumbing	
25424	September 2020 Services for Pressure Regulating Valve Replacement program	3,320.00
	*** Total ***	3,320.00
	Mission RCD	
2887	August 2020 Field verifications for Water Use Efficiency rebate programs	7,808.00
2900	September 2020 Field verifications for Water Use Efficiency rebate programs	9,295.95
	*** Total ***	17,103.95
	The Plant Nerd	
6134	August 2020 Services for Landscape Design/Maintenance programs	11,800.00
6179	September 2020 Services for Landscape Design/Maintenance programs	18,020.00
	*** Total ***	29,820.00

**Municipal Water District of Orange County
Disbursement Approval Report
For the month of October 2020**

Item 1c

<i>Invoice#</i>	<i>Vendor / Description</i>	<i>Amount to Pay</i>
	<i>TerraWorks Studio</i>	
MW0007	August 2020 Landscape Design and Maintenance Assistance program	2,625.00
	*** Total ***	2,625.00
	<i>Water Systems Optimization, Inc.</i>	
1802	August 2020 Water Loss Control program	15,070.00
1835	September 2020 Water Loss Control program	17,765.00
	*** Total ***	32,835.00
	<i>Total Other Funds Expenditures</i>	<u>242,058.35</u>
	<i>Total Expenditures</i>	<u><u>571,277.87</u></u>

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of September 2020**

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
Core Disbursements:				
139855	9/3/20	SPECTB	Spectrum Business	
		0375210090120	September 2020 Telephone and internet expense	1,407.73
			***Total ***	1,407.73
139856	9/3/20	VERIZO	Verizon Wireless	
		9861412953	August 2020 4G Mobile broadband unlimited service	114.03
			***Total ***	114.03
139860	9/15/20	CORTBU	Cort Business Services Corp.	
		7320769	August 2020 Furniture lease for 2 temporary workstations	275.20
			***Total ***	275.20
139865	9/15/20	USBANK	U.S. Bank	
		0403/7659-AUG20	7/23/20-08/24/20 Cal Card charges	2,991.70
			***Total ***	2,991.70
			(See attached sheet for details)	
139868	9/15/20	SPECTB	Spectrum Business	
		0343564091020	September 2020 Telephone expense for 3 analog fax lines	109.25
			***Total ***	109.25
ACH004931	9/15/20	FAHLBE	Beth Fahl	
		083120	August 2020 Business expense	53.86
			***Total ***	53.86
ACH004933	9/15/20	GUNAWA	Lina Gunawan	
		063020A	June 2020 Business expense	150.00
			***Total ***	150.00
ACH004936	9/15/20	RICOHMA	Ricoh USA, Inc.	
		5060325611	June-August 2020 Reproduction costs	254.50
			***Total ***	254.50
ACH004956	9/30/20	CHUMPI	Hilary Chumpitazi	
		073120	July 2020 Business expense	54.67
			***Total ***	54.67
ACH004957	9/30/20	CORODA	Corodata Records Management, Inc.	
		RS4627178	August 2020 Archived document storage fees	52.13
			***Total ***	52.13
ACH004960	9/30/20	FINNEG	Joan Finnegan	
		083120	August 2020 Business expense	40.00
			***Total ***	40.00

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of September 2020**

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
		GUNAWA	Lina Gunawan	
ACH004961	9/30/20	073120	July 2020 Business expense	20.00
ACH004962	9/30/20	083120	August 2020 Business expense	20.00
			***Total ***	40.00
		HALEY	Melissa Baum Haley	
ACH004963	9/30/20	083120	August 2020 Business expense	30.00
			***Total ***	30.00
		ROBERTS	Judy Roberts	
ACH004964	9/30/20	073120	July 2020 Business expense	141.36
			***Total ***	141.36
		STALVE	Jeff Stalvey	
ACH004970	9/30/20	083120	August 2020 Business expense	150.00
ACH004971	9/30/20	093020	September 2020 Business expense	59.78
			***Total ***	209.78
Total Core Disbursements				5,924.21

Choice Disbursements:

		USBANK	U.S. Bank	
139865	9/15/20	7659-AUG20A	7/23/20-08/24/20 Cal Card charges	26.95
			***Total ***	26.95
			(See attached sheet for details)	
		THORSE	Jason Thorsell	
ACH004946	9/15/20	083120	August 2020 Business expense	16.50
			***Total ***	16.50
Total Choice Disbursements				43.45

Other Funds Disbursements:

		VERIZO	Verizon Wireless	
139856	9/3/20	9861412953	August 2020 4G Mobile broadband unlimited service	76.02
			***Total ***	76.02
		ATTUVEOC	AT&T	
139857	9/15/20	1812-SEP20	September 2020 U-verse internet service for WEROC N.EOC	64.20
			***Total ***	64.20

Municipal Water District of Orange County
Disbursement Ratification Report
For the month of September 2020

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
139859	9/15/20	ATTCALN	AT&T	
		000015237900	August 2020 Telephone expense for WEROC N. EOC	113.63
		000015237899	August 2020 Telephone expense for WEROC N. & S. EOC	328.66
			***Total ***	442.29
139861	9/15/20	HARRISD	Daniel Harrison	
		073120	July 2020 Business expense	227.11
			***Total ***	227.11
ACH004939	9/15/20	MESAWA	Mesa Water District	
		10250	July 2020 Credit for Local Resources program	83,845.09
			***Total ***	83,845.09
		DRIPPR	Spray to Drip Program	
139869	9/29/20	S2D3-R-BP-39201-17501	D. Force	794.50
139870	9/29/20	S2D3-R-SM-39492-17588	M. Lynch	159.50
139871	9/29/20	S2D3-R-HB-39770-17695	R. Kikawa	778.00
139872	9/29/20	S2D3-R-IRWD-39546-17697	H. Chen	1,076.60
139873	9/29/20	S2D4-R-HB-39837-17702	K. Kocvara	1,269.50
139874	9/29/20	S2D3-R-BREA-39928-17722	J. Mai-Ngo	124.00
			***Total ***	4,202.10
		TURFRP	Turf Removal Program	
139875	9/29/20	TR13-R-TUST-39165-38032	R. Jones	3,666.00
139876	9/29/20	TR13-R-BP-39201-38069	D. Force	4,767.00
139877	9/29/20	TR13-R-HB-39341-38177	D. LeBlanc	921.00
139878	9/29/20	TR13-R-TUST-39453-38297	M. Ruiz	5,862.00
139879	9/29/20	TR13-R-SM-39492-38335	M. Lynch	957.00
139880	9/29/20	TR13-R-BREA-39539-38379	C. Balderrama	3,765.00
139881	9/29/20	TR13-R-IRWD-39546-38387	H. Chen	3,204.00
139882	9/29/20	TR13-R-BP-39551-38393	H. Fernandez	3,297.00
139883	9/29/20	TR13-R-SB-39569-38410	M. VanDine	948.00
139884	9/29/20	TR13-R-IRWD-39707-38540	S. Jatana	986.74
139885	9/29/20	TR13-R-HB-39770-38597	R. Kikawa	2,427.00
139886	9/29/20	TR13-R-HB-39837-38657	K. Kocvara	6,705.00
139887	9/29/20	TR13-R-BREA-39928-38755	J. Mai-Ngo	546.00
			***Total ***	38,051.74
139890	9/30/20	SANTI1	Santiago Aqueduct Commission	
		JUL2020	July 2020 SAC Pipeline Operation Surcharge	1,186.53
			***Total ***	1,186.53
ACH004969	9/30/20	SANTAM	Santa Margarita Water District	
		JUL2020	July 2020 SCP Pipeline Operation Surcharge	32,664.20
			***Total ***	32,664.20

**Municipal Water District of Orange County
Disbursement Ratification Report
For the month of September 2020**

Check #	Date	Vendor # Invoice/CM #	Name / Description	Net Amount
WIRE-200930	9/30/20	METWAT 10149	Metropolitan Water District July 2020 Water deliveries ***Total ***	15,269,763.33 15,269,763.33
Total Other Funds Disbursements				15,430,522.61
Total Disbursements				15,436,490.27



Robert J. Hunter, General Manager



Hilary Chumpitazi, Treasurer

Cal Card Charges
Statement Date: August 24, 2020
Payment Date: September 15, 2020

<u>Date</u>	<u>Description</u>	<u>Amount</u>
<u>Public Affairs Card</u>		
7/28/2020	7/28/20-10/27/20 Subscription for Wordtracker search engine optimization software	\$ 81.00
8/2/2020	8/2/20-9/1/20 Zoom Video Communications monthly fee with audio licenses	174.95
8/3/2020	Monthly Storage unit rental during MWDOC remodel	187.00
8/5/2020	6 storage shelving units and 27 storage bins for Public Affairs off-site storage unit	1,333.95
Total		<u>\$ 1,776.90</u>

Cal Card Charges
Statement Date: August 24, 2020
Payment Date: September 15, 2020

Date	Description	Amount
<u>K. Seckel Card</u>		
7/22/2020	California Chamber of Commerce the Evolving Workplace webinar - Registration for K. Davanaugh	\$ 159.20
7/23/2020	Supplies for Water Loss Control Shared Services	26.95
7/24/2020	6/24/20-7/23/20 Web hosting service for MWD OC website	15.65
7/27/2020	30 Bottles of hand sanitizer and 12 boxes of gloves for COVID-19 prevention	457.08
7/29/2020	3 Toner cartridges	201.37
8/3/2020	70 Storage boxes for MWD OC office remodel project	76.39
8/5/2020	Gift card for employee recognition	25.00
8/14/2020	Prewor screen online subscription monthly fee for COVID-19 prevention	167.58
8/19/2020	2 Picture frames	32.60
8/19/2020	8/1/20-9/8/20 Adobe Acrobat license for new employee	13.49
8/19/2020	7/9/20-9/8/20 Adobe Acrobat license for new employee	26.98
8/19/2020	10 Picture mats	24.46
8/20/2020	Orange County Business Council Virtual Washington, D.C. Advocacy summit on Aug. 28, 2020 - Registration for H. Baez	15.00
Total		<u>\$ 1,241.75</u>

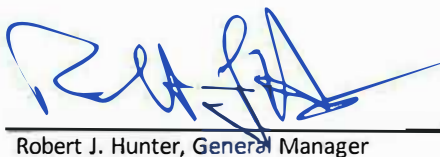
Cal Card Charges
Statement Date: August 24, 2020
Payment Date: September 15, 2020

Date	Description	Amount
<u>R. Hunter Card</u>		
	No Charges	
	Total	\$ -

Municipal Water District of Orange County
GM Approved Disbursement Report ⁽¹⁾
For the month of September 2020

Item 1d

<i>Check #</i>	<i>Date</i>	<i>Vendor # Invoice/CM #</i>	<i>Name / Description</i>	<i>Net Amount</i>
Core Disbursements:				
EFT-200915	9/15/20	CALPER 100000016150088	CALPERS FY 2019/20 GASB-68 reports and schedules fees	700.00
			***Total ***	700.00
ACH004927	9/15/20	BLACKV 1327105	Black & Veatch 7/4-8/7/20 Hydraulic Model Phase 2 Build Model & Calik	4,502.50
			***Total ***	4,502.50
ACH004959	9/30/20	FINLEY SI0040976	Finley & Cook PLLC 10/1/20-1/31/21 Navision software maintenance	2,225.05
			***Total ***	2,225.05
			Total Core Disbursements	<u>7,427.55</u>
Choice Disbursements:				
			Total Choice Disbursements	<u>-</u>
Other Funds Disbursements:				
			Total Other Funds Disbursements	<u>-</u>
			Total Disbursements	<u><u>7,427.55</u></u>



Robert J. Hunter, General Manager



Hilary Chumpitazi, Treasurer

(1) For disbursements that did not make the cut-off of previous month's Disbursement Approval report.
Disbursements are approved by GM for payment and need A & F Committee ratification.

Municipal Water District of Orange County
WATER USE EFFICIENCY PROJECTS
Cash Flow as of 9/30/20

Cash - Beginning Balance	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	TOTALS
	\$ (662,317.98)	\$ (714,498.92)	\$ (140,775.56)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	
REVENUES:													
BUREC													\$ -
City of Brea		253.00	222.00										475.00
City of Buena Park													-
City of Fountain Valley		126.50											126.50
City of San Clemente	250.00	625.00											875.00
City of San Juan Capistrano													-
City of Tustin	111.00	632.50	222.00										965.50
City of Newport Beach	111.00	126.50	333.00										570.50
City of Orange	111.00		333.00										444.00
City of Westminster													-
County of Orange	124,617.14												124,617.14
Department of Water Resources		236,887.19											236,887.19
East Orange County Water District													-
El Toro Water District	290.00	269.99											-
East Orange County Water District													-
Golden State Water Company													-
Irvine Ranch Water District	69.99	383.18											453.17
Laguna Beach County Water District	40.00												40.00
Mesa Water District		720.00											720.00
Metropolitan Water District	221,040.00	392,146.78											613,186.78
Moulton Niguel Water District	15,351.82	1,600.00	3,101.70										20,053.52
Santa Margarita Water District													-
Trabuco Canyon Water District		20.00											20.00
Yorba Linda Water District													-
Miscellaneous Revenues													
Miscellaneous													-
Interest Revenue													-
Total Revenues	361,991.95	633,790.64	4,211.70	-	-	-	-	-	-	-	-	-	\$ 999,994.29
EXPENDITURES:													
Budget Based Tiered Rates, Raftelis													-
Ecotech, Ferguson	8,800.00		9,305.00										18,105.00
IRWD													-
GardenSoft Corp			9,205.00										-
Large Plumbing													9,205.00
Metropolitan Water District													-
MNWD	155,422.00												155,422.00
Mission RCD		10,935.25											10,935.25
Multi Family HET Direct	16,400.00												16,400.00
Plant Nerd	13,560.00		17,570.00										31,130.00
Recycled Water On Site Retrofit program													-
Spray to Drip program	7,994.30	4,393.37	4,202.10										16,589.77
TerraWorks Studio													-
Turf Removal													-
Trabuco Canyon WD	210,312.49	44,738.66	38,051.74										293,102.89
Water Systems Optimization	111.00												111.00
Miscellaneous Expenses													
Miscellaneous													-
Interest Expense	1,573.10												1,573.10
Salary & Benefit													-
Total Expenditures	414,172.89	60,067.26	78,333.84	-	-	-	-	-	-	-	-	-	\$ 552,574.01
Cash - Ending Balance	\$ (714,498.92)	\$ (140,775.56)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	\$ (214,897.70)	



Item 1f

Municipal Water District of Orange County Consolidated Summary of Cash and Investment August 31, 2020

Street Address:
18700 Ward Street
Fountain Valley, California 92708

Mailing Address:
P.O. Box 20895
Fountain Valley, CA 92728-0895

(714) 963-3058
Fax: (714) 964-9389
www.mwdoc.com

Sat Tamaribuchi
President

Joan C. Finnegan
Vice President

Division I
Vacant

Larry D. Dick
Director

Bob McVicker, P.E., D.WRE
Director

Megan Yoo Schneider, P.E.
Director

Jeffery M. Thomas
Director

Robert J. Hunter
General Manager

MEMBER AGENCIES

City of Brea
City of Buena Park
East Orange County Water District
El Toro Water District
Emerald Bay Service District
City of Fountain Valley
City of Garden Grove
Golden State Water Co.
City of Huntington Beach
Irvine Ranch Water District
Laguna Beach County Water District
City of La Habra
City of La Palma
Mesa Water District
Moulton Niguel Water District
City of Newport Beach
City of Orange
Orange County Water District
City of San Clemente
City of San Juan Capistrano
Santa Margarita Water District
City of Seal Beach
Serrano Water District
South Coast Water District
Trabuco Canyon Water District
City of Tustin
City of Westminster
Yorba Linda Water District

District investments and cash balances are held in various funds designated for certain purposes as follows:

Fund	Book Value	% of Portfolio
Designated Reserves		
General Operations	\$3,830,240	17.54%
Grant & Project Cash Flow	1,500,000	6.87%
Election Expense	696,000	3.19%
Building Repair	444,186	2.03%
OPEB	297,147	1.36%
Total Designated Reserves	6,767,573	30.99%
General Fund	11,812,901	54.10%
Water Fund	1,877,943	8.60%
Conservation Fund	(140,775)	(0.64%)
WEROC Fund	1,495,687	6.85%
Trustee Activities	21,969	0.10%
Total	\$21,835,298	100.00%

The funds are invested as follows:

Term of Investment	% of Portfolio	Book Value	Market Value
Cash	1.42%	\$309,408	\$309,408
Short-term investment			
• LAIF	62.89%	\$13,733,398	\$13,733,398
• OCIP	22.63%	4,941,641	4,941,641
Long-term investment			
• Corporate Bond	5.27%	1,150,851	1,159,828
• Certificates of Deposit	7.79%	1,700,000	1,799,888
Total	100.00%	\$21,835,298	\$21,944,163

The average number of days to maturity/call as of August 31, 2020 equaled 107 and the average yield to maturity is 1.045%. During the month, the District's average daily balance was \$30,249,546.82. Funds were invested in Negotiable Certificate of Deposit's, Corporate Bonds, the Local Agency Investment Funds (LAIF) and the Orange County Investment Pool (OCIP) during the month of August 2020.

The \$108,865 difference between the book value and the market value on August 31, 2020 represents the exchange difference if all investments had been liquidated on that date. Since it is the District's practice to "buy and hold" investments until maturity, the market values are a point of reference, not an indication of actual loss or gain. There are no current plans or cash flow requirements identified in the near future that would require the sale of these securities prior to maturity.

Robert J. Hunter
General Manager

Hilary Chumpitazi
Treasurer



MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Portfolio Management - Portfolio Summary

August 31, 2020

8/31/2020	Par Value	Market Value	Book Value	% of Portfolio	Days to Mat/Call	YTM @ Cost
Negotiable Certificate Of Deposit	1,700,000.00	1,799,888.00	1,700,000.00	7.90	905	2.566
Corporate Bond	1,150,000.00	1,159,827.50	1,150,850.90	5.34	647	1.765
Local Agency Investment Funds	13,733,397.67	13,733,397.67	13,733,397.67	63.80	1	0.782
Orange County Investment Pool	4,941,641.25	4,941,641.25	4,941,641.25	22.96	1	1.085
Total Investments	21,525,038.92	21,634,754.42	21,525,889.82	100.00	107	1.045
Cash						
Cash	309,408.42	309,408.42	309,408.42		1	0.00
Total Cash and Investments	21,834,447.34	21,944,162.84	21,835,298.24		107	1.045

Total Earnings	Month Ending August	Fiscal Year to Date
Current Year	23,779.85	46,303.46
Average Daily Balance	30,249,546.82	
Effective Rate of Return	1.045%	

We certify that this report reflects the cash and investments of the Municipal Water District of Orange County and is in conformity with the Government Code requirements and the District Investment Policy and Guidelines in effect at the time of investment. The Investment Program herein shown provides sufficient cash flow liquidity to meet the next six month's estimated expenditure. The source for the market values are from Union Bank. Per Resolution 2059 there are no compliance exceptions to report.


Robert J. Hunter, General Manager

10/08/2020

Date


Hilary Chumipitazi, Treasurer

10/08/2020

Date

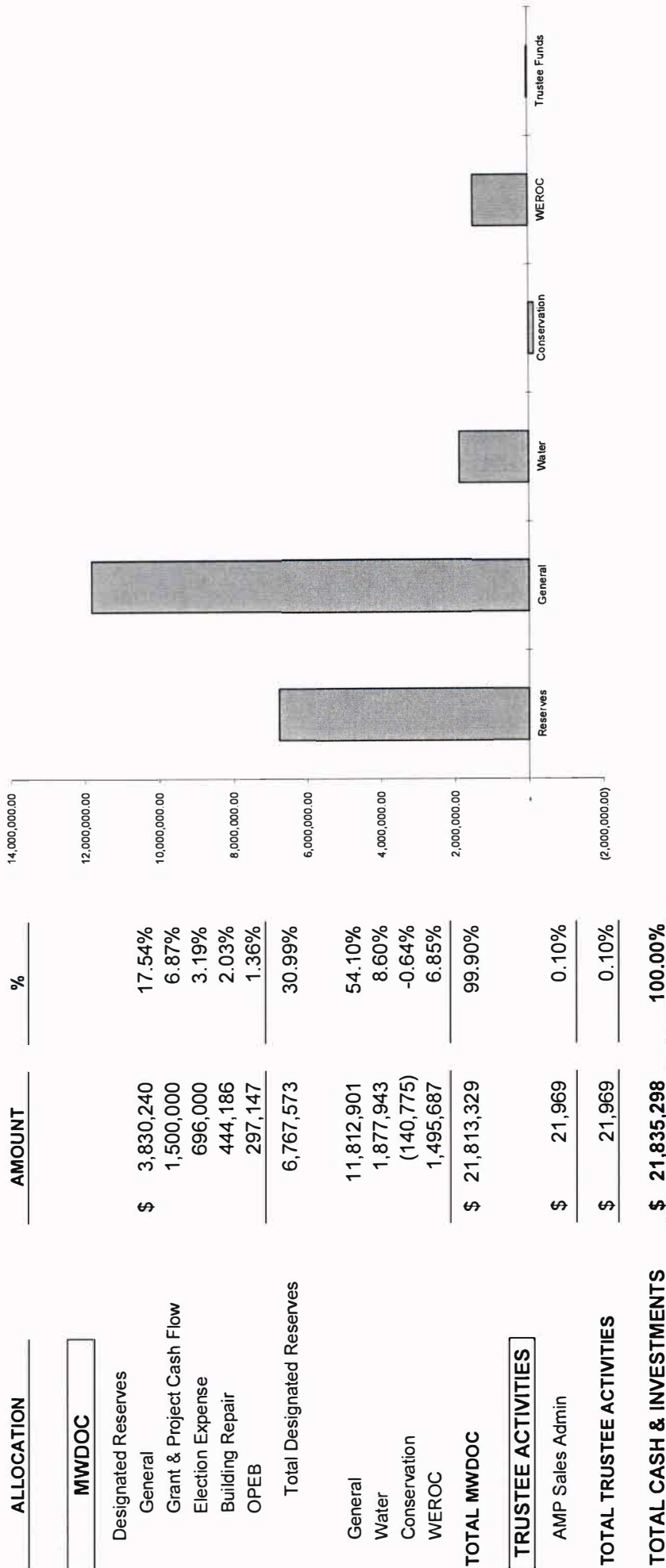
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Long-Term Portfolio Details - Investments
August 31, 2020

Issuer	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Negotiable Certificate Of Deposit									
Barclays Bank	06740KKY2	9/27/2017	250,000.00	260,832.50	250,000.00	2.250	2.250	757	9/27/2022
Capital One Bank	14042TBQ9	8/7/2019	250,000.00	269,132.50	250,000.00	2.250	2.250	1,437	8/7/2024
Capital One NA	14042RMJ7	7/24/2019	250,000.00	268,495.00	250,000.00	2.200	2.200	1,423	7/24/2024
Comenity Capital	20033AUX2	7/25/2017	200,000.00	203,348.00	200,000.00	2.000	2.000	319	7/16/2021
Discover Bank	254673RV0	7/25/2018	250,000.00	272,417.50	250,000.00	3.300	3.300	1,058	7/25/2023
Goldman Sachs Bank	38148PT98	8/8/2018	250,000.00	273,065.00	250,000.00	3.350	3.350	1,072	8/8/2023
Morgan Stanley Bank	61747MJ36	2/1/2018	250,000.00	252,597.50	250,000.00	2.500	2.500	154	2/1/2021
Sub Total			1,700,000.00	1,799,888.00	1,700,000.00	2.566	2.566	905	
Corporate Bond									
JP Morgan Chase	48128GV56	8/18/2020	250,000.00	248,357.50	250,000.00	0.800	0.800	1,448	8/18/2025
National Rural Util Coop	63743FE51	7/27/2017	200,000.00	203,676.00	200,000.00	2.500	2.500	683	7/15/2022
Societe Generale	83369MD25	8/19/2020	250,000.00	248,225.00	250,000.00	1.000	1.088	353	8/19/2025
Wells Fargo	94974BGR5	1/13/2016	250,000.00	251,525.00	250,088.28	2.550	2.409	98	12/7/2020
Westpac Banking Corp	961214DQ3	7/25/2017	200,000.00	208,044.00	200,762.62	2.500	2.278	666	6/28/2022
Sub Total			1,150,000.00	1,159,827.50	1,150,850.90	1.815	1.765	647	
Total Investments			2,850,000.00	2,959,715.50	2,850,850.90	2.263	2.243	801	
Total Earnings									
Current Year			5,161.88		10,680.84				

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Portfolio Management
Short-Term Portfolio Details - Cash and Investments
August 31, 2020

Investments	CUSIP/Ticker	Settlement Date	Par Value	Market Value	Book Value	Coupon Rate	YTM @ Cost	Days To Call/Maturity	Maturity Date
Local Agency Investment Funds									
LAIF LGIP	LAIF	6/30/2010	13,733,397.67	13,733,397.67	13,733,397.67	0.782	0.782	1	N/A
Sub Total			13,733,397.67	13,733,397.67	13,733,397.67	0.782	0.782	1	
Orange County Investment Pool									
County of Orange LGIP	OCIP	6/29/2005	4,941,641.25	4,941,641.25	4,941,641.25	1.085	1.085	1	N/A
Sub Total			4,941,641.25	4,941,641.25	4,941,641.25	1.085	1.085	1	
Total Investments			18,675,038.92	18,675,038.92	18,675,038.92	0.862	0.862		
Cash									
Petty Cash Cash	CASH	7/1/2010	500.00	500.00	500.00	0.000	0.000	1	N/A
US Bank Cash	CASHUSBANK	7/25/2018	308,908.42	308,908.42	308,908.42	0.000	0.000	1	N/A
Total Cash			309,408.42	309,408.42	309,408.42	0.000	0.000	1	
Total Cash and Investments			18,984,447.34	18,984,447.34	18,984,447.34	0.862	0.862	1	
Total Earnings									
Current Year			18,617.97		35,622.62				

**Municipal Water District of Orange County
Cash and Investments at August 31, 2020**



MUNICIPAL WATER DIST OF ORANGE COUNTY
PARS Post-Employment Benefits TrustAccount Report for the Period
8/1/2020 to 8/31/2020Rob Hunter
General Manager
Municipal Water Dist of Orange County
18700 Ward Street
Fountain Valley, CA 92708

Account Summary

Source	Balance as of 8/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 8/31/2020
OPEB	\$2,359,583.37	\$0.00	\$69,100.46	\$1,129.64	\$0.00	\$0.00	\$2,427,554.19
PENSION	\$452,531.52	\$207,000.00	\$15,990.98	\$216.65	\$0.00	\$0.00	\$675,305.85
Totals	\$2,812,114.89	\$207,000.00	\$85,091.44	\$1,346.29	\$0.00	\$0.00	\$3,102,860.04

Investment Selection

Source	
OPEB	Moderate HighMark PLUS
PENSION	Moderate HighMark PLUS

Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.93%	8.52%	10.31%	7.16%	7.41%	-	10/26/2011
PENSION	2.81%	8.39%	10.18%	-	-	-	7/31/2018

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Item 2

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
COMBINED FINANCIAL STATEMENTS
AND
BUDGET COMPARATIVE
JULY 1, 2020 THRU AUGUST 31, 2020

**Municipal Water District of Orange County
Combined Balance Sheet
As of August 31, 2020**

<u>ASSETS</u>	Amount
Cash in Bank	309,408.42
Investments	21,525,889.82
Accounts Receivable	31,401,012.74
Accounts Receivable - Other	161,972.77
Accrued Interest Receivable	51,276.95
Prepays/Deposits	377,485.74
Leasehold Improvements	4,284,127.08
Furniture, Fixtures & Equipment	649,773.62
Less: Accum Depreciation	(3,313,510.76)
	<hr/>
TOTAL ASSETS	<u><u>\$55,447,436.38</u></u>
 <u>LIABILITIES AND FUND BALANCES</u>	
Liabilities	
Accounts Payable	31,659,717.70
Accounts Payable - Other	93.77
Accrued Salaries and Benefits Payable	462,635.82
Other Liabilities	2,018,816.68
Unearned Revenue	658,092.22
Total Liabilities	<hr/> <u>34,799,356.19</u>
Fund Balances	
Restricted Fund Balances	
Water Fund - T2C	<hr/> 1,027,819.80
Total Restricted Fund Balances	<hr/> <u>1,027,819.80</u>
Designated Reserves	
General Operations	3,830,240.00
Grant & Project Cash Flow	1,500,000.00
Election Expense	696,000.00
Building Repair	444,186.00
OPEB	297,147.00
Total Designated Reserves	<hr/> <u>6,767,573.00</u>
General Fund	4,908,358.72
General Fund Capital	682,542.68
WEROC Capital	115,298.58
WEROC	284,002.59
Total Unrestricted Fund Balances	<hr/> <u>12,757,775.57</u>
Excess Revenue over Expenditures	
Operating Fund	6,808,891.33
Other Funds	53,593.49
Total Fund Balance	<hr/> <u>20,648,080.19</u>
TOTAL LIABILITIES AND FUND BALANCES	<hr/> <u><u>55,447,436.38</u></u>

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
From July thru August 2020

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<u>REVENUES</u>						
Retail Connection Charge	0.00	7,837,792.40	7,837,792.00	100.00%	0.00	(0.40)
Ground Water Customer Charge	0.00	595,323.00	595,323.00	100.00%	0.00	0.00
Water rate revenues	0.00	8,433,115.40	8,433,115.00	100.00%	0.00	(0.40)
Interest Revenue	23,466.51	45,611.65	458,000.00	9.96%	0.00	412,388.35
Subtotal	23,466.51	8,478,727.05	8,891,115.00	95.36%	0.00	412,387.95
Choice Programs	5,317.00	5,317.00	1,574,100.00	0.34%	0.00	1,568,783.00
Miscellaneous Income	17.68	53.04	3,000.00	1.77%	0.00	2,946.96
Revenue Other	1,258.00	1,258.00	0.00	0.00%	0.00	(1,258.00)
Transfer-In From Reserve	0.00	0.00	97,733.00	0.00%	0.00	97,733.00
Subtotal	6,592.68	6,628.04	1,674,833.00	0.40%	0.00	1,668,204.96
TOTAL REVENUES	30,059.19	8,485,355.09	10,565,948.00	80.31%	0.00	2,080,592.91

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
General Fund
From July thru August 2020

	Month to Date	Year to Date	Annual Budget	% Used	Encumbrance	Budget Remaining
<u>EXPENSES</u>						
Salaries & Wages	341,492.47	714,313.90	4,151,602.00	17.21%	0.00	3,437,288.10
Director's Compensation	18,663.51	37,981.88	258,909.00	14.67%	0.00	220,927.12
MWD Representation	12,769.77	22,265.24	157,070.00	14.18%	0.00	134,804.76
Employee Benefits	106,382.65	227,684.09	1,335,116.00	17.05%	0.00	1,107,431.91
CalPers Unfunded Liability Contribution	207,000.00	207,000.00	207,000.00	100.00%	0.00	0.00
Director's Benefits	9,441.05	18,811.46	101,971.00	18.45%	0.00	83,159.54
Health Insurance for Retirees	3,949.34	8,187.88	87,449.00	9.36%	0.00	79,261.12
Training Expense	159.20	(1,730.80)	64,500.00	-2.68%	8,895.60	57,335.20
Tuition Reimbursement	0.00	0.00	5,000.00	0.00%	0.00	5,000.00
Temporary Help Expense	0.00	0.00	5,000.00	0.00%	0.00	5,000.00
Personnel Expenses	699,857.99	1,234,513.65	6,373,617.00	19.37%	8,895.60	5,130,207.75
Engineering Expense	12,454.42	22,361.92	340,000.00	6.58%	289,515.70	28,122.38
Legal Expense	30,695.77	31,761.27	210,500.00	15.09%	178,738.73	0.00
Audit Expense	0.00	7,500.00	29,725.00	25.23%	22,225.00	0.00
Professional Services	60,005.06	105,517.84	1,525,503.00	6.92%	709,628.60	710,356.56
Professional Fees	103,155.25	167,141.03	2,105,728.00	7.94%	1,200,108.03	738,478.94
Conference-Staff	15.00	715.00	26,515.00	2.70%	0.00	25,800.00
Conference-Directors	0.00	710.00	18,695.00	3.80%	0.00	17,985.00
Travel & Accom.-Staff	629.18	629.18	62,495.00	1.01%	0.00	61,865.82
Travel & Accom.-Directors	0.00	0.00	24,900.00	0.00%	0.00	24,900.00
Travel & Conference	644.18	2,054.18	132,605.00	1.55%	0.00	130,550.82
Membership/Sponsorship	11,000.00	53,411.64	127,161.00	42.00%	0.00	73,749.36
CDR Support	0.00	0.00	53,158.00	0.00%	53,100.32	57.68
Dues & Memberships	11,000.00	53,411.64	180,319.00	29.62%	53,100.32	73,807.04
Business Expense	0.00	0.00	4,500.00	0.00%	0.00	4,500.00
Maintenance Office	13,619.28	16,053.28	125,420.00	12.80%	109,931.72	(565.00)
Building Repair & Maintenance	2,305.66	5,103.20	15,000.00	34.02%	9,694.34	202.46
Storage Rental & Equipment Lease	52.13	106.93	1,750.00	6.11%	643.07	1,000.00
Office Supplies	898.49	1,586.80	39,000.00	4.07%	3,200.00	34,213.20
Supplies - Water Loss Control	26.95	489.29	10,000.00	4.89%	0.00	9,510.71
Postage/Mail Delivery	829.53	1,517.57	9,300.00	16.32%	2,202.30	5,580.13
Subscriptions & Books	0.00	119.97	1,000.00	12.00%	0.00	880.03
Reproduction Expense	1,588.45	3,371.14	83,700.00	4.03%	5,745.50	74,583.36
Maintenance-Computers	0.00	33.59	8,000.00	0.42%	0.00	7,966.41
Software Purchase	1,889.61	7,035.54	57,000.00	12.34%	9,831.12	40,133.34
Software Support	7,688.15	21,843.77	47,640.00	45.85%	0.00	25,796.23
Computers and Equipment	0.00	6,203.12	33,550.00	18.49%	0.00	27,346.88
Maintenance-Expense	0.00	0.00	6,000.00	0.00%	0.00	6,000.00
Automotive Expense	0.00	0.00	20,000.00	0.00%	0.00	20,000.00
Vehicle Expense	391.16	990.81	6,350.00	15.60%	0.00	5,359.19
Toll Road Charges	0.00	0.00	2,300.00	0.00%	0.00	2,300.00
Insurance Expense	11,523.52	22,958.18	110,000.00	20.87%	0.00	87,041.82
Utilities - Telephone	3,171.06	6,272.00	30,850.00	20.33%	1,142.94	23,435.06
Bank Fees	0.00	494.01	1,200.00	41.17%	0.00	705.99
Miscellaneous Expense	1,122.47	1,970.97	113,800.00	1.73%	4,912.19	106,916.84
MWDOC's Contrb. to WEROC	20,103.00	40,206.00	241,236.00	16.67%	0.00	201,030.00
Depreciation Expense	4,485.37	8,970.75	0.00	0.00%	0.00	(8,970.75)
Other Expenses	69,694.83	145,326.92	967,596.00	15.02%	147,303.18	674,965.90
Building Expense	16,516.78	30,541.34	726,883.00	4.20%	286,682.42	409,659.24
Capital Acquisition	0.00	43,475.00	79,200.00	54.89%	34,560.00	1,165.00
TOTAL EXPENSES	900,869.03	1,676,463.76	10,565,948.00	15.87%	1,730,649.55	7,158,834.69
NET INCOME (LOSS)	(870,809.84)	6,808,891.33	0.00			

Municipal Water District of Orange County
Revenues and Expenditures Budget Comparative Report
Water Fund
From July thru August 2020

	Month to Date	Year to Date	Annual Budget	% Used	Budget Remaining
<u>WATER REVENUES</u>					
Water Sales	14,296,138.30	28,277,647.30	208,407,327.00	13.57%	180,129,679.70
Readiness to Serve Charge	963,901.00	1,927,802.00	11,583,326.00	16.64%	9,655,524.00
Capacity Charge CCF	324,353.33	648,706.66	3,892,240.00	16.67%	3,243,533.34
SCP/SAC Pipeline Surcharge	35,006.98	68,857.71	315,000.00	21.86%	246,142.29
Interest	714.06	1,566.26	22,000.00	7.12%	20,433.74
TOTAL WATER REVENUES	15,620,113.67	30,924,579.93	224,219,893.00	13.79%	193,295,313.07
<u>WATER PURCHASES</u>					
Water Sales	14,296,138.30	28,277,647.30	208,407,327.00	13.57%	180,129,679.70
Readiness to Serve Charge	963,901.00	1,927,802.00	11,583,326.00	16.64%	9,655,524.00
Capacity Charge CCF	324,353.33	648,706.66	3,892,240.00	16.67%	3,243,533.34
SCP/SAC Pipeline Surcharge	35,006.98	68,857.71	315,000.00	21.86%	246,142.29
TOTAL WATER PURCHASES	15,619,399.61	30,923,013.67	224,197,893.00	13.79%	193,274,879.33
EXCESS OF REVENUE OVER EXPENDITURES	714.06	1,566.26	22,000.00		

Municipal Water District of Orange County
WUE Revenues and Expenditures (Actuals vs Budget)
From July thru August 2020

	Year to Date Actual	Annual Budget	% Used
Spray To Drip Conversion			
Revenues	6,888.06	38,900.00	17.71%
Expenses	<u>13,273.40</u>	<u>38,900.00</u>	34.12%
Excess of Revenues over Expenditures	(6,385.34)	0.00	
Member Agency Administered Passthru			
Revenues	0.00	175,000.00	0.00%
Expenses	<u>0.00</u>	<u>175,000.00</u>	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
ULFT Rebate Program			
Revenues	340.00	2,000.00	17.00%
Expenses	<u>340.00</u>	<u>2,000.00</u>	17.00%
Excess of Revenues over Expenditures	0.00	0.00	
HECW Rebate Program			
Revenues	9,247.40	77,000.00	12.01%
Expenses	<u>9,245.00</u>	<u>77,000.00</u>	12.01%
Excess of Revenues over Expenditures	2.40	0.00	
CII Rebate Program			
Revenues	0.00	12,500.00	0.00%
Expenses	<u>0.00</u>	<u>12,500.00</u>	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
Turf Removal Program			
Revenues	180,795.57	648,000.00	27.90%
Expenses	<u>257,815.56</u>	<u>648,000.00</u>	39.79%
Excess of Revenues over Expenditures	(77,019.99)	0.00	
Comprehensive Landscape (CLWUE)			
Revenues	25,753.07	130,784.00	19.69%
Expenses	<u>57,778.40</u>	<u>130,784.00</u>	44.18%
Excess of Revenues over Expenditures	(32,025.33)	0.00	
Recycled Water Program			
Revenues	0.00	61,750.00	0.00%
Expenses	<u>0.00</u>	<u>61,750.00</u>	0.00%
Excess of Revenues over Expenditures	0.00	0.00	
WSIP - Industrial Program			
Revenues	0.00	30,000.00	0.00%
Expenses	<u>13,471.46</u>	<u>30,000.00</u>	44.90%
Excess of Revenues over Expenditures	(13,471.46)	0.00	
Land Design Program			
Revenues	27,275.00	404,000.00	6.75%
Expenses	<u>39,720.00</u>	<u>404,000.00</u>	9.83%
Excess of Revenues over Expenditures	(12,445.00)	0.00	
WUE Projects			
Revenues	250,299.10	1,579,934.00	15.84%
Expenses	<u>391,643.82</u>	<u>1,579,934.00</u>	24.79%
Excess of Revenues over Expenditures	(141,344.72)	0.00	
WEROC			
Revenues	281,442.00	482,472.00	58.33%
Expenses	<u>78,238.82</u>	<u>482,472.00</u>	16.22%
Excess of Revenues over Expenditures	203,203.18	0.00	



ACTION ITEM
October 21, 2020

TO: Board of Directors

FROM: **Administration & Finance Committee**
(Directors Thomas, Dick, Finnegan)

Robert J. Hunter, General Manager

SUBJECT: **Authorize FY20-21 Choice Programs Budget Revisions**

STAFF RECOMMENDATION

It is recommended that the Board of Directors: Approve the Choice Programs budget revisions.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

DETAILED REPORT

It was stated at the May 2020 board meeting the final Choice Programs budget will be presented in September 2020. This was pushed back one month to October 2020 due to issues having to do with the COVID-19 pandemic. This is when all the agencies participation numbers were final which usually result in some budget changes. There are three Choice Programs Water Use Efficiency, Public Affairs School Programs and Water Loss Control. The Choice Water Use Efficiency program remained unchanged from the budget approved in May 2020. The Public Affairs department received their final participation numbers from our member agencies in September 2020 for their Choice School Programs. The Choice High School program budget decreased from \$65,600 to \$64,800, Middle School budget decreased from \$45,865 to \$44,840 and the Elementary School program budget decreased from \$290,264 to \$285,123. The salaries and benefits changed slightly as well to align with the 3% administration fee promised to the agencies. The end result is a decrease in the School Programs budget of \$5,907 meaning the estimates presented in May 2020 were very close to the final agency commitments. The only change to the Water Loss Control Choice program was an increase to professional services of \$62,801. This is due to a change in accounting procedure whereby work done by third party vendors for meter accuracy testing will be recorded as offsetting revenue and expense instead of a pass thru on the balance sheet. The Core Budget remains unchanged from May 2020.

Attachments:

Attached hereto is the MWDOC FY20-21 Revised Budget Summary

Budgeted (Y/N):	Budgeted amount:	Core ____	Choice ____
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted):			



Annual Budget for Fiscal Year 2020-21

Revised Budget Summary

MWDOC's mission is:

To provide reliable, high-quality supplies from MWD and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for all of Orange County

Exhibit A7
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
FOR BUDGET REVISIONS

	FY 2020-2021 CHOICE MAY BUDGET	FY 2020-2021 CHOICE REVISED BUDGET	FY 2020-2021 CORE MAY BUDGET	FY 2020-2021 CORE REVISED BUDGET	FY 2020-2021 CNSLD MAY BUDGET	FY 2020-2021 CNSLD REVISED BUDGET
OPERATING EXPENSES:						
Salaries & Wages	\$ 541,914	\$ 542,384	\$ 3,609,691	\$ 3,609,691	\$ 4,151,605	\$ 4,152,075
less for Recovery from Grants/Agencies			-	-	-	-
Employee Benefits	152,329	152,599	1,182,786	1,182,786	1,335,115	1,335,385
Director Compensation			258,909	258,909	258,909	258,909
Director Benefits			101,971	101,971	101,971	101,971
MWD Representation			157,070	157,070	157,070	157,070
CALPERS Unfunded Liability Contribution			207,000	207,000	207,000	207,000
Overhead Reimbursement	300,607	300,926	(300,607)	(300,926)	-	-
Health Insurance Coverage for Retirees			87,449	87,449	87,449	87,449
Audit Expense			29,725	29,725	29,725	29,725
Automotive & Toll Road Expenses	1,000	1,000	21,300	21,300	22,300	22,300
Vehicle Expense - Water Loss Control	6,350	6,350	-	-	6,350	6,350
Conference Expense - Staff			26,515	26,515	26,515	26,515
Conference Expense - Directors			18,695	18,695	18,695	18,695
Engineering Expense			340,000	340,000	340,000	340,000
Insurance Expense			110,000	110,000	110,000	110,000
Legal Expense - General			210,500	210,500	210,500	210,500
Maintenance Expense			131,420	131,420	131,420	131,420
Membership / Sponsorship			127,161	127,161	127,161	127,161
CDR Participation			53,158	53,158	53,158	53,158
Miscellaneous Expense	12,000	12,000	103,000	103,000	115,000	115,000
Postage / Mail Delivery	400	400	8,900	8,900	9,300	9,300
Professional Fees	529,301	585,136	996,202	996,202	1,525,503	1,581,338
Rents & Leases			1,750	1,750	1,750	1,750
Outside Printing, Subscription & Books			84,700	84,700	84,700	84,700
Office Supplies			39,000	39,000	39,000	39,000
Supplies - Water Loss Control	10,000	10,000	-	-	10,000	10,000
Building Repair & Maintenance			15,000	15,000	15,000	15,000
Computer Maintenance			8,000	8,000	8,000	8,000
Business Expense			4,500	4,500	4,500	4,500
Software Support & Expense	15,000	15,000	89,640	89,640	104,640	104,640
Computers and Equipment	2,000	2,000	31,550	31,550	33,550	33,550
Telecommunications Expense	1,200	1,200	29,650	29,650	30,850	30,850
Temporary Help Expense			5,000	5,000	5,000	5,000

(1)

(2)

Exhibit A7
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
FOR BUDGET REVISIONS

	FY 2020-2021 CHOICE MAY BUDGET	FY 2020-2021 CHOICE REVISED BUDGET	FY 2020-2021 CORE MAY BUDGET	FY 2020-2021 CORE REVISED BUDGET	FY 2020-2021 CNSLD MAY BUDGET	FY 2020-2021 CNSLD REVISED BUDGET
Training Expense	2,000	2,000	62,500	62,500	64,500	64,500
Tuition Reimbursement			5,000	5,000	5,000	5,000
OPERATING EXPENSES: continued						
Travel & Accommodations - Staff			62,495	62,495	62,495	62,495
Travel & Accommodations - Directors			24,900	24,900	24,900	24,900
MWDOC's Contribution to WEROC: Operations			241,236	241,236	241,236	241,236
and to WEROC Capital Improvements			-	-	-	-
Capital Acquisition (excluding building)			154,200	154,200	154,200	154,200
Capital Acquisition Carryover			271,900	271,900	271,900	271,900
Capital Acq Prior year carryover credit			(346,900)	(346,900)	(346,900)	
NORMAL OPERATING EXPENSES	\$ 1,574,101	\$ 1,630,995	\$ 8,264,966	\$ 8,264,647	\$ 9,839,067	\$ 9,895,642
MWDOC's Building Expense			\$ 1,870,000	\$ 1,870,000	\$ 1,870,000	\$ 1,870,000
Building Expense to Carryover					\$ -	\$ -
Building Expense Prior Year Carryover Credit			\$ (1,143,117)	\$ (1,143,117)	\$ (1,143,117)	\$ (1,143,117)
Contribution to Election Reserve					\$ -	\$ -
Proj Additional Election Rsrv Contribution					\$ -	\$ -
Portion to be Funded by General Oper Fund					-	-
TOTAL EXPENSES	\$ 1,574,101	\$ 1,630,995	\$ 8,991,849	\$ 8,991,530	\$10,565,950	\$ 10,622,525
REVENUES:						
Retail Meter Charge			\$ 7,837,792	\$ 7,837,792	\$ 7,837,792	\$ 7,837,792
Ground Water Customer Charge			595,323	595,323	595,323	595,323
Interest Revenue			458,000	458,000	458,000	458,000
Miscellaneous Income			3,000	3,000	3,000	3,000
Choice Revenue	1,574,101	1,630,995			1,574,101	1,630,995
TOTAL REVENUES	\$ 1,574,101	\$ 1,630,995	\$ 8,894,115	\$ 8,894,115	\$10,468,216	\$ 10,525,110
EFFECT ON RESERVES:						
TOTAL CONTRIBUTION (DRAW) FROM RESERVES	\$ -	\$ -	\$ (97,734)	\$ (97,415)	\$ (97,734)	\$ (97,415)

- (1) Total FY2020-2021 Salaries & Wages includes \$77,019 for intern support
- (2) Total FY2020-2021 Benefits includes \$8,232 for intern support. Total Benefits also includes a Calpers contribution for full time employees of 11.031% for Classic employees and 7.732% for PEPRA employees. A further assumption is that medical, dental and vision insurance rates will increase by 3% for calendar year 2021.
- (3) Carryover is for work and capital purchases on the building that were budgeted for but not completed and will be carried over to the next year as a carryover credit
- (4) Carryover credit is the cumulative dollars from prior years that was unspent and that will be applied toward work projected to be completed in future years
- (5) Based on correspondence with the O.C. Registrar of Voters on October 30, 2019 concerning election expense increases where costs per election will range from \$261,788 to \$333,185. The portion to be funded by the general operating fund is shown on the line below.



Annual Budget for Fiscal Year 2020-21

Final Budget with updated Choice Programs

MWDOC's mission is:

To provide reliable, high-quality supplies from MWD and other sources to meet present and future needs, at an equitable and economical cost, and to promote water use efficiency for all of Orange County

Exhibit A2
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CORE FUND

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES:						
Salaries & Wages	\$ 3,516,650	\$ 3,364,258	\$ (152,392)	\$ 3,609,691	\$ 245,433	\$ 93,041
Employee Benefits	1,097,992	1,066,592	(31,401)	1,182,786	116,194	84,794
Director Compensation	268,133	205,000	(63,133)	258,909	53,909	(9,224)
Director Benefits	93,947	123,093	29,146	101,971	(21,123)	8,023
MWD Representation	153,218	112,000	(41,218)	157,070	45,070	3,852
CALPERS Unfunded Liability Contribution	207,000	207,000	-	207,000	-	-
Overhead Reimbursement	(223,992)	(237,319)	(13,327)	(300,926)	(63,608)	(76,934)
Health Insurance Coverage for Retirees	70,287	61,376	(8,911)	87,449	26,073	17,162
Audit Expense	29,240	19,767	(9,473)	29,725	9,958	485
Automotive & Toll Road Expenses	20,200	22,038	1,838	21,300	(738)	1,100
Conference Expense - Staff	40,535	24,995	(15,540)	26,515	1,520	(14,020)
Conference Expense - Directors	28,440	22,225	(6,215)	18,695	(3,530)	(9,745)
Engineering Expense	435,000	277,600	(157,400)	340,000	62,400	(95,000)
Insurance Expense	140,000	105,000	(35,000)	110,000	5,000	(30,000)
Legal Expense - General	200,000	260,800	60,800	210,500	(50,300)	10,500
Maintenance Expense	138,527	110,345	(28,182)	131,420	21,075	(7,107)
Membership / Sponsorship	114,966	149,059	34,093	127,161	(21,898)	12,195
CDR Participation	50,156	50,156	-	53,158	3,002	3,002
Miscellaneous Expense	97,300	72,054	(25,246)	103,000	30,946	5,700
Postage / Mail Delivery	9,000	8,650	(350)	8,900	250	(100)
Professional Fees	920,445	770,546	(149,899)	996,202	225,656	75,757
Rents & Leases	3,616	2,800	(816)	1,750	(1,050)	(1,866)
Outside Printing, Subscription & Books	62,500	63,300	800	84,700	21,400	22,200
Office Supplies	36,000	30,500	(5,500)	39,000	8,500	3,000
Building Repair & Maintenance	20,000	12,845	(7,155)	15,000	2,155	(5,000)
Computer Maintenance	8,000	6,000	(2,000)	8,000	2,000	-
Business Expense	5,200	3,500	(1,700)	4,500	1,000	(700)
Software Support & Expense	93,634	91,000	(2,634)	89,640	(1,360)	(3,994)
Computers and Equipment	45,750	40,000	(5,750)	31,550	(8,450)	(14,200)
Telecommunications Expense	24,333	28,704	4,371	29,650	946	5,317
Temporary Help Expense	5,000	14,000	9,000	5,000	(9,000)	-
Training Expense	30,000	42,937	12,937	62,500	19,563	32,500
Tuition Reimbursement	5,000	5,000	-	5,000	-	-

(1)

(2)

Exhibit A2
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CORE FUND

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES: continued						
Travel & Accommodations - Staff	89,131	48,887	(40,244)	62,495	13,608	(26,636)
Travel & Accommodations - Directors	46,625	24,591	(22,034)	24,900	309	(21,725)
MWDOC's Contribution to WEROC: Operations	228,978	228,978	-	241,236	12,258	12,258
and to WEROC Capital Improvements	44,389	44,389	-	-	(44,389)	(44,389)
Capital Acquisition (excluding building)	366,900	20,000	(346,900)	154,200	134,200	(212,700)
Capital Acquisition to Carryover		346,900	346,900	271,900	(75,000)	271,900
Capital Acq Prior Year Carryover Credit	(330,624)	(330,624)	-	(346,900)	(16,276)	(16,276)
NORMAL OPERATING EXPENSES	\$ 8,191,477	\$ 7,518,943	\$ (672,534)	\$ 8,264,646	\$ 745,703	\$ 73,169
MWDOC's Building Expense	\$ 1,259,057	\$ 410,410	\$ (848,647)	\$ 1,870,000	\$ 1,459,590	\$ 610,943
Building Expense to Carryover		\$ 848,647	\$ 848,647	\$ -	\$ (848,647)	\$ -
Building Expense Prior Year Carryover Credit	\$ (423,226)	\$ (423,226)	\$ -	\$ (1,143,117)	\$ (719,891)	\$ (719,891)
Contribution to Election Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Additional Election Reserve Contribution		\$ 637,000	\$ 637,000		\$ (637,000)	\$ -
Portion to be Funded by General Operating Fund		(208,416)	(208,416)		208,416	-
TOTAL EXPENSES	\$ 9,027,308	\$ 8,783,358	\$ (243,950)	\$ 8,991,529	\$ 208,171	\$ (35,779)
REVENUES:						
Retail Meter Charge	\$ 7,888,930	\$ 7,888,930	\$ -	\$ 7,837,792	\$ (51,138)	\$ (51,138)
Ground Water Customer Charge	598,248	598,248	-	595,323	(2,925)	(2,925)
Interest Revenue	580,000	489,000	(91,000)	458,000	(31,000)	(122,000)
Miscellaneous Income	3,000	15,600	12,600	3,000	(12,600)	-
TOTAL REVENUES	\$ 9,070,177	\$ 8,991,778	\$ (78,400)	\$ 8,894,116	\$ (97,662)	\$ (176,062)
EFFECT ON RESERVES:						
TOTAL CONTRIBUTION (DRAW) FROM RESERVES	\$ 42,870	\$ 208,420	\$ 165,550	\$ (97,413)	\$ (305,833)	\$ (140,283)

- (1) Total FY2020-2021 Salaries & Wages includes \$15,840 for intern support
- (2) Total FY2020-2021 Benefits includes \$1,636 for intern support. Total Benefits also includes a Calpers contribution for full time employees of 11.031% for Classic employees and 7.732% for PEPRA employees. A further assumption is that medical, dental and vision insurance rates will increase by 3% for calendar year 2021.
- (3) Carryover is for work and capital purchases on the building that were budgeted for but not completed and will be carried over to the next year as a carryover credit
- (4) Carryover credit is the cumulative dollars from prior years that was unspent and that will be applied toward work projected to be completed in future years.
- (5) Based on correspondence with the O.C. Registrar of Voters on October 30, 2019 concerning election expense increases where costs per election will range from \$261,788 to \$333,185. The portion to be funded by the general operating fund is shown on the line below.
- (6) MWDOC FY2020-2021 designated reserve target is unfunded in the amount of \$109,715 with \$203,048 projected to be added to reserves from FY2019-2020 operations. Therefore the target needed draw from reserves for FY2020-2021 operations is \$109,715-\$203,048 = (\$93,333).

Exhibit A3
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CHOICE FUNDS

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES:						
Salaries & Wages	\$ 535,389	\$ 502,826	\$ (32,563)	\$ 542,384	\$ 39,558	\$ 6,995
less for Recovery from Grants	(5,500)	(18,728)	(13,228)	-	18,728	5,500
Employee Benefits	163,657	126,727	(36,930)	152,599	25,872	(11,058)
Director Compensation	-	-	-	-	-	-
Director Benefits	-	-	-	-	-	-
MWD Representation	-	-	-	-	-	-
Overhead Reimbursement	223,992	237,319	13,327	300,926	63,608	76,934
Health Insurance Coverage for Retirees	-	-	-	-	-	-
Audit Expense	-	-	-	-	-	-
Automotive & Toll Road Expenses	1,500	500	(1,000)	1,000	500	(500)
Vehicle Expense	13,160	5,246	(7,914)	6,350	1,104	(6,810)
Conference Expense - Staff	-	-	-	-	-	-
Conference Expense - Directors	-	-	-	-	-	-
Engineering Expense	-	-	-	-	-	-
Insurance Expense	-	-	-	-	-	-
Legal Expense - General	-	-	-	-	-	-
Maintenance Expense	-	-	-	-	-	-
Membership / Sponsorship	-	-	-	-	-	-
Miscellaneous Expense	12,000	12,669	669	12,000	(669)	-
Postage / Mail Delivery	400	233	(167)	400	167	-
Professional Fees	566,885	531,633	(35,252)	585,136	53,503	18,251
Rents & Leases	-	-	-	-	-	-
Outside Printing, Subscription & Books	-	-	-	-	-	-
Office Supplies	-	-	-	-	-	-
Supplies - Water Loss Control	2,033	6,200	4,167	10,000	3,800	7,967
Computer Maintenance	-	-	-	-	-	-
Software Support & Expense	-	-	-	15,000	15,000	15,000
Telecommunications Expense	1,440	1,200	(240)	1,200	-	(240)
Computers and Equipment	3,700	2,400	(1,300)	2,000	(400)	(1,700)
Temporary Help Expense	-	-	-	-	-	-
Training Expense	2,000	2,000	-	2,000	-	-
Tuition Reimbursement	-	-	-	-	-	-

(1)

(2)

Exhibit A3
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CHOICE FUNDS

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES: continued						
Travel & Accommodations - Staff	-	-	-	-	-	-
Travel & Accommodations - Directors	-	-	-	-	-	-
Capital Acquisition	70,180	76,519		-	(76,519)	(70,180)
Subtotal Expenses	\$ 1,590,836	\$ 1,486,743	\$ (110,432)	\$ 1,630,995	\$ 144,252	9.70%
TOTAL EXPENSES	\$ 1,590,836	\$ 1,486,743	\$ (104,093)	\$ 1,630,995	\$ 144,252	\$ 40,159

REVENUES:						
Choice Revenue	\$ 1,590,836	\$ 1,486,743	\$ (104,093)	\$ 1,630,995	\$ 144,252	\$ 40,159
TOTAL REVENUES	\$ 1,590,836	\$ 1,486,743	\$ (104,093)	\$ 1,630,995	\$ 144,252	\$ 40,159

- (1) Total FY2020-2021 Salaries & Wages includes \$61,179 for intern support
- (2) Total FY2020-2021 Benefits includes \$6,547 for intern support. Total Benefits also includes a Calpers contribution for full time employees of 11.031% for Classic employees and 7.732% for PEPRA Calpers employees. A further assumption is that medical, dental and vision insurance rates will increase by 3% for calendar year 2021.

Exhibit A4
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CONSOLIDATED

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES:						
Salaries & Wages	\$ 4,052,039	\$ 3,867,084	\$ (184,955)	\$ 4,152,075	\$ 284,991	\$ 100,036
less for Recovery from Grants	(5,500)	(18,728)	(13,228)	-	18,728	5,500
Employee Benefits	1,261,649	1,193,319	(68,330)	1,335,385	142,066	73,736
Director Compensation	268,133	205,000	(63,133)	258,909	53,909	(9,224)
Director Benefits	93,947	123,093	29,146	101,971	(21,123)	8,023
MWD Representation	153,218	112,000	(41,218)	157,070	45,070	3,852
CALPERS Unfunded Liability Contribution	207,000	207,000	-	207,000	-	-
Overhead Reimbursement	-	-	-	-	-	-
Health Insurance Coverage for Retirees	70,287	61,376	(8,911)	87,449	26,073	17,162
Audit Expense	29,240	19,767	(9,473)	29,725	9,958	485
Automotive & Toll Road Expenses	21,700	22,538	838	22,300	(238)	600
Vehicle Expense - Water Loss Control	13,160	5,246	(7,914)	6,350	1,104	(6,810)
Conference Expense - Staff	40,535	24,995	(15,540)	26,515	1,520	(14,020)
Conference Expense - Directors	28,440	22,225	(6,215)	18,695	(3,530)	(9,745)
Engineering Expense	435,000	277,600	(157,400)	340,000	62,400	(95,000)
Insurance Expense	140,000	105,000	(35,000)	110,000	5,000	(30,000)
Legal Expense - General	200,000	260,800	60,800	210,500	(50,300)	10,500
Maintenance Expense	138,527	110,345	(28,182)	131,420	21,075	(7,107)
Membership / Sponsorship	114,966	149,059	34,093	127,161	(21,898)	12,195
CDR Participation	50,156	50,156	-	53,158	3,002	3,002
Miscellaneous Expense	109,300	84,723	(24,577)	115,000	30,277	5,700
Postage / Mail Delivery	9,400	8,883	(517)	9,300	417	(100)
Professional Fees	1,487,330	1,302,179	(185,151)	1,581,338	279,159	94,008
Rents & Leases	3,616	2,800	(816)	1,750	(1,050)	(1,866)
Outside Printing, Subscription & Books	62,500	63,300	800	84,700	21,400	22,200
Office Supplies	36,000	30,500	(5,500)	39,000	8,500	3,000
Supplies - Water Loss Control	2,033	6,200	4,167	10,000	3,800	7,967
Building Repair & Maintenance	20,000	12,845	(7,155)	15,000	2,155	(5,000)
Computer Maintenance	8,000	6,000	(2,000)	8,000	2,000	-
Business Expense	5,200	3,500	(1,700)	4,500	1,000	(700)
Software Support & Expense	93,634	91,000	(2,634)	104,640	13,640	11,006
Computers and Equipment	49,450	42,400	(7,050)	33,550	(8,850)	(15,900)
Telecommunications Expense	25,773	29,904	4,131	30,850	946	5,077
Temporary Help Expense	5,000	14,000	9,000	5,000	(9,000)	-
Training Expense	32,000	44,937	12,937	64,500	19,563	32,500
Tuition Reimbursement	5,000	5,000	-	5,000	-	-

(1)

(2)

Exhibit A4
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
CONSOLIDATED

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
OPERATING EXPENSES: continued						
Travel & Accommodations - Staff	89,131	48,887	(40,244)	62,495	13,608	(26,636)
Travel & Accommodations - Directors	46,625	24,591	(22,034)	24,900	309	(21,725)
MWDOC's Contribution to WEROC: Operations	228,978	228,978	-	241,236	12,258	12,258
and to WEROC Capital Improvements	44,389	44,389	-	-	(44,389)	(44,389)
Capital Acquisition (excluding building)	437,080	96,519	(340,561)	154,200	57,681	(282,880)
Capital Acquisition to Carryover		346,900	346,900	271,900	(75,000)	271,900
Capital Acq Prior Year Carryover Credit	(330,624)	(330,624)	-	(346,900)	(16,276)	(16,276)
NORMAL OPERATING EXPENSES	\$ 9,782,312	\$ 9,005,686	\$ (776,626)	\$ 9,895,641	\$ 889,955	\$ 113,329
MWDOC's Building Expense	\$ 1,259,057	\$ 410,410	\$ (848,647)	\$ 1,870,000	\$ 1,459,590	\$ 610,943
Building Expense to Carryover		\$ 848,647	\$ 848,647	\$ -	\$ (848,647)	\$ -
Building Expense Prior Year Carryover Credit	\$ (423,226)	\$ (423,226)	\$ -	\$ (1,143,117)	\$ (719,891)	\$ (719,891)
Contribution to Election Reserve		\$ -	\$ -	\$ -	\$ -	\$ -
Proj Additional Election Rsrv Contribution		\$ 637,000	\$ 637,000	\$ -	\$ (637,000)	\$ -
Portion to be Funded by General Oper Fund		(208,416)	(208,416)	-	208,416	-
TOTAL EXPENSES	\$ 10,618,143	\$ 10,270,101	\$ (348,042)	\$ 10,622,524	\$ 352,423	\$ 4,381

REVENUES:						
Retail Meter Charge	\$ 7,888,930	\$ 7,888,930	\$ 0	\$ 7,837,792	\$ (51,138)	\$ (51,137)
Ground Water Customer Charge	598,248	598,248	0	595,323	(2,925)	(2,924)
Interest Revenue	580,000	489,000	(91,000)	458,000	(31,000)	(122,000)
Miscellaneous Income	3,000	15,600	12,600	3,000	(12,600)	-
Choice Revenue	1,590,836	1,486,743	(104,093)	1,630,995	144,252	40,159
TOTAL REVENUES	\$ 10,661,013	\$ 10,478,521	\$ (182,492)	\$ 10,525,111	\$ 46,589	\$ (135,902)

EFFECT ON RESERVES:						
TOTAL CONTRIBUTION (DRAW) FROM RESERVES	\$ 42,870	\$ 208,420	\$ 165,550	\$ (97,413)	\$ (305,833)	\$ (140,283)

- (1) Total FY2020-2021 Salaries & Wages includes \$77,019 for intern support
- (2) Total FY2020-2021 Benefits includes \$8,232 for intern support. Total Benefits also includes a Calpers contribution for full time employees of 11.031% for Classic employees and 7.732% for PEPRA employees. A further assumption is that medical, dental and vision insurance rates will increase by 3% for calendar year 2021.
- (3) Carryover is for work and capital purchases on the building that were budgeted for but not completed and will be carried over to the next year as a carryover credit
- (4) Carryover credit is the cumulative dollars from prior years that was unspent and that will be applied toward work projected to be completed in future years.
- (5) Based on correspondence with the O.C. Registrar of Voters on October 30, 2019 concerning election expense increases where costs per election will range from \$261,788 to \$333,185. The portion to be funded by the general operating fund is shown on the line below.
- (6) MWDOC FY2020-2021 designated reserve target is unfunded in the amount of \$109,715 with \$203,048 projected to be added to reserves from FY2019-2020 operations. Therefore the target needed draw from reserves for FY2020-2021 operations is \$109,715-\$203,048 = (\$93,333).

Exhibit A5
SUMMARY OF REVENUES AND EXPENSES BY LINE ITEMS
WATER FUND

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
Water Revenues			(1)			(2)
Water Sales	\$ 237,841,537	\$ 174,871,979	\$ (62,969,558)	\$ 213,288,586	\$ 38,416,607	\$ (24,552,951)
Local Resource Program Incentives	(5,465,263)	(5,449,864)	15,399	(4,881,259)	568,605	584,004
Readiness-To-Serve Charge	10,071,282	10,566,985	495,703	11,583,326	1,016,341	1,512,044
Capacity Charge	3,615,440	3,746,098	130,658	3,892,240	146,142	276,800
Interest Revenue - Tier 2 Cont.	20,000	21,000	1,000	22,000	1,000	2,000
SCP/SAC Pipeline Surcharge	350,000	312,432	(37,568)	315,000	2,568	(35,000)
TOTAL WATER REVENUES	\$ 246,432,996	\$ 184,068,630	\$ (62,364,367)	\$ 224,219,893	\$ 40,151,263	\$ (22,213,103)
Water Expenses						
Water Purchases	\$ 237,841,537	\$ 174,871,979	\$ (62,969,558)	\$ 213,288,586	\$ 38,416,607	\$ (24,552,951)
Local Resource Program Incentives	(5,465,263)	(5,449,864)	15,399	(4,881,259)	568,605	584,004
Readiness-To-Serve Charge	10,071,282	10,566,985	495,703	11,583,326	1,016,341	1,512,044
Capacity Charge	3,615,440	3,746,098	130,658	3,892,240	146,142	276,800
SCP/SAC Pipeline Surcharge	350,000	312,432	(37,568)	315,000	2,568	(35,000)
TOTAL WATER EXPENSES	\$ 246,412,996	\$ 184,047,630	\$ (62,365,367)	\$ 224,197,893	\$ 40,150,263	\$ (22,215,103)
Changes to Fund Balance:						
Tier 2 Contingency	\$ 20,000	\$ 21,000	\$ 1,000	\$ 22,000	\$ 1,000	\$ 2,000

(1) The large variance between FY19-20 Adopted Budget and Project Actuals is due to the below average water demands of MWDOC's retail agencies, but it is mostly the result of OCWD's decision not to purchase any replenishment water due to the anticipated PFAS regulations. Although there was 26,500 AF of total Cyclic water purchased from OCWD between September and December 2019 it did not replace the total budget estimate of 65,000 AF of replenishment water.

(2) Proposed Budget sales for FY2020-21 are estimated to be below last year's Adopted Budget as a result of OCWD's decision not to purchase 65,000 AF of replenishment water due to the PFAS regulations reducing groundwater production. Although PFAS will increase treated imported water purchases among a number of groundwater producers, total imported water purchases are still estimated to be below historical averages.

Exhibit A6
SUMMARY OF FUNDING AND EXPENSES
For All Water Use Efficiency Programs

	FY 2019-2020 ADOPTED BUDGET	FY 2019-2020 PROJECTED ACTUALS	VARIANCE ACTUALS TO BUDGET	FY 2020-2021 PROPOSED BUDGET	VARIANCE TO PROJECTED ACTUALS	VARIANCE TO FY 2019-2020 BUDGET
Funding						
Metropolitan Water District	\$ 1,067,130	\$ 1,011,036	\$ (56,094)	\$ 788,114	\$ (222,922)	\$ (279,016)
USBR	77,850	140,291	62,441	137,354	(2,937)	59,504
DWR	150,162	972,345	822,183	465,836	(506,509)	315,674
Member Agencies	1,040,004	365,216	(674,788)	153,630	(211,586)	(886,374)
MWDOC	35,000	35,000	(0)	35,000	-	(0)
TOTAL OUTSIDE FUNDING	\$ 2,370,147	\$ 2,523,887	\$ 153,741	\$ 1,579,934	\$ (943,954)	\$ (790,213)
Program Expenses Funded from Outside Sources						
Project Administration - Staff Time	\$ 5,500	\$ -	\$ (5,500)	\$ -	\$ -	\$ (5,500)
Monitoring and Evaluation	-	-	-	-	-	-
Installation Verification	50,000	65,044	15,044	59,000	(6,045)	9,000
Rebate Incentives	2,320,539	2,458,843	138,304	1,520,934	(937,909)	(799,605)
Databasing	-	-	-	-	-	-
TOTAL PROGRAMS EXPENSES	\$ 2,376,039	\$ 2,523,887	\$ 147,849	\$ 1,579,934	\$ (943,954)	\$ (796,105)

Exhibit B
Expenditures by Program

Cost Center	PROGRAM	FY 2019-2020 BUDGET FTE	FY 2020-2021 BUDGET FTE	FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
11	Administrative - Board	1.80	1.67	\$ 1,184,631	\$ 1,053,554	\$ 1,173,230
12	Administrative - General	3.54	3.75	638,939	692,049	695,341
13	Personnel / Staff Development	1.52	1.56	328,436	376,227	427,047
19	Overhead	4.27	4.43	1,154,272	1,083,276	1,068,235
21	Reliability Planning and Engineering	4.15	3.62	1,139,854	937,588	941,736
23	Metropolitan Issues and Water Policy	3.96	3.76	804,601	654,647	777,165
31	Governmental Affairs	0.94	0.97	495,902	469,764	514,960
35	Water Use Efficiency (Core)	0.97	1.04	485,759	373,724	461,443
32	Public Affairs	3.81	4.45	796,908	785,728	910,703
41	Finance	3.17	3.55	582,299	518,979	673,518
45	Information Technology	0.99	1.01	306,509	300,040	380,031
25	MWDOC's Contribution to WEROC	2.53	3.20	273,367	273,367	241,236
CORE TOTAL		31.67	33.01	\$ 8,191,477	\$ 7,518,943	\$ 8,264,646
62	Water Use Efficiency Program	5.07	4.85	874,517	776,962	900,920
63	School Programs	0.10	0.06	437,561	440,659	406,606
70	Water Loss Control	1.46	1.83	278,757	269,123	323,469
CHOICE TOTAL		6.62	6.73	\$ 1,590,836	\$ 1,486,743	\$ 1,630,995
CORE & CHOICE TOTAL		38.29	39.74	\$ 9,782,312	\$ 9,005,686	\$ 9,895,641
Includes:	Full-time employees	33.12	33.00	(2)		
	Part-time employees	0.74	1.15			
	Interns	1.90	2.39	(3)		
	WEROC Full-time employees	2.53	2.72			
	WEROC Part-time employees	0.00	0.48	(3)		

(1)

(1) Total Operational Costs of WEROC is allocated among MWDOC, OCWD, OCSD, Anaheim, Santa Ana, Fullerton and South Orange County Wastewater Authority. Capital Expenditures are provided by MWDOC. Dollars shown are MWDOC's share only.

(2) FTE's for 2019-2020 are calculated based on 2096 hours of work for the year. FTE's for 2020-2021 are calculated based on 2088 hours worked for the year. This corresponds to the actual working days for the fiscal year which varies year to year. MWDOC and WEROC combined are budgeted to have a total of 36 full-time employees, 1 part-time employee and 5 interns. MWDOC and WEROC share one of the full-time employees. Several full-time employees are budgeted to work less than 40 hours a week which explains the fractions of an FTE for full-time employees. Another reason for the fractions of an FTE are that employees are budgeted to work in multiple cost centers. This includes budgeting their vacation, sick and holiday hours to cost center 19 (overhead).

(3) The increase of one FTE overall is due to WEROC hiring one temporary part-time employee for the AWIA program and Water Loss Control hiring one part-time intern.

Municipal Water District of Orange County
2020-2021 FISCAL MASTER PLAN PROJECTIONS

(in thousands)

	Projected ACTUALS FY19-20	BUDGET FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Beginning Designated Reserve Balance - MWDOC	\$6,768	\$ 6,768	\$ 6,670	\$ 6,739	\$ 7,165	\$ 8,099	\$ 9,199
OPEB Reserve	297	297	297	297	297	297	297
Adjusted Reserve Balance	6,471	6,471	6,373	6,442	6,868	7,802	8,902
Revenues							
Water Rate Revenues:							
Retail Meter Agency Charge	7,889	7,838	8,312	8,686	8,965	9,251	9,540
Ground Water Customer Charge	598	595	607	619	632	644	657
Subtotal	8,487	8,433	8,920	9,305	9,597	9,895	10,197
Other Revenues:							
Choice Revenues	1,487	1,631	1,664	1,697	1,731	1,765	1,801
Interest Earnings	489	458	597	608	632	674	723
Misc./Reimbursements	16	3	3	3	3	3	3
Subtotal	1,991	2,092	2,264	2,308	2,366	2,442	2,526
Total Revenues	10,479	10,525	11,183	11,613	11,963	12,338	12,724
Expenses							
Core Expenses	7,483	8,185	8,349	8,516	8,686	8,860	9,037
Choice Expenses	1,487	1,631	1,664	1,697	1,731	1,765	1,801
Capital Acquisitions (not including building)	36	79	20	20	20	20	20
Total Expenses w/o Building & Election	9,006	9,896	10,033	10,233	10,437	10,646	10,858
Revenue Over Expenses w/o Building & Election	1,473	629	1,151	1,380	1,525	1,692	1,865
ELECTION Reserve Beginning Balance	696	1,333	-	582	164	746	-
Annual Election Reserve Contribution	637	-	582	582	582	582	582
Annual Election Expense	-	1,333	-	1,000	-	1,333	-
Election Reserve Ending Balance	1,333	-	582	164	746	-	582
BUILDING Reserve Beginning Balance	444	444	444	71	433	433	433
Annual Building Reserve Contribution	836	727	500	372	10	10	10
Annual Building Expense	836	727	873	10	10	10	10
and to WEROC Capital Improvements	444	444	71	433	433	433	433
CASH FLOW Reserve Beginning Balance	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Annual Cash Flow Reserve Contribution	-	-	-	-	-	-	-
Cash Flow Reserve Ending Balance	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Adjustments to the General Fund Reserve	-	-	-	-	-	-	-
Ending General Fund & Cash Flow Reserves	\$ 4,694	\$ 5,929	\$ 5,790	\$ 6,272	\$ 6,623	\$ 8,469	\$ 9,160
Document does not reflect MWDOC's irrevocable trust towards OPEB liability							
MWDOC Water Rates							
Total Retail Customer Meters	636,204	642,442	644,366	648,211	652,010	656,101	660,200
OCWD BPP %	75%	75%	75%	75%	75%	75%	75%
Increment Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Charge	\$ 12.40	\$ 12.20	\$ 12.90	\$ 13.40	\$ 13.75	\$ 14.10	\$ 14.45
Fixed Charge %		100%	100%	100%	100%	100%	100%
Rate Increase Proposal:							
Increment Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Connection Charge	\$ (0.20)	\$ 0.70	\$ 0.50	\$ 0.35	\$ 0.35	\$ 0.35	\$ 0.35

1 Assumptions for FMP:

Inflation factor:

2.00% per year

Rate of return on Investment of portfolio:

3.21% per year

Working Capital and Interest Revenue Projections

	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
Working Capital:					
Designated Reserve Fund	6,670	6,739	7,165	8,099	9,199
General Fund Float	8,000	8,000	8,000	8,000	8,000
WUE use of fund	(200)	(200)	(200)	(200)	(200)
Water Payment Float	3,850	3,875	3,900	3,925	3,950
Average Working Capital	18,320	18,414	18,665	19,824	20,949
Interest rate	3.26%	3.30%	3.35%	3.40%	3.45%
Interest Revenue Projections:					
Interest income - General	597	608	632	674	723
Total Interest Revenue Projections	597	608	632	674	723

Total Core Expenses

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	3,516,650	3,364,258	3,609,691
6090	Directors Compensation - MWDOC	268,133	205,000	258,909
6095	Directors Compensation - MWD	153,218	112,000	157,070
6105	Benefits - Admin	1,097,993	1,066,592	1,182,786
	CALPERS Unfunded Liability Contribution	207,000	207,000	207,000
	Overhead Reimbursement	(223,992)	(237,319)	(300,926)
6115	Benefits - Directors	93,947	123,093	101,971
6120	Health Insurance Coverage for Retirees	70,287	61,376	87,449
6205	Training	30,000	42,937	62,500
6210	Tuition Reimbursement	5,000	5,000	5,000
6220	Temporary Help	5,000	14,000	5,000
7010	Engineering - Outside Services	435,000	277,600	340,000
7020	Legal - General	200,000	260,800	210,500
7030	Audit	29,240	19,767	29,725
7040	Other Professional Fees	920,445	770,546	996,202
7110	Conference - Employee	40,535	24,995	26,515
7115	Conference - Directors	28,440	22,225	18,695
7150	Travel & Accommodations - Employee	89,131	48,887	62,495
7155	Travel & Accommodations - Director	46,625	24,591	24,900
7210	Membership / Sponsorship	114,966	149,059	127,161
7250	CDR Participation	50,156	50,156	53,158
7305	Business Expense	5,200	3,500	4,500
7310	Office Maintenance	138,527	110,345	125,420
7315	Building Repair & Maintenance	20,000	12,845	15,000
7320	Rents & Leases	3,616	2,800	1,750
7330	Office Supplies	36,000	30,500	39,000
7340	Postal / Mail Delivery	9,000	8,650	8,900
7350	Subscriptions / Books	1,500	600	1,000
7360	Reproduction Expense	61,000	62,700	83,700
7410	Computer & Peripherals Maint	8,000	6,000	8,000
7430	Software Purchase	34,500	32,000	42,000
7440	Software Support	59,134	59,000	47,640
7540	Computers and Equipment	45,750	40,000	31,550
7580	Maintenance Expense	-	-	6,000
7610	Automotive / Mileage	19,300	20,818	20,000
7615	Toll Road Charges	900	1,220	1,300
7620	Insurance Expense	140,000	105,000	110,000
7640	Utilities - Telephone	24,333	28,704	29,650
7650	Bank Fees	1,200	900	1,200
7670	Miscellaneous Expenses	96,100	71,154	101,800
8810	Capital Acquisition	366,900	20,000	154,200
	Total Expenditure	8,248,735	7,229,300	8,098,410
MWDOC's Contribution:				
	to WEROC Capital improvements	44,389	44,389	-
	to WEROC Operations	228,978	228,978	241,236
MWDOC's Contribution to Election Rsrv				
	Proj Additional Election Rsrv Contribution	-	637,000	-
	Portion to be Funded by Gen Oper Fund	-	(208,416)	-
Capital Acquisition to Carryover (8810)				
	Capitol Acq Prior Year Carryover Credit	(330,624)	(330,624)	(346,900)
MWDOC's Building Expense (8811)				
	Building Expense to Carryover	-	848,647	-
	Building Prior Year Carryover Credit	(423,226)	(423,226)	(1,143,117)
		<u>9,027,309</u>	<u>8,783,358</u>	<u>8,991,529</u>

Total Choice Revenue and Expense

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
	Choice Revenue	1,289,894	1,289,893	1,234,354
4205	School Contracts	118,213	118,213	120,376
4705	Prior Year Carry Over	182,729	182,729	276,265
		-	-	-
	Choice billing over/under	-	(104,092)	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
	Total Revenue	1,590,836	1,486,743	1,630,995

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	535,389	502,826	542,384
	S & B Reimb. DSC or Recov from Grants	(5,500)	(18,728)	-
6090	Directors Compensation - MWD	-	-	-
6095	Directors Compensation - MWD	-	-	-
6105	Benefits - Admin	163,657	126,727	152,599
	Overhead Reimbursement	223,992	237,319	300,926
6115	Benefits - Directors	-	-	-
6120	Health Insurance Coverage for Retirees	-	-	-
6205	Training	2,000	2,000	2,000
6210	Tuition Reimbursement	-	-	-
6220	Temporary Help	-	-	-
7010	Engineering - Outside Services	-	-	-
7020	Legal - General	-	-	-
7030	Audit	-	-	-
7040	Other Professional Fees	141,972	106,720	190,373
	Other Professional Fees - School Programs	424,913	424,913	394,763
7110	Conference - Employee	-	-	-
7115	Conference - Directors	-	-	-
7150	Travel & Accommodations - Employee	-	-	-
7155	Travel & Accommodations - Director	-	-	-
7210	Membership / Sponsorship	-	-	-
7250	CDR Participation	-	-	-
7310	Office Maintenance	-	-	-
7320	Rents & Leases	-	-	-
7330	Office Supplies	-	-	-
7332	Supplies - Water Loss Control	2,033	6,200	10,000
7340	Postal / Mail Delivery	400	233	400
7350	Subscriptions/Books	-	-	-
7360	Reproduction Expense	-	-	-
7410	Computer & Peripherals Maint	-	-	-
7430	Software Purchase	-	-	15,000
7440	Software Support	-	-	-
7540	Computers and Equipment	3,700	2,400	2,000
7580	Maintenance Expense	-	-	-
7610	Automotive / Mileage	-	-	-
7612	Vehicle Expense	13,160	5,246	6,350
7615	Toll Road Charges	1,500	500	1,000
7620	Insurance Expense	-	-	-
7640	Utilities - Telephone	1,440	1,200	1,200
7650	Bank Fees	-	-	-
7670	Miscellaneous Expenses	12,000	12,669	12,000
8410	Overhead Reimbursement	-	-	-
8610	Depreciation Expense	-	-	-
8710	Election Expenses	-	-	-
8810	Capital Acquisition	70,180	76,519	-
	Total Expenditure	1,590,836	1,486,743	1,630,995

Total Core and Choice Expenses

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	4,052,039	3,867,084	4,152,075
	S & B Reimb. DSC or Recov from Grants	(5,500)	(18,728)	-
6090	Directors Compensation - MWDOC	268,133	205,000	258,909
6095	Directors Compensation - MWD	153,218	112,000	157,070
6105	Benefits - Admin	1,261,650	1,193,319	1,335,385
	CALPERS Unfunded Liability Contribution	207,000	207,000	207,000
	Overhead Reimbursement	(0)	-	-
6115	Benefits - Directors	93,947	123,093	101,971
6120	Health Insurance Coverage for Retirees	70,287	61,376	87,449
6205	Training	32,000	44,937	64,500
6210	Tuition Reimbursement	5,000	5,000	5,000
6220	Temporary Help	5,000	14,000	5,000
7010	Engineering - Outside Services	435,000	277,600	340,000
7020	Legal - General	200,000	260,800	210,500
7030	Audit	29,240	19,767	29,725
7040	Other Professional Fees	1,062,417	877,266	1,186,575
	Other Professional Fees - School Programs	424,913	424,913	394,763
7110	Conference - Employee	40,535	24,995	26,515
7115	Conference - Directors	28,440	22,225	18,695
7150	Travel & Accommodations - Employee	89,131	48,887	62,495
7155	Travel & Accommodations - Director	46,625	24,591	24,900
7210	Membership / Sponsorship	114,966	149,059	127,161
7250	CDR Participation	50,156	50,156	53,158
7305	Business Expense	5,200	3,500	4,500
7310	Office Maintenance	138,527	110,345	125,420
7315	Building Repair & Maintenance	20,000	12,845	15,000
7320	Rents & Leases	3,616	2,800	1,750
7330	Office Supplies	36,000	30,500	39,000
7332	Supplies - Water Loss Control	2,033	6,200	10,000
7340	Postal / Mail Delivery	9,400	8,883	9,300
7350	Subscriptions / Books	1,500	600	1,000
7360	Reproduction Expense	61,000	62,700	83,700
7410	Computer & Peripherals Maint	8,000	6,000	8,000
7430	Software Purchase	34,500	32,000	57,000
7440	Software Support	59,134	59,000	47,640
7540	Computers and Equipment	49,450	42,400	33,550
7580	Maintenance Expense	-	-	6,000
7610	Automotive / Mileage	19,300	20,818	20,000
7612	Vehicle Expense	13,160	5,246	6,350
7615	Toll Road Charges	2,400	1,720	2,300
7620	Insurance Expense	140,000	105,000	110,000
7640	Utilities - Telephone	25,773	29,904	30,850
7650	Bank Fees	1,200	900	1,200
7670	Miscellaneous Expenses	108,100	83,823	113,800
8810	Capital Acquisition	437,080	96,519	154,200
	Total Expenditure	9,839,570	8,716,043	9,729,405

MWDOC's Contribution:

to WEROC Capital improvements	44,389	44,389	-
to WEROC Operations	228,978	228,978	241,236
MWDOC's Contribution to Election Rsv	-	-	-
Proj Additional Election Rsv Contribution	-	637,000	-
Portion to be Funded by Gen Oper Fund	-	(208,416)	-
Capital Acquisition to Carryover (8810)	-	346,900	271,900
Capitol Acq Prior Year Carryover Credit	(330,624)	(330,624)	(346,900)
MWDOC's Building Expense (8811)	1,259,057	410,410	1,870,000
Building Expense to Carryover	-	848,647	-
Building Prior Year Carryover Credit	(423,226)	(423,226)	(1,143,117)
	10,618,144	10,270,101	10,622,524

Administrative - Board
11

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	259,456	222,391	259,074
6090	Directors Compensation - MWDOC	268,133	205,000	258,909
6095	Directors Compensation - MWD	153,218	112,000	157,070
6105	Benefits - Admin	81,347	76,457	82,141
6115	Benefits - Directors	93,947	123,093	101,971
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General	195,000	210,800	200,500
7030	Audit			
7040	Other Professional Fees			
7110	Conference - Employee			
7115	Conference - Directors	28,440	22,225	18,695
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director	46,625	24,591	24,900
7210	Membership / Sponsorship	28,072	27,333	38,771
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery	4,500	4,000	4,500
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computers & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage	12,500	12,318	12,500
7615	Toll Road Charges	500	745	800
7620	Insurance Expense			
7640	Utilities - Telephone	893	600	700
7650	Bank Fees			
7670	Miscellaneous Expenses	12,000	12,000	12,700
8410	Overhead Reimbursement			
8810	Capital Acquisition			
Total Expenditure		1,184,631	1,053,554	1,173,230

1	• Best, Best & Krieger	\$ 195,800
	• Aleshire & Wynder	\$ 15,000
		\$ 210,800
2	• Best, Best & Krieger	\$ 185,500
	• Aleshire & Wynder	\$ 15,000
		\$ 200,500
3	• See Exhibit F.	
4	• See Exhibit D.	
5	• Misc board expenses (supplies)	

MWDOC's Contribution to Election Rsrv	
Proj Additional Election Resrv Contribution	637,000
Portion to be Funded by Gen Oper Fund	(208,416)
	<u>1,184,631</u>
	<u>1,482,138</u>
	<u>1,173,230</u>

Administrative - General
12

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	269,650	296,698	317,748
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	103,684	119,012	124,835
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help	5,000	14,000	5,000
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees	2,500	1,500	1,200
7110	Conference - Employee	40,535	24,995	26,515
7115	Conference - Directors			
7150	Travel & Accommodations - Employee	89,131	48,887	62,495
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship	86,894	121,726	88,390
7250	CDR Participation	50,156	50,156	53,158
7305	Business Expense	5,200	3,500	4,500
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books	1,500	600	1,000
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage	6,800	8,500	7,500
7615	Toll Road Charges	400	475	500
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses	2,600	2,000	2,500
8810	Capital Acquisition			
	Total Expenditure	638,939	692,049	695,341

1 • See Exhibit J.

2 • See Exhibit E.

3 • See Exhibit D.

4 • Center for Demographic Research at
Cal State University Fullerton

Personnel / Staff Development
13

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET	
6010	Salaries & Wages - Admin	205,749	201,468	217,684	
6090	Directors Compensation - MWDOC				
6095	Directors Compensation - MWD				
6105	Benefits - Admin	61,187	60,822	65,863	
6115	Benefits - Directors				
6120	Health Insurance Coverage for Retirees				
6205	Training	30,000	42,937	62,500	1
6210	Tuition Reimbursement	5,000	5,000	5,000	
6220	Temporary Help				
7010	Engineering - Outside Services				
7020	Legal - General	5,000	50,000	10,000	2
7030	Audit				
7040	Other Professional Fees			36,000	3
7110	Conference - Employee				
7115	Conference - Directors				
7150	Travel & Accommodations - Employee				
7155	Travel & Accommodations - Director				
7210	Membership / Sponsorship				
7250	CDR Participation				
7310	Office Maintenance				
7320	Rents & Leases				
7330	Office Supplies				
7340	Postal / Mail Delivery				
7350	Subscriptions / Books				
7360	Reproduction Expense				
7410	Computer & Peripherals Maint				
7430	Software Purchase				
7440	Software Support				
7540	Computers and Equipment				
7580	Maintenance Expense				
7610	Automotive / Mileage				
7615	Toll Road Charges				
7620	Insurance Expense				
7640	Utilities - Telephone				
7650	Bank Fees				
7670	Miscellaneous Expenses	21,500	16,000	30,000	4
8810	Capital Acquisition				
	Total Expenditure	328,436	376,227	427,047	

1 • Staff Technical Training & Leadership
Development Training

2 • Best, Best & Krieger

3 • Benchmark Study

4 • Employee Recognition \$ 5,000
• Applicant Background Checks & Physical \$ 2,500
• Team Building, Lunch meetings \$ 1,200
• Holiday Lunch \$ 3,000
• OCWD Health Fair \$ 300
• Employee Flu Shots \$ 200
• Job Ads Recruiting \$ 5,000
• Staff & Executive Assessments \$ 12,800
\$ 30,000

Overhead
19

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET	
6010	Salaries & Wages - Admin	524,930	535,033	552,260	
6090	Directors Compensation - MWDOC				
6095	Directors Compensation - MWD				
6105	Benefits - Admin	158,034	167,972	173,883	
6109	CALPERS Unfunded Liability Contribution	207,000	207,000	207,000	
6111	Overhead Reimbursement from Choice	(223,992)	(237,319)	(300,926)	
6115	Benefits - Directors				
6120	Health Insurance Coverage for Retirees	70,287	61,376	87,449	1
6205	Training				
6210	Tuition Reimbursement				
6220	Temporary Help				
7010	Engineering - Outside Services				
7020	Legal - General				
7030	Audit				
7040	Other Professional Fees	6,812	6,300	6,400	2
7110	Conference - Employee				
7115	Conference - Directors				
7150	Travel & Accommodations - Employee				
7155	Travel & Accommodations - Director				
7210	Membership / Sponsorship				
7250	CDR Participation				
7310	Office Maintenance	138,527	110,345	125,420	3
7315	Building Repair & Maintenance	20,000	12,845	15,000	
7320	Rents & Leases	3,616	2,800	1,750	4
7330	Office Supplies	36,000	30,500	39,000	
7340	Postal / Mail Delivery	4,500	4,650	4,400	
7350	Subscriptions / Books				
7360	Reproduction Expense	4,500	6,200	7,200	
7410	Computer & Peripherals Maint				
7430	Software Purchase				
7440	Software Support				
7540	Computers and Equipment				
7580	Maintenance Expense			6,000	5
7610	Automotive / Mileage				
7615	Toll Road Charges				
7620	Insurance Expense	140,000	105,000	110,000	
7640	Utilities - Telephone	22,483	27,198	28,000	
7650	Bank Fees	1,200	900	1,200	
7670	Miscellaneous Expenses	4,100	6,200	4,200	6
8810	Capital Acquisition	366,900	20,000	75,000	7
	Total Expenditure	1,484,896	1,067,000	1,143,235	
	Capital Acquisition to Carryover (8810)		346,900	271,900	9
	Capitol Acq Prior Year Carryover Credit	(330,624)	(330,624)	(346,900)	
	MWDOC's Building Expense (8811)	1,259,057	410,410	1,870,000	8
	Building Expense to Carryover		848,647		
	Building Prior Year Carryover Credit	(423,226)	(423,226)	(1,143,117)	9
		<u>1,990,103</u>	<u>1,919,107</u>	<u>1,795,118</u>	

1 Retirees:
• 15 Retirees

2 • Pension Plan administration by
Dissinger Associates \$ 4,000
• Cafeteria Plan Wagerworks \$ 2,400
6,400

3 • Window Cleaning \$ 1,200
• Sewer Flush & Extra Office Cleaning \$ 800
• OCWD \$ 113,080
• Plant Maintenance \$ 2,640
• Landscape/Maintenance Atrium \$ 5,000
• Binding Machine Renewal \$ 800
• Carpet & Extra Office Cleaning \$ 1,900
\$ 125,420

4 • Corodata \$ 750
• El Toro Water District
(South EOC site) 1,000
\$ 1,750

5 Generator Maintenance

6 • Misc equipment repairs, fees etc.

7 • Office Furniture/Audio Visual
See Exhibit H

8 • Bldg Improvements - Eval / Design /
Seismic / Construction

9 • FY19-20 & FY20-21 carryover is for work and capital
purchases on the building that were budgeted for but
will not be completed and will be carried over to the next
year as a carryover credit.
• FY19-20 & FY20-21 carryover credit are the cumulative
dollars from prior years that were unspent and will be
applied toward work projected to be completed in future
years.

Reliability Planning and Engineering
21

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	629,997	532,935	507,799
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	177,357	147,542	160,438
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services	325,000	252,000	265,000
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees			
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone	500	456	500
7650	Bank Fees			
7670	Miscellaneous Expenses	7,000	4,654	8,000
8810	Capital Acquisition			
	Total Expenditure	1,139,854	937,588	941,736

1 See Exhibit J

1

Metropolitan Issues and Water Policy

23

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	528,844	488,670	530,160
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	165,757	140,377	172,005
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services	110,000	25,600	75,000
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees			
7045	Other Professional Fees - MET			
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses			
8810	Capital Acquisition			
	Total Expenditure	804,601	654,647	777,165

• See Exhibit J

Government Affairs
31

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	125,148	124,974	137,153
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	44,755	44,790	49,606
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees	314,000	292,000	314,000
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses	12,000	8,000	14,200
8410	Overhead Reimbursement			
8610	Depreciation Expense			
8710	Election Expenses			
8810	Capital Acquisition			
	Total Expenditure	495,902	469,764	514,960

1 • BB&K \$ 96,000
• Barker \$ 96,000
• Travel/Miscellaneous \$ 8,000
• Lewis Consulting \$ 32,000
• Ackerman \$ 24,000
• Grant Research & Acquisition \$ 36,000
\$ 292,000

2 • BB&K \$ 96,000
• Barker \$ 96,000
• Travel/Miscellaneous \$ 8,000
• Lewis Consulting \$ 42,000
• Ackerman \$ 36,000
• Grant Research & Acquisition \$ 36,000
\$ 314,000

3 • Legislative Outreach & Briefings \$ 5,000
• WACO \$ 5,000
• D.C. Luncheon \$ 1,200
• D.C. Dinner \$ 3,000
\$ 14,200

Public Affairs
32

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET	
6010	Salaries & Wages - Admin	358,126	377,387	413,003	
6090	Directors Compensation - MWDOC				
6095	Directors Compensation - MWD				
6105	Benefits - Admin	112,792	121,358	129,198	
6115	Benefits - Directors				
6120	Health Insurance Coverage for Retirees				
6205	Training				
6210	Tuition Reimbursement				
6220	Temporary Help				
7010	Engineering - Outside Services				
7020	Legal - General				
7030	Audit				
7040	Other Professional Fees	241,133	216,133	270,352	1
7047	Prof Service-Grant Recovery				
7110	Conference - Employee				
7115	Conference - Directors				
7150	Travel & Accommodations - Employee				
7155	Travel & Accommodations - Director				
7210	Membership / Sponsorship				
7250	CDR Participation				
7310	Office Maintenance				
7320	Rents & Leases				
7330	Office Supplies				
7340	Postal / Mail Delivery				
7350	Subscriptions / Books				
7360	Reproduction Expense	56,500	56,500	76,500	2
7410	Computer & Peripherals Maint				
7430	Software Purchase				
7440	Software Support				
7450	Software Development				
7510	Site Maintenance				
7540	Computers and Equipment				
7580	Maintenance Expense				
7610	Automotive / Mileage				
7615	Toll Road Charges				
7620	Insurance Expense				
7640	Utilities - Telephone	457	450	450	
7650	Bank Fees				
7670	Miscellaneous Expenses	27,900	13,900	21,200	3
8810	Capital Acquisition				
	Total Expenditure	796,908	785,728	910,703	

1 Public Affairs Activities:

• Resolutions/Proclamations	\$ 4,500
• Member Agency Workshops PAW	\$ 4,000
• Consumer Confidence Reports	\$ 41,852
• Event Registration Fees	\$ 12,500
• Delta Conveyance Program Support	\$ 30,000
• Wyland Mayors Challenge	\$ 10,000
• Scouts Program	\$ 7,500
• CA Water, Energy & Education Alliance	\$ 5,000
• Environmental Literacy Initiative	\$ 20,000
Subtotal	\$135,352

Communications Plan Activities:

• Strategic Digital Outreach	\$ 95,000
• Advertising	\$ 20,000
• Special Events AV Support	\$ 20,000
Subtotal	\$135,000
	<u>\$270,352</u>

2 • Promotional Items, Branded Materials	\$ 40,000
• Info Items Handouts, Books, Folders	\$ 30,000
• Poster Slogan Award & Ceremony	6,500
	<u>\$ 76,500</u>

3 • Ricki Maint and Repair	\$ 4,100
• Event Display Materials	\$ 4,000
• Legislative Staff Trip Travel Costs	\$ 5,000
• Sponsorship Contingency Fund	\$ 5,000
• Storage Facility	\$ 3,000
• Science Fair Sponsorship	\$ 100
	<u>\$ 21,200</u>

**Water Use Efficiency
(Core)
35**

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	144,986	118,750	153,920
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	44,663	39,724	46,023
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees	265,000	209,250	255,500
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses	6,000	6,000	6,000
8810	Capital Acquisition			
	Total Expenditure	485,759	373,724	461,443

1 • General Research	\$ 75,000
• Landscape Education	500
• Water Loss Control Work Grp	\$ 55,000
• WLC Business Plan Implement	\$ 25,000
• Aerial Imagery and Landscape Measurement Project	<u>\$100,000</u>
	<u>\$255,500</u>

General Finance
41

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	354,005	347,392	396,085
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	107,054	106,057	133,959
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit	29,240	19,767	29,725
7040	Other Professional Fees	91,000	45,363	112,750
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses	1,000	400	1,000
8810	Capital Acquisition			
	Total Expenditure	582,299	518,979	673,518

1 • Annual Audit	\$ 20,162
• Single Audit	\$ 4,563
• WUE Grant Review	\$ 5,000
	<u>\$ 29,725</u>

2 • Custodial Bank fees	\$ 6,500
• Financial Consulting	\$ 20,000
• OPEB Actuarial	\$ 3,750
• Rate Study	\$ 82,500
	<u>\$ 112,750</u>

Information Technology
45

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET	
6010	Salaries & Wages - Admin	115,761	118,561	124,804	
6090	Directors Compensation - MWDOC				
6095	Directors Compensation - MWD				
6105	Benefits - Admin	41,365	42,478	44,837	
6115	Benefits - Directors				
6120	Health Insurance Coverage for Retirees				
6205	Training				
6210	Tuition Reimbursement				
6220	Temporary Help				
7010	Engineering - Outside Services				
7020	Legal - General				
7030	Audit				
7040	Other Professional Fees				1 • Misc repairs, maint & components
7110	Conference - Employee				
7115	Conference - Directors				2 • Misc software upgrades and license
7150	Travel & Accommodations - Employee				
7155	Travel & Accommodations - Director				3 • Laserfiche WORM Storage Cloud Backup \$ 1,000
7210	Membership / Sponsorship				• Exchange and AD Monitoring Software \$ 2,000
7250	CDR Participation				• MWDOC Website Support & Enhancements \$ 15,000
7310	Office Maintenance				• Investment software usage cost \$ 2,340
7320	Rents & Leases				• Accufund Annual Support \$ 9,600
7330	Office Supplies				• Wireless Aps and Router \$ 4,500
7340	Postal / Mail Delivery				• ACT Annual Support \$ 2,000
7350	Subscriptions / Books				• ECS Laserfiche Annual Support \$ 5,000
7360	Reproduction Expense				• Arcserv UDP License Renewal (2) \$ 2,000
7410	Computers & Peripherals Maint	8,000	6,000	8,000	1 • HR Insight Software Annual Maintenance \$ 5,000
7430	Software Purchase	34,500	32,000	42,000	\$ 48,440
7440	Software Support	59,134	59,000	47,640	
7540	Computers and Equipment	45,750	40,000	31,550	
7580	Maintenance Expense				4 • Cisco Core Switch Replacement \$ 6,000
7610	Automotive / Mileage				• 6 Desktop Computers w/ Monitors \$ 8,000
7615	Toll Road Charges				• RICOH Color Printer Support \$ 350
7620	Insurance Expense				• Message Archiver for E-mail (5 yrs) \$ 7,000
7640	Utilities - Telephone				• Four Hard Drives for Data Server \$ 1,600
7650	Bank Fees				• Maintenance for Plotter \$ 600
7670	Miscellaneous Expenses	2,000	2,000	2,000	• Firewall for Wireless Network \$ 4,500
8810	Capital Acquisition			79,200	• 2 Laptop Computers \$ 3,500
	Total Expenditure	306,509	300,040	380,031	\$ 31,550

**Water Use Efficiency
(choice)
62**

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
4215	Choice Revenue	754,860	754,860	803,364
4705	Prior Year Carry over	119,657	119,657	97,556
	Choice billing over/under		(97,556)	
	Total Revenue	874,517	776,962	900,920

Choice billing over/under reflects revenue overage or shortfall to be reconciled with participating member agencies. Final charges will be revised by August 2020 to reflect the new budget year charges plus/minus prior year over/under.

		FY 2019-2020 PROPOSED BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	424,388	395,631	415,748
6012	Salaries & Benefits - Recovery from Grants	(5,500)	(18,728)	
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	118,725	99,749	119,456
	Overhead Reimbursement	188,532	186,687	231,743
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees	141,972	106,720	127,572
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accomodations - Employee			
7155	Travel & Accomodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery	400	233	400
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses	6,000	6,669	6,000
8810	Capital Acquisition			
	Total Expenditure	874,517	776,962	900,920

1 • Recovery from WUE Grants for some Salaries and Benefits:

2 • Marketing of WUE programs \$ 40,000
 • Residential Installation Verification Inspec \$ 35,000
 • Turf Rebate Processing Platform - Droplet \$ 39,072
 • Drip Rebate Processing Platform - Droplet \$ 6,000
 • E-Signature Rebate Processing \$ 7,500
\$ 127,572

**School Program
(choice)
63**

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
4215	Choice Revenue	256,276	256,276	107,521
4205	School Contracts	118,213	118,213	120,376
4705	Prior Year Carry over	63,072	63,072	178,709
	Choice billing over/under		3,098	
	Total Revenue	437,561	440,659	406,606

Choice billing over/under reflects revenue overage or shortfall to be reconciled with participating member agencies. Final charges will be revised by August 2020 to reflect the new budget year charges plus/minus prior year over/under.

		FY 2019-2020 PROPOSED BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	7,321	9,133	6,115
6105	Benefits - Admin	1,976	3,033	2,151
	Overhead Reimbursement	3,351	3,579	3,578
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training			
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees			
7040	Other Professional Fees - School Programs	424,913	424,913	394,763
7110	Conference - Employee			
7115	Conference - Directors			
7150	Travel & Accommodations - Employee			
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship			
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office Supplies			
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense			
7410	Computer & Peripherals Maint			
7430	Software Purchase			
7440	Software Support			
7450	Software Development			
7510	Site Maintenance			
7540	Computers and Equipment			
7580	Maintenance Expense			
7610	Automotive / Mileage			
7615	Toll Road Charges			
7620	Insurance Expense			
7640	Utilities - Telephone			
7650	Bank Fees			
7670	Miscellaneous Expenses			
8810	Capital Acquisition			
	Total Expenditure	437,561	440,659	406,606

1 • High Schools \$ 64,800
• Elementary Schools \$ 285,123
• Middle Schools 44,840
\$ 394,763

**Water Loss Control
(choice)
70**

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
4215	Choice Revenue	278,757	278,757	323,469
4705	Prior Year Carry over			
	Choice billing over/under		(9,634)	
	Total Revenue	278,757	269,123	323,469

		FY 2019-2020 PROPOSED BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET			
6010	Salaries & Wages - Admin	103,680	98,061	120,521			
	Salaries & Wages - Reimb. from Grants						
6090	Directors Compensation - MWDOC						
6095	Directors Compensation - MWD						
6105	Benefits - Admin	42,955	23,944	30,992			
	Overhead Reimbursement	32,109	47,052	65,605			
6115	Benefits - Directors						
6120	Health Insurance Coverage for Retirees						
6205	Training	2,000	2,000	2,000	1	1	• Water Balance Validation Cert.
6210	Tuition Reimbursement						
6220	Temporary Help						
7010	Engineering - Outside Services						
7020	Legal - General						
7030	Audit						
7040	Other Professional Fees			62,801	2	2	• Meter Accuracy Testing
7110	Conference - Employee						
7115	Conference - Directors						
7150	Travel & Accomodations - Employee						
7155	Travel & Accomodations - Director						
7210	Membership / Sponsorship						
7220	CUWA Participation						
7240	AAWARF Participation						
7250	CDR Participation						
7310	Office Maintenance						
7320	Rents & Leases						
7330	Office Supplies						
7332	Supplies - Water Loss Control	2,033	6,200	10,000	3	3	• Gloves, Hats, Uniforms, Uniform Cleaning, etc.
7340	Postal / Mail Delivery						
7350	Subscriptions / Books						
7360	Reproduction Expense						
7410	Computer & Peripherals Maint						
7430	Software Purchase			15,000	4	4	• CMMS System
7440	Software Support						
7450	Software Development						
7510	Site Maintenance						
7540	Computers and Equipment	3,700	2,400	2,000			
7580	Maintenance Expense					5	• Vehicle Fuel & Oil \$ 5,000 • GPS Vehicle Tracking \$ 1,000 • Auto Insurance \$ 350 \$ 6,350
7610	Automotive / Mileage						
7612	Vehicle Expense	13,160	5,246	6,350	5		
7615	Toll Road Charges	1,500	500	1,000			
7620	Insurance Expense						
7640	Utilities - Telephone	1,440	1,200	1,200	6	6	• 2 Cell Phones
7650	Bank Fees						
7670	Miscellaneous Expenses	6,000	6,000	6,000			
8410	Overhead Reimbursement						
8610	Depreciation Expense						
8710	Election Expenses						
8810	Capital Acquisition	70,180	76,519		7	7	• See Exhibit H
	Total Expenditure	278,757	269,123	323,469			

WEROC
25

		FY 2019-2020 BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
4320	MWDOC Contribution to Operations	228,978	228,978	241,236
4210	WEROC Contracts	228,978	228,978	241,236
4205				
4230	Reimbursements			
4240				
4410				
4805				
	Operational Revenue	457,956	457,956	482,472
	Operational Reserves to Capital			
	Capital Projects Carryover	150,219	150,219	
	MWDOC Contribution to Capital Improvements	44,389	44,389	
	TOTAL WEROC Revenue	652,564	652,564	482,472

1 • OCSD \$ 47,282
 • SOCWA \$ 18,334
 • OCWD \$ 120,618
 • 3 Cities -- \$18,334 ea \$ 55,002
 \$ 241,236

3 • WEROC Reserves
 4 • See Exhibit H

		FY 2019-2020 PROPOSED BUDGET	FY 2019-2020 PROJECTED ACTUALS	FY 2020-2021 PROPOSED BUDGET
6010	Salaries & Wages - Admin	267,463	268,101	318,348
	Salaries & Benefits - Recovery from Grants			
6090	Directors Compensation - MWDOC			
6095	Directors Compensation - MWD			
6105	Benefits - Admin	82,520	78,056	105,792
6115	Benefits - Directors			
6120	Health Insurance Coverage for Retirees			
6205	Training	1,150	1,375	8,226
6210	Tuition Reimbursement			
6220	Temporary Help			
7010	Engineering - Outside Services			
7020	Legal - General			
7030	Audit			
7040	Other Professional Fees	30,000	44,120	-
7110	Conference - Employee	2,800	2,800	3,800
7115	Conference - Directors			
7150	Travel & Accommodations - Employee	8,380	5,182	4,750
7155	Travel & Accommodations - Director			
7210	Membership / Sponsorship	1,105	1,105	1,105
7250	CDR Participation			
7310	Office Maintenance			
7320	Rents & Leases			
7330	Office & Radio Supplies	1,000	1,397	1,800
7340	Postal / Mail Delivery			
7350	Subscriptions / Books			
7360	Reproduction Expense	1,000	1,000	1,000
7410	Computer & Peripherals Maint	5,060	5,060	5,060
7430	Software Purchase			
7440	Software Support	7,441	7,088	9,491
7510	Site Maintenance	900	947	900
7540	Computers and Equipment			
7580	Maintenance - Generators	2,000	500	1,000
7581	Maintenance - Radios	1,838	1,838	2,000
7582	Maintenance - EOC's	2,000	2,056	2,000
7610	Automotive / Mileage	1,000	2,187	3,000
7615	Toll Road Charges	213	204	200
7620	Insurance Expense			
7640	Utilities - Telephone	10,000	13,106	10,000
7650	Bank Fees			
7670	Miscellaneous Expenses	1,000	1,005	1,000
7671	Miscellaneous Training	3,000	3,322	3,000
8810	Capital Acquisition			
	Operations Expenditure	429,870	440,450	482,472
	Contribution to Operating Reserves	28,086	-	
	Total Operations Budget	457,956	440,450	482,472
	Capital Expenditures	194,608	38,753	
	TOTAL Expenditures	652,564	479,203	482,472

5 • See Exhibit J

6 • See Exhibit E

7 • See Exhibit D

8 • See Exhibit H

Exhibit D

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY Proposed District Participation Costs Fiscal Year 2020-2021

	Budget FY 2019-2020	Projected FY 2019-2020 Actuals	Budget FY 2020-2021	Approval included in Budget Approval
Required Participation or Service				
LAFCO	\$ 28,000	\$ 27,233	\$ 38,431	√
Subtotal Cost Center 11	\$ 28,000	\$ 27,233	\$ 38,431	
Association of Calif. Water Agencies (ACWA)	\$ 19,736	\$ 21,610	\$ 22,691	√
South OC Watershed Management Area Dues	\$ 10,500	\$ 10,500	\$ 10,800	√
Subtotal Cost Center 12	\$ 30,236	\$ 32,110	\$ 33,491	
Subtotal - Required Participation or Service	\$ 58,236	\$ 59,343	\$ 71,922	
Elective Participation				
Colorado River Water Users Assn. (CRWUA 2-Directors)	\$ 72	\$ 30	\$ 60	√
Orange County Water Association (OCWA 4 Directors)	\$ -	\$ 70	\$ 280	√
Subtotal Cost Center 11	\$ 72	\$ 100	\$ 340	
Association of California Cities- Orange County (ACCOC)	\$ 5,279	\$ 5,279	\$ 5,500	√
American Water Works Association (AWWA)	\$ 1,720	\$ 1,729	\$ 1,800	√
Association of Metropolitan Water Agencies (AMWA)	\$ -	\$ 20,426	\$ 21,447	√
CA Chamber of Commerce (HR California)	\$ 481	\$ 541	\$ 568	√
CALDESAL	\$ 5,125	\$ 5,000	\$ 5,150	√
California Association of Public Information Officers (CAPIO)	\$ 765	\$ 225	\$ 825	√
California Council for Environmental & Economic Balance (CCEEB)	\$ -	\$ 24,500	\$ 25,725	√
California Environmental Literacy Initiative		\$ 2,500	\$ 2,500	√
California Municipal Treasurers Association (CMTA)	\$ 160	\$ 160	\$ 170	√
California Municipal Utilities Association (CMUA)	\$ 8,000	\$ 4,240	\$ 4,450	√
California Society of Municipal Finance Officers (CSMFO)	\$ 130	\$ 110	\$ 120	√
California Special Districts Assn. (CSDA)	\$ 7,433	\$ 7,615	\$ 7,996	√
CA Water Efficiency Partnership (formerly CA Urban Water Cnsv Cncl)	\$ 12,775	\$ 6,100	\$ 6,100	√
California Water, Energy and Education Alliance (CWEEA)	\$ -	\$ 2,500	\$ 2,500	√
Colorado River Water Users Assn. (CRWUA 3-staff)	\$ 108	\$ 90	\$ 90	√
Department of Water Resources Education Committee		\$ 2,500	\$ 2,500	√
Government Finance Officers Association (GFOA)	\$ 170	\$ 160	\$ 170	√
Indep. Special Districts of Or. Co. (ISDOC)	\$ 50	\$ 50	\$ 55	√
International Association of Business Communicators (IABC)	\$ 350	\$ 350	\$ 370	√
International Personnel Management Association (IPMA)	\$ 50	\$ 50	\$ 55	√
National Endangered Species Act Reform Coalition (NESARC)	\$ 1,000	\$ 1,000	\$ -	√
National Water Resources Assn., Mun. Caucus	\$ 510	\$ 510	\$ 535	√
OC Chapter-Calif. Landscape Contractors Assoc.	\$ 1,835	\$ 1,835	\$ 1,835	√
Orange County Business Council (OC Chamber)	\$ 5,125	\$ 5,000	\$ 5,150	√
Orange County Public Affairs Association (OCPAA)	\$ 205	\$ 205	\$ 615	√
Orange County Water Association (OCWA)	\$ 105	\$ 105	\$ 110	√
Public Relations Society of America/O.C. (PRSA)	\$ 728	\$ 1,020	\$ 1,600	√
Society of Human Resources Management (SHRM)	\$ 214	\$ 209	\$ 220	√
Southern California Personnel Management Assoc. (SCPMA)	\$ 55	\$ 55	\$ 60	√
South Orange County Economic Coalition (SOCEC)	\$ 1,530	\$ 1,530	\$ 1,600	√
Southern California Water Committee (SCWC)	\$ 865	\$ 865	\$ 900	√
Urban Water Institute	\$ 1,250	\$ 1,250	\$ 1,300	√
Water Environment Federation	\$ 50	\$ 50	\$ 55	√
Water Education Foundation	\$ 590	\$ -	\$ -	
Subtotal Cost Center 12	\$ 56,658	\$ 97,759	\$ 102,071	
Subtotal - Elective Participation	\$ 56,730	\$ 97,859	\$ 102,411	
International Association of Emergency Managers	\$ 380	\$ 380	\$ 380	√
California Emergency Services Association	\$ 225	\$ 225	\$ 225	√
California Utilities Emergency Association	\$ 500	\$ 500	\$ 500	√
WEROC Program Total	1,105	1,105	1,105	
GRAND TOTAL - General Fund	\$ 114,966	\$ 157,202	\$ 174,333	

Exhibit E

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY Summary of Proposed Staff Registration & Travel Budget ⁽¹⁾ Fiscal Year 2020-2021

Conference / Meeting	Location/Date/Staff	Registration	Travel ⁽¹⁾	Approval included in
				Budget Approval
Association of California Water Agencies (ACWA)	DC Conference, TBD	\$ 2,235	\$ 5,400	✓
	Fall Conference, Indian Wells, December 1-4, 2020	3,000	3,600	✓
	Spring Conference, May 4-7, 2021, Monterey, Ca	2,250	3,000	✓
	Region 10, TBD	80	-	
	Legislative Symposium, TBD	285	1,200	✓
Association of Metropolitan Water Agencies(AMWA)	Misc. Conference TBD	950	1,800	✓
	Water Policy Conference TBD	950	1,800	✓
American Water Works Association (AWWA)	National Water Infrastructure Conference, Nov 2-5, 2020, Philadelphia, PA	1,150	2,000	✓
	Cal Nevada Spring Conference, TBD,	1,725	4,800	✓
	ACE Annual Conference , San Diego, Ca, June 13-16,2021	1,150	1,800	✓
	Sustainable Water Management 2021, TBD	1,150	3,200	✓
AWWA/Water Environment Federation	Utility Management Conference TBD	725	1,200	✓
California Association of Public Information Officials (CAPIO)	Northern California, TBD	1,250	1,245	✓
California Council for Environmental & Economic Balance (CEEBC)/CED	Meetings, TBD	-	4,800	✓
California Environmental Literacy Initiative	Sacramento Ca		1,500	✓
California Employees Public Retirement System(CalPERS)	Annual Employer Education Forum, Anaheim, Ca September 30, October 2, 2020	800	-	✓
California Municipal Utilities Association (CMUA) Capitol Days	Sacramento, TBD	195	800	✓
California Municipal Utilities Association (CMUA) Annual Conference	April 11-13, 2021, San Diego, Ca	900	500	✓
Colorado River Water Users Association (CRWUA)	Las Vegas - December 14-16, 2020	1,500	3,000	✓
California Special Districts Association (CSDA)	Legislative Days, TBD, Sacramento	400	2,000	✓
California Water Efficiency Partnership (CalWEP) Membership (formerly CUWCC)	Membership Meetings, 1=No. Cal & 2=So. Cal		600	✓
	Board Meetings, 2=No. Cal & 2=So. Cal		900	✓
	Peer to Peer, TBD	1,120	2,800	✓
Department of Water Resources Education Committee	Sacramento		2,250	✓
Department of Water Resources (DWR)/State Water Resources Control Board (SWRCB)	Urban Advisory Group Meetings, Sacramento		3,000	✓
Legislative Advocacy	Sacramento		7,500	✓
	Washington DC	-	3,600	✓
Liebert, Cassidy Whimore	Annual Public Sector Conference, TBD	800	600	✓
Urban Water Institute	Spring Conference, TBD	2,300	2,000	✓
Miscellaneous*		3,500	4,000	✓
General Fund Total **		\$ 28,415	\$ 70,895	
Conferences/Meetings/Trainings				
International Assoc. of Emergency Managers	Long Beach, Ca November 13-18, 2020	\$ 2,400	\$ 350	✓
California Emergency Services Association (Fall)	Fish Camp, Ca, October 5-8, 2020	1,400	3,200	✓
TEEX Mgt346/Mgt 314 (College Station)	College Station, TX, September 14-18, 2020	-	1,200	✓
WEROC Program Total		\$ 3,800	\$ 4,750	
PROPOSED GENERAL FUND BUDGET		\$ 28,415	\$ 70,895	

* Includes OCWA lunch meetings, ISDOC, OCBC, SCWC, League of Cities, Misc. Assoc/Committee meetings and related business meeting expenses.

** Excludes automotive mileage.

(1) Includes all modes of travel (except automotive mileage), room accommodations, meals, and related misc. expenses.

Exhibit F

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
Summary of Proposed Board Registration & Travel Budget ⁽¹⁾
Fiscal Year 2020-2021**

Conference	Location/Date/Directors	Registration	Travel ⁽¹⁾	Approval included in Budget Approval
Association of California Water Agencies (ACWA)	DC Conference, TBD	\$ 745	\$ 2,000	√
	Fall Conference, Indian Wells, December 1-4, 2020	\$ 750	\$ 900	√
	Spring Conference, May 4-7, 2021, Monterey, Ca	\$ 2,250	\$ 4,800	√
	Region 10, TBD	\$ 150	\$ -	√
(ACCOC)	Sacramento, TBD	\$ 800	\$ 500	
	Washington DC, TBD	\$ 2,550	\$ 1,600	√
American Water Works Association/Water Environment Federation (AWWA/WEF)	Utility Management Conference, TBD	\$ 725	\$ 1,200	√
Bond Buyers	Conference, TBD	\$ 300	\$ 200	√
California Council for Environmental & Economic Balance (CEEBC)	Meetings, TBD	\$ -	\$ 3,600	√
California Special Districts Association (CSDA)	Legislative Days, Sacramento	\$ 200	\$ 1,000	√
Colorado River Water Users Association(CRWUA)	Las Vegas, December 14-16, 2020	\$ 500	\$ 1,000	√
Orange County Business Council (OCBC)	Advocacy Trip, Sacramento	\$ 1,900	\$ 1,000	√
	Advocacy Trip-DC	\$ 3,600	\$ 1,600	√
Legislative Advocacy	Sacramento	\$ -	\$ 1,000	√
Legislative Advocacy	Washington DC	\$ -	\$ 3,600	√
Urban Water Institute	Spring Conference	\$ 1,725	\$ 1,500	√
Miscellaneous*		\$ 2,500	\$ 3,000	√
TOTAL**		\$ 18,695	\$ 28,500	

PROPOSED GENERAL FUND BUDGET

\$ 18,695	\$ 28,500
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* Includes OCWA lunch meetings, ISDOC, OCBC, SCWC, League of Cities, Misc. Assoc/Committee meetings and related business meeting expenses.

** Excludes automotive mileage.

(1) Includes all modes of travel (except automotive mileage), room accommodations, meals, and related misc. expenses.

Exhibit G

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY

Proposed Total Membership that Includes Registration & Travel Costs ⁽¹⁾ Fiscal Year 2020-2021

Conference / Meeting	Membership	Registration	Travel	Total
American Water Works Association (AWWA)	\$ 1,800	\$ 6,625	\$ 14,200	\$ 22,625
Association of California Cities- Orange County (ACCOC)	5,500	3,350	2,100	10,950
Association of Calif. Water Agencies (ACWA)	22,691	11,745	20,900	55,336
Association of Metropolitan Water Agencies (AMWA)	21,447	1,900	3,600	26,947
California Association of Public Information Officers (CAPIO)	825	1,250	1,245	3,320
California Council for Environmental & Economic Balance	25,725		8,400	34,125
California Environmental Literacy Initiative	2,500		1,500	4,000
California Municipal Utilities Association (CMUA)	4,450	1,095	1,300	6,845
California Special Districts Assn. (CSDA)	7,996	600	3,000	11,596
California Water Efficiency Partnership	6,100	1,120	4,300	11,520
Colorado River Water Users Assn. (CRWUA)	90	2,000	4,000	6,090
Department of Water Resources Education Committee	2,500		2,250	4,750
Orange County Business Counsel (OC Chamber)	5,150	5,500	2,600	13,250
Urban Water Institute	1,300	4,025	3,500	8,825
Grand Total for Memberships with Conferences/Travel:	\$ 108,074	\$ 39,210	\$ 72,895	\$220,179

(1) Includes all modes of travel (except automotive mileage), room accommodations, meals, and related misc. expenses.

Exhibit H

MUNICIPAL WATER DISTRICT OF ORANGE COUNTY Schedule of Capital Expenditures Fiscal Year 2020-2021

	Proposed Budget	Approval included in <u>Budget Approval</u>
Finance - 45-8810:		
Accufund ERP Software and Implementation	\$ 79,200	√
Subtotal Cost Center 45	\$ 79,200	
 Furniture and Fixtures- 19-8810:		
MWDOC Office Improvements (Audio-Visual Equipment/ Workstations/Furnishings)	\$ 346,900	√
* Prior Year Projects Carryover from FY2017 through FY2021	\$ (346,900)	√
Subtotal 8810 Improvements	\$ -	
 Building Improvements- 19-8811:		
Eval / Design / Roof / Seismic / Construction	\$ 1,870,000	√
* Prior Year Projects Carryover from FY2017 through FY2021	(1,143,117)	√
Subtotal 8811 Improvements	726,883	
 New Realized Costs - Cost Center 19	\$ 726,883	

* Prior year projects carryover is the cumulative dollars from prior years that will be applied toward work projected to be completed in FY20-21.

Exhibit J
Professional / Special Services Authorized
Core Fund

Department	Consultant	Service	Budget FY 19-20	Budget FY 20-21	* Approval included in Budget Approval
Engineering Expenses					1
Planning & Operation (21)	(To be determined)	Hydraulic Model	151,000	0	
	(To be determined)	Other Engineering Efforts	174,000	135,000	
Total Planning & Operations Expenses			325,000	135,000	
Met Issues & Special Projects (23)	Ed Means Consulting	Consulting on MET issues	45,000	25,000	√
	(To be determined)	MET and Reliability Planning	65,000	50,000	
Total MET Issues & Special Projects Expenses			110,000	75,000	
Total Engineering Expenses			435,000	210,000	
Legal Expenses					
Administration (11 & 13)	Best, Best & Krieger	General Legal Counsel Services	182,500	185,500	√
	Aleshire & Wynder	Legal Counsel Services Regarding San Diego CWA	12,500	15,000	√
	Best, Best & Krieger	Labor Counsel Services	5,000	10,000	√
Total Legal Expenses			200,000	210,500	
Audit Expenses					
Finance (41)	Vasquez & Company LLP	Annual Financial Audit and Federal Single Audit	29,240	29,725	√
Training					
Administration (13)	TBD/Cal State University Fullerton/Municipal Resources Group/Center for Organization Effectiveness/CPS HR Consulting	Staff Development/Technical Training/Leadership Training	30,000	62,500	√
Professional Fees					
Administration (12 & 13 & 19)	Dissinger Associates	Pension Plan Administration	4,500	4,000	√
	Wage Works	Cafeteria Plan Administration	2,312	2,400	√
	Ralph Anderson & Associates	Benchmark Study		36,000	√
	Gladwell Services	Records Management Consulting	2,500	1,200	√
Governmental Affairs (31)	BBK Legislation	State Legislative Advocate	96,000	96,000	√
	James C. Barker	Federal Legislative Advocate	96,000	96,000	√
	Lewis Consulting	County Issues Consulting	42,000	42,000	√
	Soto Services	Grant Research and Acquisition Assistance	36,000	36,000	√
	Ackerman	Legal and Regulatory	36,000	36,000	√
	(To be determined)	Miscellaneous	8,000	8,000	
	Stetson Engineers	Consumer Confidence Report (CCR) Technical Water Quality Advisor	40,633	41,852	√
Public Affairs (32)	So Cal Water Coalition	Delta Conveyance Program Support	30,000	30,000	√
	(To be determined)	Collateral materials update and resolutions/proclamations	4,500	4,500	
	(To be determined)	Event Registration Fees	4,500	12,500	
	Hashtag Pinpoint	Strategic Digital Outreach Contract	95,000	95,000	√
	(To be determined)	CA Water, Energy & Education Alliance		5,000	
	(To be determined)	Client Agency Workshops for PAW	6,500	4,000	
	(To be determined)	Wyland Mayors Challenge	10,000	10,000	
	PSAV	Special Events AV Support	15,000	20,000	√
	(To be determined)	Advertising	20,000	20,000	
	(To be determined)	Environmental Literacy Initiative		20,000	
WUE - Core (35)	(To be determined)	Scouts Program	15,000	7,500	
	(To be determined)	General WUE Research	75,000	75,000	
	Blue Watchdog Conservation, Inc	Landscape Education - QWEL License	5,000	500	√
	Water Systems Optimization	Water Loss Control Work Grp (WLC)	55,000	55,000	√
	Water Systems Optimization	WLC Business Plan Implementation	30,000	25,000	√
Finance & IT (41 & 45)	SAWPA	Aerial Imagery and Landscape Measurement Project	100,000	100,000	√
	U.S. Bank	Custodial Bank fees	6,500	6,500	√
	(To be determined)	Business Continuity Consultant	40,000		
	Davis Farr	Financial Consulting	40,000	20,000	√
	Demsey Filliger & Assoc., LLC	OPEB Actuarial	4,500	3,750	√
	(To be determined)	Rate Study		82,500	
Total Professional Fees			920,445	996,202	

WEROC

Department	Consultant	Service	Budget FY 19-20	Budget FY 20-21	* Approval included in Budget Approval
Professional Fees					
WEROC	(To be determined)	Consultant for Security Act Implementation	30,000		
Total Professional Fees			30,000	-	

* Approval of the budget constitutes authorization for spending within the policy guidelines set out in Chapter 8, Contracts section of the Administrative code including authorization limitations. A check mark indicates final board approval of the expenditure.

[1] Hydraulic Modeling expense of \$130,000 is being paid for from reserves.

Exhibit J1
Professional / Special Services Authorized
Choice Funds

Department	Consultant	Service	Budget FY 19-20	Budget FY 20-21	* Approval included in Budget Approval
Training					
Water Loss Control (70)	(To be determined)	Water Balance Validation Certification	2,000	2,000	
Professional Fees					
Water Loss Control (70)	Westerley & McCall's	Meter Accuracy Testing		62,801	√
	Various Printers	Printing of marketing materials for all WUE programs	40,000	40,000	√
Water Use Efficiency (62)	Enterprise Information Systems	CSANS Webhosting & Annual Maintenance	14,400		√
	Droplet	Web Based Rebate Processing Platform (Turf & Drip)	45,072	45,072	√
	Droplet	E-Signature Rebate Processing	7,500	7,500	√
	Mission Resource Cnsvr District	Residential Installation Verification Inspections	35,000	35,000	√
School Program (63)	Discovery Cube/Shows That	Assemblies (Elementary School)	305,651	285,123	√
	Bolsa Chica Conservancy	Assemblies (High School)	60,000	64,800	√
	Discovery Cube	Assemblies (Middle School)	59,262	44,840	√
Total Professional Fees			566,885	585,136	

* Approval of the budget constitutes authorization for spending within the policy guidelines set out in Chapter 8, Contracts section of the Administrative code including authorization limitations. A check mark indicates final board approval of the expenditure.

**Municipal Water District of Orange County
Fiscal Year 2019-2020 Consolidated Budget Summary**

	Core & Choice	Water Fund	WUE Grants and Outside Funding	WEROC	AMP Proceeds Agreement Administration	Total with Inter-Fund Transfers ⁽¹⁾	Less Inter-Fund Transfers ⁽¹⁾	Consolidated Budget Total
Revenues:								
Water Sales		\$ 251,878,259				\$ 251,878,259		\$ 251,878,259
Local Resource Program Incentives		(5,465,263)				(5,465,263)		(5,465,263)
Retail Meter Charge	7,888,930					7,888,930		7,888,930
Ground Water Customer Charge	598,248					598,248		598,248
Water Increment Charge	-					-		-
Interest Revenue	580,000	20,000				600,000		600,000
MWDOC's Contribution	-			273,367		273,367	(273,367)	-
Outside Fundings	-		2,370,147	228,978	-	2,599,125		2,599,125
Carryover Funds	-			150,219		150,219		150,219
Choice Revenue	1,782,434					1,782,434		1,782,434
Miscellaneous Income	3,000					3,000		3,000
Total Revenues	10,852,611	246,432,996	2,370,147	652,564	-	260,308,318	(273,367)	260,034,951
Expenses:								
Water Purchases		246,412,996				246,412,996		246,412,996
Salaries & Wages	4,055,637			267,463		4,323,100		4,323,100
less S & W Reimb. DSC or Recov from Grants	(5,500)					(5,500)		(5,500)
Employee Benefits	1,470,174			82,520		1,552,694		1,552,694
Engineering Expense	435,000					435,000		435,000
Professional Fees	1,672,407			30,000		4,072,554		4,072,554
Contribution to Election Reserve	-		2,370,147			-		-
Legal Expense - General	200,000					200,000		200,000
Maintenance Expense	158,527			4,738		163,265		163,265
Insurance Expense	140,000			-		140,000		140,000
Membership / Sponsorship	114,966			1,105		116,071		116,071
Director Compensation	268,133					268,133		268,133
MWDOC Contribution to WEROC Operations	228,978					228,978	(228,978)	-
MWDOC Contribution to WEROC Capital Improv	44,389					44,389	(44,389)	-
Others:								
MWD Representation	153,218					153,218		153,218
Director Benefits	93,947					93,947		93,947
Health Insurance Coverage for Retirees	70,287					70,287		70,287
Audit Expense	29,240					29,240		29,240
Automotive & Toll Road Expenses	34,860			1,213		36,073		36,073
Conference Expense - Staff	40,535			2,800		43,335		43,335
Conference Expense - Directors	28,440					28,440		28,440
CDR Participation	50,156					50,156		50,156
Business Expense	5,200					5,200		5,200
Miscellaneous Expense	109,300			6,000		115,300		115,300
Postage / Mail Delivery	9,400					9,400		9,400
Rents & Leases	3,616					3,616		3,616
Outside Printing, Subscription & Books	62,500			1,000		63,500		63,500
Office Supplies	38,033			1,000		39,033		39,033
Computer Maintenance	8,000			5,060		13,060		13,060
Software Support & Expense	93,634			7,441		101,075		101,075
Computers and Equipment	49,450					49,450		49,450
Telecommunications Expense	25,773			10,000		35,773		35,773
Temporary Help Expense	5,000					5,000		5,000
Training Expense	32,000			1,150		33,150		33,150
Tuition Reimbursement	5,000					5,000		5,000
Travel & Accommodations - Staff	89,131			8,380		97,511		97,511
Travel & Accommodations - Directors	46,625					46,625		46,625
Depreciation Expense (annualized)	-					-		-
Overhead Expenses billed to AMP and WFC	-					-		-
Overhead Reimbursement	-					-		-
MWDOC Building Expense	835,831					835,831		835,831
Contribution to Operating Reserves	-			28,086		28,086		28,086
Capital Acquisition	106,456			194,608		301,064		301,064
All Other Expenses	2,025,632			266,738		2,292,370		2,292,370
Total Expenses	10,808,543	246,412,996	2,370,147	652,564	-	260,244,250	(273,367)	259,970,883
EFFECT ON RESERVES / FUND BALANCE	\$ 44,068	\$ 20,000	(2)	\$ -	\$ -	\$ 64,068	\$ -	\$ 64,068

1 Adjustment for MWDOC's contributions to other funds.
2 Net change to restricted reserves for interest revenue.

**Municipal Water District of Orange County
Fiscal Year 2020-2021 Consolidated Budget Summary**

	Core & Choice	Water Fund	WUE Grants and Outside Funding	WEROC	AMP Proceeds Agreement Administration	Total with Inter-Fund Transfers	Less Inter-Fund Transfers ⁽¹⁾	Consolidated Budget Total
Revenues:								
Water Sales		\$ 229,079,152				\$ 229,079,152		\$ 229,079,152
Local Resource Program Incentives		(4,881,259)				(4,881,259)		(4,881,259)
Retail Meter Charge	7,837,792					7,837,792		7,837,792
Ground Water Customer Charge	595,323					595,323		595,323
Water Increment Charge	-					-		-
Interest Revenue	458,000	22,000				480,000		480,000
MWDOC's Contribution	-		1,579,934	241,236	-	241,236	(241,236)	-
Outside Fundings	-			241,236		1,821,170		1,821,170
Carryover Funds	1,630,995			-		1,630,995		1,630,995
Choice Revenue	3,000					3,000		3,000
Miscellaneous Income								
Total Revenues	10,525,111	224,219,893	1,579,934	482,472	-	236,807,409	(241,236)	236,566,173
Expenses:								
Water Purchases		224,197,893				224,197,893		224,197,893
Salaries & Wages	4,152,075			318,348	-	4,470,423		4,470,423
less S & W Reimb. DSC or Recov from Grants	-					-		-
Employee Benefits	1,542,385			105,792	-	1,648,177		1,648,177
Engineering Expense	340,000					340,000		340,000
Professional Fees	1,581,338					3,161,272		3,161,272
Contribution to Election Reserve	-		1,579,934			-		-
Legal Expense - General	210,500					210,500		210,500
Maintenance Expense	146,420			3,900		150,320		150,320
Insurance Expense	110,000					110,000		110,000
Membership / Sponsorship	127,161			1,105		128,266		128,266
Director Compensation	258,909					258,909		258,909
MWDOC Contribution to WEROC Operations	241,236					241,236	(241,236)	-
MWDOC Contribution to WEROC Capital Improv	-					-		-
Others:								
MWD Representation	157,070					157,070		157,070
Director Benefits	101,971					101,971		101,971
Health Insurance Coverage for Retirees	87,449					87,449		87,449
Audit Expense	29,725					29,725		29,725
Automotive & Toll Road Expenses	28,650			3,200		31,850		31,850
Conference Expense - Staff	26,515			3,800		30,315		30,315
Conference Expense - Directors	18,695					18,695		18,695
CDR Participation	53,158					53,158		53,158
Business Expense	4,500					4,500		4,500
Miscellaneous Expense	115,000			6,000		121,000		121,000
Postage / Mail Delivery	9,300					9,300		9,300
Rents & Leases	1,750					1,750		1,750
Outside Printing, Subscription & Books	84,700			1,000		85,700		85,700
Office Supplies	49,000			1,800		50,800		50,800
Computer Maintenance	8,000			5,060		13,060		13,060
Software Support & Expense	104,640			9,491		114,131		114,131
Computers and Equipment	33,550					33,550		33,550
Telecommunications Expense	30,850			10,000		40,850		40,850
Temporary Help Expense	5,000					5,000		5,000
Training Expense	64,500			8,226		72,726		72,726
Tuition Reimbursement	5,000					5,000		5,000
Travel & Accommodations - Staff	62,495			4,750		67,245		67,245
Travel & Accommodations - Directors	24,900					24,900		24,900
Depreciation Expense (annualized)	-					-		-
Overhead Expenses billed to AMP and WFC	-					-		-
Overhead Reimbursement	-					-		-
MWDOC Building Expense	726,883					726,883		726,883
Contribution to Operating Reserves								
Capital Acquisition	79,200					79,200		79,200
All Other Expenses	1,912,501			53,327		1,965,828		1,965,828
Total Expenses	10,622,524	224,197,893	1,579,934	482,472	-	236,882,823	(241,236)	236,641,588
EFFECT ON RESERVES / FUND BALANCE	\$ (97,413)	\$ 22,000	(2)	\$ -	\$ -	\$ (75,414)	\$ -	\$ (75,415)

1 Adjustment for MWDOC's contributions to other funds.
2 Net change to restricted reserves for interest revenue.



ACTION ITEM
October 21, 2020

TO: Board of Directors

FROM: **Administration & Finance Committee**
(Directors Thomas, Finnegan, Dick)

Robert J. Hunter, General Manager

Staff Contact: Cathy Harris, Directors of Human Resources & Administration

SUBJECT: **AWARD CONTRACT FOR PURCHASE OF OFFICE FURNITURE TO INTERIOR OFFICE SOLUTIONS (IOS)/DBA PEOPLESPEACE UNDER THE COUNTY OF ORANGE REGIONAL COOPERATIVE AGREEMENT (RCA)**

STAFF RECOMMENDATION

It is recommended that the Board of Directors award contract for the purchase of office furniture to Interior Office Solutions, DBA PeopleSpace in the total amount of \$300,000 (Phases 1-3; FY2020-21) under the County of Orange Regional Cooperative Agreement. Use of this agreement is in accordance with the District's Administrative Code and the final contract is subject to review and approval by District Counsel. Use of the agreement discounts the Haworth brand furniture list price by 55% to 68%. This contract amount has been further reduced to incorporate the proposed partial use of Joint Board Room furniture. Additional purchases under this contract will be included in the FY2021-22 budget (Phase 4 & Glass Walls Construction) and brought to the Board of Directors next fiscal year.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

SUMMARY

Construction work for the Seismic Retrofit and Remodel project is scheduled to take place beginning in November 2020, subject to Board approval. This construction will significantly

Budgeted (Y/N): N	Budgeted amount:#8810: \$346,900	Core X	Choice _
Action item amount: \$300,000			
Fiscal Impact (explain if unbudgeted): Additional funding for Phase 4 furniture and Glass Walls construction to be included in FY2021-2022 budget.			

modify the functional layout of the office space and will shift the proportion of work stations and offices in order to improve capacity. Over the past year, consideration has been given not only to the office configuration but also to the safety issues related to COVID-19 implications. These issues have contributed to important changes, including the selection of furniture options. The proposed vendor (Interior Office Solutions, DBA PeopleSpace) provides a significant cost savings to MWDOC through use of the County of Orange Regional Cooperative Agreement. Construction is scheduled to occur in four phases; with the first three phases occurring in the current fiscal year (FY2020-21). This action item includes the furniture for the first three phases which will be delivered, installed and billed by phase during FY2020-21. Phase 4 furniture and the installation of glass walls (construction cost) will occur next fiscal year and will be brought to the MWDOC Board of Directors for approval as a modification to this contract.

There has been extensive discussion between MWDOC and OCWD concerning the construction of a new storage room adjacent to the current Room 101. The agreement has been reached that in lieu of constructing the new storage room at this time OCWD will (1) make additional storage space available to MWDOC through reconfiguration of the Joint Boardroom storage and projector rooms and provision of space in the Microfiltration Building, (2) MWDOC will use some of the Board Room furniture to mitigate costs, (3) OCWD will provide the labor free of cost to MWDOC to move furniture between MWDOC and the storage space and (4) the arrangement will be evaluated after a trial period to assess the need for the additional storage room. The results of that assessment will be discussed by the Joint Building Management Committee to determine further actions, if any, regarding the new storage room.

DETAILED REPORT

Construction work for the Seismic Retrofit and Remodel is scheduled to take place beginning in November 2020, subject to Board approval. In 1992, when the District relocated to Fountain Valley, furniture was brought over from the previous office location and some additional furniture was purchased from OCWD as they were refurbishing their offices. Over the 28-year period, staff has replaced pieces of furniture as necessary and as a result there is a diverse mix of furniture styles and ages throughout the office. The proposed office remodel would create additional workstations to accommodate all staff as well as provide a more efficient building footprint. This will require an investment in new furniture to accommodate the efficient layout. It will also provide a 30-year update and provide a consistent and professional look throughout the office. A single large purchase of quality furniture through the County of Orange Regional Cooperative Agreement will improve efficiencies in the sourcing of replacement parts, reduce the need for future repair parts; and should repair work become necessary, the recommended furniture has a lifetime warranty from the manufacturer. In addition to the majority of the furniture providing a consistent look throughout the office, it will not require replacement for another 20+ years. These improvements will provide sufficient workspaces for all District employees and will provide additional flexibility depending on the specific needs.

The proposal includes replacement of most office furniture except the lunch room, atrium and WEROC office. The proposal includes:

- Ergonomic sit/stand desks and file cabinets for private offices
- Ergonomic sit/stand workstations

- Partition walls with glass extensions to provide physical barriers as recommended by CDC guidance for infection control
- Board Conference Room (CR101) tables with electrical outlets and Board Conference chairs (tables are designed to seat 12 to include MWDOC and MET Directors, General Manager, Assistant General Manager and support staff recording the meeting)
- Partial replacement of task chairs for desks and workstations (Only staff that have requested a chair will get a replacement)
- Guest chairs for private offices and conference rooms
- Storage cabinets for meeting areas and the copier room
- Additional training tables with electrical outlets to replace existing tables and supplement Joint Board Room furniture. The proposed tables have casters for ease of movement, lighter to transport, are one unit and foldable, include a modesty panel and larger in size (30x60)
- Monitor arms for the workstations and desks
- Furniture for a new privacy room/lactation room

Staff has been working with PeopleSpace representatives to ensure that the office furnishings are well designed and constructed, provide flexibility, are aesthetically pleasing and reasonably priced. Based on the current construction project schedule, furniture will be purchased and ordered in phases, consistent with each phase of the remodel, totaling four phases, over two fiscal years.

Upon completion of each construction phase, it is anticipated that staff can safely return to the completed portions of the office and to the new workspaces which will be available for use. Office areas not under active construction will be available for use.

Upon completion of the entire project, there will be:

- 45 workstations
- An addition of two collaboration rooms (with seating for two people each)
- An additional small conference room for 6 people
- A new Privacy Room/Lactation Room (pursuant to Labor Code 1030)

The large conference room (CR101) will remain in its current location and will be expanded, while the small conference room (CR102) and the Board of Directors office will be relocated during the remodel.

MWDOC's Administrative Code allows for the use of Cooperative Agreements from other Public Agencies for procurement of goods and services and in an effort to achieve savings through economies of scale, lower administrative costs and obtain more favorable terms and conditions. The County of Orange conducted a formal bidding process for office furnishings in 2017, which contains the types and styles of furniture desired for MWDOC'S facilities. The furniture being proposed for the office is produced by Haworth, Inc. and has been discounted at 55% to 68% off their normal list price. Haworth is a financially stable company that was established in 1948 and produces well made, high quality furnishings. Additionally, they offer lifetime warranty on their products.

Several other local government agencies have utilized the County of Orange's competitive bid process, Regional Cooperative Agreement, to purchase furniture for their facilities with good results including the Cities of Buena Park, Laguna Niguel, Westminster, Newport

Beach, La Habra and Brea. The County of Orange Cooperative Agreement is a five-year agreement ending in 2022. Attached is the County of Orange Regional Cooperative Agreement for review. MWDOC's District Counsel will review and both the purchase agreement and the Regional Cooperative Agreement prior to contract signature to verify consistency with District Policy.

Total budgeted amount for capital expenditures for FY2020-/21 is \$346,900 and will be allocated to Phases 1 through 3. Capital expenditures for furniture in Phase 4 will be included in the 21/22 budget.

Staff is recommending the Board of Directors award contract for the purchase of office furniture to Interior Office Solutions, DBA PeopleSpace in the total amount of \$300,000; under the County of Orange Regional Cooperative Agreement.

BOARD OPTIONS

Option #1

- Award contract for the purchase of office furniture to Interior Office Solutions, DBA PeopleSpace in the amount of \$300,000; under the County of Orange Regional Cooperative Agreement.

Fiscal Impact: The Phase 1-3 contract amount is less than the FY2020-21 budgeted amount of \$346,900

Business Analysis: Provides a cost savings to the District by participating in the County of Orange Regional Cooperative Agreement; provides workstations to accommodate all staff along with additional meeting rooms; large purchasing of new furniture for the office will reduce costs over time in not having to replace various furniture items for 20+ years.

Option #2

- Do not authorize the contract for office furniture to Interior Office Solutions, DBA PeopleSpace under the County of Orange Regional Cooperative Agreement.

Fiscal Impact: Delay and possible increase in budgeted expenditure.

Business Analysis: Additional furniture will be needed to complete the additional workstations needed for staff. Staff will need to continue to use existing furniture and incur additional costs of moving the furniture multiple times during construction with some breakage occurring. The existing furniture would need to be evaluated and retrofitted to accommodate for the recommended CDC guidance for infection control. The furniture order would need to be rebid. Staff believes the pricing under the Regional Cooperative Agreement is the best available and represents exceptional value.



**REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT #RCA-017-18010014
BETWEEN
COUNTY OF ORANGE /COUNTY PROCUREMENT OFFICE
AND
INTERIOR OFFICE SOLUTIONS
FOR
OFFICE FURNITURE, INSTALLATION AND RELATED SERVICES**

This Agreement, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Interior Office Solutions, with a place of business at 17800 Mitchell North, Irvine, CA 92614-6004; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party" or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract herein:

Attachment A – Scope of Work
Attachment B – Compensation, Payment and Invoicing Instructions
Attachment C – Pricing/Discount Schedule and Other Fees

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for providing Office Furniture, Installation and Related Services as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed products/services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into this Contract for Office Furniture, Installation and Related Services with Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California, without reference to conflicts of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental

Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this Contract. Time of the essence is not waived in any way by County's waiver of or failure to take action with respect to any one particular time of the essence breach. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Attachment A, Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County pursuant to paragraph "F".
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by County and in accordance to Attachment B, Compensation, Payment and Invoice Instructions for Contracted Services.
- G. Warranty:** Contractor expressly represents and warrants that the goods/services covered by this Contract are fit for the particular purpose for which they are intended. Contractor will indemnify, defend and hold County and County Indemnities, as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such representations and warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.
- O. Insurance Provision:** Prior to the provision of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the department address listed in paragraph "36", Notices.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. Changes: Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

Q. Change of Ownership: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract without penalty in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under this Contract.

R. Force Majeure: Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to

County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- U. **Freight (F.O.B. Destination):** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor represents and warrants that it is and will remain in full compliance with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and

employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor will maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor will allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor will include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to County's project manager.

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. Expenditure Limit: Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions

1. Scope of Contract: This Contract specifies the contractual terms and conditions by which County will procure goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A"

2. **Contract Term:** This Contract shall commence on **November 15, 2017**, upon all necessary signatures, and shall continue for five (5) calendar years from that date, through and including **November 14, 2022**, unless otherwise terminated by County. This Contract is non-renewable.
3. **Regional Cooperative Agreement (RCA):** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at the County's request.
4. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 22; California Government Code, Sections 11135 et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
5. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
6. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Terminate the Contract immediately, pursuant to Section K herein;
 - ii. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - iii. Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
 - iv. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
 - v. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.
7. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Compensation:** Contractor agrees to accept the specified compensation as set forth in Attachment B, Compensation, Payment and Invoice Instructions, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.
10. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the county are expressly stated in the Contract.
11. **Contractor – Change in Ownership:** Contractor agrees that if there is a change in ownership prior to completion of this Contract, the new owner will be required, under terms of sale, to assume this Contract and complete it to the satisfaction of County.
12. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to the Contractor; Contractor’s employees and agents, associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.
13. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
14. **Conflict with Existing Law:** Contractor and County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
15. **Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of Contractor or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

16. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. County will not provide free parking for any service in County Civic Center.
17. **Contractor Personnel-Reference Check:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the department issuing this Contract.
18. **Contractor Personnel-Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.
- All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of Contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.
19. **Contractor's Power and Authority:** Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of County under this Contract.
20. **Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of County's Project Manager, whose consent shall not be unreasonably withheld.
- Contractor's Project Manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to Contractor's project manager.
21. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of seven (7) years after final payment is received from County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
22. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
23. **County Of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from County shall constitute grounds for termination of the Contract."
24. **Data- Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at

all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

25. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with their proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the proposal being deemed non-responsible.
26. **Default:** In case of default by Contractor, County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between the Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
27. **Delivery Location – No Loading Dock:** Delivery locations may not have loading docks. Contractor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
28. **Disputes – Contract:**
- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the provision of services under this Contract. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Purchasing Agent or his designee. If County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

29. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. Contractor has made false certification, or
 - b. Contractor violates the certification by failing to carry out the requirements as noted above.
30. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

31. **Firm Price Quotes:** Prices quoted herein shall be firm for the duration of the Contract.
32. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either

in whole or in part, and any loss or damage sustained by County in procuring on the open market any services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

33. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification as necessary shall be determined by County's assigned buyer. If disagreement exists between Contractor and County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by County's Purchasing Agent or his designee.
34. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
35. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from County through County's Project Manager.
36. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Interior Office Solutions
Attention: Paula Ray
17800 Mitchell North
Irvine, CA 92614
Phone No: (949) 724-9444
Email: Pray@iosinc.net

For County: County of Orange
County Procurement Office
Attention: Gabriela George
1300 S. Grand Ave., Bldg., A, 2nd Floor
Santa Ana, CA 92705
Phone No: (714) 567-7641
Email: Gabriela.George@ocgov.com

37. **Orders:** Contractor shall receive written or verbal requests from individual County departments on an as-needed basis form items in this Contract, subject to the terms, conditions, and pricing listed herein.

38. **Order Confirmation by Contractor:** Contractor shall be responsible for confirming specifications, quantities, and pricing with the contracting department contract person prior to order entry/delivery.
39. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until the term of the Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.
40. **Parking for Delivery Services:** County of Orange will not provide free parking for delivery services.
41. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
42. **Prevailing Wage (Labor Code § 1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
43. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.
44. **Project Manager, County:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's Project Manager shall coordinate the activities of County staff assigned to work with Contractor.
- County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager and key personnel. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within 14 calendar days after written notice by County's project manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.
45. **Project Schedule:** The services performed under this Contract shall be done in accordance with the approved project schedule incorporated herein which may be revised at the option of County with Contractor's concurrence. Contractor shall be responsible for schedule adherence as outlined herein.
46. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic at work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, a partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in

newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.

47. **Reports/Meetings:** Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, Contractor's project manager and other project personnel shall attend all meetings. Contractor shall provide such information that is requested by County for the purpose of monitoring progress under this Contract.
48. **Sub-Contracting:** In the event that Contractor is authorized by County to sub-contract, this Contract shall prevail and the terms of the sub-contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which County expects to receive services, County shall look to Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by Contractor with County; County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. All work must meet the approval of the County of Orange.
49. **Substitutions:** Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
50. **Tax ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
51. **Transportation Charges:** Prices quoted shall include transportation charges governed by the minimum rate tariff established by the Public Utilities Commission (PUC) of the state of California. Should the prices be affected by the action of the PUC, the County of Orange will, with 30 days' notice and submission of proper evidence thereof by Contractor, make the necessary price adjustment during the term of this Contract.
52. **Usage:** No guarantee is given by County to Contractor regarding the discretionary components of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
53. **Usage Reports:** Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen days of such request. The usage report shall include all information requested by County, in a format specified by County.
54. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.
55. **Waivers - Contract:** The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

SIGNATURE PAGE FOLLOWS

CONTRACT SIGNATURE PAGE

Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

INTERIOR OFFICE SOLUTIONS

**If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<u>Jesse Bagley</u>	<u>President</u>
Print Name	Title
<u>[Signature]</u>	<u>11/10/2017</u>
Signature	Date

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

<u>Brian Airth</u>	<u>Secretary</u>
Print Name	Title
<u>[Signature]</u>	<u>11/10/2017</u>
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

<u>Gabriela George</u>	<u>Deputy Purchasing Agent</u>
Print Name	Title
<u>[Signature]</u>	<u>11/13/17</u>
Signature	Date

ATTACHMENT A

SCOPE OF WORK

1. GENERAL INFORMATION

- 1.1. **Introduction:** The County of Orange is a public sector governmental entity governed by a five member Board of Supervisors and comprised of 22 Departments with over 17,500 employees. Of these, about 3,500 are executives, managers and supervisors.

County's core businesses are public safety, public health, environmental protection, regional planning, public assistance, social services and aviation.

- 1.2. **Statement:** County solicited proposals for the provision of Office Furniture, Installation and Related Services, on an "as needed" basis and usage is not guaranteed, throughout the County of Orange. Products shall meet all specifications under this Contract and Attachments.

Contractor shall be able to manage separate contracts, as well as set-up separate accounts and invoice each County Department separately.

2. DEFINITIONS

- 2.1. **Authorized Dealer:** A furniture reseller that is authorized by a Manufacturer to distribute and/or resell their products.
- 2.2. **Base of Design:** A specific range of manufacturer's product, design, color, and style that is approved by the County.
- 2.3. **CAD Drawing:** Computer-Aided Design drawing that conveys the architectural design of the materials, processes and dimensions of the space plan. The purpose of a CAD Drawing is to ensure that all compliances are met for a project (e.g. ADA requirements, aisle space, seismic bracing, etc.).
- 2.4. **Catalog/Manufacturer Retail Price List:** Catalog/Retail Price list published by a furniture manufacturer.
- 2.5. **Consulting/Design Services:** Contractor shall conduct site visit to determine functionality and current office aesthetics, workplace productivity, design intent, ergonomics, and environmental concerns; provide layout/floor plan/CAD drawing under established budget communicating any and all cost savings methods; assist with selecting materials and finishes; create specifications and prepare preliminary and final proposal for County approval.
- 2.6. **Contractor Project Manager:** Verify delivery and installation schedule; process and track orders, attend meeting and oversee delivery and installation; complete punch list in a timely manner communicating any delays in writing to ensure on-time completion of furniture project.
- 2.7. **County Project Manager:** County department assigned project lead responsible for coordinating furniture projects.
- 2.8. **D-34 Classification:** Contractor's State License Board (CSLB) requirement for Contractor and/or subcontractors to maintain valid and current licensing classification status to perform installations of prefabricated and modular office systems per the California Code of Regulations, Division 8, Title 16, Article 3. Classification. Contractor is responsible for providing a current and valid copy of the D-34 classification license prior to award and must maintain said license during the entire Contract term.
- 2.9. **E-Catalog:** Contractor shall have available a list of products, including description and/or photo and prices published in an electronic document form on the internet.

- 2.10. **Floorplan/Layout:** A diagram, usually to scale, showing a view from above of the relationship between the physical layout of Systems and Free-Standing Modular Furniture objects with interior walls, hallways, windows and door locations.
- 2.11. **Inside Delivery:** Deliveries made to a building or warehouse that will be the end destination of the ordered product. If the deliveries are to be made in a secure area, Contractor shall make efforts to contact the location to arrange delivery. Contractor is to dispose of all packaging from the project location.
- 2.12. **Installer:** Contractor staff assigned to install and uninstall any prefabricated modular furniture. Contractor must have a current and valid D34 – Prefabricated Equipment Contractor Classification License with the CSLB. Prevailing Wages may apply.
- 2.13. **Lead Ship Time:** Quantity of time between product order and product ship time from manufacturer.
- 2.14. **Manufacturer’s Warranty:** Preprinted written warranty published by each individual manufacturer for a particular product and specifically endorsed by manufacturer to County.
- 2.15. **New Products:** Items that have not previously been incorporated into another project or facility.
- 2.16. **Pre-Qualified Product Specifications:** Where a specific manufacturer’s product is named as the “Basis of Design”, to establish the significant quantities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.
- 2.17. **Products:** Items purchased using this RFP for installation on to county facilities. The term “product” includes the terms “material,” “equipment,” “systems,” and terms of similar intent.
- 2.18. **Reconfiguration Services:** To change or re-arrange the elements or setting of current furniture configurations to meet the changing needs of the County Department, which shall include consulting and design services and updated floor plan/layout/CAD drawings. To change the shape of formation of existing furniture. Remodel or restructure existing furniture pieces.
- 2.19. **Showroom:** Designated location where Contractor displays products for viewing and demonstration purposes.
- 2.20. **Special Warranty:** Written warranty required by or incorporated into this RFP, either to extend the time limit provided by manufacturer’s warranty or to provide more rights for the County.
- 2.21. **Standard Range:** Where specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, County will select color, pattern, or texture from manufacturer’s product line that will be determined at a later date, and should not include premium items.
- 2.22. **Systems and Free-Standing Modular Furniture and Installation Services:** Under this Contract, Systems and Free-Standing Modular Furniture and Installation Services is defined as the efficient production, delivery and installation of furniture, related products and subsequent services that meets or exceeds all County, State and Federal requirements.
- 2.23. **Warehouse/Storage:** The safekeeping of goods in a depository or space available in a warehouse managed by Contractor. Action or method to store something for future use.
- 2.24. **Warehouseman (Storage):** A person who works or is responsible to manage a storage or warehouse facility, duties may include, but not limited to, moving goods, preserving goods and keeping inventory of items in the warehouse. Warehouseman shall only be used for inventory requests.

3. **CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES**

Contractor shall perform all service(s) and duties, including but not be limited to, the following:

3.1. **Product**

- 3.1.1. **Catalog/Manufacturer Retail Price List:** Contractor shall provide catalogs and manufacturer's retail price list at no cost to County, as requested by County. Contractor shall provide updated catalogs that include price lists thirty (30) days in advance of being effective for County's approval. County prefers catalogs to be available in e-catalog format. During the contract period, Contractor shall provide updated catalogs and manufacturer's price list at no cost to County when they become available.
- 3.1.2. **Household Furniture:** Contractor shall be required to provide quotes for household furniture (i.e., sofas, chairs and ottomans) that are available by manufacturer catalog as needed.
- 3.1.3. **Missing Parts:** At County's request, Contractor shall provide usable and good quality loaner furniture for County's use until missing parts are received and successfully installed to the satisfaction of the County.
- 3.1.4. **Order Size:** Contractor shall not require a minimum quantity and/or cost per order. Contractor agrees to supply Contract items, as needed by County, at quoted discount regardless of size or order.
- 3.1.5. **Quality of Furniture:** All products must show first class workmanship in all phases of construction and shall be free from sharp edges, paint sags, etc., must be resistant to wear and ADA Compliant or merchandise will be rejected at Contractor's expense.
- 3.1.6. **Sample Products:** At County's request, Contractor shall provide chair samples to requesting Departments for a period of up to thirty (30) days for evaluation purposes and Contractor shall pick up sample products upon completion of the evaluation, at no cost to County.

3.2. **Service**

- 3.2.1. **Damage/Insurance Claims:** Responsibility for filling and handling of any insurance claims with any freight company lies with Contractor.
- 3.2.2. **Delivery and Installation:** Contractor will be responsible for coordinating all routine and complex deliveries with the Department's County Project Manager.
 - 3.2.2.1. Product(s) ordered must be uncrated, assembled (as applicable) and ready for delivery.
 - 3.2.2.2. Contractor shall pre-inspect furniture for quality, damages and/or completeness of order prior to scheduling delivery.
 - 3.2.2.3. Contractor shall be responsible for the disposal of all packaging materials from products ordered by County off and on County site.
 - 3.2.2.4. Uncrating at location of delivery will not be allowed unless authorized by County Project Manager in writing.
 - 3.2.2.5. Furniture shall be delivered blanket wrapped, unwrapped, assembled, set in place, wiped clean of all fingerprints and function demonstrated to County Project Manager and/or designee(s).
 - 3.2.2.6. Contractor shall notify County of any missing parts or manufacturer defects. County will not accept any defective products or products with missing parts.

- 3.2.2.7. Contractor will be completely responsible for all damages that may occur during delivery and installation. Factory direct shipping/delivery will not be accepted by County. Contractor shall ensure delivery site is left in a clean and orderly manner after installation is complete.
- 3.2.2.8. County will not take title until installation is complete and to the satisfaction of County.
- 3.2.3. **Defective/Damaged Products/Missing Parts:** Contractor shall notify County of defective/damaged/missing part products prior to delivery and place such products on re-order. Contractor shall notify County of lead time on re-ordered products.
- 3.2.4. **Existing Facility with Showroom:** County may request to visit Contractor's Showroom for viewing and demonstration of products.
- 3.2.5. **Lead Ship Time**
- 3.2.5.1. **Quick Ship Program:** Contractor shall inform County departments of available items from the various manufacturers' quick ship program and their lead/ship time.
- 3.2.5.2. **Lead Ship Time:** Upon order placement, Contractor shall notify County of ship time for orders placed.
- 3.2.5.3. **Manufacturer/Factory Delays:** Contractor shall notify County of any manufacturer/factory delays. County reserves the right to cancel orders due to manufacturer/factory delays, if it is in the best interest of the County. County may elect to cancel order(s) and seek equivalent product from another source. Contractor shall be held liable for price difference and County may seek damages.
- 3.2.5.4. **Partial Shipments:** Partial shipments will not be accepted by County unless authorized by the County Project Manager.
- 3.2.6. **Quote Process:** Contractor shall provide quotes on all projects and shall receive written confirmation, in a way of a Subordinate Contract or Purchase Order, prior to starting on any project.
- 3.2.6.1. Quotes for any project must be provided directly to the requesting Party (ies) as soon as possible or within one (1) business day from initial call/e-mail/meeting.
- 3.2.6.2. Quotes shall be coordinated and approved directly by each individual department. All County user Department(s) shall follow County Procurement Guidelines. No further approval from CPO is required.
- 3.2.6.3. All quotes submitted to County must include at a minimum, but not limited to:
- 1) Ordering Department Name;
 - 2) Order Date;
 - 3) Purchase Order (PO or CT) or Contract No. (MA)
 - 4) Requestor's Full Name and Phone Number;
 - 5) Details of the Project/ Item Description;
 - 6) Quantity;
 - 7) Quantity shipped/backordered;
 - 8) Product Unit of Measure;
 - 9) Manufacturer's current and published Catalog Suggested Retail List Price;

- 6) Applicable Percentage Discount;
- 7) County's Price;*
- 8) Total Price of Project;
- 9) Estimated Date of Delivery; and,
- 10) Estimated Completion of Project.

3.2.6.4. All quotes shall be invoiced separately and shall be sent directly to each requesting Department.

3.2.6.5. County Departments are not required to post quotes on BidSync.

3.2.6.6. County Departments shall be responsible to submit a copy of the quote with invoice at the time of invoice payment.

* Pricing shall be listed as Contractor's Published List Price, minus percentage and net price for each item listed on quote.

3.2.7. **Storage**

3.2.7.1. Contractor shall offer storage for products that arrive before projects start date at no additional cost to County.

3.2.7.2. Contractor shall provide a bonded warehouse facility separate and secured from other tenants, for the storage of furniture as agreed between Contractor and County until project start date.

3.2.7.3. Contractor's warehouse facility must be secured and have the required fire sprinklers.

3.2.7.4. Contractor's warehouse shall be owned or leased by Contractor and must be insured against theft, fire and any liability that may occur.

3.2.7.5. Contractor shall be able to store County's existing furniture when doing a reconfiguration project at any facility if and when needed. In addition, Contractor shall provide an inventory list of County owned warehoused items at no additional cost within three (3) business days of County request.

3.2.8. **Warehousing:** Contractor shall have the capacity to provide storage for office furniture ordered by County when project delay occurs. Contractor must provide warehousing at no cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, warehousing charges shall be billed/invoiced according to Attachment B – Compensation, Payment and Invoice Instructions.

3.2.9. **Warranty:** Contractor must provide warranty information when providing quotes for any and all products.

3.2.10. **Warranty-Chairs:** All seating purchased against this RCA will bear a permanent, non-removable label attached under the seat indicating the manufacturer, model number of the chair, date of manufacturer completion date, date of order and warranty at time of seating.

3.3. County reserves the right to revise, remove or add additional requirements/responsibilities as deemed necessary throughout the term of this Contract.

4. **REQUIRED SERVICES**

Services shall include but not be limited to:

4.1. **Assembly and Installation Services**

- 4.1.1. Installation services shall include all material tools and labor necessary for acceptance of materials from carrier at ordering Departments.
- 4.1.2. Job site to be left clean and neat.
- 4.1.3. Any damage to County property incurred by Contractor will be repaired at Contractors' expense and any repairs will not be accepted unless approved by County.
- 4.1.4. If installation is required during evening and weekend hours, at times normally considered "overtime" as provided under state law, Contractor shall provide a hourly charge and the total estimated time of completion before work is too be done.

4.2. Design Services

- 4.2.1. For all County furniture orders, the design labor dollars required to program and development new furniture plans, furniture colors, materials and finishes, furniture specifications, and subsequent project management required to facilitate a well-managed and efficient jobsite installation will be priced separately the cost of the furniture.
- 4.2.2. Contractor shall provide precise electrical needs and exact number of electrical circuits required for proper operations of electrical equipment to be used within the furniture.

4.3. Space Planning Services

- 4.3.1. In the event that a qualified office furniture Contractor may offer additional design services, an hourly design rate shall be offered and negotiated with Contractor, by County.
- 4.3.2. Additional design services would include, but not be limited to feasibility studies, space plan conceptual modeling, full building finish schedules to include paint schedules, wall finishes, flooring, tile, carpeting, cove base, wall-covering, reflective ceiling plans, reconfiguration planning, move management and technology planning.
- 4.3.3. The qualified Contractor shall have employees that are certified interior designers with NCIDQ or CCIDC certifications with licenses and/or 4-year architectural degrees.

4.4. Special Project Management

- 4.4.1. Contractor shall provide project management for future Special Furniture Projects, in coordination with Contractor's Architects identified by County for a Building Retrofit, of which furnishings is a subset. County desires a partnership, allowing for flexibility and responsiveness during periods involving construction efforts.
- 4.4.2. Contractor shall be responsible for inventorying, refurbishing, designing, space-planning, moving, storing, matching, ordering, receiving, transporting, delivering, staging, installing, and inspecting furnishings, as indicated, and as needed, throughout the duration of the specific project.
- 4.4.3. Contractor shall provide a dedicated project team for the duration of this project.

5. PRODUCTS/SYSTEMS/MODULAR FURNITURE REQUIREMENTS

5.1. Selection:

Contractor shall provide systems/modular furniture including but not be limited to:

- 5.1.1. Product by a major manufacturer that meets all Occupational Safety and Health Administration (OSHA) standards and regulations, all Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, and all Underwriters Laboratory (UL) requirements.
- 5.1.2. Compliance with specific building and fire code restrictions.

- 5.1.3. Meet all ADA (American Disability Act)/Section 504 requirements of design for all County buildings installations.
- 5.1.4. Multiple options available including materials, finishes, designs, sizes, functions, etc.
- 5.1.5. Provide ergonomically designed systems.
- 5.1.6. High quality steel lateral files, shelving and storage in various widths and heights.
- 5.1.7. Accessories such as paper management, keyboard trays, pencil drawers and other work tools.
- 5.1.8. Standard and Quick Ship Lead Times.

5.2. Products Minimum Requirements:

Systems/Modular Furniture

- 5.2.1. The complete catalog of all systems/modular furniture, lines, and accessories available from Contractor, to include all types of panel based modular componentry which can be customized to accommodate multiple workspace designs and applications. Systems should ideally include data, voice, and electrical cabling management systems within the system in a racetrack either at the top of the panel or along the bottom of the panel. All pieces of a system should be interchangeable to allow for design and remodel alterations at a future date. All electrical outlets and circuitry must be UL listed and CSA certified.
- 5.2.2. This description covers office systems/modular furniture designed to provide comprehensive office furniture environments through the ability to form a variety of workstation configurations. The systems/modular furniture shall consist of connecting, structural panels with provisions for mounting a wide range of furniture components, panel supported and/or freestanding work surfaces and drawer pedestals meeting the requirements specified herein.
- 5.2.3. All panels and components shall be of a design, material, and workmanship to withstand hard, daily usage over an extended life with a minimum of maintenance and repair. All panels shall stand erect and rest firmly on their bases to assure safety, good appearances, and provide for a stationary work position. All panels shall be plumb and level. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without penetration or demarcation or the use of floor fasteners so as to allow for reconfiguration without any floor patching.
- 5.2.4. Contractor shall guarantee that the items offered, or functionally similar items that will interface with the system offered under the RFP, shall remain available and/or be compatible for a period of ten (10) years from date of award.
- 5.2.5. Contractor shall warrant their product against defects in materials and workmanship for a period of two (2) years from date of shipment.
- 5.2.6. Panels offered under this description shall include acoustical and non-acoustical, safety glazed, open, tackable, electrified and non-electrified with raceways. Wire management provisions shall be field convertible from powered to non-powered. Fabric is to be mid-grade or better.
- 5.2.7. All panels offered shall have a maximum smoke development rating of 150 and a maximum flame spread rating of 25 when tested as specified herein. The fabric covering shall be flame resistant.

- 5.2.8. Acoustical panels shall have a Noise Reduction Co-efficient (NRC) of approximately 0.85 and a Sound Transmission Class (STC) of approximately 40. 9. Panels shall be available in a variety of nominal heights and widths ranging from 28" to 80" high and 12" to 72" wide.
- 5.2.9. Panel raceways shall be designed to provide distribution of electrical, data, and communications cables in one or more raceways that are an integral part of the panel. The raceway(s) shall be totally accessible from both sides of the panel through the use of covers that are hinged or operable without the use of tools.
 - 5.2.9.1. The electrical power distribution system shall be an integral component of the systems/modular furniture.
 - 5.2.9.2. All electrical system components shall be CSA approved.
 - 5.2.9.3. Power shall be supplied from the building wiring system to the systems/modular furniture through base or ceiling feeds.
 - 5.2.9.4. In addition to the power distribution system, the raceway system shall be capable of containing both data and communication cabling equivalent to eight 25-pair category 5 awg 24 cables without interference from raceway electrical system.
- 5.2.10. The panel system shall be capable of connecting in a variety of configurations including connection of panels of differing heights and connection of two, three, or four panels from a single point.
- 5.2.11. The system shall provide for suspending components at varying heights on both sides of the panel. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum 3/4" adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be 1 inch.
- 5.2.12. The furniture system shall include work surfaces that are panel supported and/or freestanding. When panel supported and freestanding surfaces are offered, they shall be of similar construction and appearance and shall allow the integration of both types within a workstation.
- 5.2.13. Top surfaces shall be high-pressure plastic laminate. The top shall be balanced to resist warping, and the underside shall be smoothly finished. Edges shall be vinyl T-molding or self-edge. When self-edges is used, the corners shall be eased.
- 5.2.14. The system shall include a variety of work surface depths between 18" and 30" and widths between 30" and 72". Dimensions outside these ranges are also acceptable, but shall be compatible with panel widths. The furniture system shall include drawer pedestals or individual drawer units that can form pedestals. Types may include surface mounted, freestanding and mobile pedestals. Freestanding and mobile pedestals shall be designed to allow use beneath a work surface. Finish options for drawer fronts to be metallic paint or wood veneer.
- 5.2.15. Drawer types shall include pencil or personal drawers, box drawers, and file drawers.
- 5.2.16. Pedestals shall be available with locks or locking devices. Units may be gang locks or may be individual drawer locks.
- 5.2.17. The furniture system shall include shelves and cabinets ranging from 2'-0" to 6'-0" widths (minimum). Cabinets shall be provided with a receding door or may be formed from a shelf and separate top and door assembly. Cabinet locks shall be available.

- 5.2.18. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included. Panel supported lateral files and file bins may be offered. Freestanding lateral files, specifically designed to be used beneath a work surface may be included.
- 5.2.19. The furniture systems/modular shall include task lighting. As a minimum, task lights shall be capable of mounting beneath a shelf or cabinet. Articulated arm, task lights which are panel mounted, ambient lights and under counter or panel mounted lights are also acceptable. Variable intensity or adjustable task lights are also acceptable. All lights offered shall be CSA approved. Task lights shall have individual on/off switches and shall be equipped with a diffusion lens to provide glare free light. Lights shall be shielded to prevent direct viewing of the lamp or bulb at eye level from a seated position.
- 5.2.20. Contractor shall provide, as an integral part of the systems/modular furniture product line, paper management items. These items shall be used for the sorting and organization of letter, legal, ADP printout sized paper and rolled drawings "A" through "E" sheet sizes. These items may be suspended by rails attached to the panel and/or provided as inserts to the pedestal drawers, overhead storage bins, and lateral file drawers.
- 5.2.21. All dimensions, shapes, etc. illustrated are to describe the typical range of a workstation and components that County expects to procure. Specific orders shall be placed with Contractor for those items from his contract that will meet the actual needs of the project.
- 5.2.22. Only those components available under Contractor's current systems/modular furniture product line shall be offered.
- 5.2.23. The various components (work surfaces, shelves, storage drawers, etc.) shall be positioned in a task related manner within easy reach of station occupant(s). Sufficient panels shall be provided to effectively house the specified components and to facilitate the indicated tasks. Any components not shown in the illustrations, which are needed to conform to the manufacturer's recommendations for installation shall be included.
- 5.2.24. Include complete catalogs of all case goods, furniture lines, and accessories available from Contractor to include all types of case goods; such as freestanding conventional desks and credenzas and matching pedestals (freestanding) with various drawer and accessory configurations. Included also in this group are computer desks, stationary tables, mobile tables, occasional tables, mobile pedestals, fax/printer stands, screens, cable management devices, mobile filing cabinets, and other innovative/mobile storage cabinets. The complete catalog of all filing systems/modular, freestanding filing cabinets, equipment and accessories available from Contractor; to include all types of vertical files, lateral files, high-density storage files, freestanding pedestals, lockers, storage cabinets, and specialized storage. All products offered for this category shall be deemed of commercial grade and must meet or exceed ANSI/BIFMA standards for durability and performance.
- 5.2.25. All products in the vertical, lateral, high-density storage, and pedestal products must include interlock devices (allowing only a single drawer to be open at one time, precluding the possibility of the unit becoming dis-weighted and tipping over unexpectedly), single locking mechanisms (locking all drawers and doors with one lock), and tectonic devices (to preclude the unit tipping over during earthquakes).
- 5.2.26. All products in this category must be ANSI/BIFMA rated for commercial grade performance characteristics, functionality, durability and longevity of performance.

Seating

- 5.2.27. The County requires that all seating offered on contract must have a minimum of five (5) years parts and labor warranty and (10) year minimum on all moving/stationary hard surfaces. The complete catalog of chairs and other seating available from Contractor; to include desk and task chairs, group/conference room chairs, executive chairs. This category shall also include lounge seating, reception seating, side seating, and stacking seating. Labor is included with repairs.
- 5.2.27.1. All Chairs must meet a minimum weight acceptance of 250 lb. minimum. Have at least 5 spoke base.
- 5.2.27.2. All Task/Office Chair backs are to be Ratchet (no post) height adjustment, offer optional adjustment for angle and extra lumbar support.
- 5.2.27.3. All Task/Office Chair seat pan with depth and tilt adjustment.
- 5.2.27.4. All Task/Office Chair arms will have height adjustment, offer optional adjustments for adjusting away from seat pan, adjustment for forward/backward, swivel and quick disconnect from chairs.
- 5.2.28. All desk/task chairs must meet or exceed OSHA program standards. Meet or exceed ANSI (American National Standards Institute) General and Office Ergonomics Standards. Meet or exceed BIFMA (Business Institutional Furniture Manufacturers Association) G1-2013 Ergonomics Standards.
- 5.2.29. Loaner chairs must be offered for a minimum of thirty (30) days. The chair will be brought to that particular site for the employee to sample and picked up by Contractor upon completion of the evaluation.

6. RECONFIGURATION OF COUNTY EXISTING FURNITURE

At a minimum, Contractor shall provide reconfiguration services for existing office furniture, which may include de-installing or reinstalling of furniture located on the same floor, between floors, or in different County buildings, but not be limited to:

- 6.1. Contractor shall conduct field study for site measurements. Identify conditions of site for obstructions of columns, switches, HVAC vents, etc., and provide a drawing to County as specified per requirements.
- 6.2. Contractor shall review drawing for completeness, accuracy, and proper application of product. Review plan to determine quantity of each panel connection, hinge, two-way, three-way, or four-way connection.
- 6.3. Coordinate with County representative for electrical, phone and data installation, and other trades as necessary.
- 6.4. Contractor shall coordinate delivery of product to the job sites and schedule with County representative time of installation.
- 6.5. When working on reconfiguration projects, Contractor shall have the ability to match (manufacturer, style, etc.) and purchase additional product(s) to complete the reconfiguration project faultlessly.

7. RE-UPHOLSTERY OF EXISTING COUNTY FURNITURE

- 7.1. Contractor shall offer re-upholstery services to the County. If and when requested by the County, Contractor shall inspect condition of item(s) and prepare a written quote for re-upholstery to include all labor, material, and any other fees necessary to re-upholster the items requested.

8. **ERGONOMIC PRODUCTS**

- 8.1. Contractor shall offer manufacturers that provide furniture that is ergonomically adjustable and prevents injury to users of its furniture. The manufacturer shall have substantial research and resources to support ergonomics product design and provide access to information and resources for users on the adjustments of its furniture (i.e. in-house ergonomist, etc.).

9. **HOURS OF OPERATION AND DELIVERY INSTRUCTIONS**

9.1. **Hours of Operation**

Contractor shall maintain, at Contractor's expense, a telephone answering system, which, at a minimum provides eight (8) hours per day, five (5) days per week live coverage from the hours of 8:00 a.m. to 5:00 p.m. (PST) and an email address to place all requests/orders, as well as a contact name and number for 24-hour access number for emergency orders.

General Ordering Phone Number:	(949) 724-9444
*Account Representative Name:	PAULA RAY
Telephone No:	(949) 724-9444
E-mail Address:	PRAY@IOSINC.NET
AFTER-HOURS CONTACT	
Account Representative Name	PAULA RAY
Telephone No:	(949) 697-8714 (CELL)

* Any changes in Account Representative or After-Hours Account Representative shall be notified in writing to County, County Procurement Buyer listed under Articles 36-Notices.

Contractor shall complete all work within regular County business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (PST), unless other arrangements are made by County Site Coordinator or Project Manager. Each Department may have different service needs due to facility organization and/or hours of operation, Contractor shall accommodate requests based on each Facility needs and hours of operation.

9.2. **Delivery Instructions**

- 9.2.1. There are numerous locations throughout the County that require delivery inside and outside the various County Departments. Contractor will be required to make deliveries throughout the County of Orange as required by requesting Department(s). Each County Department is responsible to notify Contractor of delivery locations at time of ordering.
- 9.2.2. Contractor shall be responsible for any parking fees. County will not provide free parking for delivery services, parking fees will not be reimbursed, and parking passes will not be issued.
- 9.2.3. All deliveries must be made and coordinated directly with the requesting Department.
- 9.3. **Contractor Support Team:** Contractor shall provide a support team capable of handling all ordering and related customer services. Contractor guarantees that County Procurement Office will be satisfied with the sales representation for the account and will replace anyone on the team that does not meet the approval of County Procurement Office.

10. REBATES

- 10.1. Contractor shall provide rebates to County based on Attachment C – Pricing/Discount Schedule and Other Fees, Section 8 – Rebates.
- 10.2. Contractor may extend County pricing to other governmental entities under this Agreement. For this instance, County spend will include any purchases by outside entities using the County of Orange Contract with Interior Office Solutions. Contractor shall report to County all outside purchases under this Contract. The calculating and reporting of rebates will be completed and provided to the County Purchasing Department at the end of each Contract year.
- 10.3. Rebate checks shall be generated on an annual basis (November 15 – November 14) through the term of this Contract.
- 10.4. Contractor shall make checks payable to **“County of Orange”** and mailed to the attention of CPO Buyer within 30-days from issuance. Refer to Article 36 – Notices for mailing address.
- 10.5. Contractor shall include a detailed accounting report with each rebate check. Each report must have a breakdown to include the using Department(s).

11. COUNTY RESPONSIBILITIES

- 11.1. County Department(s) shall be responsible for creating their own subordinate contracts against this RCA.
- 11.2. Each County Department shall appoint a County Project Manager for each project and/or service order.
- 11.3. County Department(s) shall be responsible for creating and amending their subordinate contracts and add or delete facility locations, change hours of operation, at any time during the term of the contract.
- 11.4. County Department(s) establishing subordinate contract(s) against this RCA shall coordinate their delivery and billing addresses/locations directly with Contractor.
- 11.5. County shall assist Contractor in obtaining data, including system access, as needed to assist Contractor.
- 11.6. County reserves the right to obtain competitive bids on any material or service and to utilize the data provided under this Contract relative to necessary materials and services.
- 11.7. County Project Manager shall ensure Contractor has necessary access to service locations and facilities.
- 11.8. County shall answer questions related to various County procedures, as needed.
- 11.9. County reserves the right to revise, remove or add additional requirements as deemed necessary throughout the term of this Contract.

12. SECURITY REQUIREMENTS

County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractor and their employees who perform services in these facilities will be required to strict operation policies and may be required to pass a background check prior to their employment due to security requirements for certain facilities covered under this Contract. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.

- 12.1. Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass two (2) separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 12.2. Contractor shall prepare and submit a Security Clearance form to the County Site Coordinator for all persons who will be working on or who will need access to secured facilities.
- 12.3. Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
- 12.4. Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 12.5. No person shall be employed on this work who has not received prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport.
- 12.6. The County, John Wayne Airport, the Probation Department and the Sheriff's department are not under any obligation to give a reason clearance is denied.
- 12.7. The Contractor shall be responsible to sign in with the County Site Coordinator or designee, as required. Upon arrival at any secure facility (eg., JWA, Probation) Contractor shall report to the Central Control Center (Control). Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities.

Specifically:

- a) Do not give names or addresses to internees.
- b) Do not receive any names or addresses from internees.
- c) Do not disclose the identity of any internee to anyone outside the facility.
- d) Do not give any materials to internees.
- e) Do not receive any materials from internees (including materials to be passed to another individual or internee).

**Failure to comply with these requirements is a criminal act and can result in prosecution.*

- 12.8. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be expected to pass the screening requirements and abide by all of the security requirements set forth by the Federal Aviation Administration (FAA) and the County of Orange.

"The Federal Aviation Administration (FAA) approved security program for John Wayne Airport requires that each person issued a John Wayne Airport security badge is made aware of his/her responsibilities regarding the privilege of access to restricted areas of the airport".

All persons within the restricted air operation areas of the airport are required to display, on their person, a John Wayne Airport security badge, unless they are specifically exempted for reasons or they are under escort by a properly badge individual. Each airport employee or airport tenant employee who has been issued a John Wayne Airport security badge is responsible for challenging any individual who is not properly displaying an airport issued or approved and valid identification badge. Any person who is not properly displaying or who

cannot produce a valid John Wayne Airport security badge must immediately be referred to the Sheriff's Department Airport Detail Office for proper handling.

The John Wayne Airport security badge is the property of the County of Orange and must be returned upon termination of employment at John Wayne Airport. The loss of a badge shall be reported within twenty-four (24) hours to the Sheriff's Department Airport Dispatch Center (949) 252-5000. A report shall be made before a replacement badge will be issued.

- 12.9. All vehicles parked on-site shall be locked and thoroughly secured at all times.
- 12.10. All equipment and materials shall remain in Contractor possession at all times and shall never be left unattended. All or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- 12.11. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- 12.12. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- 12.13. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e. transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- 12.14. Contractor's employee(s) shall be well-disposed to the public and County staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

ATTACHMENT B
COMPENSATION, PAYMENT AND INVOICE INSTRUCTIONS

1. **COMPENSATION:** This is a fixed priced Contract between County and Contractor for goods and services as provided in this Contract. Contractor agrees to supply all goods and services required to perform the services as listed in Attachment A – Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. **County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment in accordance with paragraphs “C” and “P” of the County Contract Terms and Conditions.**

2. **PRICE INCREASES/DECREASES:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to County. County requires bona fide proof of cost increases on contracts prior to any price adjustment. A minimum of ninety (90) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. County may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor’s profit will not be allowed.

3. **FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

4. **INVOICE/PAYMENT INSTRUCTIONS:**

A. **Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods rendered. Invoices must be submitted to address indicated on the Subordinate Contract created by the individual Department. The invoice must have a unique number and must include the following information:

1. Contractor’s name and address;
2. Contractor’s remittance address;
3. Name of County Department serviced;
4. Service address;
5. Contract Number (MA) or respective “Subordinate” Contract Number for each Department.
6. Date of services rendered;
7. Service description, including number of hours or fraction thereof.
8. Copy of any materials purchase invoices plus percentage mark-up (attached invoice)
9. Sales Tax, if applicable
10. Total

Invoices shall cover goods not previously invoiced and submitted coincidentally with Contractor’s payroll period. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under the Subordinate Contracts, and shall not be construed as acceptance of any part of the services.

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

County reserves the right to require a copy of the quote to be submitted, as an attachment, with each invoice.

5. PAYMENT TERMS:

- A. The Invoice is to be submitted in arrears to the user department to the bill to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to County and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.
- B. Billing shall cover goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods not provided or when services do not meet Contract requirements.
- C. Payments made by County shall not preclude the right of County from thereafter disputing any goods involved or billed under this Contract and shall not be construed as acceptance of any part of the goods.

6. PAYMENT (ELECTRONIC FUNDS TRANSFER EFT):

County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. The County of Orange, Auditor-Controller Agency will control and initiate payment. To request a form, please contact the department representative listed in the Contract.

ATTACHMENT B
PRICING / DISCOUNT SCHEDULE AND OTHER FEES

1. SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose	Haworth	6-8 Weeks	64.5%	60.5%
002	Premise	Haworth	5-7 Weeks	64%	60%
003	Unigroup + Unigroup Too	Haworth	6-8 Weeks	64%	60%
004	Compose Connections	Haworth	6-8 Weeks	64%	60%
005	Intuity	Haworth	7-9 Weeks	44%	40%
006	Patterns	Haworth	7-9 Weeks	44%	40%
001	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
002	AMQ		2-3 Weeks	61.5%	61.5%
003	DeskMakers		2-5 Weeks	58.1%	58.1%
004	Enwork		3-4 Weeks	64.2%	64.2%
005	First Office + OFS		2-6 Weeks	53%	53%
006	Mayline		3-4 Weeks	55.7%	55.7%

2. FREESTANDING/MODULAR/CASE GOODS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Compose/Adaptable	Haworth	6-8 Weeks	64.5%	60.5%
002	X Series	Haworth	6-8 Weeks	58.5%	54.5%
003	Masters	Haworth	6-8 Weeks	44%	40%
004	Reside Desking	Haworth	6-8 Weeks	46%	42%
005	Vancouver, Tripoli, Orlando,	Haworth	6-8 Weeks	44%	40%
006	Suite	Haworth	10-12 Weeks	41%	37%
007	Hop/Hat/Jump Height	Haworth	4-6 Weeks	41%	37%
008	Planes Tables	Haworth	4-6 Weeks	44%	40%
009	IOS Ideation Lab		6-12 Weeks	Cost +7.5%	Cost +7.5%
010	Boss Office Products		2-3 Weeks	37.3%	37.3%
011	Carolina		2-6 Weeks	53.5%	53.5%
012	CCN		6-12 Weeks	36%	36%
013	Cherryman		2-3 Weeks	52.1%	52.1%
014	DeskMakers		2-5 Weeks	58.1%	58.1%
015	Enwork		3-4 Weeks	64.2%	64.2%
016	First Office + OFS		2-6 Weeks	53%	53%
017	Fullbright + Company		2-6 Weeks	38 %	38 %
018	Global Total Office +		6-8 Weeks	64.6%	64.6%
019	High Point Furniture		4-6 Weeks	50.6%	50.6%
020	Krug		5-7 Weeks	48.8%	48.8%
021	Krug Healthcare		5-7 Weeks	44.1%	44.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
022	Mayline		2-3 Weeks	53.7%	53.7%
023	National Office Furniture		3-4 Weeks	57.6%	57.6%
024	Nienkamper		6-8 Weeks	60.1%	60.1%
025	Nevins		5-9 Weeks	52%	52%
026	Nucraft		8-10 Weeks	50.1%	50.1%
027	Paoli		3-8 Weeks	54.2 %	54.2 %
028	Spacestor		6-8 Weeks	36%	36%
029	Tuohy		6-12 Weeks	37%	N/A

3. FILING/FILING SYSTEMS FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	X Series	Haworth	6-8 Weeks	58.5%	54.5%
002	V Series	Haworth	6-8 Weeks	52%	48%
003	A Series	Haworth	6-8 Weeks	40%	36%
004	Beside	Haworth	7-9 Weeks	44%	40%
005	Compose	Haworth	7-9 Weeks	44%	40%
001	Coalesse		6-8 Weeks	46.1%	46.1%
002	Davis		6-8 Weeks	44.5%	44.5%
003	Loewenstein		2-6 Weeks	49.1%	49.1%
004	Mayline		6-8 Weeks	53.7%	53.7%
005	National Office Furniture		3-4 Weeks	57.6%	57.6%
006	Nienkamper		6-8 Weeks	60.1%	60.1%
007	Phoenix Safe		1-2 Weeks	49.5%	49.5%
008	Safco		1-2 Weeks	49.5%	49.5%
009	Spacestor		6-8 Weeks	36%	36%
010	Tuohy		6-12 Weeks	37%	N/A

4. SEATING FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Very Task	Haworth	4-5 Weeks	48%	44%
002	Very Other	Haworth	4-5 Weeks	50%	46%
003	Zody	Haworth	4-5 Weeks	48.5%	44.5%
004	Fern	Haworth	4-5 Weeks	45%	41%
005	X99	Haworth	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	Haworth	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	Haworth	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	Haworth	4-5 Weeks	41%	37%
009	Look	Haworth	4-5 Weeks	52%	48%
010	Haworth Collection	Haworth	6-12 Weeks	15%	N/A
011	9 to 5 Seating		1-4 Weeks	63.1%	63.1%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
012	Aceray		3-6 Weeks	46.1%	46.1%
013	Afra Furniture		4-12 Weeks	Cost	Cost +10.5%
014	Allseating		2-3 Weeks	56.1%	56.1%
015	Allermuir		2-6 Weeks	51.1%	51.1%
016	AMO		2-3 Weeks	44%	44%
017	Arcadia		7-8 Weeks	48.3%	48.3%
018	Boss Office Products		2-3 Weeks	37%	37%
019	Cabot Wrenn		6-8 Weeks	31.9%	N/A
020	Carolina		2-6 Weeks	52.1%	52.1%
021	Cherryman		1-2 Weeks	52.1%	52.1%
022	Coalesse		6-8 Weeks	45.1%	45.1%
023	Community		6-7 Weeks	51.1%	51.1%
024	Dauphin		2-5 Weeks	51.1%	51.1%
025	Davis		6-8 Weeks	46.1%	46.1%
026	Emeco		6-8 Weeks	30%	N/A
027	Encore		6-8 Weeks	53.5%	53.5%
028	Enwork		3-4 Weeks	61.5%	61.5%
029	Eurotech		1-3 Weeks	42%	42%
030	ERG		4-6 Weeks	48.8%	48.8%
031	First Office + OFS		2-6 Weeks	53.5%	53.5%
032	Global Total Office + Globalcare		6-8 Weeks	55.5%	55.5%
033	Grand Rapids Chair		4-6 Weeks	46.5%	N/A
034	HBF		7-9 Weeks	46.5%	46.5%
035	Highmark		2-6 Weeks	53.5%	53.5%
036	High Point Furniture Industries		4-6 Weeks	40%	40%
037	Humanscale		4-6 Weeks	48.5%	48.5%
038	iDesk		1-3 Weeks	53.5%	53.5%
039	Integra Seating		4-8 Weeks	46.5%	46.5%
040	IZZYZ+		5-7 Weeks	46.5%	46.5%
041	Janus et Cie		4-12 Weeks	38%	38%
042	JSI		6-7 Weeks	51.5%	51.5%
043	Keilhauer		7-9 Weeks	46.5%	46.5%
044	KFI Seating		1-3 Weeks	53.5%	53.5%
045	Krug		5-7 Weeks	48.8%	48.8%
046	Krug Healthcare		5-7 Weeks	44%	44%
047	Landscape Forms		3-12 Weeks	Cost +12%	Cost +12%
048	La-Z-Boy		5-6 Weeks	51.5%	51.5%
049	Leland		4-6 Weeks	49.7%	49.7%
050	Lesro Reception Seating		1-4 Weeks	39%	39%
051	Loewenstein		2-6 Weeks	53.5%	53.5%
052	Martin Brattrud		8-10 Weeks	46.5%	46.5%
053	Mayline		3-4 Weeks	54.7%	54.7%
054	National Office Furniture		2-3 Weeks	58.4%	58.4%
055	Nienkamper		6-8 Weeks	46.5%	46.5%
056	Nevens		5-9 Weeks	48.8%	48.8%
057	Okamura		8-11 Weeks	46.5%	46.5%
058	Paoli		3-4 Weeks	54.5%	54.5%
059	Safco		1-3 Weeks	50%	50%
060	Senator Seating		2-9 Weeks	55%	N/A
061	SitOnIt		3-6 Weeks	53.7%	53.7%
062	Source International		5-7 Weeks	48.8%	48.8%

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
063	Stylex Seating		4-8 Weeks	46.5%	46.5%
064	Tuohy		6-12 Weeks	39.5%	N/A
065	Via Seating		1-2 Weeks	51.5%	51.5%
066	Vitra		8-12 Weeks	46.4%	46.4%
067	Woodstock Marketing		1-2 Weeks	51.5%	N/A

5. LIBRARY, LOBBY AND OTHER FURNITURE

Item No	Seating Lines	Estimated Delivery	Discount Off List	Quick Ship Off List
001	Very Task	4-5 Weeks	48%	44%
002	Very Other	4-5 Weeks	50%	46%
003	Zody	4-5 Weeks	48.5%	44.5%
004	Fern	4-5 Weeks	45%	41%
005	X99	4-5 Weeks	52%	48%
006	Improv, Tag, System 12	4-5 Weeks	54%	51%
007	Wood Guest, Openest, Harbor Worklounge, Poppy	5-6 Weeks	41%	37%
008	Cassis, Candor, Lively	4-5 Weeks	41%	37%
009	Look	4-5 Weeks	52%	48%
010	Haworth Collection	6-12	15%	N/A
011	Aceray	3-6 Weeks	46.1%	46.1%
012	Allermuir	2-6 Weeks	51.1%	51.1%
013	Appenx Signage	4-5 Weeks	47.5%	47.5%
014	Arcadia	7-8 Weeks	48.3%	48.3%
015	Atriadi	4-6 Weeks	37%	37%
016	Boss Office Products	1-2 Weeks	47.5%	47.5%
017	Cabot Wrenn	6-8 Weeks	31.9%	N/A
018	CCN	4-8 Weeks	35%	35%
019	Claridge	2-6 Weeks	48%	48%
020	Clarus	2-3 Weeks	42%	42%
021	Coalesse	6-8 Weeks	45.1%	45.1%
022	Community	6-7 Weeks	51.1%	51.1%
023	Davis	6-8 Weeks	46.1%	46.1%
024	Egan Visual	2-6 Weeks	46.5%	46.5%
025	Emeco	6-8 Weeks	30%	N/A
026	EMU Americas	2-12	35%	35%
027	Encore	6-7 Weeks	53.5%	53.5%
028	ERG International	4-6 Weeks	48.8%	48.8%
029	Fullbright + Company	2-6 Weeks	38 %	38 %
030	Grand Rapids Chair	4-6 Weeks	46.5%	N/A
031	HBF	7-9 Weeks	46.5%	46.5%

Item No	Seating Lines	Estimated Delivery Time	Discount Off List	Quick Ship Off List
032	High Point Furniture Industries	4-5 Weeks	40%	40%
033	Humanscale	4-6 Weeks	48.5%	48.5%
034	Integra Seating	4-8 Weeks	46.5%	46.5%
035	IZZYZ+	5-7 Weeks	46.5%	46.5%
036	Janus et Cie	4-12	38%	38%
037	JSI	6-7 Weeks	51.5%	51.5%
038	Keilhauer	7-9 Weeks	46.5%	46.5%
039	Krug	5-7 Weeks	48.8%	48.8%
040	Krug Healthcare	5-7 Weeks	44%	44%
041	Landscape Forms	3-12	Cost +12%	Cost +12%
042	La-Z-Boy	5-6 Weeks	51.5%	51.5%
043	Leland	4-6 Weeks	49.7%	49.7%
044	Martin Bratrud	8-10	46.5%	46.5%
045	Mayline	3-4 Weeks	54.7%	54.7%
046	National Office Furniture	2-6 Weeks	58.4%	58.4%
047	Nienkamper	6-8 Weeks	46.5%	46.5%
048	Nevins	7-9 Weeks	48.8%	48.8%
049	Paoli	3-8 Weeks	54.5%	54.5%
050	Peter Pepper	2-6 Weeks	42.5%	N/A
051	Safco	1-3 Weeks	50%	50%
052	SitOnIt	3-6 Weeks	53.7%	53.7%
053	Source International	5-7 Weeks	48.8%	48.8%
054	Source Outdoor	3-12	42.5%	42.5%
055	Spacestor	6-8 Weeks	36%	36%
056	Spec Furniture	4-6 Weeks	45%	N/A
057	Stylex Seating	4-8 Weeks	46.5%	46.5%
058	Tuohy	6-12	39.5%	39.5%
059	Via Seating	1-2 Weeks	51.5%	51.5%
060	Vitra	8-12	46.4%	46.4%
051	West Coast Industries	7-9 Weeks	45%	45%
052	Woodstock Marketing	1-2 Weeks	51.5%	N/A

6. ERGONOMIC FURNITURE

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
001	Belong	Haworth	6-8 Weeks	48%	44%
002	Jump	Haworth	4-5 Weeks	44%	40%
003	AMQ		1-2 Weeks	44%	N/A
004	ESI		1-2 Weeks	55.5%	N/A

Item No	Series	Brand	Estimated Delivery Time	Discount Off List	Quick Ship Off List
005	Humanscale		4-6 Weeks	58%	58%
006	National Office Furniture		2-4 Weeks	58.4%	58.4%
007	Safco		1-3 Weeks	50%	50%
008	Spaceco		2-3 Weeks	57.5%	N/A
009	Workrite		1-2 Weeks	55.5%	N/A

7. ADDITIONAL/SPECIAL SERVICES

- A. **Reconfiguration and Labor Charges:*** Charge for reconfiguring any manufacturer's furniture at the request of County or in storage including installation and disassemble of furniture. The labor cost shall be billed separate from Design Services and Project Management charges. Express in dollar per hour charge. INCLUDE PREVAILING WAGES

	<u>Regular Hours</u> Monday - Friday 8 AM to 5 PM (PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day (PST)
PREVAILING WAGE PER HOUR	\$66.00	\$99.00	\$132.00
NON-PREVAILING WAGE PER HOUR	\$44.00	\$66.00	\$88.00

*This shall only apply when reconfiguring existing County furniture.

- B. **Design Services:** Design charge for the purchase of new furniture or reconfigured furniture. Express in dollars per hour charge. INCLUDE PREVAILING WAGES

	<u>Regular Hours</u> Monday - Friday 8 A.M. to 5 P.M.(PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day(PST)
PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00
NON-PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00

- C. **Space Planning:** Charge for space planning including any architectural designing and blueprinting. Expressed in dollars per hour per charge. INCLUDE PREVAILING WAGES.

	<u>Regular Hours</u> Monday - Friday 8 A.M. to 5 P.M.(PST)	<u>After Hours</u> Monday - Friday 5:01 P.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day (PST)
PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00
NON-PREVAILING WAGE PER HOUR	\$85.00	\$127.50	\$170.00

- D. **Special Project Management:** Charge for managing a special project, including but not limited to Planning, Expediting, Installing, and Inventorying.

	<u>Regular Hours</u> Monday – Friday 8 A.M. to 5 P.M.(PST)	<u>After Hours</u> Monday - Friday 5:01 A.M. - 7:59 A.M. (PST)	<u>Weekend/Holiday</u> All Day (PST)
WAGE PER HOUR	\$85.00	\$127.50	\$170.00

- E. **Warehousing Cost:** Contractor shall provide warehousing at no additional cost to County for a minimum of thirty (30) days. If warehousing is still required after 30 days, Contractor shall list warehousing cost per day, per vault, per pallet, or per square foot.

WAREHOUSING FEES (after 30-days) Per Day, Per Vault, Per Pallet, Per Square “ft”	WAREHOUSEMAN HOURLY RATE (after 30-days)
\$50.00 Day	\$44.00

- F. **Additional Products/Services:** At the request of Department(s), Contractor shall submit a **written** quote for requested goods/services, to include but not be limited to:

- Express Shipping
- Other Customer Related Services

**Delivery shall be coordinated between requesting department(s) and Contractor.*

8. REBATES

- A. Contractor shall provide rebates based on the breakdown listed below, on an annual basis (November 15 – November 14), through the term of this Contract.

Item No	Aggregate Total	Rebate %
001	Purchases from \$1.00 to \$999,999.99	1.25%
002	Purchases exceeding \$2,500,000.00	1.75%
003	Purchases exceeding 4,000,000.00 or more	2.5%

- B. Rebate check is due to County no later than the 15th of December, through the term of this Contract.
- C. The rebate check must be mailed to CPO designated buyer as listed under Additional Terms and Conditions, Article 36 – Notices.

EXHIBIT 2
PREVAILING WAGE REQUIREMENTS

- A. All or a portion of the Scope of Work in the Contract or Purchase Order (as applicable) requires the payment of prevailing wages and compliance with the following requirements.**

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee

employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- (3) A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting Party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- (4) The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
- (5) Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits of Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty of Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) Requirements:

1. Contractor shall comply with Senate Bill 854 (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
 - a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - c. This project is subject to compliance monitoring and enforcement by the DIR.
 - d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - e. **Contractors** and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - a. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - b. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - c. The certified payroll records must be in a format prescribed by the Labor Commissioner.
2. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant.

Included in these requirements is (1) the Contractor's requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.

Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

1) Submit Contract Award Information (DAS-140)

- a. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
- b. The DAS-140 is a notification "announcement" of the Contractor's participation on a public works project—it is not a request for the dispatch of an apprentice.
- c. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contractor subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- d. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
- e. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.

2) Employ Registered Apprentices

- a. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
- b. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- c. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
- d. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request

must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.

- e. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- f. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).

3) Make Training Fund Contributions

- a. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
- b. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
- c. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
- d. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- e. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exceptions to Apprenticeship Requirements:

The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices.

- a. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
- b. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- c. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
- d. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
- e. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exceptions from Apprenticeship Ratios:

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:

- a. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- b. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or

- c. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
- d. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



ACTION ITEM
October 21, 2020

TO: Board of Directors

FROM: Administration & Finance Committee
(Directors Thomas, Dick, Finnegan)

Robert J. Hunter, General Manager

Staff Contacts: Cathy Harris, Administrative Services Manager
Katie Davanaugh, Sr. Executive Assistant

SUBJECT: Approve Health Savings Account (HSA) Elections for 2021/ New HSA Administrator and Revisions to District HSA Policy

STAFF RECOMMENDATION

It is recommended that the Board of Directors approve Option 1, as follows:

1. Establish HSA contribution amounts for 2021, per JPIA guidelines, which remain unchanged from 2020.
2. Approve proposed revisions to District Policy regarding HSA Accounts and revise the Personnel Manual.
3. Authorize distribution of the contributions to the 2021 HSA Accounts, per MWDOC policy and JPIA guidelines.
4. Authorize JPIA to administer the Health Savings Accounts through their vendor, Health Equity.

COMMITTEE RECOMMENDATION

Committee recommends (to be determined at Committee meeting)

SUMMARY

Annually, at open enrollment, the Board of Directors reviews, establishes and approves the annual Health Savings Account (HSA) contributions to the Consumer Driven Health Plans (CDHP). In addition, in order to improve efficiencies, staff reviewed the current HSA administrator and is recommending a change in the Plan Administrator. Staff is also recommending revisions to the District Policy regarding contributions to ensure the process is consistent with enrollment in health/medical benefits.

Budgeted (Y/N): Y	Budgeted amount: \$3,900	Core <u>X</u>	Choice
Action item amount: varies by actual plan enrollment	Line item:		
Fiscal Impact (explain if unbudgeted):			

Recommended District Health Savings Account contributions for 2021 are the same as 2020, and are recommended as follows:

	Employee	2-party	Family
Proposed Annual District Contributions:			
Kaiser	\$1500	\$3000	\$3000
Anthem	1300	2600	2400
Employee 2021 max contributions:			
Kaiser	2100	600	4200
Anthem	2300	1000	4800
Total 2021 IRS maximum contribution:	3600	3600	7200
55+ Catch-up (Additional employee contribution allowable)	1000	1000	1000

DETAILED REPORT

Background:

HSA Contributions

2021 will be the 6th year that the District has offered and participated in the Anthem PPO and Kaiser Consumer Driven Health Plans (CDHP). To continue to encourage participation in these plans, JPIA has suggested contribution amounts to participant's HSA to incentivize participation in the high deductible plans with the goal of cost savings to the District, and potentially the employee.

Currently, for 2020, two employees are enrolled in the Anthem PPO Consumer Driven Health Plan and two employees are enrolled in the Kaiser Consumer Driven Health Plan, representing 10.25% of enrollment participation.

The Board requested that this item be returned for review of annual contribution amounts. For 2021, JPIA recommends the District make the same contributions as for plan year 2020 and that the contributions be made at the beginning of the plan year to encourage participation and to minimize exposure to the participant.

Proposed Revisions to the District HSA Policy:

In reviewing the current policy regarding District contributions to HSA accounts, staff is recommending proposed changes so that the policy is consistent with benefit eligibility.

The District's current policy states (with proposed redline revisions):

"For employees enrolled in the Consumer Driven Health Plan, the District will deposit contributions, based on the amount approved by the Board, into the employee's HSA on the first payroll in January for employees enrolled in a CDHP, or switched to the CDHP during open enrollment ~~;~~ or is hired in January. Employees hired ~~after in~~ January and thereafter will receive a pro-rated initial contribution to their HSA effective with their benefit eligibility date. Employees already enrolled in an HSA and have increased coverage during the calendar year will receive partial proration, not to exceed maximum tier contribution.

The MWDOC Board of Directors reserves the right to review, revise and alter the District's contributions to HSAs, depending on the cost of the program and the fiscal condition of the District.

PROPOSED CHANGE HSA ADMINISTRATOR

WageWorks (vendor) currently administers the Health Savings Accounts for the employees enrolled in the Consumer Driven Health Plans. Staff is recommending a change in vendors to have JPIA administer those HSA accounts. Having JPIA administer that plan would help to streamline the process and coordinate those medical related benefits. It should be noted that Health Equity will be administering this benefit for JPIA starting in 2021.

BOARD OPTIONS

Option #1

1. Establish HSA contribution amounts for 2021, per JPIA guidelines, which remain unchanged from 2020.
2. Approve proposed revisions to District Policy regarding HSA Accounts, as redlined above and revise the Personnel Manual.
3. Authorize distribution of the contributions to the 2021 HSA Accounts, per MWDOC policy and JPIA recommendation.
4. Authorize JPIA to administer the Health Savings Accounts through their vendor, Health Equity.

Business Analysis: Providing District contributions encourages participation in the Plans and may reduce/increase costs to the District, depending on plan enrollment.

Option #2

1. Do not authorize contributions to the HSA.

Business Analysis: If not approved, this may discourage enrollment.

STAFF RECOMMENDATION

Option #1

**ACTION ITEM**
October 21, 2020

TO: Board of Directors

FROM: Administration & Finance Committee
(Directors Thomas, Finnegan and Dick)

Robert Hunter, General Manager

Staff Contacts: Cathy Harris, Administrative Services Manager
Katie Davanaugh, Sr. Executive Assistant

SUBJECT: Approve New Flexible Benefits and COBRA Administrator

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve Igoe as the administrator for the District's Flexible Spending Benefits Plan (Section 125 spending plans, including Health Care and Dependent Care) and COBRA administration for medical and vision plans, effective January 1, 2021.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

DETAILED REPORT

The District has utilized the services of WageWorks for the past 10 years and WageWorks is in the process of being acquired by Health Equity. Staff solicited quotes and received responses from four vendors through Alliant Benefits (broker). All four responses were reviewed and compared to evaluate and determine the most cost effective resource, along with reliability and services provided as the top criteria to meet the needs of the District and employees. Based on staff's review, staff is recommending Igoe as the vendor based on meeting the criteria.

In looking at the services provided by Igoe, it was determined that cost savings could be achieved by changing vendors, not only for the flexible benefits plans, but also adding COBRA administration services. Best practices recommend that a 3rd party administrator handle the COBRA administration to allow for a seamless process, while minimizing liability to the benefits administrator.

Budgeted (Y/N): Y	Budgeted amount: \$2,400	Core XX	Choice
Action item amount:	Line item: Overhead		
Fiscal Impact (explain if unbudgeted): annual savings of approx. \$950			

A cost comparison of current WageWorks pricing and Igoe pricing (2021-2025) is listed below, including the addition of COBRA services:

Services	WageWorks (current)	Igoe (proposed)
Annual cost	\$2,400	\$1,440
2021 implementation set-up	n/a	250
less discount for annual payment	n/a	-240
Annual Cost	\$2,400	\$1,450

Rates for Igoe are guaranteed through 2025.

BOARD OPTIONS

Option #1

- 1) Approve Igoe as the District's Flexible Spending Administrator for Health and Dependent Care spending accounts.
- 2) Approve Igoe as the District's COBRA administrator for medical and vision plans. (Note that the COBRA administration for the dental plan is administered through Special District's Risk Management Agency as part of their member services).
- 3) Authorize staff to provide appropriate cancellation notice to WageWorks.

Business Analysis: The benefits of changing to Igoe (vendor) include reducing administrative plan fees on an annual basis by \$950, improved on-line reporting features provide quicker and more accurate access to claim information, increased customer service availability to assist in resolving any claim concerns.

Option #2

1. Do not authorize the change in vendor.

Business Analysis: If not approved, savings, improved efficiencies and increased services will not be realized.

Staff Recommendation

Option #1

**INFORMATION ITEM**
October 14, 2020**TO: Board of Directors****FROM: Administration & Finance Committee**
(Directors Thomas, Finnegan, Dick)**Robert Hunter, General Manager**Staff Contacts: Cathy Harris, Director of Human Resources & Administration
Katie Davanaugh, Sr. Executive Assistant**SUBJECT: 2021 Health Insurance Rates****STAFF RECOMMENDATION**

Staff recommends the Administration & Finance Committee receive and file information.

COMMITTEE RECOMMENDATION

Committee recommends (to be determined at Committee meeting).

DETAILED REPORT

Open enrollment for 2021 medical benefits (JPIA) will run from October 23, 2020 through November 6, 2020; and dental (SDRMA) from October 23-30, 2020. Health plan information for 2021 will be provided to all eligible participants by October 22nd.

Rate changes are as follows:

Benefit Plan	Administrator	% Rate Change
Anthem PPO - medical	JPIA	0% aggregate*
Anthem HMO - medical	JPIA	7.6%
Kaiser - medical	JPIA	8.84% aggregate*
VSP - vision	JPIA	0%
Delta Dental – dental/orthodontics	SDRMA	3.6%
Sun Life - life (exp. 12/31/21)	Alliant	n/a
Sun Life - Long Term Disability (exp. 12/31/22)	Alliant	n/a
CompPsych - EAP (exp. 12/31/22)	Alliant	n/a

Budgeted (Y/N): Y	Budgeted amount: \$720,899	Core <u>X</u>	Choice
Action item amount: 0	Line item:		
Fiscal Impact (explain if unbudgeted):			

*Per ACWA's 2021 Employee Benefits Program Renewal information, when balancing to an aggregate increase of zero, if one rate goes down, the rest rise a small amount to balance that out, and vice versa. Hence, the variations by plan and tier. These calibrations are typically made during favorable renewal years.

Plan rates for 2021:

Plan	Total monthly premium			Employee monthly cost			District monthly cost		
Active Employees	Single	2-Party	Family	Single	2-Party	Family	Single	2-party	Family
Anthem PPO (Classic)	858.88	1,717.76	2,276.03	35.88	343.55	455.21	823.00	1,374.21	1,820.82
Anthem HMO (CalCare)	888.10	1,776.20	2,353.46	38.80	355.24	470.69	849.30	1,420.96	1,882.77
Anthem PPO (CDHP)	687.10	1,374.21	1,820.82	18.70	274.84	364.16	668.40	1,099.37	1,456.66
Kaiser with chiro	697.92	1,378.84	1,944.00	19.78	275.77	388.80	678.14	1,103.07	1,555.20
Kaiser (CDHP)	500.08	983.16	1,384.12	0.00	196.63	276.82	500.08	786.53	1,107.30
Dental	52.63	88.68	134.93	5.26	8.87	13.49	47.37	79.81	121.44
Vision VSP	23.66	23.66	23.66	0.00	0.00	0.00	23.66	23.66	23.66

- The amount budgeted for FY 2020-21 for medical, dental and vision benefits is \$720,899. Based on the plan premium increases for 2021, the projected totals for 2020-21 will be \$724,304.



INFORMATION ITEM

TO: Administration & Finance Committee
(Directors Thomas, Finnegan, Dick)

FROM: Robert Hunter, General Manager

Staff Contact: Hilary Chumpitazi

SUBJECT: Individual Charges Disclosure Report

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive and file the information, as presented.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

DETAILED REPORT

Staff reviewed and revised the timing of the annual Individual Charges Disclosure Report pursuant to requirements of State of California Government Code Section 53065.5. This section states “each special district, at least annually, disclose any reimbursement paid by the district within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge for services or product received.”

Based on the recently discovered clarification of this Government Code section we will now disclose this information in October of each year for the preceding fiscal years transactions versus reporting in April for the calendar year.

The following report shows the full fiscal year of which July thru December 2019 has already been reported and is noted with an asterisk.

Budgeted (Y/N):	Budgeted amount:	Core _	Choice __
Action item amount:	Line item:		
Fiscal Impact (explain if unbudgeted):			

Municipal Water District of Orange County
Individual Charges Disclosure
For the period of 7/1/19 - 6/30/20

POSITION:	VENDOR:	EVENT:	ITEM:	AMOUNT
Director	Frontier Airlines	Colorado River Water Users Association conference Santa Ana, CA to Las Vegas, NV - 12/9/20	Airfare	\$ 118.31 *
	Frontier Airlines	Colorado River Water Users Association conference Las Vegas, NV to Santa Ana, CA - 12/13/20	Airfare	\$ 118.31 *
Director Total:				\$ 236.62
General Manager	Delta Air Lines	Association of Metropolitan Water Agencies Executive conference Los Angeles, CA to Providence, RI - 10/19/19	Airfare	\$ 326.00 *
		Association of Metropolitan Water Agencies Executive conference Providence, RI to Los Angeles, CA - 10/23/19	Airfare	\$ 326.00 *
	Gurney's Newport	Association of Metropolitan Water Agencies Executive conference Newport, RI - 10/20/19	Accommodations	\$ 293.67 *
	Gurney's Newport	Association of Metropolitan Water Agencies Executive conference Newport, RI - 10/21/19	Accommodations	\$ 293.67 *
	Gurney's Newport	Association of Metropolitan Water Agencies Executive conference Newport, RI - 10/22/19	Accommodations	\$ 293.67 *
			General Manager Total:	\$ 1,533.01
Director of Water Use Efficiency	The Citizen Hotel	State Water Resource Control Board workshop & California Water Efficiency Partnership Board meeting Sacramento, CA - 9/23/19	Accommodations	\$ 156.86 *
		Director of Water Use Efficiency Total:	\$	156.86

Municipal Water District of Orange County
Individual Charges Disclosure
For the period of 7/1/19 - 6/30/20

POSITION:	VENDOR:	EVENT:	ITEM:	AMOUNT
Senior Executive Assistant	America's Tire	Replacement tire for Water Loss Control Shared Services vehicle 5/20/2020	Automobile maintenance	\$ 132.08
			Senior Executive Assistant Total:	\$ 132.08
Associate General Manager	Sheraton Grand Sacramento Hotel	Department of Water Resources workshop Sacramento, CA - 3/9/20	Accommodations	\$ 162.82
			Associate General Manager Total:	\$ 162.82
Principal Water Resources Analyst	Southwest Airlines	California Environmental Dialogue meeting Santa Ana, CA to Sacramento, CA-2/4/2020	Airfare	\$ 207.98
			Principal Water Resources Analyst Total:	\$ 207.98
WEROC Specialist	Galls Retail	Waterproof high visibility safety jacket 12/9/19	Safety jacket	\$ 269.36 *
	Mileage	FEMA/CalOES National Level Exercise Black Sky Event Fountain Valley, CA to Ventura, CA - 2/6/20 roundtrip	Mileage	\$ 115.58
			WEROC Specialist Total:	\$ 384.94
Water Resource Analyst	Cal State University of Fullerton	Masters of Science program- Soil & GW Remediation; Wastewater Treatment course Fullerton, CA - 5/28/19 - 8/2/19		\$ 2,552.62 *
			Water Resource Analyst Total:	\$ 2,552.62

Municipal Water District of Orange County
Individual Charges Disclosure
For the period of 7/1/19 - 6/30/20

POSITION:	VENDOR:	EVENT:	ITEM:	AMOUNT
Water Loss Control Technician	REI Co-op	Work boots for Water Loss Control Shared Services employee 8/27/19	Boots	\$ 183.18 *
Water Loss Control Technician Total: \$				183.18
Water Use Efficiency Analyst I	Mileage	Water Smart Innovations conference Las Vegas, NV to Garden Grove, CA - 10/4/19	Mileage	\$ 114.84 *
Water Use Efficiency Analyst I Total: \$				114.84
Grand Total \$				5,664.95

* Denotes charges on 1/1/19-12/31/19 Individual Charges Disclosure report.

**Administration Activities Report****September 4, 2020 – October 8, 2020**

Activity	Summary
Administration/Board	<p>Staff worked on the following:</p> <ul style="list-style-type: none">• Scheduled meetings for Rob Hunter, Karl Seckel and Board members.• Assisted Rob/Karl with various write-ups and follow-up for the Committees and Board.• Continue to send the Water Supply Reports to the member agencies.• Processed and reviewed agreements for appropriate Board approval and insurance requirements as well as execution following approval• Reviewed Insurance documents for all District Agreements.• Responded to two Public Records Act requests.• Review Admin Code for various issues for Rob Hunter and Legal Counsel• Various consultations with legal counsel regarding Brown Act, minutes, and Board issues• Prepared Board write ups and worked with President Tamaribuchi on various issues• Organized and scheduled Ethics and Harassment Prevention trainings• Updated various portions of the website; including updating Zoom Board and Committee meetings, ISDOC and WACO• Responded to four Public Records Act requests• Coordinated with AWWA CA-NV on administrative issues• Formatted letters for Government Affairs, Engineering and WUE• Assisted with agreement processing• Zoom Meetings – Set-up and Hosted.• Assisted Principal Engineer with records management.• Sent out and posted RFP for GM.• Registered Directors for ACWA Fall Conference.• Registered Director for So. Cal. Water Coalition Annual Event and Awards Presentation.



Administration/Board (continued)	<ul style="list-style-type: none"> Registered Director of Emergency Management for IAEM Conference
Records Management	<ul style="list-style-type: none"> Review and reorganization of electronic documents in Laserfiche continues. In preparation for the office remodel, documents that are removed from offices are being reviewed and scanned if necessary.
Health Benefits	<ul style="list-style-type: none"> Open Enrollment information has been reviewed for 2021. Information will be provided to eligible participants on October 22 via email and Zoom. Dental changes for 2021 must be submitted to Human Resources by 10/30/2020. A new vendor is being considered for the administration of the flexible spending plans and COBRA administration; information on 2021 Health Savings Account (HSA) information is included in this month's packet.
Recruitment/Departures	<ul style="list-style-type: none"> Recruitment efforts are underway for the Education Program Assistant. Several candidates are under consideration at this time and the interview process is anticipated to be completed by October 16. Austin Blair departed the District on October 1st. Water Use Efficiency staff are evaluating the staffing needs for the Water Loss Control team at this time.
Projects and Activities	<ul style="list-style-type: none"> Staff continues coordination efforts in working with Engineering staff, IDS and ABS, on planning for the Office Seismic Retrofit and Tenant Improvements. Staff hosted an HR Member Agency Workgroup Meeting on September 24th. Staff is preparing for its triennial Compensation and Benchmark study. Staff is coordinating with the move management consultant on the evaluation, coordination, planning, scheduling and IT requirements during various construction phases. Staff met with furniture vendor to evaluate office furnishings and material and design options. Staff is seeking proposals from moving and surplus companies for upcoming remodel.



Projects and Activities (continued)	<ul style="list-style-type: none">• The General Manager continues to hold bi-monthly staff meetings via Zoom.• Staff is continuing to review development of Organizational Values and Culture.• Staff is continuing to work closely with the Director of Emergency Management in evaluating the return to work phasing plan in accordance with state and local guidelines. Keeping in mind the safety and well-being of employees.• Staff is coordinating office clean-up activities in preparation for remodel and relocation of workstations.
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**INFORMATION ITEM**

October 14, 2020

TO: Administration & Finance Committee
(Directors Thomas, Finnegan, Dick)

FROM: Robert J. Hunter, General Manager

Staff Contact: Jeff Stalvey

SUBJECT: Finance and IT Pending Items Report

SUMMARY

The following list details the status of special projects that are in-progress or to be completed during FY 2020-21.

Finance

Description	% of Completion	Estimated Completion date	Status
Further Implementation of WUE Landscape Programs Databases and Web Site.	On-going	On-going	In Progress
2020 W-9 collection for water rebates. Currently holding 0 rebate checks awaiting W-9 form.	On-going	On-going	In Progress
Design, Implementation and Training of Accufund ERP software	35%	01-31-2021	In Progress
Government Compensation in California Report 2020	0%	03-30-2021	Not Started
State Controller Report preparation FY19-20	0%	11-30-2020	Not Started
State Tax filing for Water Facilities FY19-20	100%	11-30-2020	Completed
Preparation of documents for FY21-22 budget process.	10%	04-30-2021	In Progress
GASB 75 Biennial OPEB Actuarial report	0%	08-31-2020	No Started
Year End procedures; Prepare Annual Financials and Final Audit week of 09-14-20. Awaiting partner review of financials.	90%	10/30/2020	In Progress

Information Technology

Description	% of Completion	Estimated Completion date	Status
Network security issues (hackers, viruses and spam emails)	On-going	On-going	Continuous system monitoring
Purchase and upgrade Conference room 101 with Interactive board, sound system and microphones.	20%	03-31-2021	In Progress
Software upgrade for Primary Domain Controller	0%	06-31-2021	Not started
Implement message archiver for District Exchange E-mail system	0%	06-31-2021	Not started
Upgrade Financial Server (hardware and software)	25%	06-30-2021	In Progress
Implement firewall for District wireless network	0%	03-31-2021	Not started
Upgrade WUE Web Server (Software upgrade)	75%	06-30-2020	In Progress

FY 2020-21 Completed Special Tasks

Description	% of Completion	Completion date	Status
<u>Finance</u>			
Preparation of documents for FY20-21 budget process.	100%	06-30-2020	Completed
Perform demo testing of new accounting software from Accufund	100%	07-31-2020	Completed
Prepare for our annual Interim Audit the week of July 6 th , 2020	100%	07-10-2020	Completed
<u>Information Technology</u>			
Replace network color printer and 2 Department printers	100%	06-30-2020	Completed
Data Server software upgrade	100%	09-30-2020	Completed
Upgrade software for Data Server	100%	06-30-2020	Completed
Disposal of non-functional and obsolete electronic equipment	100%	03-31-2020	Completed



INFORMATION ITEM

October 14, 2020

TO: **Administration & Finance Committee**
(Directors Thomas, Dick, Finnegan)

FROM: **Robert Hunter, General Manager**

Staff Contact: Kevin Hostert

SUBJECT: **Monthly Water Usage Data and Water Supply Info.**

STAFF RECOMMENDATION

Staff recommends the Administration & Finance Committee receive and file this information.

COMMITTEE RECOMMENDATION

Committee recommends (To be determined at Committee Meeting)

REPORT

The attached figures show the recent trend of water consumption in Orange County (OC), an estimate of Imported Water Sales for MWD OC, and selected water supply information.

- OC Water Usage, Monthly by Supply **OCWD Groundwater was the main supply in August.**
- OC Water Usage, Monthly, Comparison to Previous Years Water usage in **August 2020 was slightly below average compared to the last 5 years**. We are projecting a slight decrease in overall water usage compared to FY 2019-20. It has been 41 months since all mandatory water restrictions were lifted by the California State Water Resources Control Board.
- Historical OC Water Consumption Orange County M & I water consumption is **projected** to be **521,000 AF in FY 2020-21** (this includes ~15 TAF of agricultural usage and non-retail water agency usage). This is about **13,000 AF less than FY 2019-20** and is about **6,000 AF more than FY 2018-19**. Water usage per person is projected to be slightly lower in **FY 2020-21 for Orange County at 142 gallons per day** (This includes recycled water). Although OC population has increased 20% over the past two decades, water usage has not increased, on average. A long-term decrease in per-capita water usage is attributed mostly to Water Use Efficiency

Budgeted (Y/N): N	Budgeted amount: N/A	Core <u>X</u>	Choice <u> </u>
Action item amount: N/A		Line item:	
Fiscal Impact (explain if unbudgeted):			

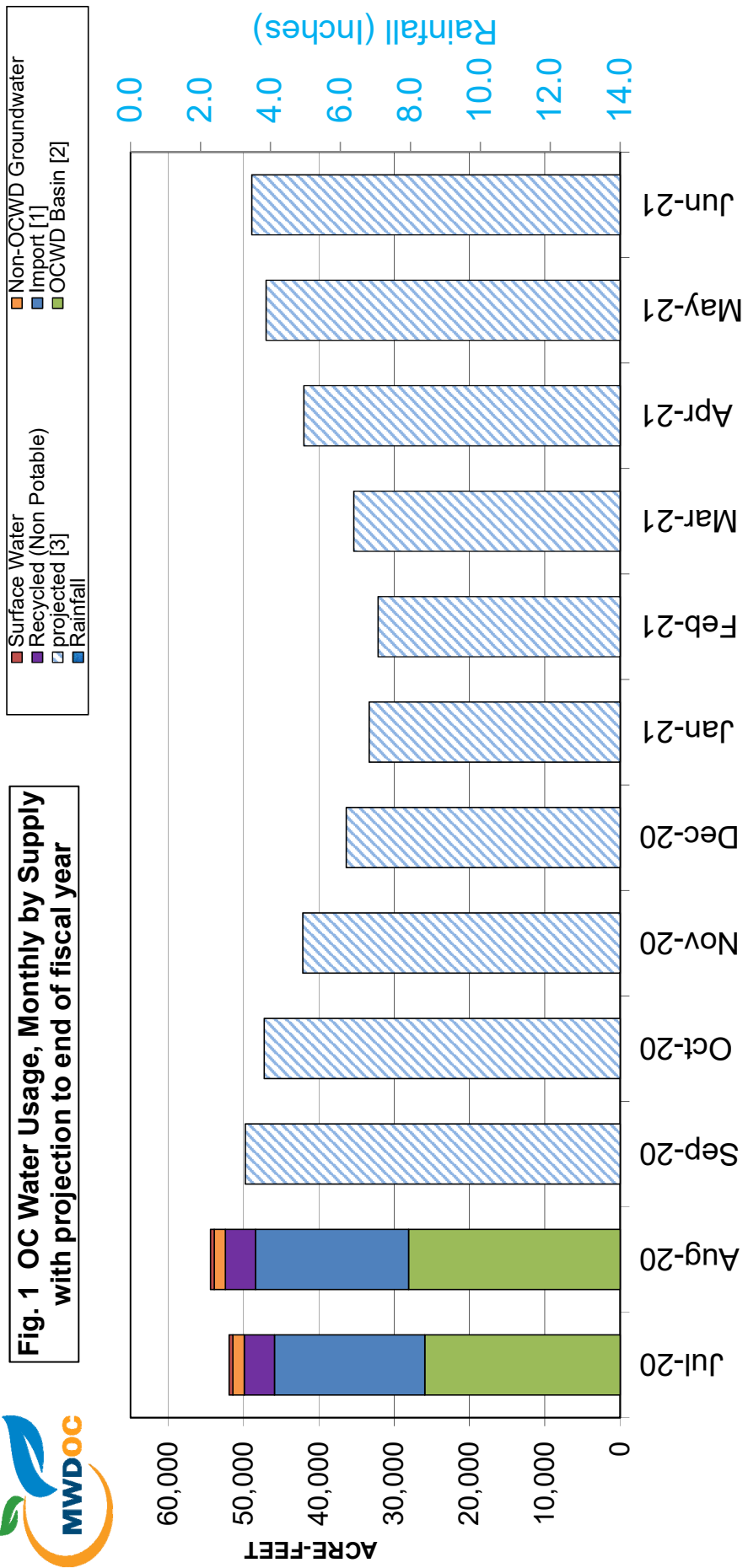
(water conservation) efforts. ***O.C. Water Usage for the last five Fiscal Years is the lowest since the 1982-83 Fiscal Year*** (FY 1982-83 was the third wettest year on record).

Water Supply Information Includes data on Rainfall in OC; the OCWD Basin overdraft; Northern California and Colorado River Basin hydrologic data; the State Water Project (SWP) Allocation, and regional storage volumes. The data have implications for the magnitude of supplies from the three watersheds that are the principal sources of water for OC. Note that a hydrologic year is Oct. 1st through Sept. 30th.

- Orange County's accumulated precipitation through ***late September*** was slightly above average for this period. Water year to date rainfall in Orange County is ***14.79 inches***, which is ***115% of normal***.
- Northern California accumulated precipitation through ***later September*** was ***64% of normal for this period***. Water Year 2019 was 137% of normal while water year 2018 was 82% of normal. The ***Northern California snowpack*** was ***71% of normal*** as of April 8th. ***As of early October, 67.65%*** of California is experiencing ***moderate to extreme drought conditions*** while 84.65% of the state is experiencing abnormally dry conditions. The State Water Project Contractors Table A Allocation was increased to 20% in May 2020.
- Colorado River Basin accumulated precipitation through ***late September*** was ***80% of normal*** for this period. The ***Upper Colorado Basin snowpack*** was ***100% of normal*** as of April 6th. ***Lake Mead and Lake Powell*** combined have about ***60% of their average storage volume*** for this time of year and are at ***43.2% of their total capacity***. If Lake Mead's ***level falls below a "trigger" limit 1,075 ft. at the end of a calendar year***, then a shortage will be declared by the US Bureau of Reclamation (USBR), impacting Colorado River water deliveries to the Lower Basin states. As of early October, Lake Mead levels were ***8.18' above the "trigger" limit***. The USBR predicts that the start of 2020 will not hit the "trigger" level but there is ***a 0% chance that the trigger level will be hit in 2021 and a 9% chance in 2022***.



**Fig. 1 OC Water Usage, Monthly by Supply
with projection to end of fiscal year**



[1] Imported water for consumptive use. Includes "In-Lieu" deliveries and CUP water extraction. Excludes "Direct Replenishment" deliveries of spreading water and deliveries into Irvine Lake.

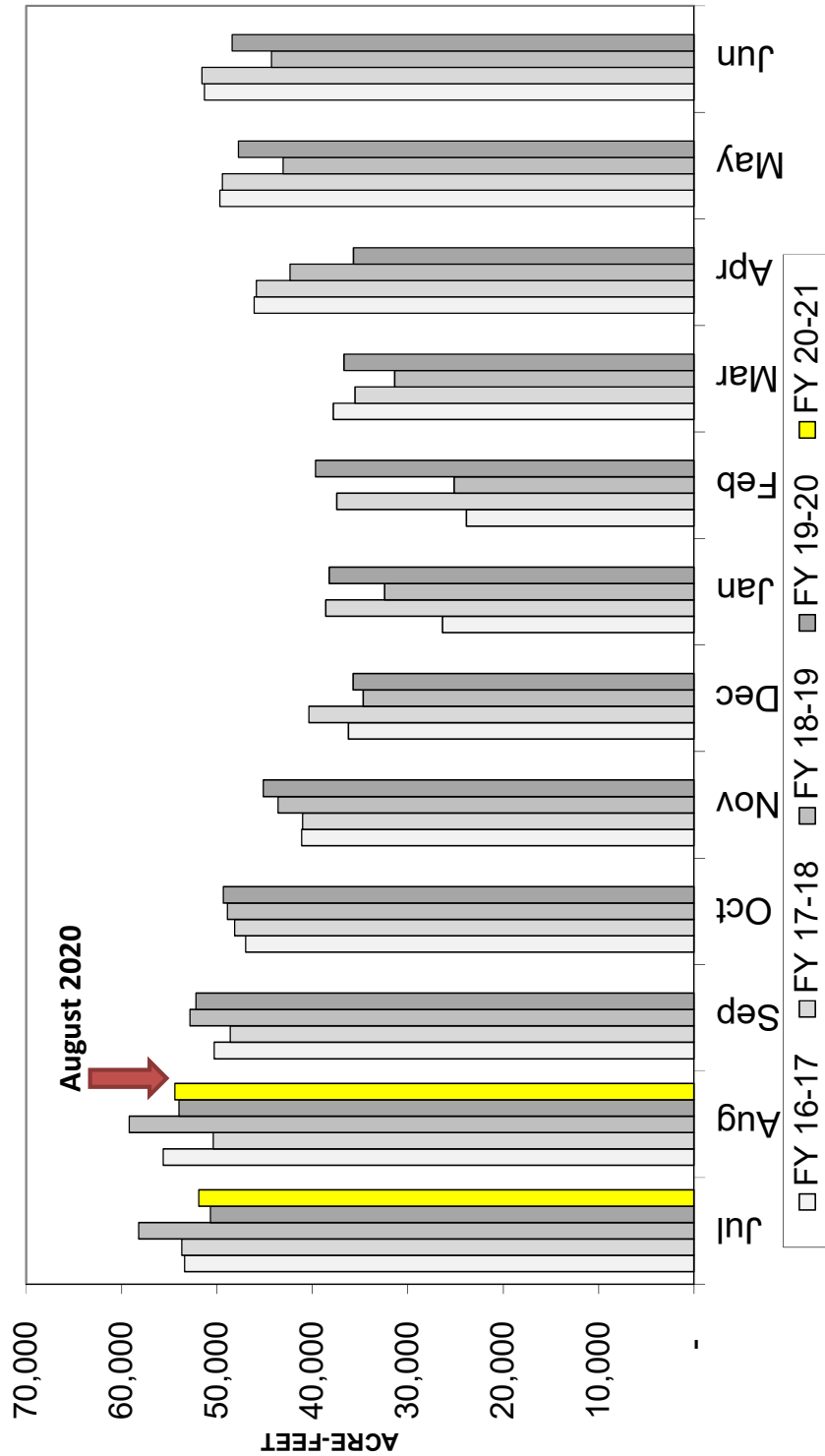
[2] GW for consumptive use only. Excludes In-Lieu water deliveries and CUP water extraction that are counted with Import. BPP in FY '19-20 is 77%.

[3] MWD OC's estimate of monthly demand is based on the projected 5 Year historical retail water demand and historical monthly demand patterns.

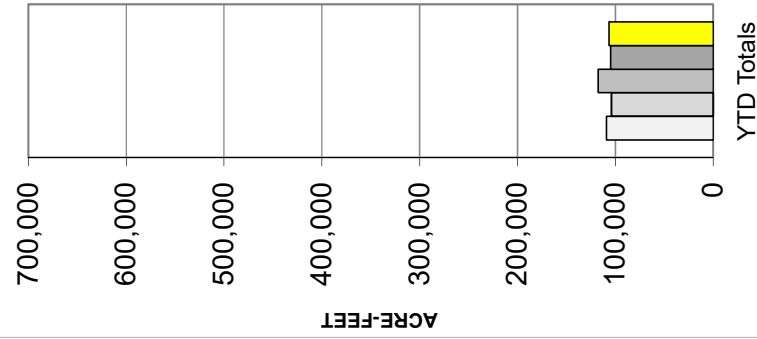
[4] Total water usage includes IRWD groundwater agricultural use and usage by non-retail water agencies.



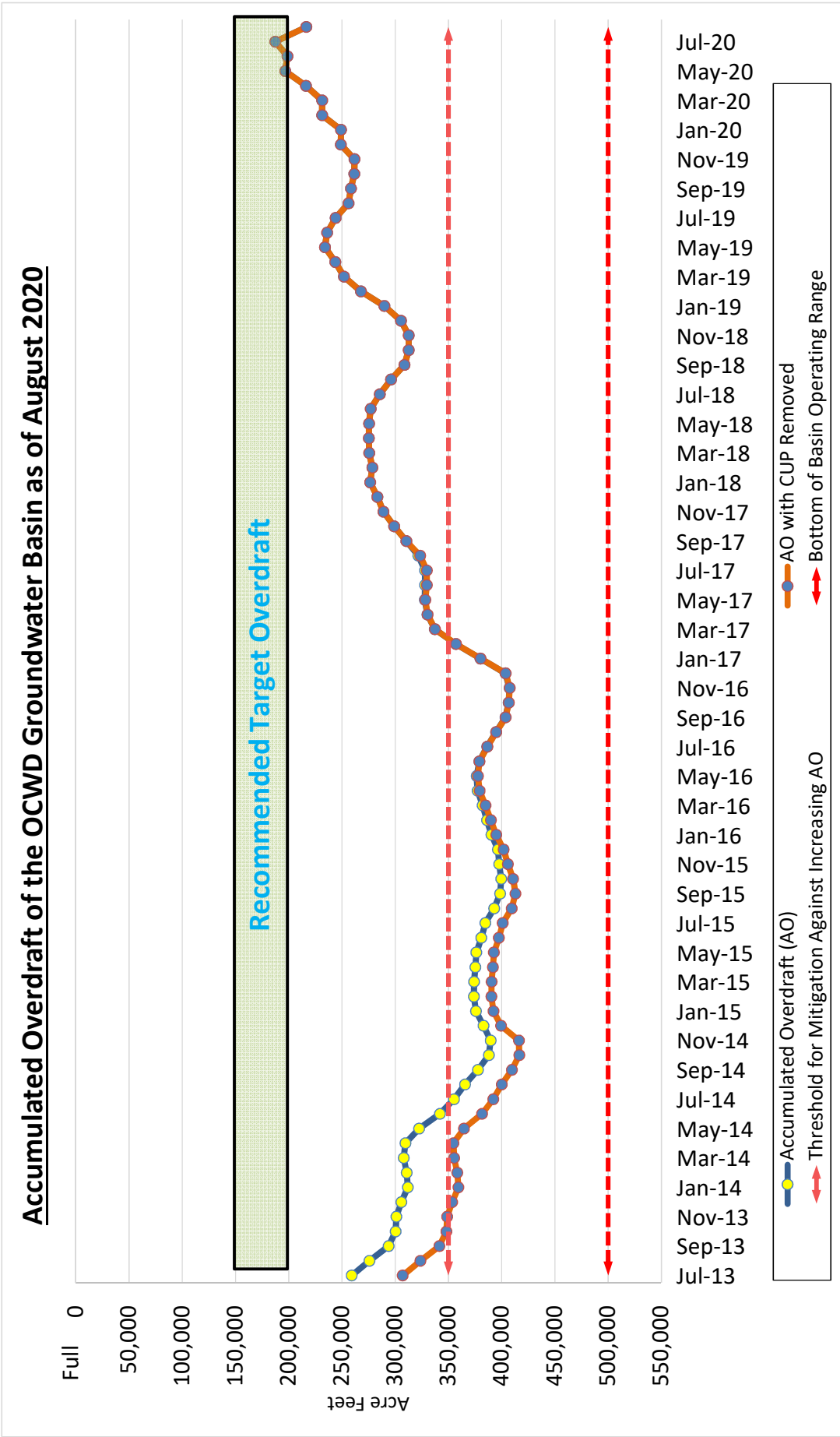
Fig. 2 OC Monthly Water Usage [1]: Comparison to Last 4 Fiscal Years



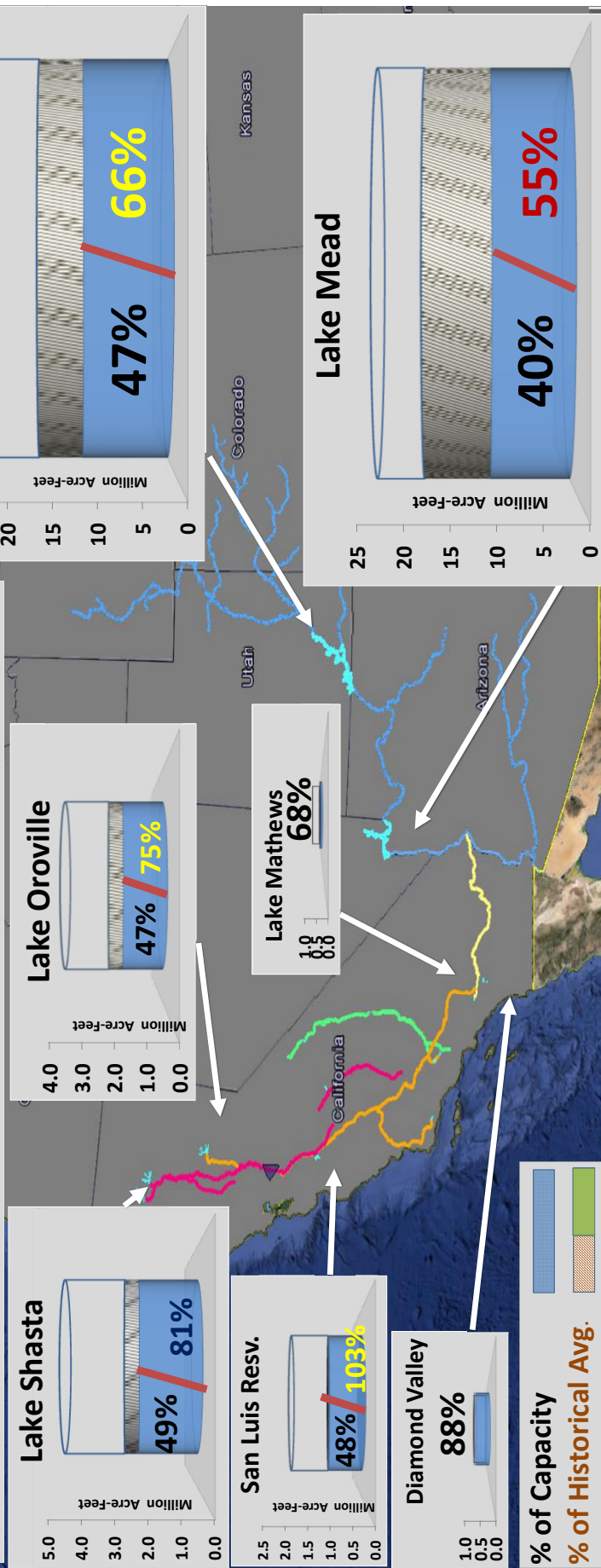
Partial Year Subtotals



[1] Sum of Imported water for consumptive use (includes "In-Lieu" deliveries; excludes "Direct Replenishment" and "Barrier Replenishment") and Local water for consumptive use (includes recycled and non-potable water and excludes GWRs production) Recent months numbers include some estimation.

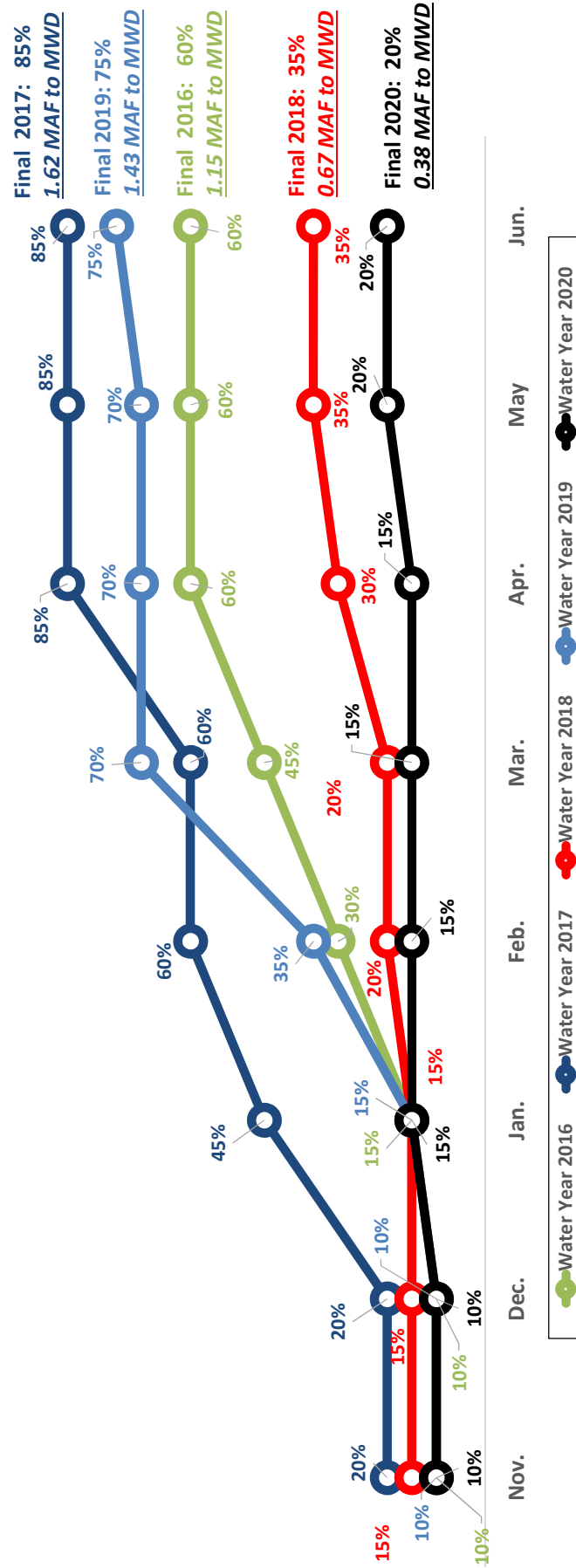


State Water Project, Colorado River, and MWD Reservoir Storage as of September 28, 2020

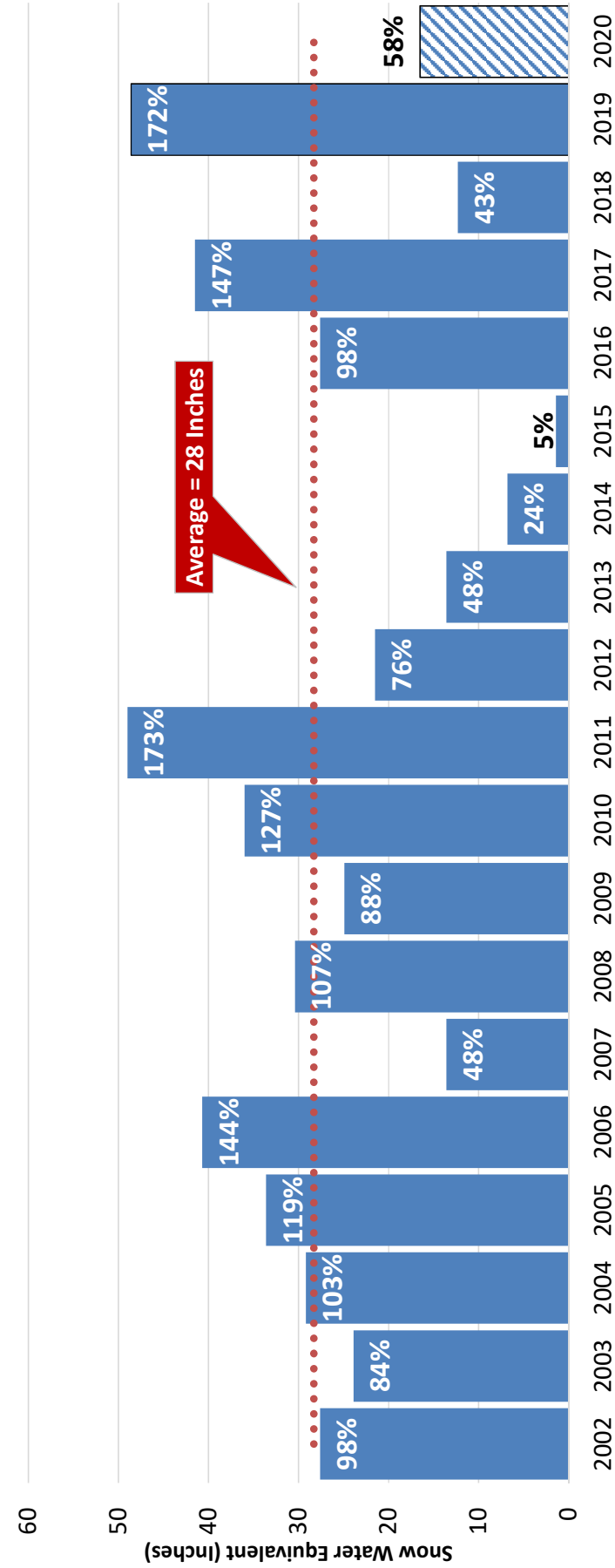


SWP TABLE A ALLOCATION

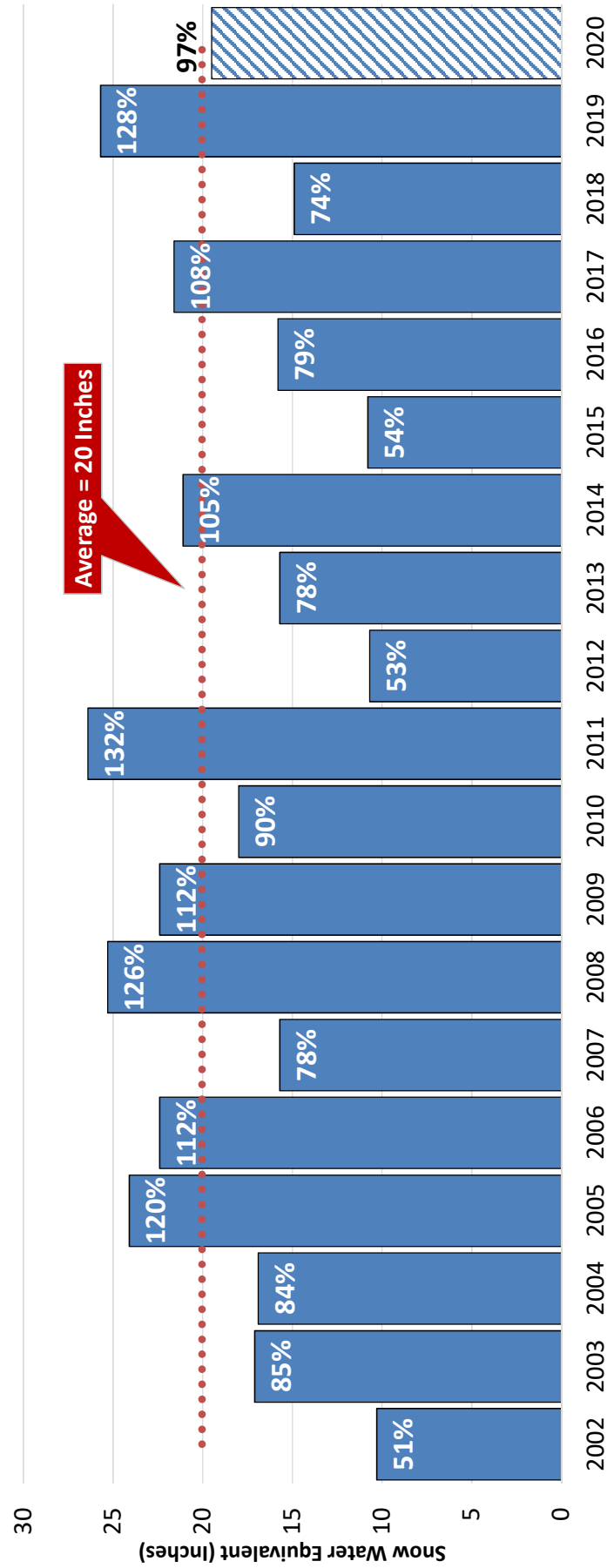
FOR STATE WATER PROJECT CONTRACTORS



Historical Northern California April 1st Peak Snow Water Equivalent



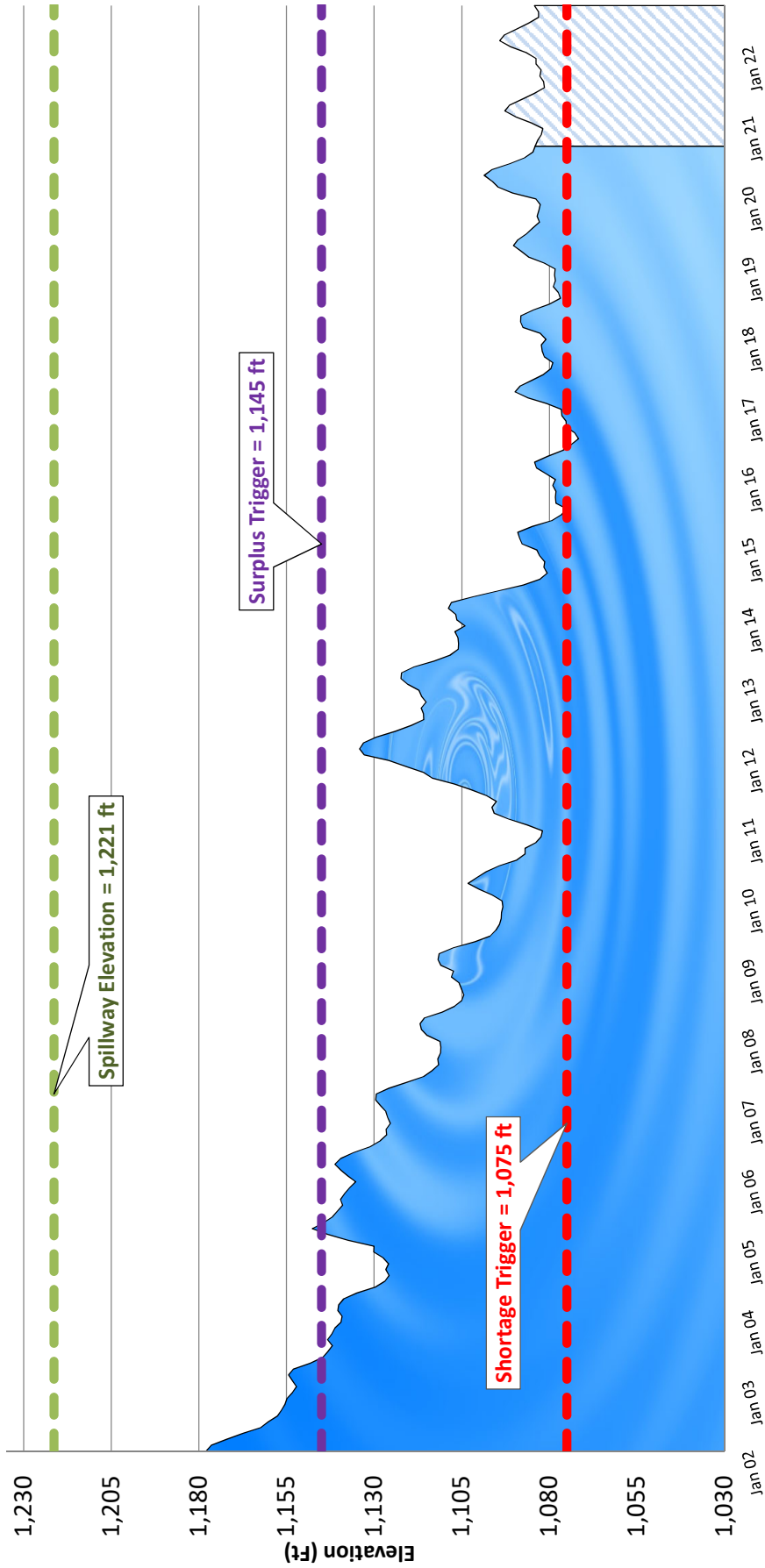
Historical Colorado Basin April 15th Peak Snow Water Equivalent





Lake Mead Levels: Historical and Projected projection per USBR 24-Month Study

■ Historical □ Projected





Lake Powell Levels: Historical and Projected projection per USBR 24-Month Study

■ Historical □ Projected

