

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

FINANCE COMMITTEE

COMMITTEE MEMBERS

Claude Hoover, Chair
Ken Ekelund

David Hart
John Huerta

TIME: 10:00 a.m.
DATE: Friday, October 9, 2015
PLACE: Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

A G E N D A

1. **Call to Order**
2. **Public Comment**
(Limited to three (3) minutes per speaker on matters within the jurisdiction of the Agency not listed on this agenda. The public will have the opportunity to ask questions and make statements on agenda items as the Committee considers them.)
3. **Consider approving the Minutes of the Finance Committee meeting on August 14, 2015.**
The Committee will consider approval of the minutes of the above-mentioned meeting (Page 3).
4. **Consider receiving the August 2015 Financials for the Castroville Seawater Intrusion Project/Salinas Valley Reclamation Project, and the Salinas River Diversion Facility.**
Mark Foxworthy, Associate Water Resources Engineer, will review the Financials for the CSIP/SVRP/SRDF (Page 7).
5. **Consider receiving the September 2015 Financials for all Agency Funds.**
Cathy Paladini, Finance Manager, will review the September 2015 Financials for all Agency Funds (Page 13).
6. **Consider receiving and accepting the Monterey County Water Resources Agency (MCWRA) 4th Quarter Financial Status report through June 30, 2015.**
Cathy Paladini, Finance Manager, will provide information regarding this item (Page 37).
7. **Consider receiving the report and recommending approval by the Monterey County Water Resources Agency Board of Supervisors the Issuance of a Request for Proposals for Financial Consulting Services for the Water Resources Agency.**
Cathy Paladini, Finance Manager, will provide information regarding this item (Page 41).

8. **Consider receiving the report and recommending approval of a Professional Services Agreement with JDH Corrosion Consultants, Inc., in the amount of \$36,235, to provide testing and evaluation services, training, and as-needed corrosion engineering consultation services for the Castroville Seawater Intrusion Project (CSIP) and Salinas River Diversion Facility (SRDF) through June 30, 2017; and, authorizing the General Manager to execute the Agreement.**

Manuel Saavedra, Water Resources Engineer, will provide information regarding this item (Page 61).

9. **Set next meeting date and discuss future agenda items.**

The Committee will discuss and determine details for its next meeting.

10. **Adjournment**

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS**

FINANCE COMMITTEE

COMMITTEE MEMBERS

Claude Hoover (Chair)
David Hart

Ken Ekelund
John Huerta

TIME: 10:00 a.m.
DATE: Friday, August 14, 2015
PLACE: Monterey County Water Resources Agency
893 Blanco Circle
Salinas, CA 93901

MINUTES

1. Call Meeting to Order @ 10:10 a.m. by Committee Chair, Claude Hoover
Members Present: Claude Hoover and David Hart
Members Absent: John Huerta, Ken Ekelund

A quorum was established.

2. Public Comment
None

3. Approve the Minutes of the Finance Committee Meeting held on April 10, 2015.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, approved the Minutes of the Finance Committee meeting held on April 10, 2015.

Motion carried unanimously by those members present.

4. Consider receiving the July 2015 Financials for the Castroville Seawater Intrusion Project/Salinas Valley Reclamation Project, and the Salinas River Diversion Facility. Cathy Paladini, Finance Manager, reviewed the Financials for the CSIP/SVRP/SRDF.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report.

Motion carried unanimously by those members present.

5. Consider receiving the July 2015 Financials for all Agency Funds. Cathy Paladini, Finance Manager, reviewed the July Financials for all Agency Funds.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report.

Motion carried unanimously by those members present.

6. Consider approving Purchase Orders/Contracts/Credit Card Purchases in excess of \$500. Cathy Paladini, Finance Manager, reviewed purchase orders/contracts/credit card purchases in excess of \$500.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, approved the Purchase Orders/Credit Card Purchases in excess of \$500.

Motion carried unanimously by those members present.

7. Consider approving and recommending that the Monterey County Water Resources Agency Board of Supervisors recognize the net previously received amount of \$644,209.05 from the California American Water Company (CAW) Line of Credit (Draws 1 and 2) all in accordance with the April 8, 2015 Third Amendment to the Settlement Agreement among the Monterey County Water Resources Agency, CAW, and the County of Monterey; And, authorizes the Auditor-Controller to Amend FY 2015-15 Adopted Budget reallocating revenue of \$644,290.05 in Fund 425 to Assessment-Based Funds: 112, 113, 116, 119, 121, 122, 127, 131 and 134 as reimbursement of Regional Desalination Project costs incurred from those in funds in Calendar Years 2009, 2010, 2011, excluding conflict of interest costs and expenses.
Cathy Paladini, Finance Manager, provided information regarding this item.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report and recommend that the Monterey County Water Resources Agency Board of Supervisors recognize the net previously received amount of \$644,209.05 from the California American Water Company (CAW) Line of Credit (Draws 1 and 2) all in accordance with the April 8, 2015 Third Amendment to the Settlement Agreement among the Monterey County Water Resources Agency, CAW, and the County of Monterey; And, authorizes the Auditor-Controller to Amend FY 2015-15 Adopted Budget reallocating revenue of \$644,290.05 in Fund 425 to Assessment-Based Funds: 112, 113, 116, 119, 121, 122, 127, 131 and 134 as reimbursement of Regional Desalination Project costs incurred from those in funds in Calendar Years 2009, 2010, 2011, excluding conflict of interest costs and expenses.

Motion carried unanimously by those members present.

8. Consider receiving the report and recommending that the Monterey County Water Resources Agency Board of Supervisors approve Budget Amendment No.2 authorizing the Auditor-Controller to amend the Monterey County Water Resources Agency FY 2015-16 Adopted Budget to increase appropriations in the amount of \$500,000 in Fund 303 - Rate

Stabilization to pay the initial installment identified in the Federal Cost Share Agreement (FCSA) executed by this Agency, U.S. Army Corps of Engineers (Corps), and Santa Cruz County Flood Control and Water Conservation District, to complete the General Reevaluation Report /Environmental Impact Statement (GRR) for the Pajaro River Flood Risk Reduction Project; and, request that said funds be transferred directly to the U.S. Army Corps of Engineers (Corps).

Cathy Paladini, Finance Manager, provided information regarding this item.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report and recommend that the Monterey County Water Resources Agency Board of Supervisors approve Budget Amendment No.2 authorizing the Auditor-Controller to amend the Monterey County Water Resources Agency FY 2015-16 Adopted Budget to increase appropriations in the amount of \$500,000 in Fund 303 - Rate Stabilization to pay the initial installment identified in the Federal Cost Share Agreement (FCSA) executed by this Agency, U.S. Army Corps of Engineers (Corps), and Santa Cruz County Flood Control and Water Conservation District, to complete the General Reevaluation Report /Environmental Impact Statement (GRR) for the Pajaro River Flood Risk Reduction Project; and, request that said funds be transferred directly to the U.S. Army Corps of Engineers (Corps).

Motion carried unanimously by those members present.

9. Consider receiving the report and recommending approval of a Professional Services Agreement with Salinas Pump Company in the amount of \$156,000 to provide well and pump maintenance and repair services, and well logging services for the Castroville Seawater Intrusion Project (CSIP) through June 30, 2018, and authorize the General Manager to execute the Agreement.

Manuel Saavedra, Water Resources Engineer, provided information regarding this item.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report and recommend approval of a Professional Services Agreement with Salinas Pump Company in the amount of \$156,000 to provide well and pump maintenance and repair services, and well logging services for the Castroville Seawater Intrusion Project (CSIP) through June 30, 2018, and authorize the General Manager to execute the Agreement.

Motion carried unanimously by those members present.

10. Consider recommending that the Monterey County Water Resources Agency Board of Directors approve a three-year professional services agreement with OneRain, Inc., not to exceed \$19,440 (\$6,480 annually) for licensing of base station software; collection and storage of flood warning data to an online database; providing technical support and analysis of data to authorized users via a web-enabled device in support of the Agency's Automated Local Evaluation in Real Time (ALERT) flood warning system; and, authorizing the General Manager to execute the agreement.

German Criollo, Associate Water Resources Hydrologist, provided information regarding this item.

Committee Action:

On Motion and Second by Directors David Hart and Claude Hoover, received the report and recommend that the Monterey County Water Resources Agency Board of Directors approve a three-year professional services agreement with OneRain, Inc., not to exceed \$19,440 (\$6,480 annually) for licensing of base station software; collection and storage of flood warning data to an online database; providing technical support and analysis of data to authorized users via a web-enabled device in support of the Agency's Automated Local Evaluation in Real Time (ALERT) flood warning system; and, authorize the General Manager to execute the agreement.

Motion carried unanimously by those members present.

- 10. Set next meeting date and discuss future agenda items.**
The next meeting will be held on October 9, 2015 at 10:00 a.m.

- 11. ADJOURNMENT**
The Committee adjourned at 11:00 a.m.

Submitted by: Alice Henault
Approved on:

**FY 2015-2016
SUMMARY OF CSIP, SVRP AND SRDF
OPERATIONS AND MAINTENANCE
EXPENDITURE REPORTS**

**FROM JULY 1, 2015 THROUGH AUGUST 31, 2015
2 MONTHS = 17% OF THE BUDGET CYCLE**

	<u>TOTAL EXPENDITURES AND COMMITMENTS</u>	<u>FY 15-16 Budget</u>	<u>% USED</u>
CSIP			
MCWRA	291,637	1,137,865	26%
MRWPCA	232,018	1,501,203	15%
Total	523,656	2,639,068	20%
SVRP			
MCWRA	-	255	0%
MRWPCA	154,254	2,466,133	6%
Total	154,254	2,466,388	6%
SRDF			
MCWRA	64,624	636,616	10%
MRWPCA	2,963	75,808	4%
Total	67,586	712,424	9%

			<u>Budget</u>	<u>% Used</u>
CSIP Supplemental Well Water Produced this FY	2,456	acre-feet	6,058	41%
SVRP Recycled Water Produced this Fiscal Year	3,627	acre-feet	16,692	22%
SRDF River Water Produced this Fiscal Year	0	acre-feet	0	0%
Total Water Production	6,083	acre-feet	22,750	27%

FUND 131

**Castroville Seawater Intrusion Project (CSIP) O&M Expenditure Report
FY 2015-2016**

FROM JULY 1, 2015 THROUGH AUGUST 31, 2015
PRELIMINARY (pending MRWPCA FY 2014-15 audit)

Description	August, 2015	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2014 - 2015(a)	Approved	FY 2015-2016
	Current Period	Expenditures	Encumbered	Expenditures	Expenditures & Commitments thru August, 2014	FY 2014-2015	Percent of Budget Used
A	B	C	D	E	F	G	H
MCWRA O&M							
1 Communication Charges - External	0	0	0	0	0	0	0%
2.1 Earthquake Insurance	0	0	0	0	0	40,139	0%
2.2 Project Insurance	0	211,250	0	211,250	0	212,023	100%
3 Insurance reimbursement from MRWPCA	0	0	0	0	0	(75,000)	0%
4.1 Maintenance Svc. & Suppl. External	23	139	872	1,012	1,000	3,121	32%
4.2 Maintenance Svc. & Suppl. Internal	0	0	0	0	0	0	n/a
5 Equipment Maintenance	644	644	0	644	0	520	124%
6 Memberships/Publications	228	228	0	228	215	270	85%
7 Non-Capital Equipment	0	0	0	0	0	1,561	0%
8 Miscellaneous Services	0	0	0	0	0	0	n/a
9 Miscellaneous Supplies	0	0	0	0	0	0	n/a
10 Books/Periodicals and Other Subscriptions	0	0	0	0	0	0	n/a
11 Courier Service (external)	0	0	0	0	0	0	n/a
12 Lab Services	0	0	0	0	0	0	n/a
13 Outside Legal Counsel	0	0	0	0	0	0	n/a
14 County Counsel	0	0	0	0	0	1,082	0%
15 Consultants/Contractors	0	0	0	0	56,250	150,000	0%
16 MRWPCA-Prior year O&M adjustment	0	0	0	0	0	0	n/a
17 Publications and legal Notices	0	0	0	0	0	255	n/a
18 Equipment Rental	0	0	0	0	0	0	n/a
19 MCWRA Labor Charges	78,504	78,504	0	78,504	71,669	803,894	10%
20 Equipment	0	0	0	0	0	0	n/a
20 Infrastructure	0	0	0	0	0	0	n/a
21 TOTAL O&M CSIP (MCWRA)	79,398	290,765	872	291,637	129,134	1,137,865	26%
MRWPCA O&M							
22 MRWPCA Salaries/Benefits	30,500	59,868	0	59,868	70,308	559,112	11%
23 Office Expense	45	294	0	294	218	2,125	14%
24 Outside Professional Services	974	974	826	1,800	900	25,000	7%
25 Operating Supplies	1,027	2,933	116	3,049	4,207	12,550	24%
26 Contract Services - Lab Services, Equip Rent	626	981	18,840	19,821	10,775	39,300	50%
27 Chemicals	0	0	0	0	0	0	n/a
28 Utilities	118,178	142,709	0	142,709	164,362	684,588	21%
29 PM/Repairs	0	0	4,479	4,479	816	64,150	7%
30 Contingency	0	0	0	0	0	0	n/a
31 Equipment Replacement Fund	0	0	0	0	0	0	n/a
32 Vehicle Costs	0	0	0	0	0	2,000	0%
33 Indirect	0	0	0	0	0	112,378	0%
34 TOTAL O&M CSIP (MRWPCA)	151,351	207,758	24,261	232,018	251,586	1,501,203	15%
35 CSIP PCA Capital Outlay (from Reserves)	0	0	0	0	0	160,000	0.0%
36 TOTAL CSIP O&M	230,749	498,523	25,133	523,656	380,720	2,799,068	19%

(a) Prior year has been added to provide a comparative reference

FUND 132

Salinas Valley Reclamation Project (SVRP) O&M Expenditure Report FY 2015-2016

FROM JULY 1, 2015 THROUGH AUGUST 31, 2015
PRELIMINARY (pending MRWPCA FY 2014-15 audit)

Description	August, 2015	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2014 - 2015(a)	Approved	FY 2015-2016
	Current Period	Expenditures	Encumbered	Expenditures	Expenditures & Commitments thru August, 2014	FY 2014-2015	Percent of
	Expenditures			& Commitments		Budgeted Amount	Budget Used
A	B	C	D	E	F	G	H
MCWRA O&M							
1 Equipment Maintenance	0	0	0	0	0	0	n/a
2 Publications & Legal Notices	0	0	0	0	0	255	0%
3 TOTAL O&M SVRP (MCWRA)	0	0	0	0	0	255	0%
MRWPCA O&M							
4 MRWPCA Salaries/Benefits	4,687	9,487	0	9,487	87,427	619,264	2%
5 Office Expense	45	45	0	45	133	3,000	1%
6 Contractors	0	13,420	516	13,936	16,967	27,000	52%
7 Operating Supplies	1,218	5,442	232	5,675	6,362	24,000	24%
8 Contract Services - Rodent Control, Equip Rent	334	362	0	362	2,623	27,000	1%
9 Chemicals	44,513	88,798	0	88,798	65,653	506,146	18%
10 Utilities	21,921	27,941	0	27,941	41,944	552,078	5%
11 PM/Repairs	3,844	4,899	3,111	8,011	99,532	267,500	3%
12 Contingency	0	0	0	0	0	0	n/a
13 Equipment Replacement Funds	0	0	0	0	0	0	n/a
14 Indirect Costs	0	0	0	0	0	168,145	0%
15 TOTAL O&M SVRP (MRWPCA)	76,562	150,395	3,859	154,254	320,642	2,194,133	7%
16 SVRP Capital Outlay (Transferred from reserves)	2,052	10,760	0	10,760	0	272,000	n/a
17 TOTAL SVRP O&M	78,614	161,155	3,859	165,014	320,642	2,466,388	7%

(a) Prior year has been added to provide a comparative reference

FUND 134
Salinas River Diversion Facility (SRDF) O&M Expenditure Report
FY 2015-2016

FROM JULY 1, 2015 THROUGH AUGUST 31, 2015
 PRELIMINARY (pending MRWPCA FY 2014-15 audit)

Preliminary Description	August, 2015	Year-to-Date	Year-to-Date	Total Year-to-Date	FY 2014 - 2015(a)	Approved	FY 2015-2016
	Current Period Expenditures	Expenditures	Encumbered	Expenditures & Commitments	Expenditures & Commitments thru August, 2014	FY 2014-2015 Budgeted Amount	Percent of Budget Used
A	B	C		C	D	E	F
MCWRA O&M							
1 Communication Charges - External	0	0	0	0	0	0	n/a
2.1 Earthquake Insurance	0	0	0	0	0	0	n/a
2.2 Project Insurance	0	0	0	0	0	0	n/a
3 Maintenance Svc. & Suppl. External	0	0	1,000	1,000	1,000	15,300	7%
4 Maintenance Svc. & Suppl. Internal	0	0	0	0	0	2,040	0%
5 Equipment Maintenance	0	0	0	0	0	6,120	0%
6 Non-Capital Equipment	0	0	0	0	0	3,570	0%
7 Miscellaneous Services	0	0	0	0	0	0	n/a
8.1 Miscellaneous Supplies	0	0	0	0	0	2,080	0%
8.2 Books & Periodicals	0	0	0	0	0	0	n/a
9 Minor Equip. & Furnishings	0	0	0	0	0	0	n/a
10 Postage and Shipping	0	0	0	0	0	0	n/a
11 Outside Legal Counsel	0	0	0	0	0	20,400	0%
12 County Counsel	0	0	0	0	0	3,060	0%
13 Contractors/Consultants	0	0	0	0	0	0	n/a
14 Equipment Rental	0	0	0	0	0	0	n/a
15 MCWRA Labor Charges	18,815	34,660	0	34,660	63,485	582,531	6%
16 Water Rights & Dam Fees	0	0	0	0	0	1,515	0%
15b Claims, Judgements & Damages	28,963	28,963		28,963	0	0	n/a
17 Equipment	0	0	0	0	0	0	n/a
18 Infrastructure	0	0	0	0	0	0	n/a
19 TOTAL O&M SRDF (MCWRA)	47,778	63,624	1,000	64,624	64,485	636,616	10%
MRWPCA O&M							
20 MRWPCA Salaries/Benefits	798	1,558	0	1,558	5,185	26,412	6%
21 Office Expense	0	0	0	0	0	590	0%
22 Contractors/Consultants	0	0	0	0	0	12,500	0%
23 Operating Supplies	6	6	0	6	0	3,250	0%
24 Contract Services - Lab Services, Equip Rent	16	42	0	42	6,673	6,000	1%
25 Chemicals (chlorine)	0	0	0	0	0	0	n/a
26 Utilities	747	1,357	0	1,357	1,034	6,000	23%
27 PM/Repairs	0	0	0	0	0	13,500	0%
28 Equipment Replacement	0	0	0	0	0	0	n/a
29 Sludge Disposal Costs	0	0	0	0	0	0	n/a
30 Vehicle Mileage Charges	0	0	0	0	0	1,500	0%
31 Contingency	0	0	0	0	0	0	n/a
32 Indirect Costs	0	0	0	0	0	6,056	0%
33 TOTAL O&M SRDF (MRWPCA)	1,567	2,963	0	2,963	12,891	75,808	4%
34 TOTAL SRDF O&M	49,345	66,586	1,000	67,586	77,376	712,424	9%

(a) Prior year has been added to provide a comparative reference

Utility Cost Summary

FROM JULY 1, 2015 THROUGH AUGUST 31, 2015
2 MONTHS = 17% OF THE BUDGET CYCLE

FY 2015-2016 - Utility Budgets

	Fiscal Year Budget Amount	Water Budget (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)
CSIP	\$ 684,588	6,058	\$ 113.01
SVRP	\$ 552,078	16,692	\$ 33.07
SRDF	\$ 6,000	0	#DIV/0!
		22,750	

FY 2015-2016 - Actual Utility Expenditures

	Utility Expenditures Thru August, 2015	Delivered Water (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)	Percent Budget Expended
CSIP	\$ 142,709	2,456	\$ 58.11	21%
SVRP	\$ 27,941	3,627	\$ 7.70	5%
SRDF	\$ 1,357	0	\$ -	23%
		6,083		

Comparison with Prior Fiscal Year (2014-2015)

	Utility Expenditures Thru August, 2014	Delivered Water (Acre-Feet)	Calculated Unit Cost (\$ / Ac-Ft)
CSIP	\$ 164,362	2,328	\$ 70.60
SVRP	\$ 41,944	4,106	\$ 10.22
SRDF	\$ 1,034	0	\$ -
		6,434	

Monterey County Water Resources Agency
FY 15-16 Consultants
August, 2015

	Fund	Zone	FY 14-15 Expenditures	FY 15-16 Budget	FY 15-16 YTD Expenditures/Obligations	Document Number
RJA	111	Administration	7,000.00	7,650.00	7,000.00	SC*4635
Legal	111	Administration	59,579.36	255,000.00	200,000.00	DO*9716
Viasyn	111	Administration	8,397.89			
Management Partners	111	Administration	7,500.00			
JAMS Arbitration	111	Administration	1,660.24			
KCs reporting	111	Administration	5,096.25			
Fund 111 Total			89,233.74	262,650.00	207,000.00	-
Bill Phillips	112	Zone 1 & 1A	6,260.48			
Fund 112 Total			6,260.48	-	-	-
One Rain	113	Countywide	6,480.00	10,200.00		
Specialized Helicopters	113	Countywide	1,410.00			
Fund 113 Total			7,890.00	10,200.00	-	-
FishBio	115	Zone 2A	-	20,400.00		
Fund 115 Total			-	20,400.00	-	-
USGS	116-O&M	Zone 2C O&M	173,525.00	118,500.00	58,075.00	SC*4687
AECOM	116-O&M	Zone 2C O&M	31,059.72	38,000.00	49,450.00	
Hagar	116-O&M	Zone 2C O&M	16,974.64	19,000.00		
Yoshimaru	116-O&M	Zone 2C O&M		10,000.00		
Greenline	116-O&M	Zone 2C O&M		2,000.00	15,940.00	DO*9730
Dam Safety Report	116-O&M	Zone 2C O&M	8,814.28	20,000.00		
Low Level Outlet	116-O&M	Zone 2C O&M		100,000.00		
URS	116-O&M	Zone 2C O&M	29,799.42			
EPC	116-O&M	Zone 2C O&M	579,620.56			
LUX Environmental	116-O&M	Zone 2C O&M			4,868.00	
Fund 116 O&M Total			839,793.62	307,500.00	128,333.00	-
Assessments Consultant	116-ADMIN	Zone 2C Admin		75,000.00		
Legal	116-ADMIN	Zone 2C Admin	12,540.89	150,000.00	67,540.89	DO*9716
Fund 116 Admin Total			12,540.89	225,000.00	67,540.89	-
Legal	122	Zone 9		8,000.00		
Carr Lake	122	Zone 9	50,235.94	10,000.00		

Monterey County Water Resources Agency
FY 15-16 Consultants
August, 2015

	Fund	Zone	FY 14-15 Expenditures	FY 15-16 Budget	FY 15-16 YTD Expenditures/Obligations	Document Number
Fund 122 Total			50,235.94	18,000.00	-	-
USGS	125	Zone 14		1,530.00		
Fund 125 Total			-	1,530.00	-	-
Viasyn	130	Naci Hydro Plant	8,296.55	21,000.00	24,253.01	DO*9507
BBMS	130	Naci Hydro Plant	3,002.75			
PowerPros	130	Naci Hydro Plant	567.00			
Fund 130 Total			11,866.30	21,000.00	24,253.01	-
MRWPCA	131	Zone 2Y	1,311,674.00	1,661,203.00	910,601.50	
Salinas Pump	131	Zone 2Y	177,887.76	150,000.00		
Fund 131 Total			1,489,561.76	1,811,203.00	910,601.50	-
MRWPCA	132	Zone 2Z	1,902,779.00	2,466,133.00	1,233,066.50	
Fund 132 Total			1,902,779.00	2,466,133.00	1,233,066.50	-
MRWPCA	134	SRDF	599,338.00	75,808.00	37,904.00	
Willoughby - Legal	134	SRDF	399,640.00	20,400.00		
Coastal Conservation Res.	134	SRDF	4,300.00			
Fund 134 Total			1,003,278.00	96,208.00	37,904.00	-
Agency Total			\$ 5,413,439.73	\$ 5,239,824.00	\$ 2,608,698.90	

Document Legend:

SC (Service Contract) = award document within the system that procures professional services through an agreement that can extend more than one fiscal year.
DO (Delivery Order) = award document within the system for procuring professional services against a Master Agreement.

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MONTEREY COUNTY WATER RESOURCES AGENCY
FY 2015-2016 Budget
Expenditure Report by Fund
Through August, 2015
17%

LN #	Program Name	Zone	Fund	Prog	Approved Budget	Current Year Estimate	Current Month Expenditures	Current Year PO Balances	Current Year YTD Expenditures	Total Obligations	Prior Year YTD Expenditures	Current Year vs. Prior Year Expenditures	LN #
Countywide													
1	County Wide Hydrology & Water Quality Program	CW	113	9010	0	0	3,843	0	7,861	7,861	9,970	(2,109)	1
2	Flood Plain Management & Land Use Planning	CW	113	9030	237,273	237,273	9,437	0	29,890	29,890	43,356	(13,466)	2
3	ALERT Syst Operation & Maint/Flood Monitoring	CW	113	9035	41,407	41,407	7,339	0	9,383	9,383	3,945	5,438	3
4	County Wide Water Resources Review-Reimburse	CW	113	9041	332,309	332,309	22,050	0	40,564	40,564	51,319	(10,755)	4
6	Special Projects	CW	113	9050	0	0	0	0	0	0	0	0	6
7	Special Projects - County General Plan	CW	113	9051	0	0	0	0	0	0	0	0	7
8	Water Rights	CW	113	9053	0	0	0	0	0	0	0	0	8
9	Total				610,989	610,989	42,669	0	87,698	87,698	108,590	(20,892)	9
Pajaro Levee													
10	Pajaro River Levee	1	112	9100	406,829	406,829	31,367	1,500	65,902	67,402	90,040	(24,138)	10
11	Environmental Compliance	1	112	9100	0	0	0	0	0	0	0	0	11
12	Prop 218	1	112	9100	0	0	0	0	0	0	0	0	12
13	Total				406,829	406,829	31,367	1,500	65,902	67,402	90,040	(24,138)	13
Zone 2 Nacimiento Non - O&M													
14	Nacimiento Taxes & Reimbursement	2	114	9211	54,193	54,193	0	0	0	0	0	0	14
15	Hydrology & Water Quality Program	2	114	9245	324,164	324,164	28,586	0	61,519	61,519	74,257	(12,738)	15
16	Lake Nacimiento Dock Registration	2	114	9260	12,576	12,576	0	0	0	0	0	0	16
17	Transfer to to other funds	2	114	9265	0	0	0	0	0	0	0	0	17
18	Special Projects	2	114	9270	0	0	0	0	0	0	0	0	18
19	Special Projects - Urban Water Solutions	2	114	9271	32,724	32,724	0	0	0	0	0	0	19
20	Environmental Compliance	2	114	9272	0	0	0	0	0	0	0	0	20
21	Total				423,657	423,657	28,586	0	61,519	61,519	74,257	(12,738)	21
Zone 2A San Antonio Non - O &M													
22	Hydrology & Water Quality Program	2A	115	9530	355,010	355,010	27,787	0	54,288	54,288	106,783	(52,495)	22
23	Well Permits/Well Logs	2A	115	9540	32,300	32,300	10,418	0	16,743	16,743	25,396	(8,652)	23
24	Salinas Valley Water Quality/Nitrate TAC	2A	115	9559	71,154	71,154	0	0	0	0	2,210	(2,210)	24
25	Environmental Compliance	2A	115	9561	29,440	29,440	0	0	0	0	0	0	25
26	Transfer to to other funds	2A	115	9596	0	0	0	0	0	0	0	0	26
27	Special Projects - Fish Monitoring consultant	2A	115	9597	34,054	34,054	12,628	0	22,472	22,472	(69,711)	92,182	27
28	Special Projects	2A	115	9597	0	0	0	0	0	0	0	0	28
29	Special Projects	2A	115	9599	0	0	0	0	0	0	0	0	29
30	Total				521,958	521,958	50,833	0	93,503	93,503	64,678	28,825	30

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MONTEREY COUNTY WATER RESOURCES AGENCY
FY 2015-2016 Budget
Expenditure Report by Fund
Through August, 2015
17%

LN #	Program Name	Zone	Fund	Prog	Approved Budget	Current Year Estimate	Current Month Expenditures	Current Year PO Balances	Current Year YTD Expenditures	Total Obligations	Prior Year YTD Expenditures	Current Year vs. Prior Year Expenditures	LN #
Zone 2C Operations													
31	Nacimiento Dam Operation & Maintenance	2C	116	9910	856,790	856,790	1	44,656	27,927	72,583	101,791	(73,864)	31
32	Nacimiento Administration	2C	116	9915	19,197	19,197	6,157	0	6,157	6,157	0	6,157	32
33	San Antonio Dam Operation & Maintenance	2C	116	9920	364,336	364,336	64,759	70,045	82,853	152,898	102,433	(19,581)	33
34	San Antonio Administration	2C	116	9925	19,197	19,197	4,712	0	4,712	4,712	0	4,712	34
35	Salinas River Channel	2C	116	9935	192,692	192,692	49,681	3,840	90,925	94,764	62,438	28,487	35
36	Salinas River Mouth	2C	116	9940	86,636	86,636	5,647	0	7,827	7,827	3,927	3,900	36
37	Reservoir Oper Hydrology & Water Quality Prog.	2C	116	9945	1,308,356	1,308,356	45,758	29,038	78,614	107,651	109,076	(30,462)	37
38	ALERT Transfer Out	2C	116	9950	226,895	226,895	0	0	0	0	0	0	38
39	Transfer to to other funds	2C	116		0	0	0	0	0	0	0	0	39
40	Ground Water Extraction/Data Collection	2C	116	9955	106,501	106,501	12,727	0	26,923	26,923	23,600	3,322	40
41	Total				3,180,600	3,180,600	189,441	147,578	325,936	473,514	403,265	(77,329)	41
Zone 2C Administration													
42	Zone 2C Administration Assessment Roll	2C	116	9970	8,684	8,684	4,263	0	4,263	4,263	56,003	(51,739)	42
43	Zone 2C Administration Other	2C	116	9975	337,523	337,523	0	55,000	0	55,000	0	0	43
44	Total				346,207	346,207	4,263	55,000	4,263	59,263	56,003	(51,739)	44
45	SVWP Bond Revenue Fund	2C	133	9987	2,142,694	2,142,694	1,412,834	0	1,412,834	1,412,834	1,344,631	68,203	
	Total												
46	Salinas River Diversion Facility O&M	3	134	9988	333,117	333,117	(57,299)	1,000	(7,865)	(6,865)	147,137	(155,003)	46
47	Fish Monitoring	3	134	9989	363,536	363,536	5,437	0	9,753	9,753	48,130	(38,376)	47
48	Flow Monitoring	3	134	9990	0	0	0	0	0	0	0	0	48
49	Water Quality Monitoring	3	134	9991	0	0	0	0	0	0	0	0	49
50	Invasive Species	3	134	9992	0	0	0	0	0	0	0	0	50
51	Environmental Compliance	3	134	9993	15,771	15,771	0	0	0	0	0	0	51
52	Total				712,424	712,424	(51,862)	1,000	1,888	2,888	195,267	(193,379)	52
53	Lower Salinas River Channel	3	117	9620	34,087	34,087	0	0	0	0	3,150	(3,150)	53
54	Merritt Lake	5	118	9630	40,220	40,220	5,239	0	6,396	6,396	7,971	(1,576)	54
55	CSIP Transfer & Water Conservation Update	6	119	9660	767,328	767,328	2,277	0	3,442	3,442	4,411	(969)	55
56	CSIP Operation & Maintenance	2Y	131	9643	2,799,068	2,799,068	42,373	872	1,201,366	1,202,239	733,751	467,615	56

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MONTEREY COUNTY WATER RESOURCES AGENCY
FY 2015-2016 Budget
Expenditure Report by Fund
Through August, 2015
17%

LN #	Program Name	Zone	Fund	Prog	Approved Budget	Current Year Estimate	Current Month Expenditures	Current Year PO Balances	Current Year YTD Expenditures	Total Obligations	Prior Year YTD Expenditures	Current Year vs. Prior Year Expenditures	LN #
57	SVRP Operation & Maintenance	2Z	132	9644	4,285,263	4,285,263	0	0	1,233,067	1,233,067	951,389	281,678	57
58	CSIP/SVRP Debt Service	2B	303	9666	1,859,657	1,859,657	0	0	0	0	0	0	58
59	North Monterey County	7	120	9690	3,705	3,705	0	0	0	0	0	0	59
60	Soledad Storm Drain - Bryant Canyon Project	8	121	9700	71,277	71,277	7,561	0	23,425	23,425	15,449	7,976	60
61	Prop 218 (With City of Soledad)	8	121	9700	0	0	0	0	0	0	0	0	61
62	Total				71,277	71,277	7,561	0	23,425	23,425	15,449	7,976	62
63	Reclamation Ditch Operation & Maintenance	9	122	9720	1,205,998	1,205,998	79,012	33,856	160,269	194,124	142,380	17,889	63
64	Environmental Compliance / EIR	9	122	9723	142,784	142,784	0	0	0	0	0	0	64
65	Prop 218	9	122	9724	0	0	0	0	0	0	0	0	65
66	Easements/Acquisition	9	122	9725	0	0	0	0	0	0	0	0	66
67	Total				1,348,782	1,348,782	79,012	33,856	160,269	194,124	142,380	17,889	67
68	Monterey Peninsula (Carmel Valley)	11	123	9750	28,375	28,375	0	0	0	0	0	0	68
69	San Lorenzo Creek	12	124	9760	34,079	34,079	133	0	535	535	2,433	(1,898)	69
70	Arroyo Seco Area	14	125	9765	1,560	1,560	0	0	0	0	0	0	70
71	Carnation Subdivision (Alisal-Spence Roads)	15	126	9770	5,506	5,506	0	0	0	0	16,053	(16,053)	71
72	Moro Cojo Slough (Castroville/Moss Landing)	17	127	9780	381,059	381,059	5,120	0	5,811	5,811	2,346	3,465	72
73	Storm Drain Maint. District # 2 (Blanco Drain)	S2	128	9860	20,240	20,240	21	0	21	21	302	(281)	73
74	Gonzales Slough Maintenance District	GS	129	9870	4,308	4,308	0	0	0	0	2,173	(2,173)	74
75	Nacimiento Hydroelectric Plant	HY	130	9890	286,343	286,343	5,754	29,814	9,012	38,827	6,801	2,211	75

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MONTEREY COUNTY WATER RESOURCES AGENCY
 FISCAL YEAR 2015-2016
 FUND 111 ADMINISTRATION - MONTHLY BUDGET REVIEW
 THROUGH AUGUST, 2015

17%

	Account	Current Year Approved Budget	Current Year Adopted Budget	Current Month Expenditures	Current Year PO Balances	Current Year YTD Expenditures	Total YTD Obligations	Prior year YTD Expenditures	Current Year vs. Prior year Expenditures	
Salaries and Benefits										
1	Regular Employees 6111	4,120,050	4,120,050	256,247	0	469,715	469,715	525,421	(55,706)	1
2	County Temporary Employees 6112	0	0	3,000	0	3,000	3,000	2,418	582	2
3	Emergency Overtime 6113	10,200	10,200	493	0	574	574	382	191	3
4	Pers 6121	390,796	390,796	20,006	0	37,380	37,380	60,985	(23,605)	4
5	Other Post Retirement Benefits 6122	30,562	30,562	0	0	0	0	0	0	5
6	Social Security - FICA 6131	131,351	131,351	6,339	0	11,889	11,889	13,687	(1,798)	6
7	Social Security - Medicare 6132	59,537	59,537	3,699	0	6,916	6,916	7,417	(502)	7
8	Life Insurance 6142	4,272	4,272	262	0	262	262	288	(25)	8
9	Long Term/Short Term Disability Insurance 6143/44	6,912	6,912	313	0	530	530	564	(34)	9
10	Unemployment Insurance 6148	6,758	6,758	0	0	0	0	0	0	10
11	Workers Compensation Insurance 6161	60,284	60,284	5,024	0	10,047	10,047	10,478	(431)	11
12	Employee Assistance Program 6171	1,104	1,104	54	0	95	95	116	(20)	12
13	Special Benefits 6174	175,509	175,509	1,729	0	2,964	2,964	1,932	1,033	13
14	Wellness Plan 6175	3,396	3,396	0	0	0	0	81	(81)	14
	6141/45/47 & 6173									
15	Flex Benefit:(Medical, Dental, Vision) 6173	710,226	710,226	50,100	0	85,812	85,812	96,152	(10,340)	15
16	Salaries and Benefits TOTAL	5,710,957	5,710,957	347,265	0	629,185	629,185	719,921	(90,736)	16
Services and Supplies										
17	Uniforms & Safety Equipment 6222	1,040	1,040	0	0	0	0	-	0	17
18	Communication Charges - External 6231	7,283	7,283	350	0	621	621	366	255	18
19	Communication Charges - Internal 6232	36,516	36,516	1,956	0	1,956	1,956	-	1,956	19
20	Food Refreshments 6241	3,396	3,396	428	450	428	878	169	259	20
21	Janitorial Supplies & Services 6251	16,151	16,151	2,464	13,628	2,464	16,092	228	2,236	21
22	Laundry Supplies and Service 6252	3,183	3,183	154	921	154	1,075	61	93	22
23	General Liability Insurance 6261/62	560,824	560,824	47,339	0	93,471	93,471	76,374	17,097	23
24	Property Insurance 6266	4,052	4,052	0	0	0	0	-	0	24
25	Insurance Unit Allocation 6268	3,117	3,117	0	0	0	0	-	0	25
26	Benefits Indirect Costs Allocation 6268	1,757	1,757	0	0	0	0	-	0	26
27	Bldg & Improvements Maint - External 6311	24,970	24,970	630	3,903	630	4,534	440	191	27
28	Bldg & Improvements Maint - Internal 6312	0	0	0	0	0	0	-	0	25a
29	Equipment Maintenance 6321	30,775	30,775	427	13,212	427	13,639	1,102	(674)	29
30	Membership Fees 6351	6,446	6,446	100	0	100	100	-	100	30
31	Non-Capital Equipment 6361	9,364	9,364	0	0	0	0	-	0	31
32	Advertising 6381	1,040	1,040	0	0	0	0	-	0	32
33	Miscellaneous Services 6383	520	520	0	0	0	0	-	0	33
34	Miscellaneous Supplies 6384	520	520	0	0	0	0	-	0	34
35	Books and Periodicals 6401	2,497	2,497	302	0	302	302	-	302	35
36	Bottled Water 6402	1,405	1,405	60	1,198	127	1,325	70	57	36
37	Courier Service & Mail - External 6404	3,121	3,121	188	4,812	188	5,000	59	129	37
38	Courier Service & Mail - Internal 6405/06	8,393	8,393	0	0	0	0	-	0	38
39	Minor Computer Hardware 6407	10,200	10,200	0	0	0	0	-	0	39
40	Minor Computer Software 6408	24,100	24,100	6,004	12,923	6,861	19,784	-	6,861	40
41	Minor Equipment and Furnishings 6409	5,202	5,202	15	877	58	935	-	58	41
42	Office Supplies 6410	26,010	26,010	890	11,056	945	12,000	2,187	(1,243)	42
43	Postage and Shipping 6411	9,364	9,364	406	0	406	406	-	406	43
44	Printing, Graphics & Binding - External 6412	1,353	1,353	0	0	0	0	-	0	44

MONTEREY COUNTY WATER RESOURCES AGENCY
 FISCAL YEAR 2015-2016
 FUND 111 ADMINISTRATION - MONTHLY BUDGET REVIEW
 THROUGH AUGUST, 2015

17%

	Account	Current Year Approved Budget	Current Year Adopted Budget	Current Month Expenditures	Current Year PO Balances	Current Year YTD Expenditures	Total YTD Obligations	Prior year YTD Expenditures	Current Year vs. Prior year Expenditures		
45	Printing, Graphics & Binding - Internal	6413	0	0	0	0	0	-	0	45	
46	Other Office Expense	6414	1,040	1,040	0	0	0	-	0	46	
47	County Records Retention Charge	6415	512	512	43	0	43	-	43	47	
48	County Accounting & Auditing charges	6601	13,637	13,637	0	0	0	-	0	48	
49	Data Processing Charges - Internal	6603	250,465	250,465	4,141	0	8,283	6,714	1,569	49	
50	Legal Services - External	6606	255,000	255,000	0	200,000	0	200,000	40	(40)	50
51	Legal Services - Internal	6607	67,422	67,422	0	0	0	-	0	51	
52	Other Medical Services	6608	520	520	0	0	0	-	0	52	
53	Other Personnel Costs (Recruitment)	6609	0	0	0	0	0	-	0	53	
54	Temporary Help Services	6612	5,202	5,202	0	0	0	-	0	54	
55	Other Prof & Spec Svcs - Consultants	6613	7,650	7,650	0	7,000	0	1,844	(1,844)	55	
55	Other Prof & Spec Svcs - GM	6613	0	0	0	0	0	-	0	55	
56	Other Prof & Spec Services-BOD Fees, etc.	6613	24,866	24,866	0	0	0	-	0	56	
57	Publications and Legal Notices	6801	1,561	1,561	0	0	0	-	0	57	
58	Rents & Leases - Buildings	6811	273,640	273,640	22,826	0	45,652	45,652	45,189	463	58
59	Rents & Leases-Equip- Data Processing	6821	12,331	12,331	1,041	1,041	2,082	3,122	2,060	22	59
60	Rents & Leases-Equip- Copy machines	6821	24,000	24,000	(3,867)	27,000	(3,867)	23,133	-	(3,867)	60
61	Rents & Leases - Equip - General	6821	1,400	1,400	0	0	0	0	-	0	61
62	Other Special Dept Expense	6835	3,916	3,916	64	0	629	629	3,805	(3,176)	62
63	Conference/Lodging/Meals/Travel	6861/62	12,485	12,485	495	0	784	784	413	371	63
64	Employee Training	6861/11	10,822	10,822	192	0	192	192	-	192	64
65	County Training Charge	6611	5,494	5,494	0	0	0	0	-	0	65
66	Employee moving expense	6863	0	0	0	0	0	0	-	0	66
67	Fleet Service Charge (Fuel & misc maint)	6864	72,240	72,240	0	0	0	0	-	0	67
68	Vehicle Maint - Outside Vendor	6866	54,291	54,291	1,772	8,589	1,772	10,361	2,635	(863)	68
69	Utilities	6881	6,630	6,630	66	664	229	892	212	17	69
70	Canyon Del Rey Master Drainage Plan	7013	0	0	0	0	0	0	-	0	70
71	Other Debt Retirement (Capital Leases)	7051	38,714	38,714	0	0	18,418	18,418	8,211	10,207	71
72	Interest (Capital Leases)	7071	10,070	10,070	0	0	9,501	9,501	1,461	8,040	72
73	Rights of Way	7101	3,315	3,315	2,167	0	2,167	2,167	-	2,167	73
74	Taxes & Assessments	7121	582	582	0	0	0	0	-	0	74
75	Cost Plan Charges (Adjusted Budget)	7301	375,000	375,000	0	0	0	0	-	0	75
76	Balance still in budget for higher Cost Plan amount	6835	0	0	0	0	0	0	-	0	76
77	Services & Supplies	TOTAL	2,335,404	2,335,404	90,655	307,273	195,021	502,294	153,639	41,382	77
	Fixed Assets										
72	Equipment	7531	0	0	0	0	0	0	0	0	72
73	Capital Leases - Equipment	7561	0	0	0	0	0	0	0	0	73
74	Fixed Assets	TOTAL	0	0	0	0	0	0	0	0	74
75	Operating Transfers Out	7614	0	0	0	0	0	0	0	0	75
76	GRAND TOTAL EXPENSES		8,046,361	8,046,361	437,920	307,273	824,206	1,131,479	873,559	(49,353)	76

(Before inter-fund expense reimbursement)

Monterey County Water Resources Agency
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2015-16 Approved Budget	FY 2015-16 Adopted Budget
Ad Valorem taxes	\$1,983,692	\$1,983,692
Assessments	13,511,482	13,511,482
Development & Other fees	454,979	454,979
Annexation Fees	0	0
Water Delivery Revenue	1,670,988	1,670,988
Royalties	200,271	200,271
Grants	0	0
Reimbursement from County	0	0
Hydroelectric Revenue	0	0
Settlement Revenue	0	0
Cal-Am Reimbursement	0	0
Insurance reimbursement	\$86,000	\$86,000
Interest, Rent, & Other	2,335,507	2,335,507
Inter-fund transfer revenue	600,000	600,000
Total Revenue	\$20,842,919	\$20,842,919

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
(\$4,932)	(\$4,679)	\$1,988,624	Taxes are received Dec & Apr
(8,542)	(6,381)	13,520,024	Assessments are received Dec & Apr
64,908	71,079	390,071	
0	0	0	
0	0	1,670,988	
0	0	200,271	
0	0	0	
0	0	0	
0	0	0	
0	0	0	
0	0	0	
0	851,930	86,000	
1,550,905	75,660	784,602	
0	0	600,000	
\$1,602,338	\$987,609	\$19,240,581	

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Monterey County Water Resources Agency
 August, 2015 Fiscal YTD
 Actual vs Budget

<u>Expenses & Encumbrance Balances</u>	<u>FY 2015-16 Approved Budget</u>	<u>FY 2015-16 Adopted Budget</u>	<u>YTD PO Balances</u>	<u>YTD Expenses</u>	<u>Prior Year YTD Expenses</u>	<u>Variance Approved Budget vs YTD Expenses</u>	<u>Remarks</u>
Salaries & Benefits	\$5,710,957	\$5,710,957	\$0	\$629,185	\$719,921	\$5,081,772	
Consultants	5,239,824	5,739,824	395,910	2,084,461	1,744,037	3,155,363	
Services & Supplies	3,199,970	3,199,970	180,984	447,764	191,339	2,752,206	
Fixed Assets	334,984	334,984	0	27,919	9,672	307,065	
Debt payments	8,021,939	8,021,939		2,825,061	1,342,229	5,196,879	
Settlement costs	66,621	66,621		0	0	66,621	
Inter-fund transfer expenditures	600,000	600,000		0	0	600,000	
Labor cost charges from Fund 111 & ALERT charges from Fund 113 charged to various funds	7,593,347	7,593,347		868,402	1,091,702	6,724,945	
Inter-fund reimbursement of expenses in Fund 111 & fund 113	(8,243,087)	(8,243,087)		(919,120)	(1,083,710)	(7,323,967)	
Total Expenses & encumbrance balances	\$22,524,555	\$23,024,555	\$576,893	\$5,963,672	\$4,015,190	\$16,560,883	
Revenue less Expenses	(\$1,681,636)	(\$2,181,637)		(\$4,361,334)	(\$3,027,581)	\$2,679,697	
Beginning Fund Balance 7/1/15	12,878,175	12,878,175		\$12,878,175			
Ending Fund Balance	11,196,539	10,696,539		\$7,939,948			

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Monterey County Water Resources Agency
August, 2015 Fiscal YTD
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Interest, Rent, & Other	2,138,313	2,138,313
Total Revenue	\$2,138,313	\$2,138,313

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
1,412,552	0	725,761	
\$1,412,552	\$0	\$725,761	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Consultants	0	0	0	0	0	0	
Debt Payments	2,138,313	2,138,313	0	1,412,531	0	725,782	
Total Expenses & encumbrance balances	\$2,138,313	\$2,138,313	\$0	\$1,412,531	\$0	\$725,782	

Revenue less Expenses	\$0	\$0	\$21	\$0	(\$21)
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**Monterey County Water Resources Agency
Administration Fund 111 - Appropriation Unit WRA001
August, 2015 Fiscal YTD
Actual vs Budget**

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Reimbursement From County	\$0	\$0
Interest, Rent, & Other	0	0
Total Revenue	\$0	\$0

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$0	
98	15	(98)	
\$98	\$15	(\$98)	

<u>Expenses & Encumbrance Balances</u>	Approved FY 2014-15 Budget	Estimate FY 2014-15	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Salaries & Benefits	\$5,710,957	\$5,710,957		\$629,185	\$719,921	\$5,081,772	
Consultants	262,650	262,650	207,000	0	40	262,650	
Services & Supplies	2,023,970	2,023,970	100,273	167,102	143,927	1,856,868	
Fixed Assets	48,784	48,784	0	27,919	9,672	20,865	
Sub-total before charges to Funds	8,046,361	8,046,361	307,273	824,206	873,559	7,222,155	
Labor cost charges from other funds	(\$7,976,333)	(\$7,976,333)		(919,120)	(1,083,710)	(7,057,213)	
Transfer from hydro stabilization reserve	\$0	\$0		0	0	0	
Net Total Expenses & encumbrance balances	\$70,029	\$70,029	\$307,273	(\$94,914)	(\$210,150)	\$164,942	
Revenue less Expenses	(\$70,029)	(\$70,029)		\$95,012	\$210,165	(\$165,040)	

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Monterey County Water Resources Agency
Fund 112 - Zones 1 & 1A - Pajaro Levee - Appropriation Unit WRA002
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Approved Budget
Ad Valorem taxes	\$15,295	\$15,295
Assessments	395,914	395,914
Grants	0	0
Cal-Am Reimbursement	0	0
Interest, Rent, & Other	1,148	1,148
Total Revenue	\$412,357	\$412,357

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$15,295	Taxes are received Dec & Apr
0	0	395,914	Assessments are received Dec & Apr
0	0	0	
0	0	0	
0	0	1,148	
\$0	\$0	\$412,357	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Approved Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD	Remarks
Labor cost charges from Fund 111	\$296,371	\$296,371		\$57,902	\$82,017	\$238,469	
Consultants	0	0	0	0	0	0	
Services & Supplies	36,258	36,258	1,500	8,000	8,023	28,258	
Fixed Assets	7,200	7,200	0	0	0	7,200	
Debt payments	67,000	67,000		0	0	67,000	
Total Expenses & encumbrance balances	\$406,829	\$406,829	\$1,500	\$65,902	\$90,040	\$340,927	

Revenue less Expenses	\$5,528	\$5,528		(\$65,902)	(\$90,040)	\$71,430	
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August 2014 Fiscal YTD

Monterey County Water Resources Agency
Fund 113 - Countywide - Appropriation Unit WRA003
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$193,039	\$193,039
Development & Other fees	374,000	374,000
Grants	0	0
Hydroelectric Revenue	0	0
Interest, Rent, & Other	3,000	3,000
Cal-Am Reimbursement	0	0
Insurance Reimbursement	0	0
Inter-fund transfer revenue	0	0
Total Revenue	\$570,039	\$570,039

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$193,039	
60,452	64,279	313,548	
0	0	0	
0	0	0	
0	0	3,000	
0	0	0	
0	0	0	
0	0	0	
\$60,452	\$64,279	\$509,587	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$801,405	\$801,405		\$104,385	\$110,761	\$697,020	
Consultants	10,200	10,200	0	0	0	10,200	
Services & Supplies	66,138	66,138	0	(16,687)	(2,171)	82,825	
ALERT charges from Fund 113	(266,754)	(266,754)		0	0	(266,754)	Additional ALERT transfer to be made in April
Total Expenses & encumbrance balances	\$610,989	\$610,989	\$0	\$87,698	\$108,590	\$523,290	

August 2014 Fiscal YTD
Revenue less Expenses

(\$40,950) (\$40,950)

(\$27,246) (\$44,311) (\$13,703)

Monterey County Water Resources Agency
Fund 114 - Zone 2 - Nacimiento Non-O&M - Appropriation Unit WRA004
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$216,854	\$216,854
Development & Other fees	45,979	45,979
Hydroelectric Revenue	0	0
Interest, Rent, & Other	68,060	68,060
Cal-Am Reimbursement	0	0
Insurance Reimbursement	0	0
Interfund Transfer Revenue	0	0
Total Revenue	\$330,893	\$330,893

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$216,854	Taxes are received Dec & Apr
1,040	360	44,939	
0	0	0	
15,755	54,085	52,305	
0	0	0	
0	0	0	
0	0	0	
\$16,795	\$54,445	\$314,098	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$359,774	\$359,774		\$61,519	\$74,257	\$298,255	
Consultants	0	0		0	0	0	
Services & Supplies	63,883	63,883	0	0	0	63,883	
Operating Transfers Out	0	0		0	0	0	
Total Expenses & encumbrance balances	\$423,657	\$423,657	\$0	\$61,519	\$74,257	\$362,138	

Revenue less Expenses
August 2014 Fiscal YTD

(\$92,764)	(\$92,764)
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(\$44,724)	(\$19,812)	(\$48,040)
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Monterey County Water Resources Agency
Fund 115 - Zone 2A - San Antonio Non-O&M - Appropriation Unit WRA005
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$92,107	\$92,107
Development & Other fees	35,000	35,000
Royalties	200,271	200,271
Hydroelectric Revenue	0	0
Interest, Rent, & Other	66,575	66,575
Inter-fund transfer revenue	0	0
Cal-Am Reimbursement	0	0
Insurance Reimbursement	0	0
Total Revenue	\$393,953	\$393,953

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$92,107	Taxes are received Dec & Apr
3,416	6,440	31,584	
0	0	200,271	Royalties to be received in June
0	0	0	
0	26,363	66,575	
0	0	0	
0	0	0	
0	0	0	
\$3,416	\$32,803	\$390,537	\$0

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$489,052	\$489,052		\$42,633	\$64,147	\$446,419	
Consultants	20,400	20,400	0	0	0	20,400	
Services & Supplies	12,506	12,506	0	37	532	12,469	
Operating Transfers Out	0	0		0	0	0	
Total Expenses & encumbrance balances	\$521,958	\$521,958	\$0	\$42,670	\$64,678	\$479,288	

August 2014 Fiscal YTD	(\$128,005)	(\$128,005)	(\$39,254)	(\$31,876)	(\$88,751)
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Monterey County Water Resources Agency
Fund 116-OPTN - Zone 2C - Dam Operations - Appropriation Unit WRA006
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Assessments	\$2,931,478	\$2,931,478
Annexation Fes	0	0
Grants	0	0
Reimbursement from County	0	0
Cal-Am Reimbursement	0	0
Interest, Rent, & Other	4,500	4,500
Inter-fund transfer revenue	0	0
Total Revenue	\$2,935,978	\$2,935,978

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
(\$1,059)	(\$1,483)	\$2,932,537	Assessments are received Dec & Apr
0	0	0	
0	0	0	
0	0	0	
0	0	4,500	
0	0	0	
(\$1,059)	(\$1,483)	\$2,937,037	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$2,057,918	\$2,057,918		\$319,016	\$400,810	\$1,738,902	
Consultants	307,500	307,500	111,365	1,028	0	306,472	
Services & Supplies	318,287	318,287	36,214	5,892	2,454	312,395	
ALERT charges from Fund 113	226,895	226,895		0	0	226,895	
Fixed Assets	270,000	270,000	0	0	0	270,000	
Operating Transfers Out	0	0		0	0	0	
August 2014 Fiscal YTD	\$3,180,600	\$3,180,600	\$147,578	\$325,936	\$403,265	\$2,854,664	

Revenue less Expenses	(\$244,622)	(\$244,622)	(\$326,995)	(\$404,748)	\$82,373
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Monterey County Water Resources Agency
Fund 116-ADMN - Zone 2C Administration - Appropriation Unit WRA006
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Assessments	\$345,556	\$345,556
Cal-Am Reimbursement	0	0
Total Revenue	\$345,556	\$345,556

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
(\$99)	(\$158)	\$345,655	Assessments are received Dec & Apr
0	0	0	
(\$99)	(\$158)	\$345,655	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$49,586	\$49,586		\$4,263	\$56,003	\$45,323	
Consultants	225,000	225,000	55,000	0	0	225,000	
Services & Supplies	5,000	5,000	0	0	0	5,000	
Settlement costs	66,621	66,621		0	0	66,621	
Total Expenses & encumbrance balances	\$346,207	\$346,207	\$55,000	\$4,263	\$56,003	\$341,944	

Revenue less Expenses	(\$651)	(\$651)	(\$4,362)	(\$56,160)	\$3,711
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Monterey County Water Resources Agency
Fund 122 - Zone 9 - Reclamation Ditch - Appropriation Unit WRA012
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$291,327	\$291,327
Assessments	1,058,852	1,058,852
Impact fee	0	0
Interest, Rent, & Other	5,500	5,500
Cal-Am Reimbursement	0	0
Total Revenue	\$1,355,679	\$1,355,679

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$291,327	Taxes are received Dec & Apr
(1,229)	(1,864)	1,060,081	Assessments are received Dec & Apr
0	0	0	
0	0	5,500	
0	0	0	
(\$1,229)	(\$1,864)	\$1,356,908	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$951,889	\$951,889		\$122,383	\$110,226	\$829,506	
Consultants	18,000	18,000	0	0	0	18,000	
Services & Supplies	360,695	360,695	33,856	37,886	32,154	322,809	
ALERT charges from Fund 113	9,198	9,198		0	0	9,198	
Fixed Assets	9,000	9,000	0	0	0	9,000	
Total Expenses & encumbrance balances	\$1,348,782	\$1,348,782	\$33,856	\$160,269	\$142,380	\$1,188,513	

Revenue less Expenses

\$6,897	\$6,897
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(\$161,498)	(\$144,244)	\$168,395
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Monterey County Water Resources Agency
Fund 130 - Hydroelectric Plant O&M - Appropriation Unit WRA022
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Hydroelectric Revenue	\$0	\$0
Interest, Rent, & Other	1,000	1,000
Operating Transfers In	0	0
Insurance Reimbursement	86,000	86,000
Cal-Am Reimbursement	0	0
Total Revenue	\$87,000	\$87,000

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$0	
0	0	1,000	
0	0	0	
0	851,930	86,000	
0	0	0	
\$0	\$851,930	\$87,000	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses
Labor cost charges from Fund 111	\$218,068	\$218,068		\$3,748	\$5,478	\$214,320
Consultants	21,000	21,000	22,545	1,500	(1,041)	19,500
Services & Supplies	47,275	47,275	7,269	3,764	2,364	43,511
Fixed Assets	0	0	0	0	0	0
Total Expenses & encumbrance balances	\$286,343	\$286,343	\$29,814	\$9,012	\$6,801	\$277,331

Revenue less Expenses	(\$199,343)	(\$199,343)	(\$9,012)	\$845,128	(\$190,331)
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Monterey County Water Resources Agency
Fund 133 - SVWP Debt Revenue Fund - Appropriation Unit WRA027
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$992,859	\$992,859
Assessments	1,130,145	1,130,145
Hydroelectric Revenue	0	0
Interest, Rent, & Other	11,200	11,200
Total Revenue	\$2,134,204	\$2,134,204

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
(\$4,932)	(\$4,679)	\$997,791	Taxes are received Dec & Apr
(597)	(1,298)	1,130,742	Assessments are received Dec & Apr
0	0	0	
0	0	11,200	
(\$5,530)	(\$5,977)	\$2,139,733	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	
Services & Supplies	\$4,600	\$4,600		\$305	\$2,402	\$4,295	
Debt payments	2,138,094	2,138,094		1,412,529	1,342,229	725,565	Transfer of funds to JPA for SVWP bond pmt
Total Expenses & encumbrance balances	\$2,142,694	\$2,142,694	\$0	\$1,412,834	\$1,344,631	\$729,860	
Revenue less Expenses	(\$8,490)	(\$8,490)		(\$1,418,364)	(\$1,350,608)	\$1,409,874	

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Monterey County Water Resources Agency
Fund 134 - Salinas River Diversion Facility O&M - Appropriation Unit WRA028
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Water Delivery Revenue	\$1,542,905	\$1,542,905
Grants	0	0
Interest, Rent, & Other	0	0
Operating Transfers In	0	0
Cal-Am Reimbursement	0	0
Total Revenue	\$1,542,905	\$1,542,905

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$1,542,905	Now being received by WRA. - 1st quarter reconciliation received by MRWPCA and awaiting payment
0	0	0	
122,500	0	(122,500)	
0	0	0	
0	0	0	
\$122,500	\$0	\$1,420,405	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$582,531	\$582,531		\$34,660	\$63,485	\$547,871	
Consultants	96,208	96,208	0	(61,736)	131,782	157,944	
Services & Supplies	33,685	33,685	1,000	28,963	0	4,722	
Fixed Assets	0	0		0	0	0	
Total Expenses & encumbrance balances	\$712,424	\$712,424	\$1,000	\$1,888	\$195,267	\$710,536	
Revenue less Expenses	\$830,481	\$830,481		\$120,612	(\$195,267)	\$709,869	

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Monterey County Water Resources Agency
Funds 119, 131,132 & 303 - Zones 2B, 2Y & 2Z - Combined CSIP/SVRP Funds
August, 2015 Fiscal YTD
Actual vs Budget

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$0	\$0
Assessments	7,455,928	7,455,928
Water Delivery Revenue	128,083	128,083
Cal-Am Reimbursement	0	0
Interest, Rent, & Other	632,380	632,380
Settlement revenue	0	0
Insurance reimbursement	0	0
Total Revenue	\$8,216,391	\$8,216,391

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD Revenue	Remarks
\$0	\$0	\$0	
(5,558)	(1,578)	7,461,486	Assessments are received Dec & Apr Now being received by WRA. - 1st quarter reconciliation not received by MRWPCA
0	0	128,083	
0	0	0	
0	(4,802)	632,380	
0	0	0	
0	0	0	
(\$5,558)	(\$6,380)	\$8,221,949	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD Expenses	Remarks
Labor cost charges from Fund 111	\$968,065	\$968,065		\$81,946	\$76,080	\$86,119	
Consultants	4,277,336	4,777,336	0	2,143,668	1,613,256	2,133,668	
Services & Supplies	187,383	187,383	872	212,261	215	(24,878)	
Fixed Assets	0	0	0	0	0	0	
Debt payments	3,678,532	3,678,532		0	0	3,678,532	USBR loan payments will be paid in March
Operating Transfers Out	600,000	600,000		0	0	600,000	
August 2014 Fiscal YTD	\$9,711,316	\$10,211,316	\$872	\$2,437,875	\$1,689,551	\$7,273,441	

Revenue less Expenses	(\$1,494,925)	(\$1,994,925)	(\$2,443,433)	(\$1,695,931)	\$948,508
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**Monterey County Water Resources Agency
Total Minor Funds
August, 2015 Fiscal YTD
Actual vs Budget**

<u>Revenue</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget
Ad Valorem taxes	\$182,211	\$182,211
Assessments	193,609	193,609
Interest, Rent, & Other	3,831	3,831
Interfund transfer	0	0
Cal-Am Reimbursement	0	0
Total Revenue	\$379,651	\$379,651

YTD Revenue	Prior Year YTD Revenue	Variance Approved Budget vs YTD	Remarks
\$0	\$0	\$182,211	Taxes are received Dec & Apr
0	0	193,609	Assessments are received Dec & Apr
0	0	3,831	
0	0		
0	0	0	
\$0	\$0	\$379,651	

<u>Expenses & Encumbrance Balances</u>	FY 2014-15 Approved Budget	FY 2014-15 Adopted Budget	YTD PO Balances	YTD Expenses	Prior Year YTD Expenses	Variance Approved Budget vs YTD	Remarks
Labor cost charges from Fund 111	\$551,934	\$551,934		\$35,947	\$48,438	\$515,987	
Consultants	1,530	1,530	0	0	0	1,530	
Services & Supplies	40,291	40,291	0	241	1,440	40,050	
ALERT charges from Fund 113	30,661	30,661		0	0	30,661	
Fixed Assets	0	0	0	0	0	0	
Total Expenses & encumbrance balances	\$624,416	\$624,416	\$0	\$36,188	\$49,878	\$588,228	

Revenue less Expenses	(\$244,765)	(\$244,765)	(\$36,188)	(\$49,878)	(\$208,577)
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**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS-FINANCE COMMITTEE**

MEETING DATE:	October 9, 2015	AGENDA ITEM:	
AGENDA TITLE:	Consider receiving and accepting the Monterey County Water Resources Agency (MCWRA) 4th Quarter Financial Status report through June 30, 2015.		
Consent (X)		Action ()	
Information ()			
SUBMITTED BY:	Cathy Paladini	PREPARED BY:	Cathy Paladini
PHONE:	831-755-4860	PHONE:	831-755-4860
DEADLINE FOR BOARD ACTION:	October 26, 2015		

RECOMMENDED BOARD ACTION:

Consider receiving and accepting the Monterey County Water Resources Agency (MCWRA) 4th Quarter Financial Status report through June 30, 2015.

SUMMARY/ DISCUSSION:

Revenues for most Agency funds exceeded budget estimates which are 109 % of Budget due to the receipt of one-time revenues such as a Cal-Am settlement, Hydro-Electric Business Interruption insurance and prior year water delivery fees from the Monterey Pollution Control Agency. The Agency continues to decrease expenditures while the Hydroelectric Plant operates at minimum capacity during drought conditions. In addition, the Agency continues to seek revenues in the form of grants to supplement costs associated with Hydrology and Water Quality Programs, including the Interlake Tunnel Project. On a consolidated basis the Agency financial performance is projected as follows:

FY 2014-15 Adopted Budget Beginning fund balance	\$ 16,504,483
FY 2014-15 Year-to-Date Revenues	<u>22,995,265</u>
Total Estimate FY 2014 15 Available funds	\$ 39,499,748
Less: 2014-15 Year-to-Date Expenditures	<u>(21,132,447)</u>
FY 2014-15 Projected Ending Fund Balance	<u>\$ 18,367,301</u>

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

There is no financial impact in receiving this report.

FINANCIAL IMPACT:	YES ()	NO (X)
FUNDING SOURCE:		
COMMITTEE REVIEW AND RECOMMENDATION:	Finance Committee	
ATTACHMENTS:	1. Summary of Agency Administrative Fund 111 2. Financial Status Report Through June FY 2014-15	
APPROVED:		
	_____ General Manager	_____ Date

**Attachment 1
Summary of Agency Administrative Fund 111**

	FY 2014-15 Adopted Budget	Total Obligations Jun-15	Percent Budget Expended Target 100%	Total Obligations Jun-14	Total Obligations Variance June, 14 & June, 15
Salaries and Benefits	5,380,178	4,664,248	87%	4,875,707	(211,459)
Services & Supplies	1,951,560	1,475,185	76%	1,142,199	332,987
Other Charges	418,601	189,877	45%	70,029	119,849
Fixed Assets	0	0	n/a	81,885	(81,885)
Other Financing Uses *	550,000	550,000	100%	810,805	(260,805)
Totals before Inter-Fund Reimbursement	<u>8,300,339</u>	<u>6,879,310</u>	83%	<u>6,980,625</u>	<u>(101,314)</u>
Inter-Fund Reimbursement	(7,399,311)	(6,068,127)		(6,339,426)	271,298
Total Obligations after Inter-Fund Reimbursement (Before Annual Charge Clearing Account balance)	<u>901,028</u>	<u>811,183</u>		<u>641,199</u>	<u>169,984</u>

**Attachment 2
Water Resources Agency
Financial Status Report
Through June FY 2014-15**

Fund	Adopted Budget				Obligations and Revenue				
	Adopted Budget 7/1/2014 Fund Balance	Expenditures	Revenue	Adopted Budget 6/30/2015 Fund Balance	Year-to Date Obligations	Percent of Budget Obligated	* Agency Annual Charge Clearing Account Balance	Year-To Date Revenue	Percent of Budget Received
111 Administration **	\$351,192	\$351,028	\$0	\$164	\$261,183	n/a**	\$0	\$54,928	n/a
111 Administration-Hydro Stabiization Reserve	\$588,679	\$550,000	\$0	\$38,679	\$550,000	n/a	\$0	\$0	n/a
112 Zone 1 - Pajaro River Levee	\$118,683	\$503,054	\$404,274	\$19,903	\$496,968	98.79%	\$0	\$435,298	107.67%
113 Countywide	\$81,712	\$766,515	\$767,356	\$82,553	\$635,764	82.94%	\$0	\$985,343	128.41%
114 Zone 2 - Nacimiento Dam Non-O&M	\$97,881	\$650,089	\$664,376	\$112,168	\$385,799	59.35%	\$0	\$689,841	103.83%
115 Zone 2A - San Antonio Dam Non-O&M	\$154,347	\$665,859	\$674,716	\$163,204	\$555,720	83.46%	\$0	\$704,058	104.35%
116 Zone 2C - Dam Operations	\$522,600	\$3,126,155	\$2,878,498	\$274,943	\$2,894,953	92.60%	\$0	\$3,160,743	109.81%
116 Zone 2C - CAMP	\$1,631	\$0	\$0	\$1,631	\$0		\$0	\$0	n/a
116 Zone 2C - Administration	\$503,754	\$341,291	\$338,780	\$501,243	\$169,163	49.57%	\$0	\$338,113	99.80%
116 Total Fund 116	\$1,027,985	\$3,467,446	\$3,217,278	\$777,817	\$3,064,116	88.37%	\$0	\$3,498,856	108.75%
117 Zone 3 - Lower Salinas River Channel	\$80,538	\$83,151	\$33,808	\$31,195	\$43,631	52.47%	\$0	\$35,789	105.86%
118 Zone 5 - Merritt Lake	\$32,442	\$42,905	\$38,911	\$28,448	\$42,168	98.28%	\$0	\$45,373	116.61%
119 Zone 6 - CSIP Tr & Wtr Conservation	\$810,392	\$149,317	\$218,476	\$879,551	\$29,032	19.44%	\$0	\$217,387	99.50%
120 Zone 7 - North Monterey County	\$18,555	\$5,666	\$4,446	\$17,335	\$56	0.99%	\$0	\$5,111	114.95%
121 Zone 8 - Soledad Storm Drain	\$124,659	\$191,750	\$68,678	\$1,587	\$56,840	29.64%	\$0	\$76,715	111.70%
122 Zone 9 - Reclamation Ditch	\$968,840	\$1,904,367	\$1,329,706	\$394,179	\$1,411,212	74.10%	\$0	\$1,346,759	101.28%
123 Zone 11 - Monterey Peninsula	\$85,895	\$26,933	\$55,398	\$114,360	\$15,055	55.90%	\$0	\$58,152	104.97%
124 Zone 12 - San Lorenzo Creek	\$46,527	\$68,481	\$35,450	\$13,496	\$16,148	23.58%	\$0	\$42,502	119.89%
125 Zone 14 - Arroyo Seco Area	\$482	\$1,527	\$1,705	\$660	\$1,521	99.61%	\$0	\$1,637	95.99%
126 Zone 15 - Carnation Subdivision	\$72,300	\$18,261	\$5,340	\$59,379	\$18,248	99.93%	\$0	\$5,408	101.28%
127 Zone 17 - Moro Cojo Slough	\$482,988	\$96,129	\$104,623	\$491,482	\$87,931	91.47%	\$0	\$105,549	100.88%
128 Zone S2 - Storm Drain Maint District #2	\$134,417	\$48,614	\$19,778	\$105,581	\$1,820	3.74%	\$0	\$23,843	120.55%
129 Zone GS - Gonzales Slough Maintenance	\$2,914	\$5,676	\$4,138	\$1,376	\$5,018	88.40%	\$0	\$4,710	113.83%
130 Zone HY - Nacimiento Hydroelectric Plant	\$131,464	\$563,353	\$664,258	\$232,369	\$122,803	21.80%	\$0	\$523,623	78.83%
131 Zone 2B - CSIP Operation & Maint	\$2,014,932	\$2,722,828	\$2,033,819	\$1,325,923	\$1,906,419	70.02%	\$0	\$2,144,849	105.46%
132 Zone 2B - SVRP Operation & Maint	\$2,102,916	\$4,109,900	\$3,504,275	\$1,497,291	\$3,810,865	92.72%	\$0	\$3,577,239	102.08%
133 Salinas Valley Water Project Revenue Fund	\$3,335,998	\$2,068,162	\$2,044,733	\$3,312,569	\$2,066,212	99.91%	\$0	\$2,270,838	111.06%
134 Salinas River Diversion Facility O&M	\$2,052,437	\$1,815,792	\$1,116,220	\$1,352,865	\$1,565,486	86.22%	\$0	\$1,473,405	132.00%
303 Zone 2B - CSIP/SVRP Bond Debt Service	\$1,577,422	\$1,883,536	\$1,915,000	\$1,608,886	\$1,844,569	97.93%	\$0	\$2,528,082	132.01%
313 Monterey County Financing Authority	\$0	\$2,137,863	\$2,137,863	\$0	\$2,137,863	100.00%	\$0	\$2,137,961	100.00%
425 Monterey County Financing Authority	\$7,888	\$0	\$0	\$7,888	\$0	0.00%	\$0	\$2,008	0.00%
Total Agency	\$16,504,483	\$24,898,202	\$21,064,625	\$12,670,906	\$21,132,447	84.88%	\$0	\$22,995,265	109.17%

* Agency Annual Charge Clearing Account Balance represents charges made in advance from Fund 111 to Other Agency Funds in order not to exceed budgeted total appropriations for the Fund. Also clearing account charges by other County departments. This will be zero at year-end when the actual monthly charges to other Agency funds are made.

** Fund 111 includes monthly inter-fund reimbursements based on estimate -Total expenditures will be charged to other funds at 6/30/15

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – FINANCE COMMITTEE**

MEETING DATE:	October 9, 2015	AGENDA ITEM:	
AGENDA TITLE:	Consider approving and recommending approval by the Monterey County Water Resources Agency Board of Supervisors the Issuance of a Request for Proposals for Financial Consulting Services for the Water Resources Agency.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Cathy Paladini	PREPARED BY:	Cathy Paladini
PHONE:	831-755-4860	PHONE:	831-755-4860
DEADLINE FOR BOARD ACTION:		October 26, 2015	

RECOMMENDED BOARD ACTION:

Consider approving and recommending approval by the Monterey County Water Resources Agency Board of Supervisors the Issuance of a Request for Proposals for Financial Consulting Services for the Water Resources Agency.

SUMMARY/DISCUSSION:

On May 19, 2015 the Water Resources Agency held a Budget Workshop in response to the County Administrators Office, which requested that it be separate from the County’s Budget Workshop and Hearings. The Agency presented its FY 2015-16 Recommended Budget and requested County General Fund Contributions for all un-budgeted projects that the Agency had been tasked to perform by the Water Resources Board of Supervisors totaling \$4.6 million for FY 2015-16.

On June 3, 2015 at the Water Resources Agency Board of Supervisors Public Budget Hearing it approved the Agency’s FY 2015-16 Recommended Budget and requested that the Agency aggressively pursue alternative funding by hiring an independent consultant with expertise in water district financing to identify available funding not limited to grants for the unbudgeted projects that the Agency has been tasked with performing which include the following: Interlake Tunnel, Salinas River Stream Maintenance Program and Lagoon, Permit 11043, Castroville Seawater Intrusion Project (CSIP) Expansion, Sustainable Groundwater Management Agency (SGMA), and Fish Monitoring.

On July 16, 2015 at the Joint Water Resources Agency BOD/BOS meeting the Agency was instructed to move forward with the development of an RFP in conjunction with the Contracts Purchasing Department. The attached DRAFT RFP includes all the expectations requested by the Water Resources Agency Board of Directors and Board of Supervisors.

OTHER AGENCY INVOLVEMENT:

County of Monterey Contracts Purchasing Department

FINANCING:

There is no financial impact to receiving this report.

FINANCIAL IMPACT:	YES () NO (X)
FUNDING SOURCE:	(Fund, Budget unit)
COMMITTEE REVIEW AND RECOMMENDATION:	(Prior Committee activity...)
ATTACHMENTS:	1. 2.
APPROVED:	 <hr/> General Manager Date



***Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California***

BOARD ORDER No. _____

**Approves and recommends approval by the Monterey County)
Water Resources Agency Board of Supervisors the Issuance)
of a Request for Proposals for Financial Consulting Services)
for the Water Resources Agency.)**

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

1. Approves and recommends approval by the Monterey County Water Resources Agency Board of Supervisors the Issuance of a Request for Proposals for Financial Consulting Services for the Water Resources Agency.

PASSED AND ADOPTED on this **26** day of **October 2015**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Claude Hoover, Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

MONTEREY COUNTY WATER RESOURCES AGENCY
893 BLANCO CIRCLE
SALINAS, CA 93901
(831) 755-4860



REQUEST FOR PROPOSALS
RFP# 10554

For

FINANCIAL CONSULTING SERVICES

Draft Approved by Counsel Printed Name _____

Draft Approved by Counsel Signature _____

Draft Approved by C/P Supervisor _____

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DRAFT

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 Monterey County Water Resources Agency (MCWRA) hereinafter referred to as the “AGENCY” is soliciting proposals from qualified firms hereinafter referred to as “CONTRACTOR” to provide the AGENCY with Financial Consulting Services for the development of a sound and structural financial plan to support current and future water projects within the AGENCY’S jurisdiction.
- 1.2 The purpose of this solicitation is to select the best qualified and best ranked CONTRACTOR capable of performing the following tasks:
 - 1.2.1 Cost of service analysis and verification of current assessments and water rate structures. Check whether assessments match the resulting benefits.
 - 1.2.2 Evaluate the adequacy of projected revenues under existing assessments and rates to meet projected revenue requirements.
 - 1.2.3 Compare Agency funding streams to similar agencies in California and recommend best practices.
 - 1.2.4 Develop financing plans that produce revenues adequate to meet financial needs while recognizing grant opportunities, customer costs of service and local and state policy considerations such as Proposition 218.
 - 1.2.5 Recommend a sound financial plan covering a five-year period for both ongoing operations and planned capital improvements and benefits of those projects.
 - 1.2.6 CONTRACTOR shall propose, along with all of the above, additional tasks to the scope of work they deem necessary or beneficial to the AGENCY.
- 1.3 This solicitation is intended to create a single, exclusive service AGREEMENT between a selected CONTRACTOR and AGENCY. CONTRACTORs with relevant experience and qualifications as defined herein are encouraged to submit proposals as requested in this Request for Proposals (RFP).
- 1.4 The County of Monterey (COUNTY) is facilitating the request for proposals process on behalf of the AGENCY.

2.0 BACKGROUND

- 2.1 The MCFCWCD became the Monterey County Water Resources Agency (MCWRA) in 1991, with an updated mandate to provide for the control of flood and storm waters, conservation of such waters through storage and percolation, control of groundwater extraction, protection of water quality, reclamation of water, exchange of water, and the construction and operation of hydroelectric power facilities. MCWRA area covers all of Monterey County, including the Salinas Valley Groundwater Basin. The MCWRA consists of 26 funds.
- 2.2 The MCWRA has a nine-member board. The board is made up of members appointed by the Monterey County Farm Bureau, Monterey Grower-Shipper Association, the County Agricultural Advisory Committee, five members appointed by the County Board of Supervisors (one from each district), and a member appointed by the Mayor Select Committee. The board is under the governance of the Monterey County Water Resources Board of Supervisors.
- 2.3 MCWRA consists of 26 funds. It's major funds are: Administration (Fund 111); Pajaro River Levee (Fund 112); Countywide (Fund 113); Nacimiento and San Antonio Non O&M (Funds 114/115); Zone 2C Dam Operations and Administration (Fund 116); Castroville Seawater Intrusion (CSIP) Zone 2B (Fund 119); Reclamation Ditch Operations and Maintenance (Fund 122); Nacimiento Hydroelectric Plant Operations and Maintenance (Fund 130); Castroville Seawater Intrusion (CSIP) Operations and Maintenance (Fund 121); Salinas Valley Reclamation Project (SVRP) (Fund 132); Salinas Valley Water Project (SVWP) Bond Revenue (Fund 133); Salinas River Diversion Facility Operations and Maintenance (Fund 134); Castroville Seawater Intrusion (CSIP) Debt Service (Fund 303); and the Monterey Financing Authority Debt Service (Fund 313).
- 2.4 The FY 2015-16 Recommended Budget for the Monterey County Water Resources Agency (MCWRA) programs is \$22,524,555. Anticipated Revenues are \$20,841,919 and the use of \$1,682,637 in fund balance will provide a statutorily balanced budget. Budgeted unassigned fund balances at 6/30/16 are anticipated to be \$11,190,195. Salaries and Benefits increased by \$212,100 from the FY 2014-15 necessary for the recruitment of two Deputy General Managers, including 3% salary increases, and increased termination costs. Service and Supplies increased by \$136,731, a 6.4% increase over the FY 2014 -15 Adopted Budget. This is primarily due to increases in County General Liability charge of \$102,580 and Internal Data Processing of \$255,000. Capital Assets remain unchanged from FY 2014-15 Adopted Budget. Other Financing Uses increased by \$400,000 from the FY2014-15 Adopted Budget due to a transfer of funds from the Rate Stabilization Reserve Fund 303 to Funds 113, 114, and 115 due to the drought which reduced hydroelectric sales. Revenue increased by less than 1% over the FY 2014-15 Adopted Budget, the Agency predicts that hydroelectric revenues will remain low due to continued drought conditions which reduces hydroelectric sales. This will be offset by a

\$400,000 transfer from the Rate Stabilization Reserve. The Agency will transfer \$600,000 from Fund 119 CSIP to Funds 131CSIP O&M and Fund 132 SVRP O&M.

- 2.5 Though MCWRA budget is statutorily balanced, the budget fails to meet the County of Monterey financial guideline of a balanced budget. A structurally balanced budget matches ongoing expenditures to the annual ongoing revenues by individual fund, rendering an ongoing sustainable budget. MCWRA recognizes that a transition period will be required to achieve a structurally balanced budget. The Agency is working on interim and long-term strategic plans to meet County Fiscal Guidelines where fund balances are not used to sustain ongoing operations. The strategic plan will consider organizational restructuring with a focus on service level and financial sustainability, as well as fund balance growth and positive cash balances. Staff positions for the FY 2015-16 Recommended Budget are 50 positions.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|----------------------------------|
| 3.1 | Issue RFP | October 1, 2015 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, October 13, 2015 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, October 29, 2015 |
| 3.4 | Estimated Notification of Selection | November 2015 |
| 3.5 | Estimated AGREEMENT Date | January 2016 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County: **Gina Encallado**
Deputy Purchasing Agent/Management Analyst
 1488 Schilling Place
 Salinas, CA 93901
 PHONE: (831) 796-1336
 FAX: (831) 755-4969
 Email: EncalladoGL@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County or Agency officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 The Agency's Board of Directors recommends tasks to be broken down into Phases as seen below.

Phase 1 - Review of Agency Benefit Assessments including Flood Zones:

- Cost of service analysis and verification of current assessments and water rate structures. Check whether assessments match the resulting benefits.
- Evaluate the adequacy of projected revenues under existing assessments and rates to meet projected revenue requirements.

- Compare WRA Funding streams to similar agencies in California and recommend best practice
- Conduct 5 meetings with a Stakeholder group to review assessments and resulting benefits.

Phase 2 - Consider Capital Costs & Develop Financing Options.

- Review of proposed capital projects and estimated construction and associated future operating costs and benefits of those projects
- Develop financing plans that produce revenues adequate to meet financial needs while recognizing grant opportunities, customer costs of service and local and state policy considerations such as Proposition 218.
- Conduct 5 meetings with a Stakeholder group to review assessments and resulting benefits.

Phase 3 - Results of Phase 1 & 2 above which includes:

- Recommend a sound financial plan covering a five-year period for both ongoing operations and planned capital improvements
- Conduct 5 meetings with a Stakeholder group to review assessments and resulting benefits.

- 5.3 CONTRACTOR shall propose, along with all of the above, additional tasks to the scope of work they deem necessary or beneficial to the AGENCY.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT (s) will be for a period of one (1) year with the option to extend the AGREEMENT for one additional one (1) year period, for a maximum of a two (2) year AGREEMENT.

6.1.1 AGENCY is not required to state a reason if it elects not to renew.

- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

- 6.3 The AGREEMENT shall contain a clause that provides that AGENCY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Package Layout: Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED SCOPE-OF-WORK
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	PRICING (ATTACHMENT A)
Section 5	EXCEPTIONS
Section 6	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda: (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2 Proposed Scope-Of-Work:

Submit proposed Scope of Work as found in Section 5.0 of this Proposal.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least two (2) similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the AGENCY will conduct reference checks using this information.

Section 4, Pricing:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Section 5, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submission of an Exception does not obligate the AGENCY to revise the terms of the RFP AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10554”. In addition, submit one (1) electronic version of the entire proposal package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets,

- brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the AGENCY Seal shall not be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10554 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to AGENCY at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by AGENCY ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. AGENCY reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its

own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- 8.6 Ownership: All submittals in response to this solicitation become the property of the AGENCY. If a CONTRACTOR does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the AGENCY to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, the following:
- 9.2.1 Ability of the CONTRACTOR to demonstrate direct experience providing Financial Consulting Services in accordance to the identified Scope-of-Work within this RFP.
 - 9.2.2 Competitive pricing most favorable to the AGENCY as per Attachment-A Pricing Schedule.
 - 9.2.3 Client References.
 - 9.2.4 Responsiveness to the specific service requirements listed in RFP #10554.
 - 9.2.5 Proven ability for timeliness
- 9.3 AGREEMENT award(s) will not be based on cost alone.
- 9.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the AGENCY an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 9.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the AGENCY, best serves the overall interest of the AGENCY.
- 9.6 The award made from this RFP may be subject to approval by the Monterey County Board of Supervisors.

10.0 PRICING

- 10.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 10.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 10.3 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 10.3.1 Purchase order number under which the invoice is to be charged,
 - 10.3.2 Services provided,
 - 10.3.3 Dates of services,
- 10.4 Proposals should include any early discounts and/or incentives offered.

12.0 CONTRACT AWARDS

- 12.1 No Guaranteed Value: AGENCY does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation
- 12.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the Monterey County Board of Supervisors.
- 12.3 Interview: AGENCY reserves the right to interview selected CONTRACTOR(s) before a contract or tentative award is made or announced. The costs of attending any interview session are the CONTRACTOR'S responsibility.
- 12.4 Incurred Costs: AGENCY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 12.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 12.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of AGENCY, best serves the overall interest of the AGENCY.

13.0 SEQUENTIAL CONTRACT NEGOTIATION

- 13.1 AGENCY will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of the AGENCY, and

which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either AGENCY or CONTRACTOR, AGENCY may pursue contract negotiations with the entity that submitted a Proposal which AGENCY deems to be the next best qualified to provide the services, or AGENCY may issue a new solicitation or take any other action which it deems to be in its best interest.

14.0 AGREEMENT TO TERMS AND CONDITIONS

- 14.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with AGENCY for the provision of the requested service. The AGREEMENT shall be written by AGENCY in a standard format approved by Agency Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. AGENCY may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

15.0 COLLUSION

- 15.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

16.0 RIGHTS TO PERTINENT MATERIALS

- 16.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the AGENCY when received by the AGENCY and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The AGENCY will not disclose proprietary information to the public, unless required by law; however, the AGENCY cannot guarantee that such information will be held confidential.

SIGNATURE PAGE AND ATTACHMENTS

DRAFT

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10554
ISSUE DATE: Thursday, October 1, 2015



RFP TITLE: FINANCIAL CONSULTING SERVICES- WATER RESOURCE AGENCY

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON THURSDAY, OCTOBER 29, 2015

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Gina L. Encallado, EncalladoGL@CO.MONTEREY.CA.US, (831) 796-1336

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.0 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

ATTACHMENT A - PRICING

Phase I – Review of Agency Benefit Assessments \$ _____

Phase II – Consider Capital Costs & Develop Financing Options \$ _____

Phase III – Results of Phase I and II \$ _____

Additional recommendations \$ _____

CONTRACTOR may submit additional pages and further breakdown for pricing.

DRAFT

**MONTEREY COUNTY WATER RESOURCES AGENCY
BOARD OF DIRECTORS – FINANCE COMMITTEE**

MEETING DATE:	October 9, 2015	AGENDA ITEM:	
AGENDA TITLE:	Consider approving a Professional Services Agreement with JDH Corrosion Consultants, Inc., in the amount of \$36,235, to provide testing and evaluation services, training, and as-needed corrosion engineering consultation services for the Castroville Seawater Intrusion Project (CSIP) and Salinas River Diversion Facility (SRDF) through June 30, 2017; and, authorizing the General Manager to execute the Agreement.		
Consent ()		Action (X)	
Information ()			
SUBMITTED BY:	Chris Moss	PREPARED BY:	Manuel Saavedra
PHONE:	(831) 755-4860	PHONE:	(831) 755-4860
DEADLINE FOR BOARD ACTION:		October 26, 2015	

RECOMMENDED BOARD ACTION:

Approve a Professional Services Agreement with JDH Corrosion Consultants, Inc., in the amount of \$36,235 to provide testing and evaluation services, training, and as-needed corrosion engineering consultation services for the Castroville Seawater Intrusion Project (CSIP) and Salinas River Diversion Facility (SRDF) through June 30, 2017; and, authorize the General Manager to execute the Agreement.

SUMMARY:

This Board action approves an Agreement with JDH Corrosion Consultants, Inc., to provide testing and evaluation services, training, and as-needed corrosion engineering consultation services for CSIP and SRDF through June 30, 2017. The maximum payable under this Agreement is \$36,235 with \$34,756 from Fund 131 and \$1,479 from Fund 134.

DISCUSSION/ANALYSIS:

The Monterey County Water Resources Agency is responsible for maintaining the CSIP and SRDF cathodic protection systems that protect the steel pipelines from corrosion. A cathodic protection system (system) is tested and surveyed (survey) periodically to confirm that the system is providing adequate corrosion protection to the pipelines. Additionally, as part of the survey, passive anodes protecting isolated steel pipe segments, and foreign pipe crossings and casings are also evaluated. The CSIP cathodic protection system was last evaluated in 2001, and the SRDF was evaluated in 2010. The CSIP cathodic protection system consists of 47 impressed current rectifiers with sacrificial anodes, and 350 corrosion monitoring stations for approximately 30 miles of pre-tensioned mortar lined and coated steel pipe, and 1500 feet of epoxy coated and lined steel pipe. The SRDF cathodic protection system consists of two impressed current rectifiers with sacrificial anodes, and six corrosion monitoring stations for approximately 6000 feet of cement mortar lined and coated steel pipe.

In July 2015, a Request for Proposal (RFP) was released for corrosion engineering services. Five corrosion engineering firms were solicited, only JDH Corrosion Consulting, Inc., submitted a proposal in response to the RFP. Staff reviewed the proposal and found it to be responsive to what

was requested in the RFP. It is recommended that this Agreement be approved with JDH Corrosion Consulting, Inc.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

The Agency's FY 2015-16 Adopted Budget has sufficient funds appropriated to cover this Agreement in the amount of \$34,756 paid from Fund 131- CSIP Operations and Maintenance and \$1,479 paid from Fund 134- SRDF Operations and Maintenance.

FINANCIAL IMPACT:	YES (X) \$36,235 NO ()
FUNDING SOURCE:	Fund 131 - CSIP Operations and Maintenance - \$34,756. Fund 134 - SRDF Operations and Maintenance - \$1,479.
COMMITTEE REVIEW AND RECOMMENDATION:	
ATTACHMENTS:	1. Board Order. 2. Professional Services Agreement with JDH Corrosion Consultants, Inc.
APPROVED:	 <hr/> General Manager Date



*Before the Board of Directors of the Monterey County Water Resources Agency
County of Monterey, State of California*

BOARD ORDER No. 15-

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH)
JDH CORROSION CONSULTANTS, INC., IN THE AMOUNT OF)
\$36,235 TO PROVIDE TESTING AND EVALUATION SERVICES,)
TRAINING AND AS-NEEDED CORROSION ENGINEERING)
CONSULTATION SERVICES FOR THE CASTROVILLE SEAWATER)
INTRUSION PROJECT (CSIP), AND SALINAS RIVER DIVERSION)
FACILITY (SRDF) THROUGH JUNE 30, 2017; AND, AUTHORIZE)
THE GENERAL MANAGER TO EXECUTE THE AGREEMENT)

Upon motion of Director _____, seconded by Director _____, and carried by those members present, the Board of Directors hereby:

1. Approves a Professional Services Agreement with JDH Corrosion Consultants, Inc., in the amount of \$36,235 to provide testing and evaluation services, training, and as-needed corrosion engineering consultation services for the Castroville Seawater Intrusion project (CSIP), and Salinas River Diversion Facility (SRDF) through June 30, 2017, payable as follows:

 - \$34,756 from Fund 131- CSIP Operations & Maintenance
 - \$ 1,479 from Fund 134 - SRDF Operations & Maintenance
 - \$36,235 Total; and,
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED on this 26th day of **October 2015**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

BY: Claude Hoover, Chair
Board of Directors

ATTEST: David E. Chardavoyne
General Manager

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

This is a multi-year agreement between the Monterey County Water Resources Agency, hereinafter called "Agency," and JDH Corrosion Consultants Inc., a California Corporation, hereinafter called "CONTRACTOR".

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **Employment of CONTRACTOR.** Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibit A, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the **Scope of Work/Work Schedule set forth in Exhibit A:**

- (a) The scope of work is briefly described and outlined as follows:
 - 1. **Test and evaluate the Castroville Seawater Intrusion Project (CSIP) and Salinas River Diversion Facility (SRDF) corrosion protection system.**
 - 2. **Train staff to evaluate and test the CSIP and SRDF corrosion protection systems.**
 - 3. **Provide as-needed corrosion engineering consultation services.**
- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
- (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. **Term of Agreement.** The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and will terminate on June 30, 2017 unless earlier terminated as provided herein.

3. **Payments to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is Thirty-six thousand two hundred thirty-five dollars. (\$ 36,235).

4. Monthly Invoices by CONTRACTOR; Payment.

- (a) CONTRACTOR shall submit to Agency an invoice, in a format approved by Agency, setting forth the amounts claimed by CONTRACTOR, together with an itemized basis for such amounts, and setting forth such other pertinent information Agency may require. CONTRACTOR shall submit such invoice monthly or as agreed by Agency, but in no event shall such invoice be submitted later than 30 days after completion of CONTRACTOR's work hereunder. Agency shall certify the claim if it complies with this contract and shall promptly submit such claim to the Monterey County Auditor-Controller, who shall pay the certified amount within 30 days after receiving the invoice certified by Agency. It is understood and agreed that CONTRACTOR shall complete all work described in Exhibit A for an amount not exceeding that set forth above, notwithstanding CONTRACTOR's submission of periodic invoices.
- (b) CONTRACTOR agrees that Agency may withhold ten percent (10%) of the amount requested by CONTRACTOR from any progress payment, until such time as all goods and services are received in a manner and form acceptable to Agency.
- (c) If, as of the date of execution of this Agreement, CONTRACTOR has already received payment from Agency for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward Agency's maximum liability set forth above.
- (d) CONTRACTOR shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. Indemnification

5.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

5.2 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subCONTRACTORS, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

5.3 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subCONTRACTORS or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

6. Insurance.

6.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contact, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the Agency. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

6.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent CONTRACTORS, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

6.4 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subCONTRACTOR, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subCONTRACTOR showing each subCONTRACTOR has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator, showing that the CONTRACTOR has in effect the

insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator. If the certificate is not received by the expiration date, Agency shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.

7. Maintenance of Records. CONTRACTOR shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. CONTRACTOR shall retain all such records for at least five years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. Right to Audit at Any Time. Agency officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of CONTRACTOR or its subCONTRACTORS relating to this Agreement. Government Code Section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of \$10,000.

9. Confidentiality; Return of Records. CONTRACTOR and its officers, employees, agents, and subCONTRACTORS shall comply with all federal, State and local laws providing for the confidentiality of records and other information. To the extent permitted by applicable law and regulations, CONTRACTOR shall maintain confidentiality with respect to Agency's well database and other water use data. CONTRACTOR shall not disclose any confidential information received from Agency or prepared in connection with the performance of this Agreement without the express permission of Agency. CONTRACTOR shall promptly transmit to Agency all requests for disclosure of any such confidential information. CONTRACTOR shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out CONTRACTOR's obligations hereunder. When this Agreement expires or terminates, CONTRACTOR shall return to Agency all records, which CONTRACTOR utilized or received, from Agency to perform services under this Agreement.

10. Termination. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. Agency may terminate this Agreement at any time for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes, without limitation, the failure of CONTRACTOR to perform the required services at the time and in the manner provided herein. If Agency terminates this Agreement for good cause, Agency may be relieved of the payment

of any consideration to CONTRACTOR, and Agency may proceed with the work in any manner, which it deems proper. Costs incurred by Agency thereby shall be deducted from any sum due CONTRACTOR.

11. Amendments and Modifications. No modification or amendment of this agreement shall be valid unless it is set forth in writing and executed by the parties.

12. Non-discrimination. Throughout the performance of this Agreement, CONTRACTOR will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. Independent CONTRACTOR. In its performance under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not an employee of Agency. No offer or obligation of employment with Agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from Agency any form of benefits accorded to employees including without limitation leave time, health insurance, workers compensation coverage, disability benefits, and retirement contributions. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including without limitation federal and State income taxes and social security arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold harmless Agency from any and all liability, which Agency may incur because of CONTRACTOR's failure to make such payments.

14. Delegation of Duties; Subcontracting. CONTRACTOR is engaged by Agency for its unique qualifications and abilities. CONTRACTOR may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to CONTRACTOR's employees is contemplated herein. No work shall be subcontracted without the written consent of Agency, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, CONTRACTOR shall continue to be liable to Agency for the performance of all work hereunder. CONTRACTOR shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without Agency's prior written consent.

15. Agency's Rights in Work Product. All original materials prepared by CONTRACTOR in connection with its work hereunder -- including but not limited to computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives -- shall be the property of Agency and shall be delivered to Agency prior to final payment. CONTRACTOR may utilize any existing materials developed by CONTRACTOR prior to commencement of work under this Agreement, which materials shall remain the property of CONTRACTOR.

16. Compliance with Terms of Federal or State Grant. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which Agency is the grantee, CONTRACTOR shall comply with all provisions of such grant applicable to CONTRACTOR's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. Conflict of Interest. CONTRACTOR warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. Governing Laws. This Agreement is entered into in the County of Monterey, State of California, and shall be construed and enforced in accordance with the laws of the State of California. The parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

19. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

20. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. Waiver. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. Successors and Assigns. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

23. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on Contactor's behalf in the performance of this Agreement.

24. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

25. Time is of the Essence. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. Contract Administrators. CONTRACTOR's designated principal responsible for administering CONTRACTOR's work under this Agreement shall be J. Darby Howard, Jr.; Agency's designated administrator of this Agreement shall be Manuel Saavedra.

27. Notices. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the U.S. Postal Service. CONTRACTOR shall give Agency prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

TO AGENCY

Name: Manuel Saavedra

Address:

PO Box 930 Salinas, CA 93902

Telephone: (831) 755-4860

Fax: (831) 424-7935

E-Mail: saavedram@co.monterey.ca.us

TO CONTRACTOR

Name: J. Darby Howard, Jr.

Address:

1100 Willow Pass Court Concord, CA 94520

Telephone: (925) 927-6630

Fax: (925) 927-6630

E-Mail: dhoward@jdhcorrosion.com

28. Electronic Deliverables. Where feasible, all reports, documents and other printed information provided to the Agency pursuant to this Agreement shall be submitted in both written and Electronic formats in accordance with the specifications listed in Exhibit C.

29. Non-exclusive Agreement. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

30. Execution of Agreement. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Scope of Work / Work Schedule

Exhibit B - Payment Provisions

32. Entire Agreement --As of the effective date of this Agreement, this document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

IN WITNESS WHEREOF, Agency and CONTRACTOR execute this agreement as follows:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR

BY:

BY:

David E. Chardavoyne
General Manager

Type Name: _____
Title: _____

Date:

Date:

BY:

Type Name: _____
Title: _____

Date:

MONTEREY COUNTY WATER RESOURCES AGENCY
AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS AND/OR DESIGN PROFESSIONALS

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

JDH Corrosion Consultants, Inc.)

Agreement/Amendment No # ()

Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated: _____

Dated: _____

Risk Management:

Auditor-Controller:

Dated: _____

Dated: _____

Exhibit A

Scope of Work and Work Schedule

Introduction:

JDH Corrosion Consultants, Inc., (Contractor) shall provide the following Scope of Work related to the testing and evaluation of the Castroville Seawater Intrusion Project (CSIP), and Salinas River Diversion Facility (SRDF) corrosion protection systems.

TASK 1. CORROSION PROTECTION SYSTEM TESTING AND EVALUATION

This task may include, but is not limited to the following:

- Determine existing operation of the rectifiers, anode beds, test stations and insulating joints and determine if adequate protection potentials and insulation is occurring.
- Evaluate the CSIP and SRDF impressed current systems for interference on foreign pipelines.
- Prepare an evaluation report of the CSIP and SRDF corrosion protection systems. The report will include field data, evaluation and testing results, conclusions, and will provide recommendations for action, as appropriate. Applicable cathodic protection standards and appropriate technical references and information shall be included in an appendix to the report. The report will be submitted initially as a draft; after receiving and incorporating Agency comments, the report will be submitted in final form.
- As needed, adjust output of the rectifiers to meet appropriate protection standard(s).

All testing and evaluation work completed by the Contractor shall be in accordance with the latest standards of the National Association of Corrosion Engineers (NACE).

Deliverables:

- a) Draft report on the Corrosion System Testing and Evaluation of the CSIP and SRDF, three (3) copies. **Due by November 13, 2015.**
- b) Final report on the Corrosion System Testing and Evaluation of the CSIP and SRDF, three (3) bound copies and one (1) unbound, single sided copy. **Due by December 18, 2015.** GPS sub-meter coordinate data of the CSIP and SRDF cathodic protection system components shall be provided as an ESRI ArcGIS® Shapefile in the NAD 1983 State Plane California IV FIPS coordinate system.

Note: The majority of the cathodic protection system test stations are located along dirt farm roads that are prone to muddy conditions, inclement weather conditions may extend the time required to complete the fieldwork.

Exhibit A

TASK 2. OPERATOR TRAINING

- Contractor shall conduct two (2) days of field work with Agency staff performing corrosion protection systems tests and evaluations.
- Contractor shall conduct up to three (3) hours of “classroom” time with Agency staff to review the corrosion protection system tests and evaluation results.

TASK 3. AS-NEEDED CORROSION ENGINEERING CONSULTATION

- On an as-needed basis, the Contractor shall provide corrosion engineering consultation services.

Exhibit B

Payment Provisions

PAYMENT:

For the Scope of Work defined in Exhibit A, Agency shall pay Contractor on a time and expense basis an amount not to exceed \$36,235. Payable costs shall be the sum of direct labor costs, other direct costs and sub-consultant mark-up as defined below. If Contractor time and expense costs necessary to complete the Scope of Work defined in Exhibit A are less than \$36,235, the Agency enjoys the savings. If Contractor requires time and expense to complete the Scope of Work defined in Exhibit A are over and above \$36,235, the maximum amount payable to Contractor remains \$36,235. Budget detail is shown on page 3.

Direct Labor Costs: are the hourly billing rate, per the Direct Labor Rate Schedule herein, times the number of hours worked by the personnel.

Other Direct Costs: are identifiable costs necessarily incurred by Contractor to complete the Scope of Work defined in Exhibit A. Other Direct Costs include, but are not limited to, travel and subsistence expenses, document reproduction costs, and postal costs. Other Direct Costs shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Contractor is entitled to mark-up their Other Direct Costs by a multiplier of 1.10 (10%). Automobile mileage will be reimbursable at the IRS approved rate.

Sub-Contractor Mark-up: is the percentage multiplier designated for each sub-Contractor times the sum of sub-Contractor direct labor and other direct charges. All sub-Contractor mark-up multipliers shall not exceed 1.10 (10% mark-up).

Exhibit B

DIRECT LABOR RATE SCHEDULE:

The Direct Labor Rate Schedule herein shall be valid for a twelve-month period, beginning January 1, 2015. The hourly billing rate schedule and other direct costs chargeable to the project may be modified as agreed by Agency and Contractor after said period of time. The parties shall agree to such modifications in writing as an Amendment to the Agreement.

Personnel Charges

Principal Corrosion Engineer
Senior Corrosion Engineer
Corrosion Design Specialist
Corrosion Project Supervisor
Project Engineer
Corrosion Technician
Field Technician
Drafting/AutoCad
Word Processing/Computer

Rate Per Hour

\$220.00
\$205.00
\$185.00
\$175.00
\$165.00
\$135.00
\$115.00
\$ 88.00
\$ 70.00

Litigation

Depositions & Mediations (4 hour min. charge)
Court Appearance (4 hour min. charge)

\$330.00
\$395.00

Project-related expenses are charged as follows:

Subsistence (Room and Meals)
Mileage
Travel (Airfare, etc.)
Reproduction, Outside Testing & Consulting Services

Cost
Current IRS Standard Mileage Rate
Cost
Cost + 5%

Exhibit B

INVOICES:

Invoices may be submitted monthly. Invoices shall include the direct labor costs by individual and task, showing the individual's hours charged, hourly rate and total amount charged to each task. Other direct charges shall be added to the sum of the direct labor costs by task. Other Direct Charges shall be accounted for in each invoice by submittal of receipts for such costs and description of their necessity. Percent of task completion shall be included on each invoice.

NOTIFICATION:

When, during performance of the work, Contractor incurs 75 percent of the total Task cost allotted to a Task, Contractor shall so notify the Agency to that effect. If Consultant has reason to believe that the costs which it expects to incur to finish the Task, when added to the costs previously incurred, will exceed the total Task cost Contractor shall so notify the Agency to that effect. The notice shall state: (1) the estimated amount of additional funds required to complete the Task; (2) justification for the need for additional funds; and (3) the estimated date Contractor expects its total costs incurred to meet the total Task cost.

BUDGET DETAIL:

		Hourly Rate:	\$220	\$205	\$165	\$135		
Task No.	Description	Principal	Sr. Corrosion Engineer	Project Engineer	Corrosion Technician	Expenses	Cost Estimate	
1a.	Check Rectifiers & Preliminary Adjustments				40	\$500	\$5,900	
1b.	Conduct Cathodic Protection Survey			8	80		\$12,120	
1c.	Make Adjustments as Necessary				40		\$5,400	
1d.	Prepare Report	4	8	8	16		\$6,000	
2	Provide Training to Staff		16				\$3,280	
3	Provide "As-needed" Consulting Services		10	9			\$3,535	
	Total:	4	34	25	176	\$500	\$36,235	

