

KINNELOA IRRIGATION DISTRICT
Regular Meeting – Board of Directors
1999 Kinclair Drive, Pasadena, CA 91107
Tuesday, November 20, 2018
3:00 P.M.

AGENDA

- 1. CALL TO ORDER – 3:00 P.M.**
 - a. Declaration of a quorum
 - b. Review of agenda

- 2. PUBLIC COMMENT –** Comments from the Public regarding items on the Agenda or other items within the jurisdiction of the District
In compliance with the Brown Act, the Board cannot discuss or act on items not on the Agenda. However, Board Members or District Staff may acknowledge Public comments, briefly respond to statements or questions posed by the Public, ask a question for clarification, or request Staff to place item on a future Agenda (Government Code section §54954.2)

- 3. CAPACITY CHARGE AND DEVELOPMENT FEES –** Discussion by General Manager, Attorney and the Board
*Recommended Action: Review General Manager’s memo, get input from the District’s attorney and provide direction to staff regarding possible changes to the District’s **Rules and Regulations** and/or rates and charges for these items*

- 4. REVIEW OF MINUTES –** October 16, 2018 minutes
Recommended Action: Review and approve motion to file

- 5. REVIEW OF FINANCIAL REPORTS –** October 31, 2018 financial reports
Recommended Action: Review and approve motion to file

- 6. LOS ANGELES COUNTY WATER AGENCY MUTUAL ASSISTANCE AGREEMENT –** Public Water Agency Group
Recommended Action: Review agreement and approve motion to authorize General Manager to sign agreement

- 7. GENERAL MANAGER’S REPORT –** Information item by General Manager
Recommended Action: General Manager to summarize the report and respond to questions

- 8. DIRECTOR REPORTS AND/OR COMMENTS –** In accordance with Government Code §54954.2 Directors may make brief announcements or brief reports on their own activities. Directors may ask a question for clarification, provide a reference to staff or other resources for information, request staff to report back to the Directors at a subsequent meeting, or act to direct staff to place a matter of business on a future agenda.

- 9. CALENDAR –** December 18, 2018
January 15, 2019
February 19, 2019

10. ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a disabled person and need a disability-related modification or accommodation to participate in this meeting, please contact the District office 48 hours prior to the meeting at 626-797-6295. Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Material related to an item on this agenda submitted after distribution of the agenda packet is available for public review at the District office or online at the District’s website <https://kinneloairrigationdistrict.info>.



Memo

Date: September 28, 2018
 To: Board of Directors
 From: Mel Matthews
 Subject: Capacity Charge and Development Fees
 Recommended Action: Discuss and provide direction to staff

Background

The District has a **Capacity Charge** as set forth in Appendix C of the District's **Rules and Regulations** for each new connection for a parcel that has not previously had water service from the District. This charge is in addition to the charge for installation of a new water service connection and meter and partially compensates the District and its customers for water system improvements in prior years that also benefit the new customer. The law requires that the District follow a specific procedure in instituting such a charge. Among the things required is an adequate investigation which would establish the need for the improvements and the connection between the improvements constructed and the benefit rendered to future residential construction.

On May 15, 1990 the Board of Directors passed Resolution 90-5-15 that authorized the General Manager to order an engineering study by ASL Consulting Engineers regarding the following:

1. The amount expended by the District for such purposes from January 1, 1987 through May 15, 1990
2. The facilities built or improved through such expenditure of District funds
3. The relationship between the type of facilities built or improved and water service to parcels presently undeveloped with the District, but which may later be developed
4. The need for the facilities built or improved to service parcels presently undeveloped within the District, but which may later be developed

On July 2, 1990 the District received the Engineering Study for ASL identifying the improvements, estimating the expense to the District at \$90,000 and the number of dwelling units that would be constructed over a 10-year period to be 30. Therefore, the **Capacity Charge** was calculated to be \$3,000 per dwelling. Although we are well beyond the ten-year period, the District has been collecting this charge on all new water service connections since 1990 including providing connections to parcels that were sub-divided. Additionally, owners and developers that

required new and improved facilities to provide in-development infrastructure and/or increased fire flow and/or storage were required to pay all or a portion of those construction costs. The most-recent major development in the District was Kinneloa Ridge where the developer paid for approximately \$1M in improvements. The only remaining area of major development is the 13-acre parcel on Doyne Road. Under District policy, if the Doyne project had been started within 5 years, the Ridge Developer would have received refund of a portion of the development charge since some of the improvements made also benefited the Doyne project. Since the project was not developed, the District retained 100% of those fees. Development of this parcel has been proposed by several owners and developers over many decades and its status is unknown at the time I am writing this memo. However, the original subdivision (Tract no. 44323) containing 8 lots has been reduced to single-family homes on two parcels with private driveways and no dedicated streets and other infrastructure. Therefore, the previous draft developer agreement with the prior owner is no longer applicable and a new agreement might be necessary depending on the requirements for the new project when it proceeds. The remaining parcels identified in the 1990 report are single vacant lots throughout the District.

Summary and Discussion

By law, **Capacity Charges and Development Fees** cannot be arbitrary or used to encourage or discourage development. There must be a cost basis for the impact on the District and the fees must be justified to be fair to future customers/property owners and compensate the District and current customers for previous investment to improve the system that benefits the new customers/property owners. The Board needs consider the following if a new capacity charge is desired or fairly dividing the costs for improvement projects between the District and the property owner:

1. If the Board wants to increase the **Capacity Charge**, a study of projects completed between 1990 and the present will be needed to determine which projects benefit the remaining undeveloped parcels and what portion of each project was paid by the District and not reimbursed by the developer/owner.
2. Each future project will need to be analyzed to determine the fair and reasonable proportion of benefits between the developer/owner and the general benefit to the District and its customers. **Development Fees** need to be based on the proportional cost of providing past and future system improvements that exclusively benefit the undeveloped parcel versus vs. the general benefit to the District or the specific pressure zone serving the parcel.

The determination of fair and reasonable charges is a difficult and time-consuming process. In some cases, especially for smaller projects, the staff has simply charged the owner 100% of the cost. For example, increased fire flow can sometimes be provided by replacing the fire hydrant and its lateral supply line from the water main. We generally have charged the owner 100% of the cost even though the new fire hydrant also benefits the neighbors near his property. In other cases, like most of our pipeline projects, the KID has paid 100% of the cost to increase water main size and install new fire hydrants because the project was beneficial to many customers.

Finally, there is the example of the \$408,354 Sierra Madre Villa/Barhite pipeline project to increase fire flow where a portion of the project bid items was paid 100% by the KID, another portion 100% by the owner, another portion split 50%/50% and the remaining portion split 65% for the KID and 35% by the owner. The net result was that the owner paid for approximately 55% of the total project cost. This splitting of the costs was based on the staff and engineer's proposal and agreed to by the owner. This is the first and only project of this magnitude where an owner and existing customer of a single parcel has agreed to share a cost of this magnitude even though all the customers in the project area benefited from the project.

Conclusion

The KID's **Rules and Regulations** is the document which describes and establishes the **Capacity Charge** and the relationship between the District and the Customer/Owner/Developer and any applicable **Development Fees** and other charges. I am currently working on Revision 12 of this document and I want to incorporate any additions, changes or clarifications regarding the subjects contained in this memo after discussion by the Board.

KINNELOA IRRIGATION DISTRICT
Regular Meeting – Board of Directors
1999 Kinclair Drive, Pasadena, CA 91107
Tuesday, October 16, 2018
3:00 p.m.
Minutes

DIRECTORS PRESENT: Tim Eldridge, Frank Griffith, Gordon Johnson, Gerrie Kilburn and Bill Opel

DIRECTORS ABSENT: None

STAFF PRESENT: Melvin Matthews, General Manager/Acting Board Secretary; Donna Eggehorn, Administrative Assistant; Chris Burt, Sr. Facilities Operator

1. CALL TO ORDER: Chair Frank Griffith called the meeting to order at 3:00 p.m. A quorum of Board Members was present. The Agenda was reviewed, and no changes were requested.

2. PUBLIC COMMENT: No members of the public were present.

3. ACWA JPIA PRESENTATION: Andy Sells, Chief Executive Officer of ACWA JPIA gave a presentation on the insurance programs offered for Kinneloa Irrigation District.

4. REVIEW OF MINUTES: The minutes of September 18, 2018 were reviewed. Director Opel requested to **remove the comma after Chair Frank Griffith** under Item #1. Call to Order and change **“and were shown to be reasonable in comparison”** to **“appeared comparable”** in Item #7 2019 Budget.

Motioned/seconded Opel/Griffith and approved by a vote of 5-0
Ayes-Eldridge, Griffith, Johnson, Kilburn, Opel/Noes-0/Absent-0

5. REVIEW OF FINANCIAL REPORTS: Director Opel reviewed the financial reports for September 30, 2018, highlighting that the District had increased water sales as compared to the budget, that operations and maintenance expenses were lower than the budget this month and that the net increase in cash was higher than the budgeted amount.

Motioned/seconded Eldridge/Kilburn and approved by a vote of 5-0
Ayes-Eldridge, Griffith, Johnson, Kilburn, Opel/Noes-0/Absent-0

6. GENERAL MANAGER’S REPORT: The General Manager and Board reviewed the report and highlighted the follow items and answered questions from the Directors:

Accounting - Continued training for staff on Sage accounting system

KID Rules and Regulations - Continued project to revise and update this document

Emergency Preparedness - Participated in the training provided by Public Water Agency Group (PWAG) Emergency Preparedness Group on the Incident Command System (ICS), Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS)

Computer/Software Maintenance - Continued to provide IT support including security/software updates, backups and maintenance

California Special District Conference (CSDA) – Attended several sessions at the conference to enhance leadership and practices

KINNELOA IRRIGATION DISTRICT
Regular Meeting – Board of Directors
Tuesday, October 16, 2018
Minutes

Automated Meter Reading – Met with representatives from Badger Meter to discuss the path forward regarding new technologies to collect data and the planned discontinuance of current products

ACWA JPIA – Received a 9% rate decrease for its members by the Liability Committee and the Executive Committee

List of Assembly Bills – Legislative report lists bills of interest passed or vetoed in favor of water agencies

7. PERSONNEL COMMITTEE: Director Johnson distributed a draft of the Annual Performance Review for General Manager to the Board for review. Director Opel requested to use a checkmark under “Meets Expectations” on page 2, change the bullets to numbers, and move #4 bullet to #1 position.

Motioned/Seconded Kilburn/Opel and approved by a vote of 5-0
Ayes-Eldridge, Griffith, Johnson, Kilburn, Opel/Noes-0/Absent-0

8. CAPACITY CHARGE AND DEVELOPMENT FEES: The General Manager reviewed his memo to the Board regarding possible changes to the District’s **Rules and Regulations** and/or rates and charges for new connections on parcels that have not previously had water service from the District. Discussion ensued on procedures to charge included: determine benefit to customer, sub-divided parcels, list conditions that are provided, development fees, dividing costs between customers as well as including auxiliary dwelling units on parcels. The General Manager will ask our attorney to review current regulations on establishing these charges and fees and request that he attend the next meeting for a continued discussion on this item.

9. DIRECTOR REPORTS AND/OR COMMENTS: The Board discussed meeting procedures for the upcoming Public Hearing. The General Manager will present the recommended project list for 2019 at a future meeting.

10. CALENDAR: The next regular meeting will be at 3:00 p.m. on Tuesday, November 20, 2018.

11. ADJOURNMENT: The meeting was adjourned at 5:00 p.m.

Prepared by:

Donna Eggehorn, Administrative Assistant

Reviewed and submitted by:

Melvin L. Matthews

Acting Secretary to the Board

Kinneloa Irrigation District
Income Statement for the Ten Months Ending October 31, 2018

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues						
4000 Water Sales	138,861.36	109,000.00	29,861.36	1,364,977.87	1,192,000.00	172,977.87
4015 Wholesale Water Sales	15,722.83	18,750.00	(3,027.17)	34,620.53	37,500.00	(2,879.47)
4020 Service/Installation Charges	690.46	833.33	(142.87)	17,870.46	8,333.30	9,537.16
4035 Interest-Reserve Fund	3,095.74	833.33	2,262.41	21,196.59	8,333.30	12,863.29
4070 Misc. Income	0.00	0.00	0.00	10,844.53	0.00	10,844.53
Total Revenues	158,370.39	129,416.66	28,953.73	1,449,509.98	1,246,166.60	203,343.38
Expenses						
5000 Leased Water Rights	0.00	0.00	0.00	63,135.00	63,135.00	0.00
5005 Electricity	10,313.62	10,000.00	313.62	101,300.17	100,000.00	1,300.17
5010 Maintenance/Repair Supplies	1,832.68	2,083.33	(250.65)	25,975.60	20,833.30	5,142.30
5011 Material and Labor for Install	815.88	833.33	(17.45)	1,480.77	8,333.30	(6,852.53)
5012 Safety Equipment	108.37	133.33	(24.96)	231.23	1,333.30	(1,102.07)
5015 Operations Labor	16,217.36	15,616.67	600.69	137,495.25	156,166.70	(18,671.45)
5016 Operations OT	755.01	666.67	88.34	6,407.00	6,666.70	(259.70)
5020 Stand-by Compensation	570.00	912.50	(342.50)	6,060.00	9,125.00	(3,065.00)
5022 Training/Certification	250.00	133.33	116.67	850.00	1,333.30	(483.30)
5025 Water Treatment/Analysis	4,141.25	1,833.33	2,307.92	17,394.96	18,333.30	(938.34)
5030 Maintenance/Repair Contractors	5,861.90	10,416.67	(4,554.77)	97,438.26	104,166.70	(6,728.44)
5034 Equipment Maintenance	0.00	833.33	(833.33)	7,999.03	8,333.30	(334.27)
5035 Vehicle Maintenance	106.87	833.33	(726.46)	7,725.87	8,333.30	(607.43)
5036 Fuel	959.79	1,250.00	(290.21)	9,976.42	12,500.00	(2,523.58)
5045 Insurance-Workers Compensatio	0.00	0.00	0.00	4,811.38	9,000.00	(4,188.62)
5046 Insurance-Liability	1,211.17	1,333.33	(122.16)	11,862.67	13,333.30	(1,470.63)
5048 Insurance-Property	144.50	208.33	(63.83)	1,477.53	2,083.30	(605.77)
5049 Insurance-Medical	6,768.83	6,375.00	393.83	63,857.61	63,750.00	107.61
6000 Engineering Services	0.00	3,958.33	(3,958.33)	4,770.00	39,583.30	(34,813.30)
6005 Watermaster Services	880.83	1,000.00	(119.17)	8,978.82	10,000.00	(1,021.18)
6015 Administrative Salary	11,489.02	11,666.67	(177.65)	111,313.44	116,666.70	(5,353.26)
6017 Administrative Travel	277.75	250.00	27.75	1,289.89	2,500.00	(1,210.11)
6020 Board Compensation	400.00	466.67	(66.67)	4,300.00	4,666.70	(366.70)
6021 Administrative & Board Expens	0.00	83.33	(83.33)	0.00	833.30	(833.30)
6022 Board of Directors Election	0.00	0.00	0.00	81.28	100.00	(18.72)
6024 Customer/Public Info. Prog.	125.00	166.67	(41.67)	1,483.06	1,666.70	(183.64)
6025 PERS - KID	(2,006.87)	2,062.50	(4,069.37)	22,747.15	20,625.00	2,122.15
6030 Social Security - KID	2,266.10	2,145.83	120.27	20,548.78	21,458.30	(909.52)
6031 Medicare - KID	529.97	516.67	13.30	4,805.77	5,166.70	(360.93)
6035 Office/Computer Supplies	166.91	583.33	(416.42)	7,192.75	5,833.30	1,359.45
6036 Postage/Delivery	300.00	416.67	(116.67)	2,383.46	4,166.70	(1,783.24)
6040 Professional Dues	863.66	1,000.00	(136.34)	8,916.68	10,000.00	(1,083.32)
6045 Legal Services	609.67	1,250.00	(640.33)	5,020.25	12,500.00	(7,479.75)
6050 Telephone	361.03	375.00	(13.97)	3,477.44	3,750.00	(272.56)
6051 Mobile Telephone	275.20	125.00	150.20	735.49	1,250.00	(514.51)
6052 Pagers	27.79	41.67	(13.88)	272.66	416.70	(144.04)

Kinneloa Irrigation District
Income Statement for the Ten Months Ending October 31, 2018

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
6053 Internet Service	59.99	83.33	(23.34)	1,084.98	833.30	251.68
6059 Computer Software Maintenance	340.00	750.00	(410.00)	14,832.25	7,500.00	7,332.25
6061 Office Equipment Maintenance	0.00	83.33	(83.33)	0.00	833.30	(833.30)
6065 Accounting Services	0.00	0.00	0.00	6,750.00	7,000.00	(250.00)
6070 Office & Accounting Labor	7,818.75	8,045.83	(227.08)	73,895.27	80,458.30	(6,563.03)
6075 Professional/Contract Services	2,497.41	1,916.67	580.74	24,874.25	19,166.70	5,707.55
6080 Administrative Fees	708.72	741.67	(32.95)	7,052.63	7,416.70	(364.07)
6081 Permits/Fees	293.00	1,250.00	(957.00)	6,721.92	12,500.00	(5,778.08)
6086 Taxes - Sales	0.00	0.00	0.00	84.00	500.00	(416.00)
6088 Interest Expense	35,094.60	35,095.00	(0.40)	71,289.66	71,348.00	(58.34)
6120 Bank Service Charges	495.63	541.67	(46.04)	5,516.57	5,416.70	99.87
Total Expenses	113,931.39	128,078.32	(14,146.93)	985,897.20	1,080,916.20	(95,019.00)
Net Income	44,439.00	1,338.34	43,100.66	463,612.78	165,250.40	298,362.38
Other Expenditures						
1511 WaterTreatment Plant	327.52	0.00	327.52	1,990.22	6,000.00	(4,009.78)
1512 Water Meters	3,416.94	0.00	3,416.94	14,860.25	4,500.00	10,360.25
1514 Computer/Office Equipment	0.00	0.00	0.00	8,034.65	5,000.00	3,034.65
1517 KID Office	0.00	0.00	0.00	538.44	0.00	538.44
1527 SCADA Equipment	0.00	0.00	0.00	29,852.82	11,000.00	18,852.82
1530 Tools	774.06	0.00	774.06	1,483.98	0.00	1,483.98
2400 Installment Purchase Agreement	65,006.38	65,006.00	0.38	128,912.30	128,854.00	58.30
Total Other Expenditures	69,524.90	65,006.00	4,518.90	185,672.66	155,354.00	30,318.66
Total Increase or (Drawdown)	(25,085.90)	(63,667.66)	38,581.76	277,940.12	9,896.40	268,043.72

Kinneloa Irrigation District

Balance Sheet as of October 31, 2018

ASSETS

Current Assets

1010	Checking-Wells Fargo Bank	\$ 718,713.85
1012	Reserve Fund-LAIF	122,547.67
1014	Reserve Fund-CalTRUST	1,152,472.57
1015	Unrealized Gain(Loss)-CalTRUST	19,624.36
1016	Accrued Interest-LAIF	767.48
1100	Accts. Receivable-Water Sales	52,806.06
1101	Accts. Receiv.-Service Charges	241.79
1102	Accts. Receiv.-Wholesale Water	15,050.44
1190	Allowance for Bad Debts	(771.48)
1200	Inventory	20,000.00
1340	Accrued Water Sales	170,958.87
1350	Prepaid Insurance	12,431.82
1360	Prepaid Expenses	22,122.80

Total Current Assets

2,306,966.23

Property and Equipment

1501	Water Rights	52,060.41
1503	Land Sites	96,700.08
1504	Water Mains	3,584,517.77
1505	Water Tunnels	729,074.60
1506	K-3 Well	89,543.06
1507	Improvement District #1	602,778.12
1508	Mountain Property	6,620.00
1509	Wilcox Well/Wilcox Booster	94,030.98
1510	Interconnections	14,203.27
1511	WaterTreatment Plant	187,388.28
1512	Water Meters	103,188.75
1513	Electrical/Electronic Equip.	256,918.72
1514	Computer/Office Equipment	75,205.63
1515	Vehicles & Portable Equipment	242,548.91
1516	Water Company Facilities	70,422.20
1517	KID Office	54,741.36
1518	Shaw Ranch	280,789.92
1519	Dove Creek Project	487,383.87
1520	Glen Reservoir/Booster	24,190.86
1521	Kinneloa Ridge Project	690,492.58
1522	Eucalyptus Booster Station	532,342.43
1526	Vosburg Booster	1,647,215.66
1527	SCADA Equipment	307,897.92
1528	Tanks and Reservoirs	119,491.90
1529	Holly Tanks	181,113.76
1530	Tools	8,295.55
1600	Accum. Depreciation	(4,587,390.02)

Total Property and Equipment

5,951,766.57

Other Assets

1901	PERS-Deferred Outflows	21,181.00
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Total Assets

\$ 8,279,913.80

Kinneloa Irrigation District
Balance Sheet as of October 31, 2018

LIABILITIES AND CAPITAL

Current Liabilities

2000	Accounts Payable	\$ 119,455.35	
2271	Deposits-Construction Meters	850.00	
2272	Job Deposits	1,800.00	
2275	Deposits-Water Customers	255.02	
2290	Accrued Vacation	14,380.60	
	Total Current Liabilities		136,740.97

Long-Term Liabilities

2400	Installment Purchase Agreement	1,868,477.35	
2801	PERS- Net Liability	322,765.50	
2901	PERS- Deferred Inflows	83,822.00	
	Total Long-Term Liabilities		<u>2,275,064.85</u>
	Total Liabilities		2,411,805.82

Capital

3040	Fund Balance	5,404,495.20	
	Net Income	463,612.78	
	Total Capital		<u>5,868,107.98</u>
	Total Liabilities & Capital		<u><u>\$ 8,279,913.80</u></u>

Kinneloa Irrigation District
Statement of Cash Flow
For the Ten Months Ended October 31, 2018

	Current Month	Year to Date
Cash Flows from Operating Activities		
Net Income	\$ 44,439.00	\$ 463,612.78
<i>Adjustments to reconcile net income to net cash provided by operating activities</i>		
1100 Accts. Receivable-Water Sales	4,846.62	(19,891.81)
1101 Accts. Receiv.-Service Charges	(617.01)	(241.79)
1102 Accts. Receiv.-Wholesale Water	(15,050.44)	(15,050.44)
1340 Accrued Water Sales	45,295.13	19,582.06
1350 Prepaid Insurance	1,355.67	(2,927.80)
1360 Prepaid Expenses	(14,662.51)	70.52
2000 Accounts Payable	89,630.15	93,531.21
2271 Deposits-Construction Meters	0.00	850.00
2272 Job Deposits	0.00	1,800.00
	110,797.61	77,721.95
Total Adjustments	110,797.61	77,721.95
Net Cash Provided by Operations	155,236.61	541,334.73
 Cash Flows from Investing Activities		
<i>Used for</i>		
1511 WaterTreatment Plant	(330.94)	(1,993.64)
1512 Water Meters	(3,416.94)	(14,860.25)
1514 Computer/Office Equipment	0.00	(8,034.65)
1517 KID Office	0.00	(538.44)
1527 SCADA Equipment	0.00	(29,852.82)
1530 Tools	(774.06)	(1,483.98)
	(4,521.94)	(56,763.78)
Net Cash Used in Investing	(4,521.94)	(56,763.78)
 Cash Flows from Financing Activities		
<i>Proceeds from</i>		
<i>Used for</i>		
2400 Installment Purchase Agreement	(65,006.38)	(128,912.30)
2801 PERS- Net Liability	(5,757.36)	(9,154.50)
	(70,763.74)	(138,066.80)
Net Cash Used in Financing	(70,763.74)	(138,066.80)
Net Increase (Decrease) in Cash	\$ 79,950.93	\$ 346,504.15
 Summary		
Cash Balance at End of Period	\$ 2,014,125.93	\$ 2,014,125.93
Cash Balance at Beg. of Period	(1,934,171.58)	(1,667,618.36)
	\$ 79,954.35	\$ 346,507.57
Net Increase (Decrease) in Cash	\$ 79,954.35	\$ 346,507.57

Kinneloa Irrigation District
Check Register
For the Period from October 1, 2018 to October 31, 2018

Date	Check #	Payee	Amount	Description
10/3/18	EFT3633	American Messaging Services	27.79	pager service
10/3/18	EFT3634	Athens Services	196.07	trash pickup
10/3/18	EFT3635	CA Public Employees Ret. Sys.	5,685.48	KID & employee portions, & unfunded liability
10/3/18	EFT3636	Century Business Solutions	240.83	credit card discount fees
10/3/18	EFT3637	Pasadena Municipal Services	1,448.26	Wilcox well power
10/3/18	EFT3638	Southern California Edison Co.	7,540.14	facility power
10/3/18	EFT3639	VeriCheck, Inc.	24.87	e-check charges
10/3/18	EFT3640	Verizon Wireless	57.47	Chris' mobile phone
10/3/18	8917	ACWA/JPIA	14,534.00	auto/general liability insurance 10/1/18-10/1/19
10/3/18	8918	AmeriPride Services	66.51	shop rag service
10/3/18	8919	BrightView Landscape Services	1,490.00	landscape maintenance
10/3/18	8920	Donna Eggehorn	33.63	mileage reimbursement
10/3/18	8921	Eurofins Eaton Analytical, Inc.	211.20	water sample analysis
10/3/18	8922	Lagerlof, Senecal, Gosney & Kruse	306.12	PWAG Emergency Prep services
10/3/18	8923	McMaster Carr	1,693.19	Glen CL2 parts and supplies
10/3/18	8924	National Meter & Automation	2,351.54	water meters and transmitters
10/3/18	8925	Rowland Water District	250.00	PWAG Emergency Preparedness Training
10/3/18	8926	Ultimate Cleaning Solutions, Inc.	150.00	Janitorial service
10/3/18	8927	Underground Service Alert	72.70	dig alert
10/3/18	8928	Carter Prescott	348.16	customer refund Fire Flow
10/3/18	8929	Dan Doctorian	290.90	customer refund Fire Flow
10/15/18	EFT3641	Joel D. Bundy	1,446.75	salary
10/15/18	EFT3642	Christopher A. Burt	2,826.21	salary
10/15/18	EFT3643	Donna V. Eggehorn	1,375.06	salary
10/15/18	EFT3644	Brian L. Fry	1,834.43	salary
10/15/18	EFT3645	Melvin L. Matthews	3,830.64	salary
10/15/18	EFT3646	Juan R. Tello	1,375.06	salary
10/15/18	EFT3647	Automatic Data Processing, Inc.	83.42	payroll processing
10/15/18	EFT3648	Christopher A. Burt	150.00	salary
10/15/18	EFT3649	Automatic Data Processing, Inc.	5,219.26	payroll processing and employee withholdings
10/16/18	EFT3650	Arco Gaspro Plus	959.79	truck fuel
10/16/18	EFT3651	Century Business Solutions	15.00	monthly fee
10/16/18	EFT3652	Umpqua Bank	2,557.81	credit card payment - see attached detail
10/16/18	8930	Assoc. of Calif. Water Agencies	7,830.00	annual agency membership dues
10/16/18	8931	ACWA/JPIA	7,469.05	KID/employee health benefits
10/16/18	8932	Byrd Industrial Electronics	552.36	Eucalyptus radio failure repair
10/16/18	8933	Consolidated Electrical Dist.	159.48	electrical supplies
10/16/18	8934	Civiltec Engineering, Inc.	800.00	Fire Flow Test 1407 Kinneloa Mesa Rd.
10/16/18	8935	Clinical Laboratory, SB	4.00	general physical
10/16/18	8936	CSDA	5,090.00	membership dues 2019

Kinneloa Irrigation District
Check Register
For the Period from October 1, 2018 to October 31, 2018

Date	Check #	Payee	Amount	Description
10/16/18	8937	Eurofins Eaton Analytical, Inc.	132.00	water sample analysis
10/16/18	8938	Foothill Municipal Water District	708.72	administrative fee
10/16/18	8939	Lagerlof, Senecal, Gosney & Kruse	303.55	PWAG Emergency Prep services
10/16/18	8940	Matt Chlor Inc.	454.93	Bellows metering pump
10/16/18	8941	Melvin L. Matthews	599.31	expense report mileage, food, hotel stay
10/16/18	8942	McMaster Carr	1,674.35	K-3 CL2 maintenance
10/16/18	8943	RBMB	1,165.21	Title 22 monitoring
10/16/18	8944	Ueware, Inc.	4,245.00	Utility Star support
10/16/18	8945	Utility Service Co., Inc.	4,877.18	tank maintenance
10/25/18	EFT3652a	Charter Communications	346.02	internet-phone
10/31/18	ETF3654	Joel D. Bundy	1,539.00	salary
10/31/18	ETF3655	Christopher A. Burt	2,540.87	salary
10/31/18	ETF3656	Donna V. Eggehorn	1,483.06	salary
10/31/18	ETF3657	Timothy J. Eldridge	92.35	salary
10/31/18	ETF3658	Brian L. Fry	2,019.57	salary
10/31/18	ETF3659	Francis J. Griffith	92.35	salary
10/31/18	ETF3660	Gerrie G. Kilburn	92.35	salary
10/31/18	ETF3661	Melvin L. Matthews	3,830.63	salary
10/31/18	ETF3662	Arthur W. Opel	92.35	salary
10/31/18	ETF3663	Juan R. Tello	1,483.06	salary
10/31/18	EFT3664	Automatic Data Processing, Inc.	92.41	payroll processing
10/31/18	EFT3665	Christopher A. Burt	150.00	salary
10/31/18	EFT3666	Automatic Data Processing, Inc.	<u>5,503.02</u>	payroll processing and employee withholdings
Total			<u>114,114.47</u>	

**Credit Card Detail Umpqua Bank
SEPTEMBER 2018**

(Expenses incurred/billed in September and due/paid in October)

Acct. No.	Account Description	Additional Description	MLM	CAB	BLF	JDB	TOTAL
1514	Computer/Office Equip.						
1517	KID Office						
1530	Tools	sawhorse, clamps, drill bits; hammer, pick, saws		\$594.83	\$179.23		\$774.06
5010	Maintenance Supplies	batteries, pipes, controller; drum liner, marking paint		\$189.89	\$27.90		\$217.79
5012	Safety Equipment	coveralls, knee pads, gloves			\$108.37		\$108.37
5022	Training/Certification						
5025	Water Treatment/Analysis	sodium hypochlorite; nitrogen		\$236.52	\$266.77		\$503.29
5034	Equipment Maintenance						
5035	Vehicle Maintenance	2008-1 Ford battery service; 2008-2 Ford anti-freeze, oil		\$20.99	\$85.88		\$106.87
5036	Fuel						
6017	Adm. Travel	CSDA conference hotel	\$193.98				\$193.98
6021	Adm. & Bd. Exp.						
6035	Office/Computer Supplies	1099 forms; snacks, pens, spray, statement paper, adapters, antenna	\$19.43			\$147.48	\$166.91
6036	Postage/Delivery	stamps				\$300.00	\$300.00
6040	Professional Dues						
6050	Telephone	answering service	\$75.00				\$75.00
6051	Mobile Phone	new cell phone setup charge, holster, case, pouch		\$111.54			\$111.54
6053	Internet Service						
6059	Computer/Software Maint.						
6061	Office Equipment Maint.						
6075	Outside Services						
6081	Permits/Fees						
TOTAL			\$288.41	\$1,153.77	\$668.15	\$447.48	\$2,557.81

**Mutual Response Agreement
Los Angeles County Water Agency Mutual Assistance Agreement**

This AGREEMENT is made and entered into by the signatories to this Agreement, as listed on Exhibit A hereto, which have adopted and signed this agreement to provide mutual assistance in times of emergency in accordance with the California Emergency Services Act and the California Disaster and Civil Defense Master Mutual Aid Agreement; and to provide reimbursement for equipment, supplies and personnel made available on an emergency basis as specified herein.

Said water utilities are individually referred to herein as a "Member Utility" and all of said water utilities are referred to herein collectively as "the parties."

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency as follows:

**ARTICLE I.
PURPOSE**

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of an emergency's impact, the parties hereby establish an Intrastate Program for Mutual Aid, Response and Assistance. Through this Mutual Aid, Response and Assistance Program (the "Program"), Members coordinate response activities and share resources during emergencies and assist during local emergencies or planned or unplanned outages, as defined herein. This Agreement sets forth the procedures and standards for the administration of the Program among the parties.

**ARTICLE II.
DEFINITIONS**

- A. **Authorized Official** – An employee or officer of a Member Utility who is authorized to:
 - 1. Request assistance;
 - 2. Offer assistance;
 - 3. Refuse to offer assistance or
 - 4. Withdraw assistance under this agreement.

- B. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member Utility's system, loss of life, injury to person or property, human suffering, or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous materials, contamination, utility or transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Member Utility and requires mutual assistance.

- C. **Members or Member Utilities** – Any public or private water utility that manifests intent to participate in the Program by executing this Agreement.

1. **Associate Member** – Any non-utility participant, approved by the Committee defined in Article III below, that provides a support role for the Program.
 2. **Requesting Member** – A Member Utility who requests aid or assistance under the Program.
 3. **Responding Member** – A Member Utility that responds to a request for aid or assistance under the Program.
 4. **Non-Responding Member** - A Member Utility or Associate Member that does not provide aid or assistance during a Period of Assistance under the Program.
- D. **Confidential Information** - Any document shared with any signatory of this Agreement that is marked confidential, including but not limited to any map, report, notes, papers, opinion, or e-mail which relates to the system vulnerabilities of a Member Utility or Associate Member.
- E. **Period of Assistance** – A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from Responding Member’s facility and ends when the resources return to their facility (portal to portal). All protections identified in this Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency, as previously defined, or during an Outage, as defined herein.
- F. **National Incident Management System (NIMS)** - A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- G. **Standardized Emergency Management System (SEMS)** - A standardized approach to field command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.
- H. **Outage** – A period of time where a Member’s water supply is interrupted to the extent that the interruption jeopardizes the health and safety of the Member’s customers. An Outage is “planned” when the Member is given at least three (3) days prior notice of the interruption in supply. An Outage is “unplanned” when the Outage occurs without at least three (3) days prior notice of the interruption in supply, including when the Outage occurs unexpectedly.

ARTICLE III. ADMINISTRATION

The Program shall be administered through the Public Water Agencies Group Emergency Preparedness Coordinator (the “Coordinator”) and the Emergency Preparedness Coordinator Administrative Committee (the “Committee”).

The purpose of the Committee is to provide local coordination of the Program before, during, and after an Emergency or Outage. The Committee shall meet as frequently as necessary, but at least quarterly, to address Program issues and review emergency preparedness and response procedures. The Committee will be made up of at least five (5) representatives selected from among the Member Utilities. The Committee members shall work with the

Coordinator to plan and coordinate emergency planning and response activities for the Program, and shall ensure that all Member Utilities are informed of such activities and have the opportunity to participate in all related planning and training activities.

ARTICLE IV. PROCEDURES

- A. In coordination with the Committee, emergency management and public health systems of the state, the Committee and Coordinator shall develop operational and planning procedures for the Program. These procedures shall be consistent with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS) and this Agreement. These procedures shall be reviewed at least annually and updated as needed by the Committee and Coordinator.
- B. Requests for emergency assistance or assistance with any Outage under this Agreement shall be directed to the appropriate Authorized Official(s) from the list of Members.

ARTICLE V. REQUESTS FOR ASSISTANCE

In general, assistance will be in the form of resources, such as equipment, supplemental water supplies, other supplies, and personnel. Assistance shall be given only when a Responding Member determines that its own needs can be met while rendering assistance. The execution of this Agreement shall not create any duty to respond on the part of any party hereto. A potential Responding Member shall not be held liable for failing to provide assistance. A potential Responding Member has the absolute discretion to decline to provide any requested assistance.

- A. **Responsibility-** Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, and be promptly provided to the Coordinator.
- B. **Member Request-** In the event of an Emergency or Outage (planned or unplanned), a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, supplemental water supplies and other supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures to be established by the Committee pursuant to Article IV hereof.
- C. **Response to a Request for Assistance** – Members are not obligated to respond to a Requesting Member's request. After a Member receives a request for assistance, that Member's Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, that Member's Authorized Representative shall inform, as soon as possible, the Requesting Member whether that Member will respond. If the Member is willing and able to

provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance. If a Member determines it cannot respond to a request for assistance, that Member shall not be responsible for any consequences associated with its failure to respond.

- D. Discretion of Responding Member's Authorized Official** – Execution of this Agreement does not create any duty for a Member to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONSE COORDINATION

When providing assistance under this Agreement, the Requesting Member and Responding Member shall be organized and shall function under the Standard Emergency Management System and National Incident Management System protocols and procedures.

- A. **Personnel**- Responding Member retains the right to identify the specific employees to be provided to a Requesting Member and the resources that are available.
- B. **Control** – While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the needs identified by the Requesting Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours. The Responding Member's designated supervisor(s) must keep accurate records of work performed by Responding Member's personnel during the specified Period of Assistance.
- C. **Food and Shelter** – When possible, the Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. Except as provided below, the cost for such resources must not exceed the state per diem rates for that area. To the extent food and shelter costs exceed the state per diem rates for the area, the Responding Member must demonstrate that the additional costs were reasonable and necessary under the circumstances. Unless otherwise agreed to in writing, the Requesting Member remains responsible for reimbursing the Responding Member for all reasonable and necessary costs associated with providing food and shelter, if such resources are not provided.
- D. **Communication** – The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and utility personnel.
- E. **Status** - Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties and benefits as provided in

their respective jurisdictions; and shall remain officers and employees, as applicable, of the Responding Member.

- F. **Licenses and Permits** – To the extent permitted by law, Responding Member personnel that hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- G. **Right to Withdraw Resources** - The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Responding Member's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as is practicable under the circumstances.

ARTICLE VII.

COST- REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part by both parties, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

- A. **Personnel** – Responding Member(s) will make such employees as are willing to participate available to Requesting Member at Requesting Member's expense equal to any Responding Member's full cost, i.e., equal to the employee's applicable salary or hourly wage, plus fringe benefits and overhead, and consistent with Responding Member's collective bargaining agreements, if applicable, or other conditions of employment. All costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, such as construction equipment, vehicles, tools, pumps and generators, shall be at a Responding Member's current equipment rate and subject to the following conditions: The Requesting Member shall reimburse the Responding Member for the use of equipment during the specified Period of Assistance, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member as soon as is practicable and reasonable under the circumstances.
 - (a) At the option of Responding Member, equipment may be provided with an operator.
 - (b) Equipment shall be returned to Responding Member within 24 hours after receipt of an oral or written request for return.
 - (c) During the Period of Assistance, Requesting Member shall, at its own expense, supply all fuel, lubrication and maintenance for furnished equipment; provided that Requesting Member shall obtain Responding Member's consent before performing any such maintenance.
 - (d) Responding Member's cost related to the transportation, handling and loading/unloading of equipment shall be chargeable to Requesting Member.

(e) In the event equipment is damaged while being dispatched to Requesting Member, or while in the custody and use of Requesting Member, Requesting Member shall reimburse Responding Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then Requesting Member shall reimburse Responding Member for the cost of replacing such equipment with equipment that is of at least equal capability as determined by the Responding Member. If Responding Member must lease a piece of equipment while Requesting Member equipment is being repaired or replaced, Requesting Member shall reimburse Responding Member for such lease costs.

C. *Materials and Supplies* – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

D. *Supplemental Water Supplies* – The Responding Member will provide the Requesting Member with a bill showing the amount of water delivered to the Requesting Member. Water will be billed at the highest rate incurred for imported water by the Responding Member, or as the Responding Member may otherwise agree.

E. *Payment Period* – The Responding Member must provide an itemized bill to the Requesting Member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill within 60 days following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member.

E. *Records* - Each Requesting Member and its duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. To the extent it deems necessary, each Responding Member and its duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement. Such records shall be maintained for at least three (3) years or longer where required by law and as needed for federal reimbursement practices.

ARTICLE VIII. **ARBITRATION**

If any controversy or claim arises out of, or relates to, the Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation and finally shall be settled by arbitration in

accordance with the Rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

ARTICLE IX.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

Pursuant to Government Code Section 895.4, and subject to Article X, Requesting Member shall assume the defense of, fully indemnify and hold harmless Responding Member, its Directors, officers, employees and agents, from all claims, loss, damage, injury and liability of every kind, nature and description, directly or indirectly arising from the Requesting Member's work hereunder, including, but not limited to, negligent or wrongful use of equipment, supplies or personnel provided to Requesting Member or faulty workmanship or other negligent acts, errors or omissions by a Responding Member, or by personnel provided to Requesting Member, from the time assistance is requested and rendered until the assistance is returned to Responding Member's control, portal to portal.

ARTICLE X.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of assistance through this Agreement, the parties involved in rendering or receiving assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers compensation.

ARTICLE XI.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

ARTICLE XII.
NOTICE

Each party hereto shall give to the others prompt and timely written notice of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIII.
INSURANCE

Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Program, including, but not limited to, worker's compensation and commercial general liability insurance, and insurance on property, vehicles and equipment.

ARTICLE XIV.
CONFIDENTIAL INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information provided to it under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall take effect for a new party immediately upon its execution by said party.

ARTICLE XVI.
WITHDRAWAL

Any party may terminate its participation in this Agreement by written notice to the Coordinator. Withdrawal takes effect 60 days after the appropriate official receives notice. Withdrawal from this Agreement shall in no way affect a Requesting Member's duty to reimburse a Responding Member for cost incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XVII.
MODIFICATION

No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement require a simple majority vote of Members then participating under this Agreement. The Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon 60 days' written notice to the parties.

ARTICLE XVIII.
SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

ARTICLE XIX.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and any such attempted assignment or delegation shall have no effect.

ARTICLE XXI.
TORT CLAIMS

This Agreement in no way abrogates or waives any immunity or defense available under California law.

ARTICLE XXII.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members retain the right to participate in mutual aid and assistance activities conducted under the State of California Intrastate WARN Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC) and similar programs.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water Utility listed here manifests its intent to be a Member Utility in the Program by executing this Agreement on this 20th day of November 2018.

Member: Kinneloa Irrigation District

By: Melvin L Matthews

Title: General Manager

General Manager's Report for the Board of Directors Meeting on November 20, 2018

I. Customer Account Information and Internet Usage

A. Delinquent Accounts –

- 21 accounts received past-due notice
- 21 accounts received late charges in the total amount of \$381.16
- 3 accounts received door hanger shut off notice
- 1 account was shut off for non-payment
- 1 account remains shut off for non-payment

B. Aged Receivables –

Month	Current	30 days	60 days	90 days or greater	Total
January	\$41,770.80	\$1,293.38	\$233.37	\$496.86	\$43,794.41
February	\$33,167.69	\$6,413.90	\$269.88	\$230.23	\$40,081.70
March	\$30,908.94	\$2,238.94	\$399.31	\$0.11	\$33,547.30
April	\$25,192.32	\$2,508.02	\$225.08	\$0.00	\$27,925.42
May	\$27,495.43	\$1,856.40	\$45.80	\$0.00	\$29,397.63
June	\$30,129.15	\$1,697.59	\$170.81	\$0.00	\$31,997.55
July	\$34,464.51	\$2,400.95	\$79.26	\$124.90	\$37,069.62
August	\$34,844.21	\$969.39	\$78.10	\$184.82	\$36,076.52
September	\$55,385.63	\$1,993.97	\$129.61	\$143.47	\$57,652.68
October	\$65,266.80	\$2,451.15	\$138.55	\$0.00	\$67,856.50
November					
December					

C. Internet Usage –

Month	Users	Page Views	Online Payments	Online Amount
January	145	413	60	\$17,554.59
February	173	631	62	\$12,719.98
March	175	592	84	\$16,947.45
April	211	534	51	\$9,282.52
May	146	482	60	\$14,244.39
June	203	469	53	\$13,053.28
July	147	350	59	\$13,409.95
August	227	595	60	\$17,688.78
September	161	397	63	\$18,216.22
October	241	558	65	\$18,862.58
November				
December				
Year to Date	1,829	5,021	617	\$151,979.74

II. General Manager's Projects and Activities

- A. **KID Rules and Regulations** – Continued project to revise and update this document
- B. **Emergency Preparedness** – Finalized the Public Water Agency Emergency Preparedness Group Mutual Aid Agreement which is on the agenda for the 11/20/2018 meeting.
- C. **Public Water Agency Group (PWAG)** – I am on the team preparing for the formalizing the structure of PWAG as a mutual-benefit non-profit corporation.
- D. **Automated Meter Reading** – Continued with the analysis of the best path forward using new technologies to collect data now that Badger has officially announced the discontinuance of current Badger meter endpoint which is used by the KID to collect water meter readings.
- E. **Activities/Meetings/Webinars/Conferences**

Subject or Organization	Location	Start	End	Purpose/Notes/Action/Benefit
Staff Meetings	Office	Mondays 9:00 AM	Mondays 10:00 AM	<ul style="list-style-type: none"> • Tasks for the week • Projects -- current and future • Safety topic • Customer service update • Operations update • GM update
ACWA Region 8 Event		Thu 10/4/2018 12:00 AM	Fri 10/5/2018 12:00 AM	<ul style="list-style-type: none"> • ACWA Work Plan for 2019 • Tour of MWD Weymouth Treatment Plant and solar energy facility
PWAG training	La Crescenta	Mon 10/8/2018 7:30 AM	Mon 10/8/2018 4:00 PM	<ul style="list-style-type: none"> • Incident Command System training and certification
FMWD	La Cañada	Mon 10/15/2018 3:00 PM	Mon 10/15/2018 5:00 PM	<ul style="list-style-type: none"> • Regular board meeting • Closed session
KID Board Meeting	Office	Tue 10/16/2018 3:00 PM	Tue 10/16/2018 5:00 PM	<ul style="list-style-type: none"> • Regular board meeting
Raymond Basin Management Board	Azusa	Wed 10/17/2018 4:30 PM	Wed 10/17/2018 5:00 PM	<ul style="list-style-type: none"> • Quarterly Board Meeting
PWAG Incorporation Meeting	Pasadena	Thu 10/18/2018 9:00 AM	Thu 10/18/2018 10:30 AM	<ul style="list-style-type: none"> • Workgroup to accomplish incorporation as a non-profit mutual benefit corporation

III. System and Facility Activities and Incident Reports

A. Water Leak/Water Waste/Water Quality/Customer Contact

Location	Type	Date	Description
Ranchtop Road	Customer Contact	10/2/2018	Customer requested water shutoff to facilitate plumbing repair
Pasadena Glen Road	Customer Contact	10/12/2018	Customer wanted to be shown how to read her water meter
Fairpoint Street	Customer Contact	10/22/2018	Customer wanted recommendations on keeping water usage as low as possible
Kinclair Drive	Customer Contact	10/24/2018	Customer experiencing low water pressure. Brian measured pressure outside of house and it was as expected for this location. Customer has whole house water softener which might be the cause. Customer will call for service technician to check the unit.
Doyne Road	Water Leak	10/25/2018	Customer was on leak report and request to check to see if repair solved the problem. Small leak was still detected and was measured to be adding about \$11 to the monthly bill.

B. Facilities Improvement, Maintenance and Repair Projects

1. Glen Reservoir chlorinator system replacement project
2. Generator testing and maintenance
3. Operator training
4. Meter and transmitter maintenance and replacement
5. New water service installation for customer
6. Water samples
7. Weed clearance and tree trimming at facilities
8. Extreme wind event/power outages – All six backup generators performed well

C. Water Samples and Test Results

Sample Date	Source or Distribution	Lab	Description	# of tests	Results*	Maximum Contaminant Level* (MCL)
01/09/18	Source	Weck	Title 22 fluoride	3	1.1-2.8 ppm	3ppm
01/09/18	Source	Weck	Title 22 nitrate	2	<MCL	10ppm
01/09/18	Source	Weck	Title 22 fluoride	2	1.6-2 ppm	3ppm
01/09/18	Source	Weck	Title 22 1,2,3 TCP	4	ND	80ppb
01/09/18	Source	Weck	Title 22 Gross Alpha	1	<MCL	15 pCi/L
01/10/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
01/10/18	Distribution	Clinical	fluoride	6	1.2-1.5 ppm	3ppm
01/10/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
01/23/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
01/31/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample
02/01/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample
02/06/18	Distribution	Clinical	color, odor, turbidity	6	<MCL	15 units, 3 units, 5 units
02/06/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
02/08/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample

02/09/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample
02/20/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
03/06/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
03/07/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
03/20/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
04/03/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
04/03/18	Distribution	Clinical	fluoride	6	1.2-1.6 ppm	3ppm
04/03/18	Both	Eurofins	coliform, e. coli	80	ND or A	1 positive sample
04/17/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
04/17/18	Source	Weck	Title 22 VOC	340	ND or A	1 positive sample
04/17/18	Source	Weck	Title 22 fluoride	5	1.2-2.8	3ppm
04/17/18	Source	Weck	Title 22 nitrate	5	0.68-4.5	10ppm
05/01/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample
05/02/18	Distribution	Eurofins	coliform, e. coli	16	ND or A	1 positive sample
05/08/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
05/09/18	Distribution	Clinical	color, odor, turbidity	6	<MCL	15 units, 3 units, 5 units
05/22/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
06/05/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
06/06/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
06/19/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
07/10/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
07/10/18	Distribution	Clinical	fluoride	6	1.2-1.6 ppm	3ppm
07/10/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
07/24/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
08/21/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
08/27/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
08/27/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
09/04/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
09/05/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
09/18/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample
09/25/18	Both	Eurofins	coliform, e. coli	8	ND or A	1 positive sample
10/02/18	Distribution	Clinical	color, odor, turbidity	18	<MCL	15 units, 3 units, 5 units
10/02/18	Distribution	Clinical	fluoride	6	1.2-1.5 ppm	3ppm
10/02/18	Both	Eurofins	coliform, e. coli	72	ND or A	1 positive sample
10/16/18	Both	Eurofins	coliform, e. coli	64	ND or A	1 positive sample

Total Tests

2006

*ppm = parts-per-million, ppb = parts-per-billion, pCi/L = picocuries per liter, <MCL = less than Maximum Contaminant Level, ND = not detected, A = Absence

IV. Water Supply Summary as of September 2018 for the Watermaster Year July 2018 through June 2019

Raymond Basin Groundwater (Acre Feet)		Kinneloa Irrigation District Water Tunnels (Acre Feet)	
Water Rights	516	Eucalyptus	4
Prior Year Carryover	52	Far Mesa	3
Less Temporary 30% Reduction in Water Rights	-155	Delores	0
Leases/Exchanges		House	0
Prior Year Spreading	65	Holly High/Low	3
Short Term Storage	145		
Current Year Spreading	0		
Total Allowable Extractions	623		
Less Water Extracted YTD This Watermaster Year	- 242	Current Tunnel Monthly Production	10
Remaining Allowable Groundwater Extractions through June 2019	381	Remaining Estimated Tunnel Production through June 2019	90
Total Available Water Supply (Remaining Allowable Groundwater + Remaining Estimated Tunnel Production through June 2019)		471 Acre Feet	
Less Remaining Forecasted Retail Water Sales through June 2019		437 Acre Feet	

Surplus Water through June 2019* 34 Acre Feet

* This is the forecasted surplus water available for sale in the current year and/or carryover to the next Watermaster year which starts on July 1 subject to the carryover limits established by the Raymond Basin Management Board. Regarding the available surplus water, we will generally maximize the carryover to the next year and deliver the balance of the forecasted surplus water (if any) to the City of Pasadena. In the 2017-2018 year, 87 Acre-Feet were sold to the City, 52 Acre-Feet were carried over to 2018-2019 and 145 Acre-Feet were put into our short-term storage account. Although we may lease additional pumping rights from another agency with surplus pumping rights, this is not considered a guaranteed source of supply since it is subject to negotiation. In addition to the available water, the KID has 790 Acre Feet in a long-term storage account. Additions to long-term storage are no longer permitted but withdrawals can be made at any time to supplement allowable extractions. However, since long-term storage is considered by KID staff to be an emergency supply we do not plan to use or sell this water now.