

**LA HABRA HEIGHTS COUNTY  
WATER DISTRICT**

**SPECIAL BOARD MEETING**

**DECEMBER 16, 2025**

**AGENDA FOR SPECIAL MEETING  
BOARD OF DIRECTORS  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
December 16, 2025 @ 4:00 PM**

- 1. Roll call of Directors by Secretary**
- 2. Notation of staff members and others present**
- 3. Public Communications** (Comments will be limited to 3 minutes)
- 4. Directors Report – Individual, Subcommittees and/or Attended Events**
- 5. Consent Items:** It is recommended these items be acted upon simultaneously unless separate discussion or action is requested by a member of the public or a Director.
  - a. Minutes of special Board meeting for November 18, 2025 (approve)
  - b. Financial Reports – November 2025 (approve)
- 6. Approval of warrants and authorize signatures per warrant list**
- 7. Report from Superintendent**
- 8. Report and recommendations of General Manager:**
  - a. Discuss and Approve - Termination of Agreement between LHHCWD and WRD for (1) Reimbursement of costs related to Environmental Compliance Services and (2) MOU for the United States Community Grant Program
  - b. Discuss and Approve – Civiltec proposals for Plant 1 structural assessment and Gualtieri Reservoir seismic study
  - c. Discuss and Approve – Emerson annual SCADA software support contract renewal

- d. Discuss and Adopt – Resolution 25-10 District Policy for GPS Tracking
- e. Discuss and Approve – Changes to District maintenance agreement contracts
- f. Discuss new laws for Board members
- g. Discuss – Monthly PFAS update

**9. Closed Session**

**a. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL INITIATION OF LITIGATION**

Initiation of litigation pursuant to § 54956.9(c): One potential case.

**10. Adjournment**

Any documents that are provided to the Board of Directors regarding items on this agenda less than 72 hours prior to this meeting will be available for public inspection at the front counter of the District office located at 1271 N. Hacienda Road, La Habra Heights, California 90631

# MINUTES

**MINUTES OF THE SPECIAL BOARD MEETING  
OF THE BOARD OF DIRECTORS  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
November 18, 2025**

A special meeting of the Board of Directors of La Habra Heights County Water District was held on November 18, 2025, at 5:30 p.m., at the office of the District, located at 1271 North Hacienda Road, La Habra Heights.

Item 1. Roll call of Directors by Secretary/General Manager, Joe Matthews.

PRESENT: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

ABSENT: None

Item 2. Staff members and others present. Staff: Joe Matthews, Secretary/General Manager and Ivan Ramirez, Superintendent. Others present: Shawn Harkness with CV Strategies.

Item 3. Public Communications – None

Item 4. Directors Report – Individual, Subcommittees and/or Attended Events.

Director McVicar reported she will miss the regularly scheduled board meetings on the fourth Tuesday of March and April 2026.

Item 5. a. & b Minutes of Regular Board meeting for October 28, 2025 and Financial Reports for October 2025. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to approve minutes and financial report. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 6. Approval of warrants and authorized signatures per warrant list. After discussion, there was a motion made by Director McVicar and seconded by Director Baroldi that warrant numbers 48207 through 48273 in the amount of \$422,870.66 and EFT transfers in the amount of \$14,022.78 be approved and signatures be authorized. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Item 7. Report of Superintendent. The superintendent informed that repairs were made to one service leak and cleared two fire hydrants in preparation for the upcoming retaining wall installation. Dive Corr Inc. completed inspections at Gualtieri Reservoir and Plant 1 to support planning for future rehabilitation work. Plant 2, Pump #3 was removed by Tri County Pump Company after it was found to be seized during the most recent electrical inspection. Pump # 2 motor was pulled by Delta Motors Co. Inc due to low meg test results.

Item 8.a. Discuss and Approve - Termination of Agreement between LHHWCWD and WRD for (1) Reimbursement of costs related to Environmental Compliance Services and (2) MOU for the United States Community Grant Program. No action was taken at this time.

Item 8.b. General Manager report on PFAS. The general manager provided an update on PFAS.

Item 8.c. Discuss- Report on settlement of claim against Covarrubias Construction regarding construction damages at Eseverri Lane and Hacienda Road. The general manager reported claim was settled and the District received a check in the amount of \$28,312.34.

Item 9.a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION: Initiation of litigation pursuant to § 54956.9(c): one case. No reportable action was taken

Item 10. There being no further business to come before the Board, a motion was made by Director Baroldi and seconded by Director Cooke that the meeting be adjourned at 6:16 p.m. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, McVicar, and Perumean

NOES: None

ABSENT: None

Dated: December 16, 2025

\_\_\_\_\_  
Brad Cooke, President

(SEAL)

\_\_\_\_\_  
Joe Matthews, Secretary

# FINANCIAL REPORT

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF NET POSITION

November 30, 2024 and November 30, 2025

	2024	2025
<b><u>ASSETS:</u></b>		
<b><u>Current Assets:</u></b>		
CASH-PETTY	300.00	300.00
CASH-CHECKING	990,374.84	1,392,838.83
CASH-SWEEP	668.12	96.42
INVESTMENT-LAIF	4,016,787.12	6,224,921.14
INVESTMENT-TREASURY BILLS	1,040,023.43	544,934.94
ACCOUNTS RECEIVABLE-WATER	504,824.26	445,433.12
ACCOUNTS RECEIVABLE-OTHER	302,356.57	354,429.75
LEASE RECEIVABLE	131,188.00	131,226.00
SETTLEMENT RECEIVABLE	-	1,453,612.00
ACCRUED INTEREST RECEIVABLE	30,441.00	131,719.18
INVENTORY	222,935.43	291,146.79
PREPAID EXPENSES	150,769.03	150,854.81
Total Current Assets	7,403,244.04	11,121,512.98
<b><u>Noncurrent Assets:</u></b>		
<b><u>Capital Assets:</u></b>		
LAND	532,743.65	532,743.65
WATER RIGHTS	1,640,490.80	1,640,490.80
SOURCE OF SUPPLY	2,278,699.92	2,275,481.80
PUMPING PLANT	1,668,932.77	1,668,932.77
TRANSMISSION & DISTRIBUTION	26,563,079.47	28,052,424.01
GENERAL PLANT	1,663,545.78	1,666,748.78
CONSTRUCTION IN PROGRESS	1,832,810.62	470,281.25
Total Capital Assets	36,180,303.01	36,307,103.06
Accumulated Depreciation	(20,347,152.08)	(20,863,320.87)
Net Capital Assets	15,833,150.93	15,443,782.19
<b><u>Other Noncurrent Assets:</u></b>		
INVESTMENTS-CAL DOMESTIC WATER CO	591.00	591.00
LEASE RECEIVABLE	2,165,793.02	2,042,147.70
SETTLEMENT RECEIVABLE	-	528,190.00
Total Other Noncurrent Assets	2,166,384.02	2,042,738.70
<b>Total Assets</b>	<b>25,402,778.99</b>	<b>28,608,033.87</b>
<b>DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from pension plan</b>	<b>853,967.00</b>	<b>595,613.00</b>
<b>DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from OPEB</b>	<b>199,012.00</b>	<b>472,335.00</b>
<b>Total Deferred Outflows of Resources</b>	<b>1,052,979.00</b>	<b>1,067,948.00</b>



# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF NET POSITION

November 30, 2024 and November 30, 2025

	2024	2025
<b>LIABILITIES</b>		
<u>Current Liabilities:</u>		
ACCOUNTS PAYABLE	517,558.28	291,510.74
DEPOSITS-CUSTOMERS	3,000.00	1,500.00
DEPOSITS-CONSTRUCTION	14,000.00	83,394.80
ACCRUED EMPLOYEE BENEFITS	121,805.03	218,320.83
NET OPEB OBLIGATION	1,076,358.00	1,450,712.00
NET PENSION LIABILITY	1,431,442.00	1,407,148.00
Total Current Liabilities	3,164,163.31	3,452,586.37
<b>Total Liabilities</b>	3,164,163.31	3,452,586.37
 DEFERRED INFLOWS OF RESOURCES- Deferred amounts from pension plan	176,276.00	140,658.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from OPEB	914,390.00	782,327.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from Leases	2,244,591.21	2,122,730.73
Total Deferred Inflows of Resources	3,335,257.21	3,045,715.73
 <u>Net Position:</u>		
INVESTED IN CAPITAL ASSETS, NET RELATED DEBT	15,833,150.93	15,443,782.19
UNRESTRICTED	4,123,186.54	7,733,897.58
RESTRICTED	-	-
<b>Total Net Position</b>	19,956,337.47	23,177,679.77

**LA HABRA HEIGHTS COUNTY WATER DISTRICT**  
**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
For Five Months Ending November 30, 2024 and November 30, 2025

	Last Year Current Month Actual 11/30/2024	Current Month Actual 11/30/2025	Last Year YTD Actual 11/30/2024	Current YTD Actual 11/30/2025	Current Budget 2025/26	Actual 11/30/2025 % of budget 2025/26
<b>Operating Revenue:</b>	478,888.87	453,418.76	2,652,624.57	2,757,137.70	6,092,986.00	45%
<b>Operating Expenses:</b>						
Source of Supply	169,404.51	121,382.59	1,022,692.65	940,262.10	2,160,412.00	44%
Pumping	6,772.93	19,197.59	43,160.08	89,560.15	133,495.00	67%
Treatment	10,781.12	5,132.66	35,263.43	29,133.63	95,582.00	31%
Transmission & Distribution	43,008.38	25,137.92	194,052.98	190,343.05	700,407.00	27%
Customer Accounts	11,768.77	8,369.03	80,428.82	151,427.49	223,294.00	68%
Administrative and General	119,979.19	149,976.38	786,380.34	954,161.05	2,072,614.00	46%
Capital Improvements	154,511.75	154,511.75	772,558.75	772,558.75	1,874,006.00	41%
Other	7,064.44	7,280.99	38,231.37	42,353.52	98,875.00	43%
TOTAL OPERATING EXPENSES	523,291.09	490,988.91	2,972,768.42	3,169,799.74	7,358,685.00	43%
OPERATING INCOME (LOSS)	(44,402.22)	(37,570.15)	(320,143.85)	(412,662.04)	(1,265,699.00)	33%
<b>Non-Operating Revenues</b>	44,163.04	56,575.84	213,900.44	678,304.14	1,446,658.00	47%
<b>Non-Operating Expenses</b>	1,000.00	700.00	2,100.00	2,900.00	28,014.00	10%
NET NON-OPERATING REVENUES (EXPENSES)	43,163.04	55,875.84	211,800.44	675,404.14	1,418,644.00	48%
<b>NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	(1,239.18)	18,305.69	(108,343.41)	262,742.10	152,945.00	172%
SYSTEM BUY IN FEE			36,166.00	-		
CAPITAL CONTRIBUTIONS			15,906.21	-		
NET INCOME (LOSS) IN NET POSITION			(56,271.20)	262,742.10		
NET POSITION-BEGINNING OF YEAR			20,012,608.67	22,914,937.67		
NET POSITION-END OF PERIOD			19,956,337.47	23,177,679.77		

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For Five Months Ending November 30, 2024 and November 30, 2025

	Last Year Current Month Actual 11/30/2024	Current Month Actual 11/30/2025	Last Year YTD Actual 11/30/2024	Current YTD Actual 11/30/2025	Current Budget 2025/26	Actual 11/30/2025 % of budget 2025/26 42%
<b>OPERATING REVENUES</b>						
SALES-WATER	254,331.82	219,509.53	1,544,496.47	1,588,725.18	3,289,482.00	48%
SALES-READINESS TO SERVE	217,275.32	230,298.59	1,079,801.07	1,149,275.75	2,733,327.00	42%
SALES-MISCELLANEOUS	7,281.73	3,610.64	28,327.03	19,136.77	35,854.00	53%
LEASE-WATER RIGHTS	-	-	-	-	34,323.00	0%
TOTAL OPERATING REVENUES	478,888.87	453,418.76	2,652,624.57	2,757,137.70	6,092,986.00	45%
<b>OPERATING EXPENSES</b>						
PURCHASED WATER	4,602.82	2,813.89	24,418.26	15,382.27	271,633.00	6%
GROUND WATER REPLENISHMENT ASSMT	85,874.87	58,348.08	551,769.31	527,507.14	1,103,284.00	48%
POWER	78,926.82	60,220.62	446,505.08	397,372.69	785,495.00	51%
TOTAL SOURCE OF SUPPLY	169,404.51	121,382.59	1,022,692.65	940,262.10	2,160,412.00	44%
LABOR-PUMPING	4,028.54	5,912.05	22,491.71	21,958.84	66,869.00	33%
MAINTENANCE-PUMPING	2,744.39	13,285.54	20,668.37	67,601.31	66,626.00	102%
TOTAL PUMPING	6,772.93	19,197.59	43,160.08	89,560.15	133,495.00	67%
MAINT & LABOR-TREATMENT	10,781.12	5,132.66	35,263.43	29,133.63	95,582.00	31%
TOTAL TREATMENT	10,781.12	5,132.66	35,263.43	29,133.63	95,582.00	31%
LABOR-TRANS & DISTRIBUTION	18,382.09	19,767.05	91,728.21	104,108.00	287,603.00	36%
MAINT-TRANS & DISTRIBUTION	842.18	1,438.62	32,727.00	34,335.22	208,926.00	16%
JOINT FACILITIES-WELL, LM CONDUIT&RES	25,277.52	13,998.23	137,462.35	123,143.07	423,601.00	29%
ORCHARD DALE PORTION	(1,493.41)	(10,065.98)	(67,864.58)	(71,243.24)	(219,723.00)	32%
TOTAL TRANSMISSION&DISTRIBUTION	43,008.38	25,137.92	194,052.98	190,343.05	700,407.00	27%
LABOR&MAINT-CUSTOMER ACCOUNTS	11,373.60	8,369.03	80,033.65	151,427.49	219,817.00	69%
UNCOLLECTIBLE ACCOUNTS	395.17	-	395.17	-	3,477.00	0%
TOTAL CUSTOMER ACCOUNTS	11,768.77	8,369.03	80,428.82	151,427.49	223,294.00	68%
TOTAL OTHER OPERATING EXPENSES	72,331.20	57,837.20	352,905.31	460,464.32	1,152,778.00	40%
<b>TOTAL SOURCE OF SUPPLY &amp; OPERATING EXPENSES</b>	<b>241,735.71</b>	<b>179,219.79</b>	<b>1,375,597.96</b>	<b>1,400,726.42</b>	<b>3,313,190.00</b>	<b>42%</b>
<b>ADMINISTRATIVE &amp; GENERAL EXPENSES</b>						
LABOR-FIELD-SICK,VAC,HOLIDAY	7,115.76	10,390.58	27,300.77	35,255.77	84,398.00	42%
WAGES-MANAGEMENT	11,125.59	13,720.67	57,261.06	59,901.28	160,333.00	37%
WAGES-OFFICE	22,624.97	21,360.05	92,027.53	113,799.43	296,733.00	38%
WAGES-MGMT&OFFICE-SICK,VAC,HOLIDAY	7,123.29	5,412.00	27,857.09	30,362.97	99,073.00	31%
OFFICE SUPPLIES	470.80	2,794.28	10,212.72	12,789.86	29,511.00	43%
AUTO SERVICE	2,679.37	3,020.09	29,795.81	20,375.63	52,399.00	39%
BANK SERVICE CHARGE	587.11	1,761.88	2,385.22	8,329.23	11,052.00	75%
DUES & SUBCRIPTIONS	1,198.00	1,512.22	22,914.39	26,206.15	43,107.00	61%
BUILDING SERVICE	2,189.26	1,931.13	18,201.14	8,506.09	22,609.00	38%
OFFICE EQUIPMENT MAINT	651.24	10,203.73	6,941.28	31,039.33	37,112.00	84%
PROFESSIONAL SERVICES	5,289.00	3,150.00	57,745.00	54,110.75	126,760.00	43%
EDUCATION & MEETINGS	2,172.72	1,581.57	5,947.14	6,323.09	17,894.00	35%

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For Five Months Ending November 30, 2024 and November 30, 2025

	Last Year Current Month Actual 11/30/2024	Current Month Actual 11/30/2025	Last Year YTD Actual 11/30/2024	Current YTD Actual 11/30/2025	Current Budget 2025/26	Actual 11/30/2025 % of budget 2025/26 42%
LEGAL	-	4,450.00	19,475.00	14,475.00	61,712.00	24%
UTILITIES	6,290.34	12,432.38	37,608.33	42,801.09	109,604.00	39%
ENGINEERING	600.00	3,237.50	8,375.00	66,885.00	66,949.00	100%
INSUR-AUTO, LIABILITY & PROPERTY	12,364.88	11,628.89	55,280.24	60,403.60	154,417.00	39%
INSUR-GROUP HEALTH & LIFE	17,018.52	18,894.35	84,990.78	94,363.85	229,403.00	41%
EMPLOYEE WORKERS COMPENSATION	130.94	536.39	8,419.62	7,940.95	30,356.00	26%
DENTAL	514.40	376.80	7,142.72	3,136.48	12,754.00	25%
RETIREMENT-CALPERS	11,314.62	12,292.79	54,847.97	61,439.00	164,700.00	37%
RETIREMENT-DEFERRED COMP	1,512.78	1,747.82	8,363.65	9,412.79	22,828.00	41%
RETIREMENT-CALPERS UNFUND ACCR LIAB	-	-	108,463.00	135,260.00	139,783.00	97%
MAINTENANCE-GENERAL PLANT	7,005.60	7,541.26	34,824.88	51,043.71	99,127.00	52%
CAPITAL IMPROVEMENTS	154,511.75	154,511.75	772,558.75	772,558.75	1,874,006.00	41%
PROPERTY TAXES	445.69	428.67	2,773.04	2,759.29	5,630.00	49%
PAYROLL TAXES	6,618.75	6,852.32	35,458.33	39,594.23	93,245.00	43%
TOTAL ADMIN & GENERAL EXP	281,555.38	311,769.12	1,597,170.46	1,769,073.32	4,045,495.00	44%
TOTAL OPERATING EXPENSES	523,291.09	490,988.91	2,972,768.42	3,169,799.74	7,358,685.00	43%
OPERATING INCOME (LOSS)	(44,402.22)	(37,570.15)	(320,143.85)	(412,662.04)	(1,265,699.00)	33%
<b>NONOPERATING REVENUES</b>						
INTEREST INCOME	15,765.93	26,589.08	94,418.84	139,924.86	268,764.00	52%
PROPERTY TAX INCOME	16,479.39	17,413.17	54,037.40	42,757.39	1,036,498.00	4%
RENT/LEASE INCOME	11,057.42	11,089.44	52,981.84	53,546.38	127,274.00	42%
OIL ROYALTIES	860.30	814.15	4,904.86	3,965.33	12,133.00	33%
MISCELLANEOUS INCOME	-	670.00	-	438,484.17	1,989.00	0%
GAIN ON ASSET SOLD	-	-	7,557.50	(373.99)	-	0%
TOTAL NONOPERATING REVENUES	44,163.04	56,575.84	213,900.44	678,304.14	1,446,658.00	47%
<b>NONOPERATING EXPENSES</b>						
LOSS ON INVESTMENT	-	-	-	-	-	0%
DIRECTORS FEES	1,000.00	700.00	2,100.00	2,900.00	9,900.00	29%
DIRECTORS EXPENSES	-	-	-	-	4,481.00	0%
ELECTION	-	-	-	-	13,633.00	0%
TOTAL NONOPERATING EXPENSES	1,000.00	700.00	2,100.00	2,900.00	28,014.00	10%
NET NONOPER REVENUES(EXPENSES)	43,163.04	55,875.84	211,800.44	675,404.14	1,418,644.00	48%
NET INCOME (LOSS) IN NET POSTION	(1,239.18)	18,305.69	(108,343.41)	262,742.10	152,945.00	172%

# WARRANTS

**La Habra Heights County Water District**  
**AP Check Register (Current by Bank)**

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
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**BANK ID: 13100 - EFT TRANSFERS**

1003052785	11/18/25	M	0130	CALPERS	\$5,217.91
1003052786	11/18/25	M	0130	CALPERS	\$2,096.78
1003062542	12/03/25	M	0130	CALPERS	\$5,217.91
1003062543	12/03/25	M	0130	CALPERS	\$2,096.78
<b>BANK 13100 REGISTER TOTAL:</b>					<b>\$14,629.38</b>

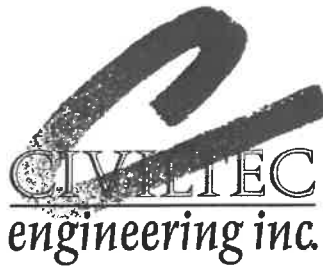
**BANK ID: 13110 - CHECKING- WELLS FARGO**

48274	11/25/25	P	0597	411 COMMERCIAL	\$650.00
48275	11/25/25	P	0587	A&F METAL SALES, INC.	\$17.16
48276	11/25/25	P	0013	CANNINGS HARDWARE	\$170.41
48277	11/25/25	P	0588	CARDMEMBER SERVICE (CHASE)	\$843.40
48278	11/25/25	P	0432	CHARTER COMMUNICATIONS	\$599.00
48279	11/25/25	P	0441	CINTAS CORPORATION	\$75.92
48280	11/25/25	P	0518	CLIFTON LARSON ALLEN LLP	\$3,150.00
48281	11/25/25	P	0197	DELTA MOTOR CO, INC	\$7,552.25
48282	11/25/25	P	0464	ENVIROKLEEN USA	\$650.00
48283	11/25/25	P	0389	FRONTIER COMMUNICATIONS	\$900.00
48284	11/25/25	P	0001	LESLIE J. CONTRERAS	\$23.17
48285	11/25/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,406.43
48286	11/25/25	P	0593	MICHAEL TAFOLLA	\$250.00
48287	11/25/25	P	0503	MICHELLE SAVAGE	\$376.80
48288	11/25/25	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$80.72
48289	11/25/25	P	0596	ORCHARD DALE WATER DISTRICT	\$1,050.00
48290	11/25/25	P	0258	S&J SUPPLY CO, INC	\$521.58
48291	11/25/25	P	0179	SNOOKS, DALE	\$215.48
48291	11/25/25	V	0179	SNOOKS, DALE	(\$215.48)
48292	11/25/25	P	0068	SOUTHERN CALIF EDISON CO	\$12,068.57
48293	11/25/25	P	0577	WARE DISPOSAL	\$331.13
48294	11/25/25	P	0094	WECK LABORATORIES, INC	\$2,235.00
48295	11/25/25	P	0179	SNOOKS, DALE	\$188.55
48296	12/09/25	P	0116	ACWA-JPIA	\$20,741.63
48297	12/09/25	P	0385	ADMIRAL PEST CONTROL	\$203.00
48298	12/09/25	P	0565	ALERT 360	\$106.08
48299	12/09/25	P	0353	ARCO BUSINESS SOLUTIONS	\$2,231.90
48300	12/09/25	P	0013	CANNINGS HARDWARE	\$53.35
48301	12/09/25	P	0432	CHARTER COMMUNICATIONS	\$599.00
48302	12/09/25	P	0441	CINTAS CORPORATION	\$75.92
48303	12/09/25	P	0145	CIVILTEC ENGINEERING INC	\$3,237.50
48304	12/09/25	P	0558	CONEXWEST	\$227.29
48305	12/09/25	P	0282	D&H WATER SYSTEMS	\$1,482.34
48306	12/09/25	P	0036	EPM POWER & WATER SOLUTIONS	\$5,309.32
48307	12/09/25	P	0164	EXCEL TELEMESSAGING	\$200.00
48308	12/09/25	P	0389	FRONTIER COMMUNICATIONS	\$104.06
48309	12/09/25	P	0519	GK CONSULTING	\$650.00
48310	12/09/25	P	0569	GOTO COMMUNICATIONS, INC.	\$326.93
48311	12/09/25	P	0369	HIGHROAD INFO TECHNOLOGY	\$3,920.00
48312	12/09/25	P	0153	HOME DEPOT CR SERVICES	\$1,384.29
48313	12/09/25	P	0252	INFOSEND, INC	\$1,954.62
48314	12/09/25	P	0545	J. RODRIGUEZ TREE CARE MAINT.	\$1,500.00
48315	12/09/25	P	ONETIM	JUDI TAKAGAKI	\$16.24
48316	12/09/25	P	0579	KONICA MINOLTA BUSINESS SOL.	\$74.41
48317	12/09/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,406.43
48318	12/09/25	P	0430	MICHAEL SILANDER	\$4,450.00
48319	12/09/25	P	0593	MICHAEL TAFOLLA	\$59.22

**La Habra Heights County Water District**  
**AP Check Register (Current by Bank)**

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
48320	12/09/25	P	0576	NAKAE & ASSOCIATES, INC.	\$972.50
48321	12/09/25	P	0187	PLAINSITE BUSINESS SYSTEMS, INC	\$744.94
48322	12/09/25	P	ONETIM	SAMUEL FUNG	\$1,842.79
48323	12/09/25	P	0068	SOUTHERN CALIF EDISON CO	\$50,339.56
48324	12/09/25	P	0037	SWRCB	\$881.00
48325	12/09/25	P	0427	TPX COMMUNICATIONS	\$4,323.38
48326	12/09/25	P	0078	UNDERGROUND SERVICE ALERT	\$154.00
48327	12/09/25	P	0268	UNIVAR USA, INC	\$1,588.38
48328	12/09/25	P	0562	VERIZON	\$513.19
48329	12/09/25	P	0386	VERIZON WIRELESS	\$952.30
48330	12/09/25	P	0583	WIENHOFF DRUG TESTING	\$255.00
<b>BANK 13110 REGISTER TOTAL:</b>					<b>\$150,020.66</b>
<b>GRAND TOTAL :</b>					<b>\$164,650.04</b>

\* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ); "A" - Application; "E" - EFT\*\* Denotes broken check sequence.



Civil, Water, Wastewater, Drainage and Transportation Engineering  
Construction Management • Surveying  
California • Arizona

November 24, 2025

La Habra Heights County Water District  
1271 North Hacienda Road  
La Habra Heights, CA 90631

Attention: Joe Matthews, General Manager

Subject: Engineering Activities for the Month of **October 2025**  
Invoice Backup Support - Billing Period through October 31, 2025

Dear Mr. Matthews:

The La Habra Heights County Water District requires Engineering Support from **CIVILTEC engineering, inc. (Civiltec)** at times on various projects. This work is provided on a time and materials basis when requested and directed by LHHCWD management. Following is an explanation of time spent backing up the **October 2025** invoicing. The numbering system is the *Civiltec* project number and tracking system.

**2025143.00 – General Engineering Support FY25-26.** This project has been established to aid the District in general engineering inquiries, participate in meetings, hydraulic modeling and calibration and overall engineering support. The total budget for General Engineering Support has been established at \$25,000.00 for each Fiscal Year. Below is an accounting of expenditures under this *Civiltec* job number for FY 2025-26.

There were no expenditures in October 2025. The remaining budget is \$25,000.00.

**2025144.00 – Engineering Fire flow Modeling FY25-26.** This project has been established to aid the District with computer model simulations for fire flow requests by LHHCWD customers. Below is an accounting of expenditures under this *Civiltec* job number for FY 2025-26.

There were no expenditures in the month of October 2025. We have set up project numbers per fire flow simulation. We are using this main number 2025144 and have put on extensions starting with .01 for the first request.

**2022169.00 – Well No. 12 Well Siting Study.** LHHCWD plans to drill a new well in the Judson Well Field. The overall budget for the project is \$157,770.00. There were no expenditures in October 2025. The District is currently considering the destruction of Well No. 9 and civil improvements to the Well No. 9 discharge pit. The remaining budget is \$27,946.50.





**2024807.00 – PFAS Grant Application.** LHHCWD is working with WRD to secure grant funding for a new PFAS Treatment Plant. Grace Kast is preparing the grant funding applications to WRD and assisting with the EPA grant. *Civiltec* staff is supporting Ms. Kast with as needed cost estimating and preparing exhibits. The budget established for the *Civiltec* effort is \$15,915.00. There were no expenditures in the month of October 2025. The remaining budget is \$906.25.

**2024814.00 – PFAS Treatment Plant Design.** We have stopped the development of the final design documents until proposals from treatment systems suppliers are received, a supplier selected, and supplier equipment data sheets obtained. This approach will allow the project team to have in hand the supplier's equipment submittals for incorporation into the final design documents and the procurement schedule which will provide the ability to better forecast the required timing of obtaining a general contractor for installation. We are on standby awaiting the District's decision to move forward with the RFP. The budget established for the *Civiltec* effort is \$421,360.00. There were no expenditures in the month of October 2025 totaling. The remaining budget is \$111,427.00.

**2023149.00 – Reservoir 10A Rehabilitation.** The Reservoir 10A project is complete and was placed into service in mid October 2024. The Notice of Completion has been signed by all parties and was recorded in November 2024. The overall budget is \$147,930.00. The one year warranty inspection has been scheduled with Dive Corr. *Civiltec* has assisted with communication with PRT and researched the project files for any notes on potential concerns left over from construction. We have been in communication with PRT and have made a site visit to inspect the roof. Due to rain, work at the site is postponed to December 2025. There were expenditures in the month of October 2025 totaling \$3,237.50. The remaining budget is \$6,188.75.

I hope this information helps with your processing of the project invoices. Please let me know if you have any questions.

Very truly yours,

*CIVILTEC engineering, inc.*

A handwritten signature in black ink, appearing to read 'W. David Byrum'.

W. David Byrum, P.E.  
President, Principal Engineer

# Michael Silander

Attorney at Law

3625 E. Thousand Oaks Blvd., Suite 224

Westlake Village, CA 91362

## INVOICE

DATE: DECEMBER 1, 2025

**TO:**

La Habra Heights County Water District

1271 Hacienda Road

La Habra Heights, CA 90631

**PLEASE REMIT PAYMENT TO:**

Michael Silander

3625 E. Thousand Oaks Blvd., Suite 224

Westlake Village, CA 91362

**SPECIFICATIONS:**

**LHHCWD/TOTAL**

Invoice for legal services rendered in November 2025.

MATTER	HOURS	AMOUNT
Transactional - General	25.6	\$3,200.00
Retainer	Flat fee	\$1,250.00
		<b>TOTAL:</b> <b>\$4,450.00</b>

Please make all checks payable to Michael Silander

If you have any questions concerning this invoice,

please email [michael@silanderlaw.com](mailto:michael@silanderlaw.com) or call 805-490-9247

## Credit Card Transactions

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$Amount
10/31	Payment Thank You Image Check	-1413.53
10/31	Late Fee Reversal	-40.00
10/13	CVS/PHARMACY #09831 LA HABRA CA <i>Birthday card for Dale's Birthday</i>	2.72
10/16	SURESHINE CARE AND RESTOR 714-8148300 CA – <i>Deposit for Tile floor cleaning</i>	100.00
10/16	GARHAM'S TOWING INC LA HABRA CA – <i>Tow service for unit #6</i>	275.00
10/20	WENDY'S 845 FOUNTAIN VALL CA – <i>Joe's lunch for Scada Training</i>	12.82
10/21	Joint Powers Insurance Au 916-786-5742 CA- <i>JPIA Safety Training for Ivan</i>	275.00
10/27	LA HABRA HEIGHTS CAFÉ LA HABRA CA – <i>PFAS Meeting with Joe M., Brad Cooke, Mark Perumean from LHHCWD, Ed, Denise Dennis from Orchard Dale Water District.</i>	137.86
11/03	SCWUA November 2025 Me 162-6385715 ca – <i>Scwua lunch for Joe &amp; Ivan.</i>	80.00

# SUPERINTENDENT'S REPORT

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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE: 12/10/25**

**TO: JOE MATTHEWS, GENERAL MANAGER  
& BOARD OF DIRECTORS**

**FROM: IVAN RAMIREZ, SUPERINTENDENT**

**SUBJECT: SUPERINTENDENT'S REPORT FOR DECEMBER 2025**

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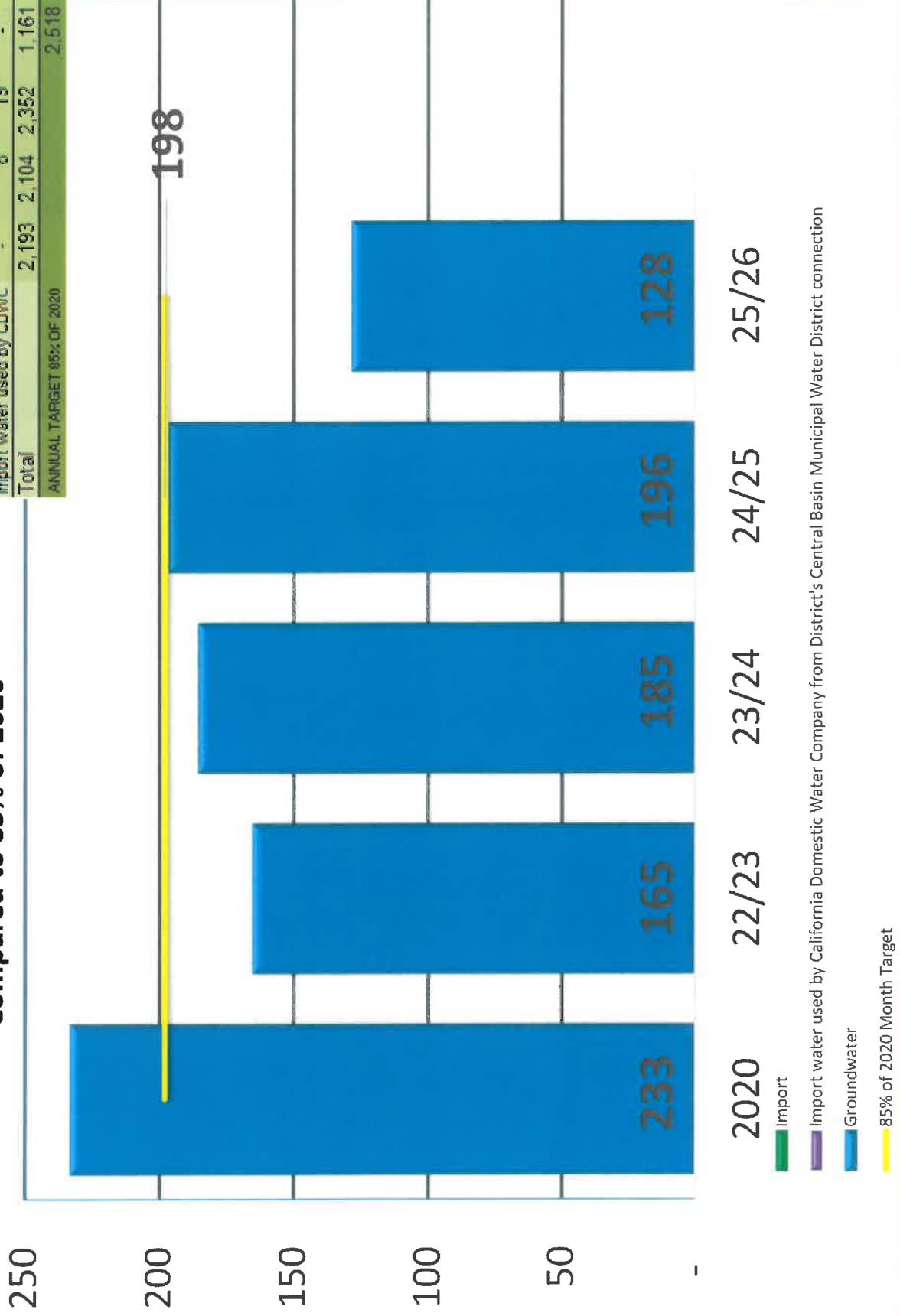
#### **System and Equipment Maintenance**

- Repaired one service leak and Brkich construction replaced a fire hydrant and installed a retaining wall on Dorothea.
- Plant 2 - Pump #2 motor was installed, and pump# 3 is still with Tri County Pump being rebuilt.
- Well # 10 soft start failed and GJR Electric is getting us prices on a replacement unit.

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

Production in acre feet for **NOVEMBER**

Compared to 85% of 2020



ANNUAL WATER USAGE					
Water Source	2022/2023	2023/2024	2024/2025	2025/26 THRU NOV	
Groundwater	2,193	2,083	2,332	1,161	
Import	-	13	1	-	
Import water used by CDWC	-	8	19	-	
Total	2,193	2,104	2,352	1,161	
ANNUAL TARGET 85% OF 2020					
				2,518	

Import water used by California Domestic Water Company from District's Central Basin Municipal Water District connection

Groundwater

85% of 2020 Month Target

**DISCUSS AND APPROVE  
TERMINATION OF AGREEMENT  
BETWEEN LHHCWD AND WRD**

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**LA HABRA HEIGHTS COUNTY WATER DISTRICT**

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**MEMORANDUM**

**DATE: DECEMBER 9, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: TERMINATION OF MOU AND REIMBURSEMENT AGREEMENT  
BETWEEN WRD AND LHCWD FOR EPA GRANT**

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WRD's Board of Directors has approved the termination of the MOU and Reimbursement Agreement between WRD and LHCWD as it relates to the EPA Community Grants. When this was addressed at our November Board of Directors meeting, I was directed to research any potential legal issues we may be subject to if we terminate the agreement.

After researching the issues brought up in November, I recommend the Board approve terminating the MOU and Reimbursement agreement with WRD. The effective date of the termination will be the date we approve it.



**TERMINATION AGREEMENT BY AND BETWEEN THE LA HABRA HEIGHTS  
COUNTY WATER DISTRICT AND THE WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA TERMINATING EXISTING AGREEMENTS FOR: (1)  
REIMBURSEMENT OF COSTS RELATED TO ENVIRONMENTAL COMPLIANCE  
SERVICES AND (2) MEMORANDUM OF UNDERSTANDING FOR THE UNITED  
STATES EPA COMMUNITY GRANTS PROGRAM**

This Termination Agreement, hereinafter ("Termination Agreement"), is made and entered on \_\_\_\_\_ by and between the La Habra Heights County Water District ("LHHCWD"), and the Water Replenishment District of Southern California ("WRD") or together as ("Parties").

**RECITALS**

**WHEREAS**, in fiscal year 2023, the United States Environmental Protection Agency ("EPA"), through its Community Grants Program awarded through WRD a two million five hundred-thousand-dollar grant ("Grant"); and

**WHEREAS**, WRD, in administering the Grant identified LHHCWD as a candidate for the Grant; and

**WHEREAS**, WRD was engaged through the referenced Memorandum of Understanding ("MOU") and Reimbursement Agreement with LHHCWD to assist with Grant administrative responsibilities including submitting grant reports and retaining consultant services for environmental compliance measures; and

**WHEREAS**, the WRD Board signed and executed the MOU and Reimbursement Agreement with LHHCWD for such administrative and environmental services relating to the pass-through Grant; and

**WHEREAS**, the EPA notified WRD on July 24, 2025 that WRD is ineligible to provide the services contemplated under the MOU due to WRD not being categorized as a Public Water System; and

**WHEREAS**, on August 7, 2025, WRD and LHHCWD mutually signed a Technical Correction letter addressed to the EPA requesting the Grant application be transferred to LHHCWD from WRD, thus terminating WRD's role in administering the pass-through Grant and providing environmental compliance services related to the same;

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

**Section 1:** The above recitals are incorporated herein as provisions of this Termination Agreement.

**Section 2:** The Parties to this Termination Agreement hereby mutually rescind and

terminate all obligations under the MOU and Reimbursement Agreements attached hereto as exhibit A and B respectively.

**Section 3:** Each of the Parties hereto represents and warrants the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into this Termination Agreement and that the individual executing this Termination Agreement on its behalf has the legal power, rights, and authority to bind such party.

**Section 4:** This Termination Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

**Section 5:** This Termination Agreement shall be construed and enforced in accordance with the laws of the State of California.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement to be executed by their duly authorized representatives.

**LA HABRA HEIGHTS COUNTY  
WATER DISTRICT ("LHHCWD")**

Date: \_\_\_\_\_

By: \_\_\_\_\_

**WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA ("WRD")**

Date: 10/21/25

By: Joy Langford

Joy Langford, President, Board of Directors

Date: 10/21/25

By: Sergio Calderon

Sergio Calderon, Secretary, Board of Directors

Date: 10/21/25

By: Leal Trejo

Leal Trejo APC, District Counsel

**Exhibit A**

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN LA HABRA HEIGHTS  
COUNTY WATER DISTRICT AND THE WATER REPLENISHMENT DISTRICT OF  
SOUTHERN CALIFORNIA REGARDING FUNDING UNDER THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY COMMUNITY GRANTS PROGRAM**

This Memorandum of Understanding, hereinafter "MOU", is made and entered by and between La Habra Heights County Water District ("Participant"), and the Water Replenishment District of Southern California ("WRD"), hereinafter collectively referred to as "Parties".

**RECITALS**

**WHEREAS**, in fiscal year 2023, the United States Environmental Protection Agency ("EPA"), through its Community Grants Program, awarded through WRD to an eligible pumper a two million five hundred-thousand-dollar grant ("Grant"); and

**WHEREAS**, WRD in administering the Grant identified Participant as good candidate for the Grant, notifying Participant of the opportunity on July 27, 2023; and

**WHEREAS**, Orchard Dale Water District ("ODWD") is not a party to this Agreement, and will receive no Grant funds, but has certain adjudicated water rights and related obligations to Participant only as determined in a Joint Facilities Agreement between ODWD and Participant; and

**WHEREAS**, on July 8, 2024, Participant signed and returned the Letter of Intent ("LOI"), attached hereto as Exhibit "A" to this MOU; and

**WHEREAS**, WRD was selected by the EPA for this Grant to assist the Participant by performing grant administrative tasks, including but not limited to submitting progress reports for the Participant's eligible project reimbursements under the Grant; and

**WHEREAS**, once WRD receives the funds from the EPA, WRD will reimburse the Participant for approved eligible costs under the Grant not to exceed a total of \$2,500,000.00; and

**WHEREAS**, the Grant is for the reimbursement of equipment purchases only, consistent with the Workplan attached hereto as Exhibit "C"; and

**WHEREAS**, Participant acknowledges that it is its sole responsibility to comply with any and all applicable funding requirements, identified in the attached EPA Subaward Policy, Grants Policy Issuance (GPI) 16-01 Subaward Policy and requirements under the Community Grants Program implementation guidance document, all attached hereto as Exhibit "B" to this MOU; and

**WHEREAS**, Participant acknowledges that the Grant program participation and compliance is a labor-intensive process and agrees to comply with the documents attached hereto outlining the requirements, along with any additional requirements imposed under the Grant, including but not limited to information required and or requested under the Grant, all necessary data and information required prior to, during and post construction for funding and Grant reporting, complete all required federal and state environmental compliance (including, but not limited to,

the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA)), meeting the requirements of EPA's Competitive Procurement Policy, EPA's Disadvantaged Business Enterprise Program, Davis Bacon Act, and Build America, Buy American (BABA) along with all EPA and Federal cross-cutter requirements as outlined in the most recent Final Implementation Guidance for the Community Grants Program; and

**WHEREAS**, WRD agrees to provide identified services to assist Participant in its compliance with the Grant as identified in this MOU and Participant agrees to the terms of this MOU; and

**WHEREAS**, Participant agrees to complete the workplan as submitted with the grant application to EPA dated October 3, 2024, within 5 years of award.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

**Section 1:** The above recitals and the attached exhibits are incorporated herein as provisions of this MOU.

**Section 2:** Participant hereby accepts the assistance of WRD as set forth herein and accepts the conditions of assistance for the Program, acknowledging that upon award WRD will submit progress reports and invoices to the EPA on behalf of the Participant for reimbursement. Participant acknowledges that all reimbursement decisions will be made by the EPA and WRD shall have no liability to Participant for funding under this MOU or the Grant.

**Section 3:** Participant agrees to be bound by the terms of this MOU in consideration of the services and assistance of WRD and funding by the EPA. Participant also agrees to comply with all requirements under the Grant set forth in the attachments to this MOU, which are incorporated herein by this reference.

**Section 4:** Participant hereby agrees to provide WRD with the required information for the Progress Reports within 45 days of request by WRD.

**Section 5:** Participant hereby acknowledges that if the EPA may requires additional information and compliance with additional requirements not set forth in this MOU, Participant hereby agrees to make all reasonable efforts to comply with the same for funding under the Grant. Participant acknowledges that compliance with Grant requirements is its responsibility, WRD is acting as a third party assisting Participant and assumes no responsibility or liability for the actions or inactions of Participant or its failure to meet Grant requirements or meet associated deadlines.

**Section 6:** Upon thirty (30) days written notice, the Parties hereto and the EPA may examine, inspect, copy, review and audit any documents or records within the custody or control of the Parties to this MOU relating to any and all aspects of services and/or charges or credits incurred or received in relation to this MOU. The Participant further agrees to maintain records related to the Grant and its expenses in compliance with Grant requirements and comply with any and all applicable audit requirements

**Section 7:** This MOU only applies to the terms contained herein and is an integrated agreement inclusive of the attached LOI, Exhibits and the referenced materials contained therein. Any amendment as to the terms of this MOU requires the written agreement of the Parties in an amendment to this MOU.

**Section 8: Notices** Any and all notices related to this MOU shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent of the designated contact person for each Party and addressed as follows:

**Participant**

La Habra Heights County Water District  
Joe Matthews, General Manager  
1271 N. Hacienda Road La Habra Heights, CA 90631

**WRD**

Water Replenishment District of Southern California  
Esther Rojas, Manager of Watermaster and Water Resources  
4040 Paramount Boulevard Lakewood, CA 90712

**Section 9: Authority** Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under this MOU and that the individual executing this MOU on its behalf has the legal power, rights, and authority to bind such party.

**Section 10: Counterparts** This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

**Section 11: Governing Law** This MOU shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

**Section 12: No Assignment** Neither party shall assign or otherwise transfer this MOU or its right or interest or any part thereof to any third party, without the prior written consent of the other party.

**Section 13: Indemnity** Participant agrees to release, indemnify, defend and hold WRD harmless from and against any and all loss, damage, claims, expenses or liabilities of any kind (including but not limited to attorneys' fees and costs, and other expenses related thereto) arising out of any act or omission by Participant in implementing the project or complying with the requirements set forth in the LOI and this MOU, except in the event of WRD's gross negligence.

**Section 15: Attorneys' Fees** If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this MOU or to enforce this MOU, in addition to any other relief to which the successful or prevailing party or

parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

**Section 16: Reimbursement** If Participant fails to meet any of the requirements set forth in this MOU or as required by the Grant, Participant agrees to reimburse WRD/or/EPA for any associated funds received, inclusive of any costs imposed. Participant also agrees to reimburse WRD for the costs of any required consultants, including but not limited to required consultants for NEPA/CEQA compliance.

**IN WITNESS WHEREOF**, the parties thereto have executed this Memorandum of Understanding to be executed by their duly authorized representatives.

**PARTICIPANT**

Date: 3/26/2005

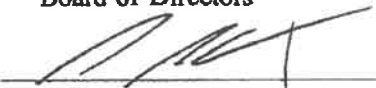
By: 

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**


Date: 6/17/25

By:   
Vera Robles DeWitt, Vice-President  
Board of Directors

Date: 6/17/25

By:   
Sergio Calderon, Secretary  
Board of Directors

Date: 6/17/25

By:   
Leal Trejo APC, District Counsel

**Exhibit B**



**REIMBURSEMENT AGREEMENT  
BY AND BETWEEN  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
AND  
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
REGARDING  
ENVIRONMENTAL COMPLIANCE RELATED SERVICES**

This Reimbursement Agreement, hereinafter ("Agreement"), is made and entered on 6/3/25 by and between La Habra Heights County Water District ("Participant"), and the Water Replenishment District of Southern California ("WRD") or together as ("Parties").

**RECITALS**

**WHEREAS**, this reimbursement program ("Program") was developed to serve water system providers with assistance to access and comply with potential funding sources to address contaminated drinking water issues; and

**WHEREAS**, by helping communities clean up and treat contaminated water wells and address other infrastructure needs, WRD furthers its mission in reducing the region's dependence on imported water; and

**WHEREAS**, under this Program, WRD will assist Participant by retaining environmental compliance services for Participant's efforts to comply with funding source environmental requirements; and

**WHEREAS**, Participant agrees to reimburse WRD for any and all costs and expenses incurred by WRD on behalf of Participant in retaining the environmental compliance contractor as provided for herein.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

**Section 1:** The above recitals are incorporated herein as provisions of this Agreement.

**Section 2:** Participant hereby requests the assistance of WRD as set forth herein and accepts all conditions of assistance.

**Section 3:** Participant agrees to be bound by the terms of this Agreement in consideration of the services and assistance of WRD as contemplated and set forth herein.

**Section 4:** Participant hereby agrees to reimburse WRD within 45 days of invoice for

any and all costs incurred in retaining an environmental consultant to provide NEPA compliance services for Participant. Participant acknowledges the proposed amount and breadth of services attached hereto as Exhibit "A" and incorporated herein with the reference.

**Section 4:** Upon thirty (30) days written notice, Parties hereto may examine, inspect, copy, review and audit any documents or records within the custody or control of the other Party relating to any and all aspects of services related to this Agreement or charges or credits incurred or received in relation to this Agreement.

**Section 5:** This Agreement only applies to the terms contained herein and is a fully integrated agreement. Any amendment as to the terms of this Agreement requires the written agreement of the Parties in a formal amendment to this Agreement.

**Section 6:** Any and all notices related to this Agreement shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent to the designated contact person for each Party and addressed as follows:

**Participant**

La Habra Heights County Water District  
Joe Matthews  
General Manager  
1271 N Hacienda Road  
La Habra Heights, CA 90631

**WRD**

Water Replenishment District of Southern California  
Esther Rojas  
Manager of Watermaster and Water Resources  
4040 Paramount Boulevard  
Lakewood, CA 90712

**Section 7:** Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under this Agreement and that the individual executing this Agreement on its behalf has the legal power, rights, and authority to bind such party.

**Section 8:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

**Section 9:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

**Section 10:** Neither party shall assign or otherwise transfer this Agreement or its right or interest or any part thereof to any third party, without the prior written consent of the other

party. No assignment of this Agreement shall relieve the assigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

**Section 11:** Participant agrees to hold harmless and indemnify WRD for and all claims related to this Agreement.

**Section 12:** If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this Agreement or to enforce this Agreement, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

**IN WITNESS WHEREOF,** the parties thereto have executed this Reimbursement Agreement to be executed by their duly authorized representatives.

La Habra Heights County Water District  
("PARTICIPANT")

By: \_\_\_\_\_

Date: \_\_\_\_\_

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA ("WRD")

Date: 6/17/25

By: 

Vera Robles DeWitt, Vice-President  
Board of Directors

Date: 6/17/25

By: 

Sergio Calderon, Secretary  
Board of Directors

Date:

9/17/25

By:

  
Leah Trejo APC, District Counsel

party. No assignment of this Agreement shall relieve the assigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

**Section 12:** Participant agrees to hold harmless and indemnify WRD for any and all claims related to this Agreement, Participant acknowledges that WRD's role in this reimbursement structure is to assist the Participant with environmental compliance as required by a funding source for which WRD was asked to be a facilitating entity as part of legislation. Participant acknowledges WRD's role and agrees to hold WRD harmless for any and all claims related to this reimbursement structure, with the exception of gross negligence on behalf of WRD.

**Section 13:** If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a "Legal Proceeding") is commenced under this Agreement or to enforce this Agreement, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys' fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

**IN WITNESS WHEREOF,** the parties thereto have executed this Reimbursement Agreement to be executed by their duly authorized representatives.

La Habra Heights County Water District  
("PARTICIPANT")

By: \_\_\_\_\_

  
Joe Matthews, General Manager

Date: \_\_\_\_\_

4/23/2025

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA ("WRD")

Date: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit "A"**

# Sirius Environmental

October 3, 2024

Aimee Zhao, Water Resources Planner  
Water Replenishment District (WRD)  
4040 Paramount Boulevard  
Lakewood, CA 90712

**RE: Proposal to Provide Environmental Services Pursuant to NEPA in Connection with  
Construction of Water Treatment Facilities and Upgrades to the Judson Wellfield**

Dear Aimee:

We understand that the La Habra Heights County Water District (LHHCWD) has identified PFAS above EPA MCLs and both PFAS and PFOAs above State response levels in the Judson Wellfield. In response to this contamination LHHCWD proposes to install a 6,000 gallons per minute Ion Exchange Treatment System (sand separators followed by new pretreatment cartridge filters and three pairs of IX pressure vessels) at the Judson Wellfield, Wells 10 and 11 site. The facility will connect to Wells 8, 10 and 11. At the same time Wells 10 and 11 will be upgraded with new pumps and motors to maximize pumping capacity. A new 18-inch pipe (that will cross Norwalk Boulevard near the intersection with Saratoga Street) will connect to the existing 30-inch pipe currently transferring water from Well 8 to the Gualtieri reservoir to redirect that raw water to the Well 10 and Well 11 site for PFAS treatment. The existing 28-inch pipe from Wells 10 and 11 to the Gualtieri reservoir will be used to transfer the combined treated water from the wells to the Gualtieri reservoir.

The LHHCWD is seeking a grant from the EPA through the WRD to procure the equipment to undertake the improvements. LHHCWD proposes to construct the entire project using a combination of funds from EPA, local funding programs (WRD PFAS Remediation Program), and funding from its own budget.

The LHHCWD has contracted with a consultant to undertake CEQA documentation which is anticipated to be a Categorical Exemption using Class 1 Existing Facilities (intended for minor alteration of existing facilities involving *negligible expansion* of use and specifically includes addition of health protection devices). It should be clarified (if true) that the new pumps would not result in substantially increased pumping compared to existing and/or historic conditions.

Consistent with CEQA Section 15300.2, applicable exceptions to exemptions should be documented as part of the CEQA process (a Class 1 CE involves ruling out exceptions to exemptions: no significant cumulative impacts, no significant impacts due to unusual circumstances, the site isn't on a list of contaminated sites, no substantial change to an historical resource).

The short new pipeline crossing Norwalk Boulevard also appears eligible for the statutory pipeline exemption (Section 21080.21 addressing installation of new pipelines less than a mile in length in a public street/right-of-way but does not include surface facilities required for operation).

### Scope of Work

As the original EPA Community Grant recipient WRD plans to document NEPA compliance (anticipated to be a Categorical Exclusion -- CatEx<sup>1</sup>) including coordination with appropriate agencies. EPA regulations indicate *"The documentation must include: A brief description of the proposed action; a statement identifying the categorical exclusion that applies to the action; and a statement explaining why no extraordinary circumstances apply to the proposed action."* The proposed project is within an existing facility and includes replacement equipment and a short new pipeline within existing right of way. Minor construction activity would be required that would not have the potential to impact adjacent uses. No impacts to biological resources are anticipated due to the existing urban environment and minimal disturbance of soils (anticipated to be all previously disturbed). These issues can be documented by answering the questions on the CatEx review form. Ideally, the NEPA documentation can substantially rely on the CEQA documentation to identify the Project Description and range of anticipated impacts. We assume that the CEQA consultant will prepare any necessary technical reports, but if not, we can undertake any necessary studies (after discussions with EPA as to their requirements). EPA CatEx documents are not substantially detailed.<sup>2</sup>

### Costs

Given the involvement of a CEQA consultant, the extent of effort necessary for NEPA coordination is unclear. It may well be that the tasks to coordinate with the EPA, agencies and complete the Categorical Exclusion form are straightforward and the budget outlined below is not fully needed.

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<sup>1</sup> 40 CFR Part 6. § 6.204 Categorical exclusions and extraordinary circumstances.  
(a)(1)(ii). Actions relating to existing infrastructure systems (such as sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) that involve minor upgrading, or minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and system components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems) or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities. This category does not include actions that: involve new or relocated discharges to surface or ground water; will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water; will provide capacity to serve a population 30% greater than the existing population; are not supported by the state, or other regional growth plan or strategy; or directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purposes of future development.

<sup>2</sup> <https://cdxapps.epa.gov/cdx-enepa-11/public/action/nepa/search/search#results>



Aimee Zhao  
October 3, 2024  
Page 3

Estimated Costs		
Task	Hours	Costs
1: Coordinate with EPA regarding agency involvement	10	\$2,900.00
2: Prepare letter(s) describing project and likely negligible impacts suitable to send to agencies to seek their concurrence of a no impact determination (SHPO, USFWS, ACOE). Coordinate with agencies as needed.	26	\$7,540.00
3: Coordinate with LHHWCWD CEQA Consultant	16	\$4,640.00
4: Together with WRD staff Complete EPA Cat Exclusion Form	30	\$8,700.00
5: Meetings and Consultation	16	\$4,640.00
Total	82	\$28,420.00

Aimee, if you have any questions let me know.

Sincerely,



Wendy Lockwood  
Principal

**DISCUSS AND APPROVE  
CIVILTEC PROPOSALS FOR PLANT 1  
STRUCTURAL ASSESSMENT AND  
GUALTIERI RESERVOIR SEISMIC  
STUDY**

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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE: DECEMBER 10, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: CIVILTEC PROPOSALS FOR PLANT 1 STRUCTURAL  
ASSESSMENT AND GUALTIERI RESERVOIR SEISMIC STUDY**

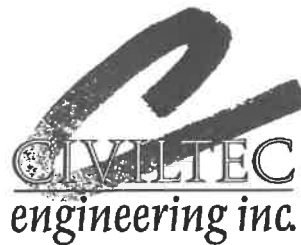
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After discussion with the Board, I was asked to obtain a proposal from Civiltec for a structural assessment of Plant 1. Civiltec has submitted two proposals.

The first proposal is for Plant 1 structural assessment that includes electrical improvements. The concrete pad supporting the electrical equipment is under stress and may be compromised.

The second proposal involves a seismic study of Gualtieri Reservoir, which is Phase 1 – Seismic Study and Preliminary Engineering phase. This proposal is included because we plan to rehabilitate Gualtieri Reservoir at the same time we rehabilitate Plant 1.

These proposals represent the beginning phases of rehabilitating Gualtieri Reservoir and Plant 1 at the same time to limit loss of ground water supply. The results will be used in the final design stages for each rehabilitation.



*Civil, Water, Wastewater, Drainage, Transportation and  
Electrical/Controls Engineering • Construction Management • Surveying  
California • Arizona*

December 10, 2025

La Habra Heights County Water District  
1271 N Hacienda Road  
La Habra Heights, CA 90631

Sent Via Email: [joe@lhwcwd.com](mailto:joe@lhwcwd.com)

**ATTN: Joe Matthews | General Manager**

**RE: Proposal for Plant 1 Electrical and Structural Improvements  
Civiltec Proposal No. PM25054.00**

Dear Mr. Matthews:

**Civiltec engineering, inc. (Civiltec)** appreciates the opportunity to provide professional engineering services to La Habra Heights County Water District (District) for the above referenced project. We understand that the project involves upgrading aging electrical infrastructure and analyzing deteriorating structural floors at Plant No. 1, located at the intersection of Whittier Boulevard and Santa Gertrudes Avenue in La Habra, California. This District facility is situated at elevation EL255+ and consists of three booster pumps (P1-B1, B2, and B3); B1 and B2 rated at 300 horsepower (HP), and B3 rated at 350 HP, with a combined capacity of 4,242 gallons per minute (GPM) and a 47,000-gallon Forebay.

It appears that the concrete floor at the Forebay is supporting the south-side building wall along with the aging electrical motor control centers (MCCs) and switchgear cabinets. The observed floor cracks and deflection suggest that the slab may be under excessive stress, possibly due to seismic events or corrosion-related deterioration. Notably, there is a visible gap between the floor and the base of the electrical cabinets, indicating possible structural compromise.

Given these conditions, it is critical to conduct a comprehensive assessment of the current structural integrity and implement appropriate upgrades to safeguard infrastructure and enhance the long-term reliability and service life of this vital District asset.

Aging electrical MCCs and switchgear cabinets need replacement. **Civiltec** will be looking at site planning for new electrical building, assessing options to locate the new MCC and switchgear including automatic transfer switch (ATS), standby generator and new Southern California Edison (SCE) service.

According to as-built plans, Plant No. 1 receives its supply directly from the 4.3-million-gallon (MG) Gualtieri Reservoir via pumps and boosts water to a higher-pressure zone feeding Reservoir 5A and other facilities. The District intends to proceed with the electrical and structural improvements to Plant No. 1 concurrently with the Gualtieri Reservoir being taken offline for upgrades, as part of an ongoing seismic study and rehabilitation effort.



## **AUTHORIZED RESPONSIBLE ENGINEERS**

*Civiltec* proposes to assign W. David Byrum, PE, as company representative. As President of the firm, he is responsible for the firm's timely response and quality completion of this project. He has complete authority to handle all contractual matters, commit *Civiltec's* resources as necessary and take all action necessary to meet your requests. David will be assisted by Sanjay Verma, PE as the Senior Engineer / Project Manager who will take the lead and perform overall project management and coordination including project structural and mechanical, and all other design improvements including bid support. Heber Torres, PE, Principal Electrical Engineer, will take lead on electrical and control related efforts. Chris Duncan, PLS, will take the lead on mapping easements on the site and will assist in determining the need for additional easements. This team has completed numerous similar projects over the years together. *Civiltec* will manage this project directly from our Monrovia office.

## **SCOPE OF SERVICES**

Based on our project understanding and professional experience, we have identified the following scope of services.

### **Phase 1 – Survey, Geotechnical and Electrical Building Layout**

#### **Task 1 – Review Record Data**

*Civiltec* will review the following record documents to gather project pertinent information and preliminary design parameters.

- Pertinent As-built Plant No. 1 Drawings
- Review District Clearwell/ Plant No. 1 Dive/ Corr Inspection Report

#### **Task 2 – Topographic Survey, Base Mapping and Field Visit**

*Civiltec* will perform a topographic survey of the project limits and establish the control survey points using benchmark and centerline tie information and plot right-of-way and lot lines in accordance with record mapping and field monuments. We will take field shots of existing Forebay and surface features, poles, edge of pavement, curb and gutter, sidewalk, trees, parkways, catch basins, and other visible aboveground facilities within the project limits. Additionally, we will perform site field walks to confirm facilities identified in the topographic survey and review any site changes or constraints to aid in the project design.

*Civiltec* will combine the topographic information obtained from the field survey and site investigation, title report documents, and utility information obtained from research to prepare a base map of the project area. A comprehensive utility and site base map will be prepared from the survey and utility information that will identify utilities, above ground features, and boundary lines (right-of-way, property lines and easements) within the project limits.

*Civiltec* will perform an assessment of the land area around Plant 1 to identify owned parcels and easement rights. In this process, we will identify any new land area needed for the new electrical building, generator and SCE transformer. Our scope does not include support for the acquisition of easements at this time. Once the needs are identified, we will issue a scope and budget to assist the District.



### **Task 3 – Geologic/Geotechnical Analyses and Report**

*Civiltec* will team with Geotech Consultants to perform a geotechnical investigation. Geotech will review available documents such as existing geotechnical investigation reports for the project including geology and fault hazard maps and groundwater data. The information obtained from the review of these documents will be used to identify any geotechnical/geohazard constraint at the site and site-specific seismic data. The investigation will include subsurface exploration that consists of two borings total at the site drilled between 10 to 50 feet below the existing ground surface to obtain bulk samples of underlying soils for laboratory testing. Following laboratory testing, a geotechnical report will be prepared to summarize findings and recommendations for the Forebay retrofit. Recommendations will include site-specific seismic data.

### **Task 4 – Electrical and Controls Building Layout**

*Civiltec* will review available space and propose a layout for a new electrical building housing metered switchgear, MCC, ATS, and remote terminal unit (RTU) panel. Also, we will provide options to locate a new standby generator and SCE transformer.

*Civiltec* will review and evaluate installation of new variable frequency drives (VFDs), in lieu of solid-state starters, to control pump motor(s) as well as required instrumentation upgrades.

### **Task 5 – Cost Estimate**

*Civiltec* will prepare a preliminary cost estimate for all structural improvements and electrical work to assist the District with cash flow and rate case analysis by the District financial consultant.

### **Task 6 – Project Management and Meetings**

Project management tasks include but are not limited to developing and maintaining schedules, managing personnel, subconsultants, and deliverables, preparation of invoicing, and ensuring stakeholder satisfaction. A baseline project schedule will be prepared in Microsoft Project that includes all tasks outlined in the scope of services and meetings. Monthly reports will be submitted with each invoice detailing progress, updated schedules, and budget expended and remaining by task.

A kick-off meeting will be scheduled with the District and key members from the project team to introduce members, define roles, and formalize lines of communication and reporting, as well as discuss project information, standards, goals, schedules, potential conflicts and issues, expectations, and approach for evaluation and execution. We will request any records, data, and/or documents pertaining to the project. Overall elements to be discussed include the field walk, survey, facility design, construction, permitting, and geotechnical investigation. Meetings will also be held following District review of each design milestone, including the technical memorandum, 90%, and 100% (final electrical design). California Environmental Quality Act (CEQA) requirements are not currently part of this proposal. We will identify which CEQA process fits the project and will assist the District in bringing an environmental consultant on board, as necessary.

## **Phase 2 – Plant No. 1 Structural Improvement and New Electrical Building**

### **Task 1 – Plant No. 1 Floor Slab Structural Assessment and Rehabilitation Design Recommendation**

**Project Walk Through and Structural Survey.** *Civiltec* perform a comprehensive structural walkthrough of Plant No. 1, with particular focus on the Forebay floor slab. During the walk through



we will identify, photo document any signs of structural distress, including cracking, spalling, deflection, or other forms of deterioration.

**Structural Assessment and Deficiency Repair.** *Civiltec* will evaluate the current structural condition and load-carrying capacity of the existing floor slab based on field observations, GPR data, and available as-built drawings. Determine the residual strength and identify any structural deficiencies. We will prepare recommendations and a report for detailed design for appropriate rehabilitation or strengthening measures. Any structural upgrade design necessary will be defined in a separate proposal with a scope and budget.

### **Task 2 – New Electrical Building**

*Civiltec* will perform comprehensive layout and design of new electrical building including foundation. Architectural and structural construction plans including HVAC, lighting and electrical switchgear pads will be prepared. The new building will be designed to match the existing building architecture. Plans will include structural calculations for submission and plan check including coordination with the City Building and Safety Department for permitting. Permit costs will be paid by the District. Since this is a water facility, permits may not be required. The City may want to provide input on the building aesthetics.

### **Phase 3 – Plant No. 1 Electrical and Controls Upgrade**

#### **Task 1 – Electrical and Controls Upgrade**

*Civiltec* will design a 1600A, 480V, 3-Phase metered switchboard with service from SCE, switchgear, ATS, and RTU in a new electrical building. The new electrical building installation will include phased construction to allow for cutover of power and controls; this approach will reduce plant downtime during construction. The electrical design will include either solid state starters or VFDs (based on determinations made in Phase 1, Task 5), control pump motor(s) as well as required instrumentation upgrades. The pump starters will be located in the new electrical building.

The new electrical installation will also include an ATS and standby generator. The standby generator will be rated 600kW (approximate size) to run two (2) pumps simultaneously and ancillary loads during utility outage. Included in this task is coordination with SCE to determine the location for the new SCE transformer.

#### **Task 2 – Cost Estimate and Prepurchase of Long Lead Items**

*Civiltec* will prepare a preliminary cost estimate for electrical work. We will also prepare pre-purchase plans and specifications to prepurchase long lead items. We will place the prepurchase components out to bid and will review bids received. *Civiltec* will work with the District and selected vendor to review submittals and follow the fabrication process to completion.

### **SCHEDULE**

*Civiltec* is available to commence this project immediately. Based on the scope of work described previously, we can complete this project by August 2026, assuming a notice to proceed date in November 2025.



## FEE DISTRIBUTION SCHEDULE

Professional fees for the above-described services will be billed on a time and materials, not to exceed basis as summarized below. A breakdown of our hours and fees is included as Attachment A.

Phase 1 – Survey and Geotechnical and Electrical Building Layout.....	\$80,280.00
Phase 2 – Plant No. 1 Structural Improvement and New Electrical Building..	\$35,810.00
Phase 3 – Plant No. 1 Electrical and Controls Upgrade.....	\$37,400.00
<b>Total</b> .....	<b><u>\$153,490.00</u></b>

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates. Capacity, impact and permit fees associated with application filings shall be the responsibility of the District. Additional services may be authorized by the District based on **Civiltec's** Hourly Rate Schedule. **Civiltec** will bill monthly for all work performed and expenses incurred on the project's behalf.

If this proposal is acceptable, please return a signed copy to our office. Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact the undersigned directly with any comments or questions.

Sincerely,

**Civiltec engineering, inc.**

A handwritten signature in black ink, appearing to read 'D. Byrum'.

David Byrum, PE ([dbyrum@civiltec.com](mailto:dbyrum@civiltec.com))  
President, Principal Engineer

WDB:sjk:ht

Attachment(s): A – Breakdown of Hours and Fees

### Proposal Acceptance:

The Terms and Conditions of this proposal are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By Authorized Client Representative:

---

Joe Matthews | General Manager



**Attachment A**  
**Breakdown of Hours and Fees**

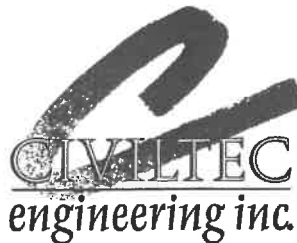
Project Name: Plant 3 Electrical and Structural Improvements  
 Client: La Habra Heights County Water District  
 Proposal Number: PM25054  
 T&M NTE (25CA)  
 Date: December 10, 2025

Scope of Work	HOURS													SubConstr.	SubConstr.	Reimb.	TOTAL
	PHC	SrE	PVE	PM	SrD	SrSE	SE_E	D	PT	Admin	SM	SPS	SLS	GEOTEC (x1.15)	GPR (x1.15)	Expenses	COST
Task 1 - Review Record Data	2	4	2	2			4			2							\$ 3,440.00
Task 2 - Topographic Survey, Base Mapping and Field Visit	2	8	6	4			6	40	8	2	40	24	12	\$ 13,800.00		\$ 1,000.00	\$ 45,990.00
Task 3 - Geologic/Geotechnical Analyses and Report	2	6		2		6			8								\$ 4,880.00
Task 4 - GPR Survey and Concrete Core Testing		6		2											\$ 4,600.00		\$ 6,670.00
Task 5 - Electrical and Controls Building Layout	4	2	6	2			8										\$ 4,920.00
Task 6 - Cost Estimate	2	2	2	2			4			2							\$ 2,910.00
Task 7 - Project Management and Meetings	24		10	10						2							\$ 11,530.00
Task 8 - Electrical and Controls Building Design	4	24		2		24		18									\$ 14,920.00
Task 9 - Plant No. 3 Floor Slab Structural Assessment and Rehabilitation Design	2	20	8	4		36	8	24									\$ 20,890.00
Task 10 - Plant No. 3 Electrical and Controls Upgrade	2	0	48	2			80										\$ 26,310.00
Task 11 - Electrical and Controls Upgrade	2	0	16	2			36										\$ 11,950.00
Task 12 - Cost Estimate and Procurement of Long Lead Items	44	72	68	34	0	60	140	82	16	8	40	24	12				\$ 11,950.00
<b>BUDGET</b>	<b>\$ 12,100.00</b>	<b>\$ 18,080.00</b>	<b>\$ 23,690.00</b>	<b>\$ 8,160.00</b>	<b>\$ -</b>	<b>\$ 12,540.00</b>	<b>\$ 25,350.00</b>	<b>\$ 18,340.00</b>	<b>\$ 2,246.00</b>	<b>\$ 720.00</b>	<b>\$ 8,300.00</b>	<b>\$ 6,840.00</b>	<b>\$ 13,100.00</b>	<b>\$ 13,800.00</b>	<b>\$ 4,600.00</b>	<b>\$ 1,000.00</b>	<b>\$ 153,490.00</b>

PHC = Principal Engineer (PE)  
 PVE = Principal Electrical Eng. (PE)  
 PE = Project Engineer (PE)  
 SE = Staff Engineer (SE)  
 CAD = CAD Operator  
 Admin = Admin. Asst./Clerical  
 SPS = Two Person Survey Crew

SrE = Senior Engineer (PE)  
 PM = Project Manager  
 SrD = Senior Designer  
 D = Designer  
 JtE = Jr. Engineer (Design)  
 CO = Construction Observer  
 SLS = Staff Land Surveyor (PLS)

SrPM = Sr. Project Manager  
 SrSE = Sr. Project Engineer (PE)  
 SrSE = Sr. Staff Engineer (SE)  
 D/CAD = Designer/CAD Operator  
 PT = Planning Technician  
 SM = Survey Manager (PLS)  
 JT = Survey Technician



*Civil, Water, Wastewater, Drainage, Transportation and  
Electrical/Controls Engineering • Construction Management • Surveying  
California • Arizona*

October 20, 2025,

La Habra Heights County Water District  
1271 N Hacienda Road  
La Habra Heights, CA 90631

Sent Via Email: [joe@lhhcwd.com](mailto:joe@lhhcwd.com)

**Attention: Joe Matthews | General Manager**

**Subject: Proposal for Phase 1 Gualtieri Reservoir Seismic Study & Rehabilitation  
Civiltec Proposal No. PM25026**

Dear Mr. Matthews:

**Civiltec engineering, inc. (Civiltec)** appreciates the opportunity to provide professional engineering services to La Habra Heights County Water District (LHHCWD) for the above referenced project. We understand this project is to upgrade and rehabilitate the LHHCWD 4.3-million-gallon (MG) Gualtieri Reservoir formerly called La Mirada Reservoir, located at intersection of Telegraph Road and Mills Avenue in La Habra, California.

The goal of this project is to bring the reservoir into compliance with the requirements of the American Water Infrastructure Act of 2018 (AWIA 2018) and Section 1433 of the Safe Drinking Water Act (SDWA). The scope of work will include modifications, retrofits, and improvements necessary to address identified deficiencies related to seismic performance, safety, sanitation, and operational functionality.

The reservoir will also be evaluated for compliance with relevant standards, including those established by the American Water Works Association (AWWA), the Occupational Safety and Health Administration (OSHA), the American National Standards Institute (ANSI) and the Division of Drinking Water (DDW).

The Tank rehabilitation will be implemented in phases, Phase 1 Seismic Study and Preliminary Engineering phase and Phase II Final Design and Bid Phase (via a separate proposal at a later date).

#### ***Reservoir Description***

According to as-built drawings dated June 14, 2001, the reservoir is a welded steel tank with an internal diameter of 156 feet and a water depth of 30 feet to the overflow level. This configuration results in a total storage capacity of approximately 4.3 million gallons, with a calculated hydrostatic pressure at the tank bottom of 1,872 pounds per square foot (psf).

The tank is situated on a pad at elevation 150 feet (NGVD29) and is supported by engineered fill over a previously abandoned water tank. The fill depth ranges between 10 and 15 feet across two levels.

The subsurface beneath the tank floor consists of oil sand, and the tank itself is founded on a 4-foot, 3-inch-wide concrete ring wall foundation.

## **AUTHORIZED RESPONSIBLE ENGINEERS**

*Civiltec* proposes to assign W. David Byrum, PE, as company representative. As President of the firm, he is responsible for the firm's timely response and quality completion of this project. He has complete authority to handle all contractual matters, commit *Civiltec's* resources as necessary and take all action necessary to meet your requests. David will be assisted by Sanjay Verma, PE as the Senior Engineer/ Project Manager who will take the lead in overall project including structural, mechanical, all other analyses in this Phase 1. This team has completed numerous similar projects over the years together. *Civiltec* will manage this project directly from our Monrovia office.

## **SCOPE OF SERVICES**

Based on our project understanding and professional experience, we have identified the following scope of services.

### **Phase 1 – Seismic Study and Tank Rehabilitation**

#### **Task 1 – Review Record Data**

Review of the following record documents will be performed to gather project pertinent information and preliminary design parameters.

- a. Pertinent As-built Steel Tank Drawings
- b. Dive Inspection Reports
- c. Any existing Geotechnical Report and Site-Specific Seismic Data for Analysis.

#### **Task 2 – Geologic/Geotechnical Analyses and Report**

*Civiltec* will team with GEOCON West, Inc. to perform a geotechnical investigation. GEOCON will review available documents such as existing geotechnical investigation reports for the project, geology and fault hazard maps, and groundwater data. The information obtained from the review of these documents will be used to identify any geotechnical/geohazard constraint at the site and Site-Specific Seismic Data. The investigation will include subsurface exploration which consists of two borings total at tank site that are drilled between 10 to 50 feet below the existing ground surface to obtain bulk samples of underlying soils for laboratory testing. Following laboratory testing, a geotechnical report will be prepared that will summarize findings and recommendations for tank retrofit. Recommendations will include Site-Specific Seismic Data.

#### **Task 3 – Tank Structural Analysis, Evaluation, and Recommendations**

- a. Perform structural analyses of existing steel tank wall, roof and foundation. Analyses will be performed in accordance with current AWWA D100-2021 and ASCE07-2022 for existing steel tank overturning, hoop stress and sliding. Seismic forces will be calculated in accordance with the AWWAD100-21 and ASCE07-22 and geotechnical data. Detail analyses for steel columns, rafter, or other similar components will not be performed.
- b. Perform a structural survey and walkthrough of the exterior of the water tank to identify any structural abnormality or deterioration, particularly roof plate and roof support framing. Locate any appreciable damage in tank features that may require improvement besides roof repair.

- c. Evaluation of the steel tank will be made to determine adequacies/deficiencies of the analyzed components and structure as a unit.
- d. Conduct a sloshing wave analysis based upon site specific geotechnical data and existing tank configuration and AWWA D100. This analysis will determine the wave height based on a maximum probable seismic event. Determine sloshing wave forces acting upon the underside of the tank for the current freeboard and alternative freeboard heights. Based upon this analysis, we will identify the potential risks to the tank.
- e. Based on the results of structural analyses and evaluation, structural improvements will be recommended for LHCWD consideration. These may include retrofit tank shell or annular plate strengthening, roof plate, and roof framing, etc.
- f. Additional tank inspection may be required to determine metal loss or corrosion damage and any required structural improvements. These may include pitting on tank floor and shell and will be evaluated for required repair work.

#### **Task 4 – Piping Improvements**

- a. Review and evaluate existing facility drawings and control valve piping.
- b. Determine feasibility of installing new seismic control valves. Determine potential location of aboveground new piping and valves including electrical and instrumentation improvement required.

#### **Task 5 – Site Inspection and Evaluation for Improvements**

- a. Develop schematics of existing tanks proposed typical modifications for stairways.
- b. Site inspection will also record and evaluate sanitary conditions such as vents, hatches, overflows, manways and other openings.
- c. Site inspection will also record and evaluate ladder and access wet riser/ pipe openings, fall preventions and handrails, vandal deterrent, safety grate and signage.

#### **Task 6 – Preliminary Design Plan**

*Civiltec* will perform preliminary level reservoir rehabilitation plans with design and improvement to bring tanks in conformance with American Water Infrastructure Act (AWIA2013)/ Safe Drinking Water Act (SDWA) Section 1433. This will eliminate any deficiency due to seismic deficiency, safety related deficiency, sanitary and operational deficiencies. Effort will also be made to prepare tank in compliance with standard from American Water Works Association (AWWA), Occupational Safety and Health Administration (OSHA) and American National Standard Institute (ANSI). This phase will layout reservoir rehabilitation for new seismic load, seismic upgrades with existing piping improvement, new valving, controls equipment if any, and will prepare 30% design level drawings.

#### **Task 7 – Preliminary Cost Estimate**

Summarize results of our analyses, site inspection and evaluations, recommended improvements and prepare cost estimate for tank rehabilitation work.



## SCHEDULE

**Civiltec** is available to commence this project immediately. Based on the scope of work described previously, we can complete this analysis phase by March 2026, assuming a notice to proceed in November 2025.

## FEE DISTRIBUTION SCHEDULE

Professional fees for the above-described services will be billed on a time and materials, not to exceed basis as summarized below. A breakdown of our hours and fees is included as Attachment A.

Phase 1 – Seismic Study & Tank Rehabilitation .....	\$85,585.00
<b>Total .....</b>	<b><u>\$85,585.00</u></b>

Any work not authorized within 3 months of the date of this proposal will be subject to renegotiations based on current rates. Capacity and impact fees associated with application filings shall be the responsibility of the LHHCW. Additional services may be authorized by the LHHCW based on **Civiltec's** Hourly Rate Schedule. **Civiltec** will bill monthly for all work performed and expenses incurred on the project's behalf.

If this proposal is acceptable, please return a signed copy to our office. Again, thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact the undersigned directly with any comments or questions.

Sincerely,

**Civiltec engineering, inc.**

A handwritten signature in black ink, appearing to read 'D. Byrum'.

David Byrum, PE ([dbyrum@civiltec.com](mailto:dbyrum@civiltec.com))  
President, Principal Engineer

WDB/SJK:cms

Attachment(s): A – Breakdown of Hours and Fees

### Proposal Acceptance:

The Terms and Conditions of this proposal are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

By Authorized LHHCW Representative:

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Joe Matthews, General Manager

**Attachment A**  
**Breakdown of Hours and Fees**

Project Name: Gualtieri Reservoir Rehabilitation Seismic Study  
 Client: La Habra Heights County Water District  
 Proposal Number: PM25026  
 T&M NTE (25-26LHHCWD)  
 Date: October 20, 2025

Date: October 20,2025														
Scope of Work	HOURS											SubConst. Svc. (x1.15)	Reimb. Expenses	TOTAL COST
	PIC	SrE	PrEE	PM	SrSE	SrD	D/CAD	CAD	JE	PT	Admin			
	\$ 275.00	\$ 265.00	\$ 235.00	\$ 240.00	\$ 190.00	\$ 205.00	\$ 145.00	\$ 130.00	\$ 90.00	\$ 140.00	\$ 90.00			
Task 1 - Review Record Data	4	8			4						6			\$ 4,520.00
Task 2 - Geologic/Geotechnical Analysis and Report		8										\$ 17 @25.00		\$ 19,945.00
Task 3 - Tank Structural Analysis, Evaluation, and Recommendations	4	40			40									\$ 19,300.00
Task 4 - Piping Improvements	2	8			12	12								\$ 7,410.00
Task 5 - Site Inspection and Evaluation for Improvements		24			24				24				\$ 250.00	\$ 33,330.00
Task 6 - Preliminary Design Plan	4	12			24	24								\$ 13,760.00
Task 7 - Preliminary Cost Estimate	4	12			16									\$ 7,320.00
HOURS	18	112	0	0	120	36	0	0	24	0	6			\$ 116
BUDGET	\$ 4,950.00	\$ 29,880.00	\$ -	\$ -	\$ 22,800.00	\$ 7,380.00	\$ -	\$ -	\$ 2,160.00	\$ -	\$ 340.00	\$ 17,825.00	\$ 250.00	\$ 85,585.00

PIC = Principal Engineer (PE)  
 PrEE = Principal Electrical Eng. (PE)  
 PE = Project Engineer (PE)  
 SE = Staff Engineer (ET)  
 CAD = CAD Operator  
 Admin = Admin. Asst./Clerical  
 ZPS = Two Person Survey Crew  
 SrE = Senior Engineer (PE)  
 PM = Project Manager  
 SrD = Senior Designer  
 D = Designer  
 PrE = Jr. Engineer (Intern)  
 CO = Construction Observer  
 SLS = Staff Land Surveyor (PLS)  
 SrPM = Sr. Project Manager  
 SrPE = Sr. Project Engineer (PE)  
 SrSE = Sr. Staff Engineer (ET)  
 D/CAD = Designer/CAD Operator  
 PT = Planning Technician  
 SM = Survey Manager (PLS)  
 ST = Survey Technician



**DISCUSS AND APPROVE  
EMERSON ANNUAL SCADA  
SOFTWARE SUPPORT CONTRACT**

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**LA HABRA HEIGHTS COUNTY WATER DISTRICT**

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**MEMORANDUM**

**DATE: DECEMBER 16, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: EMERSON ANNUAL MAINTENANCE AND SOFTWARE  
SUPPORT CONTRACT**

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Emerson Power & Water Solutions has submitted a proposal for our annual SCADA system software support to the District, along with maintenance as needed on a time and material basis. This agreement includes licensing and support for all third-party software vendors used by the District, including Control Wave, Iconics, and Team Viewer software. All software currently in use is covered by this agreement and all new software will also be covered once it is installed on the new SCADA computer through the licensing agreement of each product.

The agreement also includes warranty coverage for all hardware used at each location in the water system.

Total cost of the agreement is \$24,907.56. I recommend approving Emerson's 2025/2026 Software Support Contract Renewal



Emerson Power & Water  
Solutions  
1000 Westinghouse Drive  
Suite 500  
Cranberry Township, PA 16066  
USA  
[www.Emerson.com](http://www.Emerson.com)

**December 4, 2025**

**La Habra Heights County Water District  
1271 North Hacienda Boulevard  
La Habra Heights, CA 90631**

**Attention:** Joe Matthews

**Subject:** 2025 - 2026 Software Support Contract Renewal for La Habra Heights County Water District  
Emerson Process Management Power & Water Solutions, Inc.  
Offer No. WAS015036R0

Dear Joe Matthews,

Emerson Process Management Power & Water Solutions, Inc. (Emerson), part of the Emerson family of business, is pleased to submit this offer to La Habra Heights County Water District for 2025 – 2026 Support and Services Maintenance Renewal. The agreement will cover the period from December 1<sup>st</sup>, 2025 to November 30<sup>th</sup>, 2026, and is subject to the attached Support and Services Contract.

Thank you for the opportunity to submit this offer. If you should have any questions or require additional information, please feel free to contact your local representative, Thomas Madson at (951) 288- 9238.

Sincerely,

**Anna Almira Sabino / Thomas Madson**

Emerson Automation Solutions  
Power & Water Solutions, Inc.

**Commercial Description for the La Habra Heights County Water District, 2025 - 2026 Software Support Contract Renewal**

This document defines the commercial basis under which Emerson makes this offer to La Habra Heights County Water District for the 2025 - 2026 Software Support and Services Contract Renewal.

<b>Terms and Conditions</b>	<p>The terms and conditions of this renewal offer are those specifically contained in the Software Support and Services Contract. This must be signed and returned to form acceptance of this renewal offer or issuance of an acceptable purchase order that makes reference to the said terms as being exclusively applicable.</p> <p>Some or all of the offerings in this Emerson offer are Software Offerings, which may include term-limited, subscription-based software licenses ("Subscription Offerings") or perpetual software licenses ("Perpetual Offerings") as indicated in this offer document. The license term for each Software Offering is as specified in this offer document ("License Term"). The License Term for Subscription Offerings may be automatically renewed in accordance with the Software License Agreement located at <a href="http://www.Emerson.com/Software-License-Agreement">www.Emerson.com/Software-License-Agreement</a> (the "Software License Agreement"). Notwithstanding anything to the contrary in any agreement between the parties, License Terms for Subscription Offerings are non-cancelable and fees paid are non-refundable. If Licensee terminates the License Term prior to the end of the License Term, all amounts that would have become due for the remainder of the License Term shall accelerate and become immediately due and payable. Emerson's provision of any software identified in a Software Offering is conditioned upon Licensee's acceptance of the Software License Agreement. Notwithstanding anything to the contrary in the Governing Terms, Customer's rights, and Emerson's (and its affiliates) obligations, regarding Emerson software are governed solely by the Software License Agreement.</p>
<b>Mailing Address</b>	<p>Please use the following legal name and address for all purchase orders and contracts:</p> <p>Emerson Process Management Power &amp; Water Solutions, Inc.</p> <p>2507 Lovi Rd Building 3 / 3A Freedom, PA 15042 USA</p> <p><b>Electronic Transmission:</b> Purchase orders sent by email should be addressed to your local representative.</p> <p><b>Hardcopy Transmission:</b> Hardcopy (or printed versions) of purchase orders and contracts should be mailed to the following address and addressed to Geok Wah Ser.</p>
<b>Purchase Orders and Contracts Requirements</b>	<p>For Emerson to process the Customer's PO, the following must be included in the PO.</p> <ul style="list-style-type: none"><li>▪ Purchase order number</li><li>▪ Emerson's offer number (WAS#) including revision</li><li>▪ PO must match the unit price (\$) and list each item in Emerson's valid offer</li><li>▪ Ship to address</li><li>▪ Bill to address</li><li>▪ A copy of the tax certificate is needed if your organization is tax-exempt</li><li>▪ <b><u>For Software orders</u></b> please include the <b>utility/end-user contact information (name, contact, location, phone, email address)</b> at the time of order to ensure proper warranty, trade compliance, and ISO procedural adherence</li></ul>

<b>Pricing</b>	<p>The price for the renewal contract can be found in the <b>Software Support and Services Contract</b> below.</p> <p>Unless otherwise specified, all offer pricing is in US Dollars.</p> <p>Payments can be made via ACH or credit card. All payments made via credit card will be subject to a 3% fee.</p> <p>Taxes are not included in the price and will be added to each invoice unless a tax certification is provided with the purchase order.</p> <p>Delivery shall be FCA (Jobsite). Freight and handling charges will be added to the invoice.</p>
<b>Terms of Payment</b>	<p>Payment for services to be provided under this Contract shall be made on an annual basis.</p> <p>Payments shall be invoiced in advance on the first day of each billing period. Payments are due and payable net 30 days from the date of each invoice.</p> <p>The invoice for the annual payment under this Contract will be issued following receipt of this signed Contract by the Purchaser. For subsequent years, the invoices for annual payments will be issued on the Contract renewal date and payable net 30 days from the date of each invoice.</p> <p>When service is provided on a per diem basis, invoices shall be rendered monthly, and payment of per diem charges, plus travel and living expenses, shall be due net 30 days from the date of invoice at the price in effect when the services are provided.</p> <p>If the project is taxable, every invoice will include tax regardless of the milestone deliverables or definition. The tax amount is calculated using the taxable base on each invoice multiplied by the tax rate. For pro rata deliverables, Emerson reserves the right to submit multiple partial invoices proportionate to work completed associated with individual phases or deliveries.</p> <p>Payments to Emerson are to be direct bank transfer to the Emerson bank account stated in the contract or invoice, paid in either case from an account with a bank in the La Habra Heights County Water District's Country. Emerson may reject payment by any other method.</p>
<b>Bid Validity</b>	<p>This offer shall remain valid for forty-five (45) days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson. The return of a purchase order acceptable to Emerson during such validity period will be sufficient to form an agreement based exclusively on the terms and conditions of this offer.</p>
<b>Proprietary and Confidential Information</b>	<p>This offer and any subsequent communications relative to this offer are considered to be proprietary and confidential information of Emerson. Accordingly, such proprietary and confidential information shall not be published, used, reproduced, transmitted or disclosed to others outside your organization without prior written consent by Emerson.</p>
<b>Questions &amp; Support</b>	<p>At Emerson, we value your feedback and are always looking for ways to improve our proposals. If you have any questions, comments, or need further clarification about the offer, please reach out to your sales representative or the offer owner. As an alternative, you can also contact us at our dedicated toll-free support line at <b>1-844-635-0100</b>. Kindly reference the offer number in any correspondence for a quicker response.</p>

## Software Support and Services Contract

This Contract, entered into as of this 1<sup>st</sup> day of December 2025 between Emerson Process Management Power & Water Solutions, Inc., located at 2507 Lovi Rd, Building 3 / 3A, Freedom, PA 15042-9395 (hereinafter referred to as "Emerson"), and La Habra Heights County Water District (hereinafter referred to as "Purchaser").

### WITNESSETH

In consideration of the premises, the parties hereto agree as follows:

#### I. Scope of Work

Emerson will sell to the Purchaser and the Purchaser will buy from Emerson the Software Support and/or Services as set forth in offer WAS015036R0 dated 12/04/2025 and defined below in Schedule A.

#### II Definitions

"Software Support" is defined as assistance rendered to the Purchaser's personnel in the installation, configuration or operation of the Software, via telephone, email, fax or other electronic services.

"Updates" copies of new releases, upgrades and patches to The Software which are released by Emerson during the period covered by this Contract.

"The Software" the software that is licensed to the Purchaser at the commencement of this Contract. A list of The Software covered by this Contract is attached as Schedule A.

"On-Site Software Support" services beyond Software Support that require the presence of Emerson personnel at the Purchaser's location.

"Equipment" The equipment covered by this Contract as set forth in Schedule A.

"Services" The services including maintenance services covered by this Contract as set forth in Schedule A.

"Commencement Date" The date this Contract is entered into as set forth above or the date Emerson accepts a purchase order for the work to be performed under this Contract.

#### III. Price

The Contract price is **\$24,907.56**

*Taxes are not included in our offer; however, all taxes will be applied when invoicing if applicable.*

#### IV. Terms of Payment

Payment for services to be provided under this Contract shall be made on an annual basis. Payments shall be invoiced in advance on the first day of each billing period. Payments are due and payable net 30 days from the date of each invoice.

The invoice for the first annual payment under this Contract will be issued following receipt of this signed Contract by the Purchaser. For subsequent years, the invoices for annual payments will be issued on the Contract renewal date.

When service is provided on a per diem basis, invoices shall be rendered monthly and payment of per diem charges, plus travel and living expenses shall be due net 30 days from the date of invoice at the price in effect when the services are provided.

#### V. Termination

The initial term of this Contract shall be for one (1) year from the Commencement Date. Thereafter, this Contract can be renewed through Emerson. Such renewals must be in place thirty (30) days prior to the expiration date of this Contract to ensure continuous maintenance support without lapse. Within sixty (60) days prior to the above date(s) Emerson will provide a price for the extension of the Contract including any revisions to the Software and/or Equipment list.

This Contract may be terminated for convenience by either party, provided thirty (30) days advance written notice of termination is given and upon payment to Emerson of reasonable and proper termination charges, including but not limited to all costs identified in this Contract which have been incurred up to the date of notice of termination. Payment shall be made within thirty (30) days from date of invoice.

This Contract may be terminated by Emerson upon written notice if it determines that Purchaser changes, additions, deletions, or misuse or misapplication of the Equipment have degraded the performance of the specified Equipment or Software.

In the event Purchaser or Emerson commits a material breach of its undertaking so as to prevent completion of this Contract and thereafter fails on not less than thirty (30) days written notice to take steps to remedy such breach, the other party may, by written notice,



terminate this Contract and recoveries of Purchaser and Emerson shall be determined by mutual agreement.

In the event that the Purchaser's equipment or software is altered, modified, changed, or, if any equipment or software is added or deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the Equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at the Purchaser's expense. Emerson's continued maintenance of the Equipment and/or Software, which has been changed or, to which attachments have been made, does not constitute an approval of the change or attachment and at Emerson's option may be removed from the Equipment or Software listed in Schedule "A."

## **VI. Taxes**

The price does not include any federal, state, or local property, license, privilege, sales, use, import duties, tariffs, fees, imposts, excise, turnover, added value, gross receipt, gross wages or similar taxes now or hereafter applicable in any manner to this transaction. Purchaser agrees to reimburse Emerson for any such taxes which Emerson is required to pay upon submission of Emerson invoice.

## **VII. Force Majeure**

Emerson will not be liable for failure or delay in performance resulting from any cause beyond its reasonable control and for acts of God, the act or failure to act of Purchaser's customer or other contractors. In the event of such delay, the time for performance/delivery will be extended by a period of time reasonably necessary to overcome the effect of the delay.

## **VIII. Warranties**

### **1. Software Support**

Emerson warrants to the Purchaser that the disk(s) on which the Updates are recorded is (are) free from defects in materials and workmanship under normal use and service for a period of ninety days from the date of delivery. The Updates and any accompanying written materials (including instructions for use) are provided "as is" without warranty of any kind. Further, Emerson does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Updates, The Software, or written materials. The entire risk as to the results and

performance of Updates and The Software is assumed by the Purchaser. Unless stated otherwise herein, third-party software/equipment shall be warranted and remedied on a pass-through basis in the same manner and for the same period and extent provided by the original software/equipment manufacturer.

Unless otherwise provided within this Contract, there is no warranty of any kind included hereunder with respect to The Software. Applications software programs not provided by Emerson are not covered under this warranty. Problems related to applications software programs provided by Emerson, including, but not limited to, problems caused by operator errors or lack of security procedures, virus related problems, unqualified file deletions or modifications, or lack of proper observance of system backup file maintenance are not covered under the warranty scope.

If this Contract includes On Site Software Support Services, Emerson warrants that the Services provided will reflect competent knowledge and judgment.

The warranty period shall expire twelve (12) months from completion of the Service. In the case of a nonconformity in the warranty set forth herein above, and if Emerson is notified in writing of such nonconformity during the applicable warranty period, it shall be corrected by reperformance of the nonconforming portion of the Service. If such remedies are impracticable, Emerson may refund the purchase price for the nonconforming Service.

### **2. Equipment and Services**

Emerson warrants that during the term of this Contract, the Equipment listed in Schedule "A" will be free from defects in materials or workmanship under normal use, and care and Services provided under this Contract will be performed by trained personnel using proper equipment and instrumentation as applicable for the particular Service provided.

If Purchaser discovers any such warranty defect(s) and such defect(s) is/are covered under the provisions established in Schedule "A", purchaser may notify Emerson of the alleged defect(s) during the term of this Contract or the applicable warranty period as

set forth below, Emerson shall, at its option, correct any errors that are found by Emerson in the Services or repair or replace F.O.B. point of manufacture that portion of the Equipment found by Emerson to be defective.

Equipment repaired or replaced by Emerson pursuant to this Contract is warranted for a period extending to the end of the term of this Contract or for ninety (90) days from the date of delivery of repaired or replaced Equipment, whichever is longer. Any Service provided pursuant to this Contract is warranted to the end of the term of this Contract or for ninety (90) days from completion of the Service, whichever is longer.

All replacements or repairs necessitated by any causes, not the fault of Emerson, including but not limited to, unsuitable power sources or environmental conditions, lightning, fire, flood, earthquakes, vandalism, accident, or misuse, improper installation, unauthorized modification, or repair, or improper storage or handling by Purchaser or any third party, are not covered by this warranty and shall be at the Purchaser's expense. Emerson shall not be obligated to pay any costs or charges incurred by the Purchaser or any other party except as may be agreed upon in writing in advance by Emerson.

Materials and/or Services required due to actual environmental or process conditions beyond the specifications of the Equipment performance capabilities are not part of the warranty scope.

Emerson will invoice for Services provided per the Purchaser's request, which are beyond the scope of warranty coverage hereunder using its then-current pricing policy. Payments for such invoices shall be made within thirty days of rendering of such Services and expenses.

Materials and/or Services required for system changes and additional training are not part of the scope of the warranty services. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE). THE REMEDIES SET FORTH, FOR THE TIME AND IN THE MANNER PROVIDED ABOVE, SHALL BE PURCHASER'S EXCLUSIVE

REMEDIES FOR FAILURE OF EMERSON TO MEET ITS WARRANTY OBLIGATIONS, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE.

## **IX. Limitation of Liability**

EMERSON SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. EMERSON SHALL NOT BE LIABLE FOR FAILURES, REPAIRS, OR DOWNTIME ON OR CAUSED BY EQUIPMENT OR SOFTWARE COVERED IN THIS CONTRACT. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND UNDER NO THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE WILL EITHER EMERSON OR ITS SUPPLIERS OF ANY TIER: (A) BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF PURCHASER'S PROPERTY, EQUIPMENT OR POWER SYSTEM; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST, FUEL COST OR CLAIMS OF CUSTOMERS OF PURCHASER; AND (B) BE LIABLE FOR AN AGGREGATE LIABILITY EXCEEDING THE TOTAL PRICE PAID TO EMERSON UNDER THIS CONTRACT. THIS ARTICLE SHALL PREVAIL OVER ANY PROVISIONS IN THIS CONTRACT.

## **X. Governing Law**

This Contract shall be governed by the laws of the State of Pennsylvania, without regard to its choice or conflict of law.

## **XI. Survival**

The Limitation of Liability and Intellectual Property Rights provisions shall survive termination, expiration, or cancellation of this Contract or the purchase order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.

## **XII. Intellectual Property Rights/ Software License**

Emerson retains for itself all of its intellectual property rights in and to any Emerson product, software, and supporting documentation furnished hereunder.

The Updates and The Software are only licensed for installation on that equipment on which The Software



was installed at the commencement of this Contract. Updates may be transmitted to the Purchaser via email, on physical media, or downloaded from Emerson's website, at the discretion of Emerson. The Purchaser is responsible for the installation of all Updates supplied under this Contract. The Updates are subject to the terms and conditions set forth in Emerson's applicable standard software license agreements for The Software. Any Updates and other information provided by Emerson under this Contract are considered standard offerings of Emerson, and Emerson and/or any applicable third-party supplier to Emerson shall retain all rights of ownership in their respective products included in such Updates or other information.

Notwithstanding any other provisions herein to the contrary, Emerson or applicable third-party owner shall retain all exclusive rights, interest, and title to its respective firmware, The Software, and Updates. Purchaser's use of the firmware, Updates, and The Software shall be governed exclusively by Emerson's and/or third-party owner's applicable license terms.

Information marked proprietary shall be disclosed in confidence on a need to know basis on the condition that it is not to be reproduced, copied, or used for any other purpose than the purpose for which it is provided and shall not be disclosed to third parties without the written consent of Emerson.

### **XIII. Changes to Supply**

In the event the Purchaser or Emerson requests changes in the scope of supply, Emerson shall notify Purchaser of the effect on price, delivery, warranty, equipment performance, or any other obligations assumed by Emerson under this Contract. Emerson will initiate work on any such changes upon receipt of an acceptable written change order.

All change orders shall indicate the adjustment to the Emerson scope of supply, the contract price, and other relevant terms and conditions of the Contract.

### **XIV. Facilities and Access to Equipment**

If this Contract includes Services to be performed on Purchaser's site, the Purchaser will furnish at no cost to Emerson suitable working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from the Equipment covered by this Contract. Emerson shall have full and free access to Emerson-provided Equipment in order to provide the on-site Services provided under this Contract. Purchaser will identify person(s) who will interface with Emerson under the terms of this Contract. Any maintenance or repair services performed on the Emerson-provided Equipment by unauthorized personnel resulting in additional material or corrective support service

requirements by Emerson will be invoiced at applicable time and material rates and conditions of service then in effect.

### **XV. Emerson Personnel**

Emerson reserves the right to determine the qualifications of and the source of Emerson personnel required to fulfill its obligations under this Contract. Emerson personnel used to fulfill its obligations under this agreement shall be familiar with the Purchaser's equipment and facilities and will be mutually agreed. Unless agreed upon otherwise, the Parties agree that the Purchaser may not hire an Emerson Field Service Engineer/Technician for two years following termination of this Contract.

### **XVI. Exclusions**

Excluded from these contracts are obsolete software application programs and parts or as otherwise stipulated in Schedule "A" hereunder.

### **XVII. Scope Changes**

All Emerson services or equipment requested by Purchaser that are not within the scope of this Contract shall be reimbursed by Purchaser in accordance with the then current Emerson published rates including, if applicable, travel and living expenses.

### **XVII. Assignment Clause**

Neither Emerson nor Purchaser may assign this Contract in whole or in part without the prior written consent of the other Party.

### **XIX. Entire Agreement**

This Contract, including the documents incorporated by reference herein and attachments hereto constitute the entire agreement between the parties. The terms hereof may not be modified or amended except in writing signed by the authorized representative of both Purchaser and Emerson.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their authorized representatives as of the date first set forth above.

LA HABRA HEIGHTS COUNTY  
WATER DISTRICT

EMERSON PROCESS MANAGEMENT  
POWER & WATER SOLUTIONS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**  
**Hardware and Software List**  
For: La Habra Heights County Water District

Item	RTU name	Description	Location	Status
1	DIST CWM	<ul style="list-style-type: none"> <li>▪ (1) Chassis 4-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 2 Enet, 1 RS232, 1 RS485</li> <li>▪ Display 4x20, 2-button</li> <li>▪ (1) I/O Local Modules: Mixed AI4-DIO6-HSC2</li> </ul>	District Office	Active
2	RT01 CWM	<ul style="list-style-type: none"> <li>▪ (1) Chassis 8-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>▪ Display 4x20, 25-button</li> <li>▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4</li> </ul>	Plant 1	Active
3	RT02 CWM	<ul style="list-style-type: none"> <li>▪ (1) Chassis 8-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>▪ (1) Display 4x20, 25-button</li> <li>▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4</li> </ul>	Plant 2	Active
4	RT03 CWM	<ul style="list-style-type: none"> <li>▪ Chassis 8-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>▪ (1) Display 4x20, 25-button</li> <li>▪ (4) I/O Remote Modules: AI8, DI16, DO16, HSC4</li> </ul>	Gualtieri Plant	Active
5	RT05 CWM	<ul style="list-style-type: none"> <li>▪ Chassis 4-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>▪ (1) Display 4x20, 25-button</li> <li>▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16</li> </ul>	Plant 5/ Reservoir 2	Active
6	RT06 CWM	<ul style="list-style-type: none"> <li>▪ (1) Chassis 4-slot</li> <li>▪ (1) PSSM 24V Sys, Key lock</li> <li>▪ (1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>▪ (1) Display 4x20, 25-button</li> <li>▪ (2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16</li> </ul>	Plant 6 / Lyons Reservoir	Active

Item	RTU name	Description	Location	Status
7	RT07 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 2-button</li> <li>(1) I/O Local Modules: Mixed AI4-DIO6-HSC2</li> </ul>	Reservoir 5A	Active
8	RTO8 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 2-button</li> <li>(1) I/O Local Modules: Mixed AI4-DIO6-HSC2</li> </ul>	Snooks Reservoir	Active
9	RTO9 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 2-button</li> <li>(1) I/O Local Modules: Mixed AI4-DIO6-HSC2</li> </ul>	Vigil Reservoir	Active
10	RT10 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 2-button</li> <li>(1) I/O Local Modules: Mixed AI4-DIO6-HSC2</li> </ul>	Reservoir 10A	Active
11	RT11 CWM	<ul style="list-style-type: none"> <li>Chassis 4-slot (1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 25-button</li> <li>(2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16</li> </ul>	Well 5	Active
12	RT12 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 25-button</li> <li>(2) I/O Local Modules: Mixed AI4-DIO6-HSC2, DI16</li> </ul>	Wells 10 & 11	Active

Item	RTU name	Description	Location	Status
13	RT13 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 25-button</li> <li>(2) I/O Local Modules: Mixed AI4-DIO6-HSC2-AO1, DI16</li> </ul>	Well 8	Active
14	RT14 CWM	<ul style="list-style-type: none"> <li>(1) Chassis 4-slot</li> <li>(1) PSSM 24V Sys, Key lock</li> <li>(1) CPU 150 MHz, 2M SR, 64M SDR, 16M Flash, 1 Enet, 2 RS232, 1 RS485</li> <li>(1) Display 4x20, 25-button</li> <li>(2) I/O Local Modules: Mixed AI4-DIO6-HSC2-AO1, DI16</li> </ul>	Well 9	Active
15		<ul style="list-style-type: none"> <li>(2) OE SCADA Server — OESL1</li> </ul>	District Office Gualtieri Plant	Active
16		<ul style="list-style-type: none"> <li>(2) ControlWave Designer</li> </ul>	District Office Gualtieri Plant	Active
17		<ul style="list-style-type: none"> <li>(2) Iconics GEN64-APP-500 V10</li> </ul>	District Office Gualtieri Plant	Active
18		<ul style="list-style-type: none"> <li>Iconics REPORTWORX64-SVR V10</li> </ul>	District Office	Active
19		<ul style="list-style-type: none"> <li>Iconics WEBHMI-CAL/5 V10</li> </ul>	District Office	Active
20		<ul style="list-style-type: none"> <li>(1) TeamViewer</li> </ul>	District Office	Active
21		<ul style="list-style-type: none"> <li>(2) Win-911 Pro Subscription Renewal</li> </ul>	District Office Gualtieri Plant	Active

## **1. Scope**

- a. Emerson will provide Product Support Services for the active equipment listed in this Schedule "A" in accordance with the clauses set forth in this Contract.
- b. RAS/Bristol, Iconics, WIN-911, and TeamViewer Software Support, is included.

## **2. Preventative Maintenance**

- a. Scheduled preventive maintenance services are NOT included in this offer but are available for purchase on a demand basis at the per diem rates listed herein plus travel and living expenses (refer to section 7 below). The normal working hours are from 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, excluding Emerson's observed holidays.
- b. Preventative maintenance consists of a planned approach to systematically examine, configure, adjust, clean, align, calibrate, and verify the proper operation of the Equipment listed in Schedule "A", as applicable. Copies of service records will be made available to the Purchaser if requested.
- c. The schedule for any requested preventative maintenance service will be mutually determined.
- d. If desired, Emerson may also provide guidance to the Purchaser for routine periodic diagnostic checks and maintenance to be completed by the Purchaser.

## **3. Unscheduled Corrective Maintenance (Phone Support)**

- a. Unscheduled corrective maintenance (phone support) service, for the equipment and software listed in Schedule A, is included at no additional charge. Unscheduled corrective maintenance (phone support) services are available during the normal working hours of 8:00 A.M. to 4:30 P.M. local time, Monday through Friday, with a response time of next business day (via phone) following notification by the Purchaser.

## **4. Software Support**

- a. Emerson shall provide software updates and technical support services that are released by Emerson covering the Emerson software defined in "Schedule A" during the period covered by this agreement. Such updates are only licensed for installation on the equipment on which Software was installed at the commencement of this agreement. Updates will be transmitted to the customer via email, physical media, downloaded from the Emerson website, or provided by an Emerson engineer under terms of a valid and current maintenance contract.
- b. If services are to be performed on the Purchaser's premises, the Purchaser will furnish, for the use of Emerson's service personnel, a working space containing suitable working facilities, storage space, adequate heat, light, ventilation, electric power, and outlets for testing purposes. Emerson shall have full and free access to the equipment to provide the services under this Contract. Emerson shall not be liable for any expenses incurred by the Purchaser in removing, replacing, or refurbishing any Purchaser equipment or any part of the Purchaser's building structure that restricts Emerson's access. The Purchaser will abide by OSHA regulations. The Purchaser shall inform Emerson of any known hazardous substance or condition at the site where services are to be performed (site), including, but not limited to, the presence of asbestos or asbestos-containing materials. The Purchaser shall appoint a representative familiar with the site, and the nature of the services to be performed by Emerson, to be at the site during the times that Emerson's personnel are at the site. The Purchaser shall not require Emerson or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, that waives, releases, indemnifies, or otherwise limits or expands any rights or obligations whatsoever. Any such agreements shall be null and void.
- c. Requests for Emerson to conduct safety tests, to install or upgrade software, to install new attachments or additional controls, or to make replacements with parts or devices of a different design, regardless of reason, are not included under this Contract. If such work is performed



- Emerson will invoice the Purchaser for the labor and material as required, per its current published price policy in effect when the work is performed.
- d. Software Support services are available five (5) days per week, eight (8) hours per day, with a phone or email response time by the next business day. Standard Software Support services are available between 8:00 am and 4:30 pm EST, Monday through Friday, except on Emerson Holidays. Emergency or additional service beyond these noted hours will be furnished at Emerson's current premium rates. A list of scheduled Emerson Holidays for the period covered by this Contract will be made available upon request.
  - e. Travel time and expenses in conjunction with such emergency or additional service shall be paid by Purchaser.
  - f. Emerson will invoice the Purchaser for the labor and material as required, per Emerson's rates for services as established herein when "On-Site Software Support" is performed. On-site software support is to be agreed upon before the work is performed. On-site software support services require a written directive from the Purchaser to receive such services.
  - g. In the event that the Purchaser's equipment or software installation is altered, modified, changed, or if any equipment is added, deleted, or moved within the premises, this Contract may be modified or terminated at Emerson's option. If, at any time, any such changes or attachments create a safety hazard, or interfere with the normal and satisfactory operation or maintenance of the equipment, Emerson may, upon written notice to the Purchaser, require that such safety hazard or interference be promptly corrected at Purchaser's expense.

#### **5. Equipment Replacement/Repair/Troubleshooting**

- a. The Purchaser must ship the defective Equipment to Emerson's Local Service Center or Emerson's Repair Facilities. All instruments listed in Schedule "A", returned for repair will be restored to their original mechanical and electrical operation specification at no charge. At the purchaser's discretion, Purchaser may request Emerson to perform a site visit to remove defective equipment and/or install repaired/replaced equipment by purchasing additional services per the rate scheduled below.
- b. Unserviceable parts for Active Equipment listed in Schedule "A" will be replaced by new parts, or, at Emerson's option, by parts equivalent to new in performance. Such replacement parts will be furnished AS IS, on an exchange basis. Parts that have been removed and replaced become the property of Emerson. This Contract does not cover expendable supply items such as printer ribbons, paper, paper tape, magnetic tape and diskettes, and paint or refinishing of the subject Equipment. If, in the joint opinion of Emerson and the Purchaser, any Equipment not within the warranty of this Contract, and still within its operating performance specifications, needs factory reconditioning, an estimate of such costs will be submitted to the Purchaser for approval and payment.
- c. It is agreed that if Emerson is required to make replacements or repairs caused by negligence or misuse of Equipment, or by any other reason of any sort beyond Emerson's direct control, Emerson reserves the right to charge the Purchaser for labor and material as required. These charges would be per Emerson's current published price policy in effect when the work is performed. This Contract does not cover or include planning, installing, testing, and documenting of expansions and modifications requested by the Purchaser, or maintenance services or parts required to maintain accessories, attachments, machines or devices not listed in Schedule "A".
- d. For equipment that is discontinued or obsolete, the maintenance support will be on a reasonable effort basis and any resulting unserviceable discontinued/obsolete hardware is excluded from this agreement.
- e. For equipment not manufactured by Emerson (and listed in Schedule "A"), Emerson will provide diagnostic support services. Any repair and replacement of equipment manufactured by others is not included hereunder. Equipment in this category includes, but is not limited to, radios, power supplies, and communication devices that are included/installed in the RTU panels.

- f. Requests for Emerson to conduct safety tests, install new attachments or additional controls, or make replacements with equipment of a different design, regardless of reason, are not included under this Contract.
- g. Emerson will troubleshoot input/output problems to the Equipment listed in Schedule "A". If the problem is determined to be in equipment not covered under this Contract, Emerson will notify the Purchaser, and if requested by the Purchaser and agreed to by Emerson, Emerson will coordinate the repair or replacement of the equipment under a separate purchase order from the Purchaser, subject to Emerson's approval.
- h. New ControlWave products purchased while under this contract to replace obsolete equipment shall be covered hereunder.

## **6. Educational Services**

A 10% Discount on Educational Services on any of the three Emerson's training options we offer:

- a. Training at an Emerson Training Facility (Brookfield, CT or Houston, TX (all travel cost is the responsibility of the student).
- b. Virtual Training for almost the entire ControlWave catalog is available according to the published schedule or alternately by customer request. With Virtual Training, a student is located anywhere and communicates with a live trainer and other students in the class via the online web. A laptop computer, software, and ControlWave Micro will be supplied for this course. This type of training is conducted online with a username and password and features a live instructor and real-time classmates. This training reduces the travel time and cost of traditional training, which we know is difficult in some cases. You can review a promo video of the virtual courses here: <https://emersonprocess.adobeconnect.com/p11116600/>. Costs for this training range from \$2,050. to \$3,900. Depending upon course content and length. These training costs are not included in this specific offer unless requested.
- c. Customer Onsite Training (Must have at least three students participating in the class) – This is more customized to the student's needs.

## **7. Additional Labor Services**

- a. Support services for application hardware and software can be procured on an as-needed basis using the following pricing guidelines. Such support services will take place during normal working hours as mutually coordinated. However, should the customer require services outside of Emerson's normal working hours, then Emerson's overtime pricing policy would apply. See the following table for rates:



Description	Rate
Service Engineer – Standard Rate (hour)	\$219.13
Service Engineer – Overtime (hour)	\$328.69
Travel Time (hour)	\$160.71
OT Travel Time	\$241.00
Saturday Hours	\$328.70
Saturday Travel Hours	\$241.00
Service Engineer – Sunday & Holiday (hour)	\$438.26
Service Engineer – Sunday & Holiday Travel (hour)	\$321.42
Mileage (mile)	IRS Rate
Expenses	Cost + 10%
<b><u>Notes:</u></b>	
4 hrs on-site minimum per man day	
Plus 1 hrs administrative fee per incident	

- b. Such services can include on-site update and upgrade support of application hardware and software trouble shooting, training, system enhancements etc. Scope of services can be predefined to estimate the time required or alternately, services may be procured on a time and material basis.

**DISCUSS AND ADOPT  
RESOLUTION 25-10 DISTRICT  
POLICY FOR GPS TRACKING**

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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE: DECEMBER 16, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: RESOLUTION 25-10 GPS TRACKING POLICY**

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The District has added the use of cell phones, mapping applications, dash cameras and Global Positioning System (GPS) devices to our job duties in the field and office. Employees were verbally informed about each new item that involved location tracking through GPS. The District needs to approve a GPS tracking policy for all such items employees use in their job duties now and those that may be added in the future.

## RESOLUTION NO. 25-10

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LA HABRA HEIGHTS COUNTY WATER DISTRICT ADOPTING A GLOBAL POSITIONING SYSTEM (GPS) TRACKING POLICY

WHEREAS, the La Habra Heights County Water District ("District") maintains a fleet of District-owned vehicles, equipment, and mobile devices used by employees in the performance of their duties; and

WHEREAS, the District seeks to ensure the safety of its employees, improve operational efficiency, enhance accountability, and protect District assets; and

WHEREAS, the Board of Directors finds it necessary and appropriate to adopt a policy governing the use, access, and security of GPS tracking technology installed on District vehicles, District equipment, District-issued cell phones, and personal devices used for work-related tracking; and

WHEREAS, the District also desires to clearly define employee rights, responsibilities, and expectations regarding privacy, data security, and consent in connection with the use of GPS tracking systems.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the La Habra Heights County Water District as follows:

#### **SECTION 1. Adoption of Policy**

The Board of Directors hereby adopts the **La Habra Heights County Water District GPS Tracking Policy**, attached hereto as *Exhibit A* and incorporated herein by reference.

#### **SECTION 2. Authorization**

District management is authorized and directed to implement the GPS Tracking Policy, including obtaining employee acknowledgment and consent, ensuring proper operation of GPS-equipped devices, and maintaining secure handling of all GPS data as required by the policy.

#### **SECTION 3. Employee Notification**

District management shall provide all affected employees with notice of adoption of the GPS Tracking Policy and shall secure signed acknowledgments as required.

#### **SECTION 4. Administrative Updates**

The General Manager is authorized to make non-substantive administrative updates to the policy as necessary to maintain accuracy and operational consistency. Any substantive amendments shall be brought before the Board for approval.

#### **SECTION 5. Effective Date**

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the La Habra Heights County Water District on this 16th day of December 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Brad Cooke, President, Board of Directors  
La Habra Heights County Water District

**ATTEST:**

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Joe Matthews, Secretary/General Manager

## **LA HABRA HEIGHTS COUNTY WATER DISTRICT - GPS TRACKING POLICY**

### **1. Purpose**

The purpose of this policy is to outline the use of GPS tracking technology by La Habra Heights County Water District ("LHHCWD") to monitor the location of LHHCWD's vehicles and cell phones during work hours. This policy is intended to ensure the safety of employees, improve operational efficiency, and protect LHHCWD's assets.

### **2. Scope**

This policy applies to all employees who use LHHCWD-owned or LHHCWD-leased vehicles, cell phones, and/or other equipment that are equipped with GPS tracking technology.

### **3. Authorization and Consent**

By signing this policy, employees acknowledge and consent to the use of GPS tracking devices on LHHCWD vehicles, LHHCWD equipment, and personal devices used for tracking work hours.

### **4. Privacy**

LHHCWD respects the privacy of its employees. GPS tracking will only be active during work hours or while the employee is performing work-related tasks, and only while its employees stay connected to Apple iPhone or any other smart cell phones, Nobel or any other mapping system application, and the District's GPS application used for dash camera recording and GPS monitoring of District vehicles and other mobile assets. Employees' locations will not be monitored by LHHCWD during their personal time, breaks, or outside of scheduled work hours, except for the sole and limited purpose of finding a lost or misplaced cell phone and, if so, only after informing the employee and obtaining his/her consent, which shall not be unreasonably withheld.

### **5. Data Security and Access**

All GPS tracking data will be securely stored, and access will be limited to authorized personnel only. LHHCWD will take reasonable measures to protect GPS tracking data from unauthorized access, disclosure, or misuse. Only individuals with a legitimate business

need will be granted access to GPS tracking data. Access will be restricted to specific roles within LHHWCWD, which may include managers, supervisors, and designated administrative staff.

## **6. Cell Phone Facial Recognition**

Employees using LHHWCWD-issued and owned cell phones may, at their sole discretion, access those cell phones manually or via facial recognition. Employees accessing cell phones via facial recognition acknowledge that the cell phone manufacturer, or anyone on its behalf, may possess, store, and otherwise use any biometric information obtained through the employees' use of the cell phones and the cell phone facial recognition function. LHHWCWD does not possess, store, or otherwise use any biometric information obtained through the employees' use of cell phones or related facial recognition software.

## **7. Employee Responsibilities**

Employees must ensure that GPS tracking devices installed on vehicles, equipment, and devices remain active and functional. Employees must report any malfunctions or issues with GPS tracking devices to their supervisor immediately. Employees must not tamper with, disable, or remove GPS tracking devices from vehicles or equipment, except as expressly permitted under section 4, entitled Privacy, of this policy.

## **8. Compliance**

Failure to comply with this policy may result in disciplinary action, up to and including termination of employment. LHHWCWD reserves the right to update or modify this policy as necessary. Employees will be notified of any changes and may be required to provide updated consent.

## **9. Acknowledgment and Consent**

By signing below, I acknowledge that I have read and understood this GPS Tracking Policy. I agree to comply with the terms and conditions outlined in this policy and consent to being tracked via GPS as described herein.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DISCUSS AND APPROVE CHANGES  
TO DISTRICT MAINTENANCE  
AGREEMENT CONTRACTS**



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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE: DECEMBER 8, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: CHANGES TO DISTRICT MAINTENANCE AGREEMENT CONTRACTS**

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JPIA has increased its recommended insurance coverage limits for our maintenance agreements, small work, and emergency work contracts. I have made suggested revisions to the District's approved contract for your review and input.

## **LA HABRA HEIGHTS COUNTY WATER DISTRICT MAINTENANCE AGREEMENT**

As of Date of work, La Habra Heights County Water District (hereinafter "District") and Contractor (hereinafter "Contractor") agree as set forth below. District and Contractor are hereinafter collectively referred to as "Parties."

### **1. Purpose, Scope, and Services.**

Pursuant to this agreement, Contractor shall act as contractor for District and shall furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the work described in the Scope of Work (attached hereto as Exhibit A and hereinafter referred to as "Work"). Contractor and District may only make changes to the Work by executing change orders signed by both Parties.

### **2. Commencement and Completion.**

The Work shall commence on or about the contract date first set forth within this agreement. The Work shall continue with reasonable diligence until completed, unless otherwise terminated by District or Contractor pursuant to the terms set forth within this agreement or as otherwise agreed upon by the Parties in writing.

### **3. Contract Amount.**

Contractor will be paid according to all undisputed invoices, based upon the Contractor Rate and Materials Schedule (attached hereto as Exhibit B and hereby incorporated into this agreement), or the Estimate with a Stipulated Sum and other fees and expenses, as agreed upon by both Parties. The contract amount may be changed by way of change orders signed by both Parties. Contractor's invoices will contain reasonably sufficient supporting documentation for District to ascertain and verify the Work completed and the amount of each item of Work. District agrees to pay Contractor within 30 days of the date of each undisputed invoice.

### **4. Exclusive Warranty.**

Contractor warrants that the Work shall be free from defects in materials and workmanship for a period of one year from the date of substantial completion of the Work. Contractor's warranty obligations are limited as set forth in this paragraph. All remediation work performed by Contractor decontamination technicians shall be free from the return of corrosion and contamination resulting from defects in Contractor's workmanship. Contractor does not warrant business operations, and this warranty does not apply to business interruption. This warranty does not apply to damage caused by normal wear and tear. Any special warranty in addition to warranties referenced within this agreement must be attached to this contract. This warranty is subject to the limits

of liability set forth herein. To the maximum extent permitted by law, this warranty is exclusive and is in lieu of all other warranties, express or implied, oral or written, including statutory warranties and warranties against hidden or latent defects.

**5. Safety and Permits.**

Both Contractor and District will comply with all applicable governmental regulations, statutes, laws, and local ordinances. Contractor shall obtain all permits required for the Work.

**6. Hazardous Materials.**

Disposal of any hazardous materials shall be made in the name of District and under any applicable generator number or other identification assigned to or by District.

**7. Indemnity.**

Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees, insurers and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property and/or the pre-existing conditions to which this contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of contract, negligence or other fault of the indemnifying party.

**8. Jurisdiction, Venue, and Governing Law.**

This contract shall be construed in accordance with the laws of the State of California and with a venue of the County of Los Angeles.

**9. Subcontracts.**

Contractor shall not subcontract or assign responsibility for performance of any portion of this agreement without the prior written consent of District. If subcontracts are assigned and agreed upon by District in writing, Contractor shall include appropriate provisions of this agreement in subcontracts so rights conferred to District by this agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between District and any subcontractor with respect to services under or related to this agreement.

**10. Independent Contractor.**

Contractor is an independent contractor, and not an employee of District.

## **11. Attorneys' Fees**

If an action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

## **12. Integration.**

This agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified or altered except in writing, signed by both parties.

## **13. Change Orders.**

This contract and the exhibits hereto comprise the complete agreement of the parties respecting the Work. No promises, representations, or warranties have been made by either party except as is expressly stated in this contract and its exhibits. All modifications to this contract shall be in a written change order, signed by both parties hereto. District agrees not to unreasonably withhold approval of change order requests.

## **14. License Board Information.**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

## **15. Insurance.**

(a) Contractor shall procure and maintain, for the duration of this agreement, insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by Contractor, its officers, agents, employees, or volunteers.

(b) Contractor shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$21,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide the general aggregate limit shall apply separately to the work under this agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$21,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$21,000,000 per accident for bodily injury or disease. Contractor and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(4) Professional liability insurance covering loss resulting from errors or omissions of Contractor with a liability limit of at least \$21,000,000 per claim and \$42,000,000 annual aggregate.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The District and its council members, officers, employees, agents and volunteers are added as insureds;

(ii) Contractor's insurance shall be primary insurance as respects the District, its council members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the District shall be in excess of the Contractor's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the District, its council members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the District, its council members, officers, employees, agents and volunteers for any claims arising out of the work of Contractor.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the District.

(vi) Prior to start of work under this agreement, Contractor shall file with the District evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of a current and applicable Insurance Services Office (ISO) form form ISO-2009 required above shall be attached to the Certificate of Insurance at the time it is filed with the District. Should the required coverage be furnished under more than one policy of insurance, Contractor

may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by Contractor does not adequately verify the required coverage, the District has the right to require Contractor to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The District reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the District as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled by the insurer or Contractor except after thirty (30) days' prior written notice by first class mail, postage prepaid, has been given to the District, Attention: District Clerk, ten (10) days' notice if cancellation is due to nonpayment of premium.

(d) All insurance required by this agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from District as to the use of such insurer.

(e) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by District.

## **16. Miscellaneous.**

(a) Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

(b) The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

(c) Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid as follows unless advising in writing to the contrary:

District:

Joe Matthews, General Manager  
Superintendent 1271 N. Hacienda  
Road  
P.O. Box 628  
La Habra Heights, CA 90631

Contractor:

Contractor name and address here

**IN WITNESS WHEREOF**, the Parties hereby have caused this agreement to be executed as set forth below.

APPROVED:  
**District**

APPROVED:  
**Contractor**

By: \_\_\_\_\_  
Joe Matthews, General Manager Superintendent, LHHCWD  
LHHCWD

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**



## **EXHIBIT B**

### **Contractor Rate and Materials Schedule**

( attached hereto and hereby incorporated into this agreement), or the Estimate with a Stipulated Sum and other fees and expenses.

# DISCUSS NEW LAWS FOR BOARD MEMBERS

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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE: DECEMBER 8, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: SB 827 INFORMATION**

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SB 827 becomes effective January 1, 2026. This new law expands AB 1234 ethics training requirements to all department heads of the District and expands fiscal/financial training requirements for Board members.

Also effective January 1, 2026, the District must post instructions how the public can request and obtain both the ethics and the fiscal training records described above. District must retain those records for at least five years and must produce them pursuant to a Public Records Act request.

Details of SB 827 will be discussed in the meeting with Mike Silander.

