

**LA HABRA HEIGHTS COUNTY
WATER DISTRICT**

BOARD MEETING

OCTOBER 22, 2024

**AGENDA FOR REGULAR MEETING
BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
October 22, 2024 @ 4:00PM**

- 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 Regular Board meeting for August 27, 2024 (approve)
- 6. Approval of warrants and authorize signatures per warrant list**
- 7. Report of Superintendent**
- 8. Report and recommendations of General Manager:**
 - a. Discuss and Adopt - Resolution 24-11 amendment to the District's Employee Policies and Procedures Manual Section 5E pertaining to compassionate leave
 - b. Discuss and Action - AWIA updates, LHMP updates, and ERP updates
 - c. Discuss and Approve - Consultant agreement for professional services between La Habra Heights County Water District and Michael Gualtieri.
- 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 REGULAR BOARD MEETING
OF THE BOARD OF DIRECTORS
LA HABRA HEIGHTS COUNTY WATER DISTRICT
August 27, 2024

A regular meeting of the Board of Directors of La Habra Heights County Water District was held on August 27, 2024, at 4:12 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 (by telecommunication due to an emergency), and McVicar

ABSENT: Directors Perumean

There was a motion by Director McVicar and seconded by Director Baroldi to have Director Crabb attend the board meeting via telecommunication due to an emergency.
The vote was as follows:

AYES: Directors Baroldi, Cooke, and McVicar

NOES: None

ABSENT: Director Perumean

Item 2. Staff members and others present. Staff: Joe Matthews, Secretary/General Manager. Michael Silander, Attorney at Law.

Item 3. Public Communications – None

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

Director McVicar discussed the investment subcommittee meeting.

Director Baroldi discussed she will attend the ACWA/JPIA Conference in December 2024.

Items 5.a.&b. Minutes of Regular Meeting for July 23, 2024 and Financial Reports for July 2024. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to approve minutes and financial reports. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

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 the warrant numbers 47090 through 47205 in the amount of \$910,948.45 and EFT transfers in the amount of \$129,696.65 be approved and signatures be authorized. Warrant number 45496 were voided. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 7. Report of Superintendent. Joe Matthews informed two service leaks were repaired and two new services for Additional Dwelling Units were installed. TPX replaced our last wireless connection in the heights with secure internet landline at Plant 5 for scada. Sand blasting of the inside of the Tank 10A is complete. Interior primer and final coating are being applied. New tank piping, staircase and railing are completed on the exterior of the tank.

Item 8.a. Discuss and Approve – GK Consulting services budget increase proposal for EPA grant application assistance. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to approve budget increase for EPA grant application assistance. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.b. Discuss and Adopt – Resolution 24-09 Employee Policies and Procedures Manual Revisions. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to adopt Resolution 24-09 with minor edits. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.c. Discuss and Adopt – Resolution 24-10 Request for L.A. County Board of Supervisors appointment of LHHCWD Directors in lieu of an election. After discussion, there was a motion by Director McVicar and seconded by Director Baroldi to adopt Resolution 24-10. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.d. Discuss and approve – Public Employee Appointment. Title: General Manager/Secretary. This item was tabled until the next board meeting.

(The closed session began at 5:01 p.m. and ended at 5:24 p.m.)

Item 9.a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: Real property subject to license no. 516436, dated June 1, 1918, between BNSF Railway Company and La Habra Heights County Water District, covering a site for a thirty-inch water line from Railway Company's Mile Post 153.11 to 153.42 in Los Nietos, Los Angeles County, California.

Agency negotiator: Joe Matthews, General Manager, and Michael Silander, General Counsel. No reportable action was taken.

Item 9.b. PUBLIC EMPLOYEE APPOINTMENT

Government Code section 54957

Title: General Manager/Secretary. This item was tabled until the next scheduled board meeting.

Item 10. There being no further business to come before the Board, a motion was made by Director Cooke and seconded by Director McVicar that the meeting be adjourned at 5:24 p.m. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

Dated: October 22, 2024

Brad Cooke, President

(SEAL)

Joe Matthews, Secretary

WARRANTS

La Habra Heights County Water District

AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
-----------	------	---------	-----------	------------	--------

BANK ID: 13100 - EFT TRANSFERS

1002721784	08/28/24	M	0130	CALPERS	\$4,955.04
1002721785	08/28/24	M	0130	CALPERS	\$1,889.51
**1002735577	09/12/24	M	0130	CALPERS	\$3,872.06
1002735578	09/12/24	M	0130	CALPERS	\$1,889.51
1002747135	10/01/24	M	0130	CALPERS	\$3,872.06
1002747136	10/01/24	M	0130	CALPERS	\$1,687.06
1002754293	10/09/24	M	0130	CALPERS	\$3,872.06
1002754294	10/09/24	M	0130	CALPERS	\$1,889.51
BANK 13100 REGISTER TOTAL:					\$23,926.81

BANK ID: 13110 - CHECKING- WELLS FARGO

47206	09/03/24	P	0565	ALERT 360	\$106.08
47207	09/03/24	P	0353	ARCO BUSINESS SOLUTIONS	\$2,614.68
47208	09/03/24	P	0543	AYDEN BRISENO	\$349.99
47209	09/03/24	P	0121	BURLINGTON NORTHRN & SANTA FE	\$11,500.00
47210	09/03/24	P	0013	CANNINGS HARDWARE	\$89.34
47211	09/03/24	P	ONETIM	CHARLES BLAUGRUND	\$24.75
47212	09/03/24	P	ONETIM	CINDY TRUMP, INC. DBA LINDY'S	\$449.64
47213	09/03/24	P	0441	CINTAS CORPORATION	\$78.32
47214	09/03/24	P	0145	CIVILTEC ENGINEERING INC	\$37,871.25
47215	09/03/24	P	0519	GK CONSULTING	\$1,690.00
47216	09/03/24	P	0569	GOTO COMMUNICATIONS, INC.	\$325.48
47217	09/03/24	P	0369	HIGHROAD INFO TECHNOLOGY	\$6,237.00
47218	09/03/24	P	0447	IVAN RAMIREZ	\$105.00
47219	09/03/24	P	0205	JOE MATTHEWS	\$3,194.23
47220	09/03/24	P	0483	LAVCO DAVE'S BRAKE ALIGNMENT	\$689.99
47220	10/15/24	V	0483	LAVCO DAVE'S BRAKE ALIGNMENT	(\$689.99)
47221	09/03/24	P	0051	LINCOLN FINANCIAL GROUP	\$3,385.45
47222	09/03/24	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$87.79
47223	09/03/24	P	ONETIM	ROGER TUNG	\$24.75
47224	09/03/24	P	0068	SOUTHERN CALIF EDISON CO	\$109,964.49
47225	09/03/24	P	0078	UNDERGROUND SERVICE ALERT	\$217.20
47226	09/03/24	P	0386	VERIZON WIRELESS	\$773.58
47227	09/17/24	P	0116	ACWA-JPIA	\$17,229.26
47228	09/17/24	P	0385	ADMIRAL PEST CONTROL	\$93.00
47229	09/17/24	P	0090	CALIF DOMESTIC WATER CO	\$1,204.50
47230	09/17/24	P	0013	CANNINGS HARDWARE	\$376.11
47231	09/17/24	P	0432	CHARTER COMMUNICATIONS	\$599.00
47232	09/17/24	P	0441	CINTAS CORPORATION	\$78.32
47233	09/17/24	P	0143	CITY OF LA HABRA HEIGHTS	\$274.19
47234	09/17/24	P	0558	CONEXWEST	\$230.42
47235	09/17/24	P	0575	D.L. AUTO, INC.	\$1,354.41
47236	09/17/24	P	0036	EPM POWER & WATER SOLUTIONS	\$3,149.26
47237	09/17/24	P	0164	EXCEL TELEMESSAGING	\$140.00
47238	09/17/24	P	0389	FRONTIER COMMUNICATIONS	\$925.99
47239	09/17/24	P	0099	GRAINGER INC	\$459.49
47240	09/17/24	P	0153	HOME DEPOT CR SERVICES	\$87.87
47241	09/17/24	P	0252	INFOSEND, INC	\$1,838.04
47242	09/17/24	P	0205	JOE MATTHEWS	\$75.00
47243	09/17/24	P	0571	JULIUS CERVANTES	\$1,858.40
47244	09/17/24	P	0133	KONICA MINOLTA	\$200.22
47245	09/17/24	P	0402	L G HOLDINGS, INC	\$940.00
47246	09/17/24	P	0051	LINCOLN FINANCIAL GROUP	\$2,426.15
47247	09/17/24	P	0212	LOS ANGELES COUNTY FIRE DEPT	\$2,272.00
47248	09/17/24	P	0430	MICHAEL SILANDER	\$7,387.50

La Habra Heights County Water District

AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
47249	09/17/24	P	0503	MICHELLE SAVAGE	\$187.20
47250	09/17/24	P	0231	O'REILLY AUTO PARTS	\$7.76
47251	09/17/24	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$91.84
47252	09/17/24	P	0245	PASO ROBLES TANK, INC	\$406,910.38
47253	09/17/24	P	0363	RWS OF SOUTHERN CALIFORNIA	\$328.58
47254	09/17/24	P	0258	S&J SUPPLY CO, INC	\$3,494.57
47255	09/17/24	P	0415	SAMUEL MUNOZ	\$1,400.00
47256	09/17/24	P	0147	SAN GABRIEL VALLEY WATER CO	\$148.97
47257	09/17/24	P	0485	SERVPRO	\$1,169.79
47258	09/17/24	P	0068	SOUTHERN CALIF EDISON CO	\$1,581.30
47259	09/17/24	P	0427	TPX COMMUNICATIONS	\$7,801.44
47260	09/17/24	P	0268	UNIVAR USA, INC	\$1,705.19
47261	09/17/24	P	0562	VERIZON	\$323.06
47262	09/17/24	P	0016	WATER REPLENISHMENT DISTRICT	\$122,325.04
47263	09/17/24	P	0016	WATER REPLENISHMENT DISTRICT	\$7,934.00
47264	09/17/24	P	0094	WECK LABORATORIES, INC	\$2,324.00
47265	10/01/24	P	0013	CANNINGS HARDWARE	\$426.74
47266	10/01/24	P	0014	CENTRAL BASIN MWD	\$4,404.32
47267	10/01/24	P	0441	CINTAS CORPORATION	\$78.32
47268	10/01/24	P	0145	CIVILTEC ENGINEERING INC	\$42,507.50
47269	10/01/24	P	0283	CONTINENTAL UTILITY SOLUTIONS	\$16.00
47270	10/01/24	P	0575	D.L. AUTO, INC.	\$265.24
47271	10/01/24	P	0464	ENVIROKLEEN USA	\$650.00
47272	10/01/24	P	0124	G M SAGER CONSTRUCTION CO	\$5,213.40
47273	10/01/24	P	0099	GRAINGER INC	\$906.55
47274	10/01/24	P	0070	HARRINGTON INDUSTRIAL PLASTICS	\$194.11
47275	10/01/24	P	0369	HIGHROAD INFO TECHNOLOGY	\$456.00
47276	10/01/24	P	0447	IVAN RAMIREZ	\$75.00
47277	10/01/24	P	0205	JOE MATTHEWS	\$75.00
47278	10/01/24	P	0503	MICHELLE SAVAGE	\$252.80
47279	10/01/24	P	0576	NAKAE & ASSOCIATES, INC.	\$3,660.00
47280	10/01/24	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$704.47
47281	10/01/24	P	0185	S.C.W.U.A.	\$220.00
47282	10/01/24	P	0415	SAMUEL MUNOZ	\$2,950.00
47283	10/01/24	P	0068	SOUTHERN CALIF EDISON CO	\$106,871.57
47284	10/01/24	P	0386	VERIZON WIRELESS	\$731.74
47285	10/01/24	P	0094	WECK LABORATORIES, INC	\$1,627.00
47286	10/15/24	P	0005	ACWA	\$15,570.00
47287	10/15/24	P	0139	ACWA/JPIA	\$6,791.69
47288	10/15/24	P	0385	ADMIRAL PEST CONTROL	\$93.00
47289	10/15/24	P	0353	ARCO BUSINESS SOLUTIONS	\$2,614.32
47290	10/15/24	P	ONETIM	CALLAND ENGINEERING, INC.	\$406.37
47291	10/15/24	P	0013	CANNINGS HARDWARE	\$271.16
47292	10/15/24	P	0432	CHARTER COMMUNICATIONS	\$599.00
47293	10/15/24	P	0441	CINTAS CORPORATION	\$78.32
47294	10/15/24	P	0143	CITY OF LA HABRA HEIGHTS	\$274.20
47295	10/15/24	P	0558	CONEXWEST	\$230.42
47296	10/15/24	P	0118	COUNTRY COUSINS FLOWER SHOP	\$128.03
47297	10/15/24	P	0464	ENVIROKLEEN USA	\$650.00
47298	10/15/24	P	0164	EXCEL TELEMESSAGING	\$140.00
47299	10/15/24	P	0389	FRONTIER COMMUNICATIONS	\$102.68
47300	10/15/24	P	0519	GK CONSULTING	\$1,007.50
47301	10/15/24	P	0569	GOTO COMMUNICATIONS, INC.	\$325.93
47302	10/15/24	P	0099	GRAINGER INC	\$960.30
47303	10/15/24	P	0369	HIGHROAD INFO TECHNOLOGY	\$6,237.00
47304	10/15/24	P	0153	HOME DEPOT CR SERVICES	\$295.88
47305	10/15/24	P	0252	INFOSEND, INC	\$1,541.95

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

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
47306	10/15/24	P	0447	IVAN RAMIREZ	\$105.89
47307	10/15/24	P	0033	J A SALAZAR CONSTRUCTION	\$14,222.00
47308	10/15/24	P	0205	JOE MATTHEWS	\$59.20
47309	10/15/24	P	0133	KONICA MINOLTA	\$201.61
47310	10/15/24	P	0402	L G HOLDINGS, INC	\$3,124.00
47311	10/15/24	P	0051	LINCOLN FINANCIAL GROUP	\$4,735.66
47312	10/15/24	P	0430	MICHAEL SILANDER	\$4,525.00
47313	10/15/24	P	0231	O'REILLY AUTO PARTS	\$9.22
47314	10/15/24	P	0245	PASO ROBLES TANK, INC	\$309,797.38
47315	10/15/24	P	0495	PUBLIC WATER AGENCIES GROUP	\$875.00
47316	10/15/24	P	0258	S&J SUPPLY CO, INC	\$4,556.07
47317	10/15/24	P	0470	SALINAS TIRES & WHEELS	\$555.80
47318	10/15/24	P	0068	SOUTHERN CALIF EDISON CO	\$4,809.06
47319	10/15/24	P	0243	TAMMY WAGSTAFF	\$352.00
47320	10/15/24	P	0166	THE FLAG SHOP	\$106.93
47321	10/15/24	P	ONETIM	TIMEA BARABAS	\$1,375.15
47322	10/15/24	P	0427	TPX COMMUNICATIONS	\$6,144.45
47323	10/15/24	P	0078	UNDERGROUND SERVICE ALERT	\$182.05
47324	10/15/24	P	0268	UNIVAR USA, INC	\$3,930.14
47325	10/15/24	P	0562	VERIZON	\$323.06
47326	10/15/24	P	0012	VULCAN MATERIALS COMPANY	\$1,204.75
47327	10/15/24	P	0577	WARE DISPOSAL	\$497.26
47328	10/15/24	P	0016	WATER REPLENISHMENT DISTRICT	\$124,212.88
47329	10/15/24	P	0094	WECK LABORATORIES, INC	\$2,693.00
BANK 13110 REGISTER TOTAL:					\$1,479,222.34
GRAND TOTAL :					\$1,503,149.15

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

CIVILTEC
engineering inc.


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

August 9, 2024

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

Attention: Joe Mathews, General Manager

Subject: Engineering Activities for the Month of **July 2024**
Invoice Backup Support - Billing Period through August 2, 2024

ok to pay


Dear Mr. Mathews:

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 LHHWCWD management. Following is an explanation of time spent to back up the **July 2024** invoicing. The numbering system is the **Civiltec** project number and tracking system.

2024140.00 – General Engineering Support FY24-25. 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 2024-25.

There were no expenditures in July 2024. The remaining budget is \$25,000.00.

2024141.00 – Engineering Fireflow Modeling FY24-25. This project has been established to aid the District with computer model simulations for fireflow requests by LHHWCWD customers. Below is an accounting of expenditures under this **Civiltec** job number for FY 2024-25.

There were expenditures in the month of July 2024 totaling \$1,780.00. We have set up new project numbers per fire flow simulation. We are using this main number 2024141 and have put extensions starting with .01 for the first request.

2024141.01 Fire Flow Modeling 718 East Road	\$600.00
2024141.02 Fire Flow Modeling 134 West Road	\$600.00
2024141.03 Fire Flow Modeling 1730 Kanola Road	\$580.00



2020203.00 – Vigil Reservoir Drain Outlet Repair. Sol Construction has successfully completed the repair work to the drain structure. Final paperwork has been processed including as-built drawings, progress pay estimate, notice of completion, and a final drone fly over of the completed structure. The overall engineering budget for the project is \$136,950.00. There were expenditures in the month of July 2024 of \$630.00. The remaining budget is \$47,061.18.

2022169.00 – Well No. 12 Well Siting Study. LHHWCWD 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 July 2024. 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.

2023149.00 – Reservoir 10A Rehabilitation. The Reservoir 10A project is under construction. The project was awarded to Paso Robles Tank on March 26, 2024. The contract has been prepared and executed. A preconstruction meeting was held on May 2, 2024. PRT has issued shop drawing submittals and the overall schedule. PRT mobilized on May 20, 2024. The tank is drained, and the existing floor coating has been removed. The contractor is sandblasting and prime coating areas of the interior in areas where there will be no exterior welding which could blister the interior coating. PRT and CSE mobilized their crews in July to construct the tank appurtenances including the spiral staircase, hatch replacement, handrails, overflow pipe and inlet/outlet pipe. The exterior appurtenance work is approximately 90% complete. *Civiltec* is providing full time observation work and issuing weekly reports and photos. The overall budget has been increased to \$140,430.00. There were expenditures in the month of July 2024 totaling \$34,931.35 (five weeks of work in July). The remaining budget is \$40,541.25.

2024807.00 – PFAS Grant Application. LHHWCWD 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 expenditures in the month of July 2024 totaling \$530.00. The remaining budget is \$5,688.75.

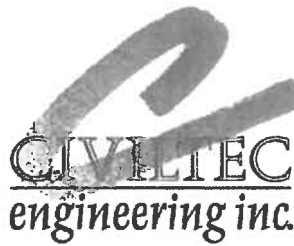
I hope this information helps with your processing of the project invoices. Please let me know if you have any questions.

Very truly yours,

CIVILTEC engineering, inc.

A handwritten signature in black ink, appearing to read 'W. David Byrum', is written over a horizontal line.

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



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

September 17, 2024

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 **August 2024**
Invoice Backup Support - Billing Period through August 31, 2024

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 LHCWD management. Following is an explanation of time spent to back up the **August 2024** invoicing. The numbering system is the **Civiltec** project number and tracking system.

2024140.00 – General Engineering Support FY24-25. 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 2024-25.

There were expenditures of \$1,115.00 in August 2024 for work on the District Wall Map. David, Gretel and Zoie spent 5.75 hours researching and making updates to the Map in AutoCAD – the Map has not been updated since 2015. There are about seven pipeline CIPs to add to the Map. This work is approximately 50% complete and will be completed in September. The remaining budget is \$23,885.00.

2024141.00 – Engineering Fireflow Modeling FY24-25. This project has been established to aid the District with computer model simulations for fireflow requests by LHCWD customers. Below is an accounting of expenditures under this **Civiltec** job number for FY 2024-25.

There were expenditures in the month of August 2024 totaling \$890.00. We have set up new project numbers per fire flow simulation. We are using this main number 2024141 and have put extensions starting with .01 for the first request.

2024141.04 Fire Flow Modeling for 2730 Casalero Dr	\$415.00
2024141.05 Fire Flow Modeling for 1650 El Travesia	\$595.00

605 East Huntington Drive, Suite 205, Monrovia, CA 91016 | P 626.357.0588



2020203.00 – Vigil Reservoir Drain Outlet Repair. Sol Construction has successfully completed the repair work to the drain structure. Final paperwork has been processed including as-built drawings, progress pay estimate, notice of completion, and a final drone fly over of the completed structure. The overall engineering budget for the project is \$136,950.00. There were no expenditures in the month of August 2024. The remaining budget is \$47,061.18. The project is now closed on our end.

2022169.00 – Well No. 12 Well Siting Study. LHCWD 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 August 2024. 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.

2023149.00 – Reservoir 10A Rehabilitation. The Reservoir 10A project is under construction. The contractor is sandblasting and prime coating the interior which is approximately 85% complete. PRT and CSE mobilized their crews in July to construct the tank appurtenances including the spiral staircase, hatch replacement, handrails, center vent, overflow pipe and inlet/outlet pipe. The exterior appurtenance work continued into August and is approximately 99% complete. *Civiltec* is providing full time observation work and issuing weekly reports and photos. We will shift to part time observation work in September to match the work effort. The overall budget is \$140,430.00. There were expenditures in the month of August 2024 totaling \$21,432.50. The remaining budget is \$19,108.75. It is anticipated that the interior coating will be completed and cured and the tank filled by mid-September. The exterior coating work is underway and will be completed in September.

2024807.00 – PFAS Grant Application. LHCWD 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 expenditures in the month of August 2024 totaling \$1,707.50. The remaining budget is \$3,981.25.

2024814.00 – PFAS Treatment Plant Design. LHCWD and *Civiltec* have executed a professional services agreement for the design of the new PFAS Treatment Plant. The kickoff meeting has been conducted. The design team is currently working in Phase 2 – Preliminary Engineering and Site Survey. The site has been surveyed, photo documented and the topographic map has been created. Preliminary piping layouts and site planning is underway. The budget established for the *Civiltec* effort is \$421,360.00. There were expenditures in the month of August 2024 totaling \$17,242.50. The remaining budget is \$404,117.50.

La Habra Heights County Water District
Mr. Joe Matthews, General Manager
Engineering Activity Report for **August 2024**
September 17, 2024
Page 3



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', is written over a horizontal line.

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

Michael Silander

Attorney at Law

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

INVOICE

DATE: SEPTEMBER 1, 2024

TO:

La Habra Heights County Water District

1271 Hacienda Road

La Habra Heights, CA 90631

PLEASE REMIT PAYMENT TO:

Michael Silander

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

SPECIFICATIONS:

LHHCWD/TOTAL

Invoice for legal services rendered in July 2024.

*July Invoice
OK to pay*

MATTER	HOURS	AMOUNT
Transactional - General	24.4	\$3,050.00
Retainer	Flat fee	\$1,250.00
		TOTAL: \$4,300.00

Please make all checks payable to Michael Silander

If you have any questions concerning this invoice,

please email michael@silanderlaw.com or call 805-490-9247

Michael Silander

Attorney at Law

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

INVOICE

DATE: SEPTEMBER 1, 2024

TO:

La Habra Heights County Water District

1271 Hacienda Road

La Habra Heights, CA 90631

PLEASE REMIT PAYMENT TO:

Michael Silander

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

SPECIFICATIONS:

LHHCWD/TOTAL

Invoice for legal services rendered in August 2024.

August Invoice
OK to pay

MATTER	HOURS	AMOUNT
Transactional - General	14.7	\$1,837.50
Retainer	Flat fee	\$1,250.00
		TOTAL: \$3,087.50

Please make all checks payable to Michael Silander
If you have any questions concerning this invoice,
please email michael@silanderlaw.com or call 805-490-9247

Michael Silander

Attorney at Law

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

INVOICE

DATE: OCTOBER 1, 2024

TO:

La Habra Heights County Water District

1271 Hacienda Road

La Habra Heights, CA 90631

PLEASE REMIT PAYMENT TO:

Michael Silander

2629 Townsgate Road, Suite 235

Westlake Village, CA 91361

SPECIFICATIONS:

LHHCWD/TOTAL

Invoice for legal services rendered in September 2024.

Legal Services

MATTER	HOURS	AMOUNT
Transactional - General	26.2	\$3,275.00
Retainer	Flat fee	\$1,250.00
		TOTAL: \$4,525.00

Please make all checks payable to Michael Silander

If you have any questions concerning this invoice,

please email michael@silanderlaw.com or call 805-490-9247

Vendor No.	10430
Account No.	8620
Job No.	
Approve:	
Enter:	Date:

REPORT OF SUPERINTENDENT

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

DATE: 10/16/24

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

FROM: IVAN RAMIREZ, SUPERINTENDENT

**SUBJECT: SUPERINTENDENT'S REPORT FOR AUGUST &
SEPTEMBER 2024**

System and Scada Equipment Maintenance

- Repaired six service leaks.
- TPX replaced Plant 1 and the Wells wireless connection in our SCADA system with secure internet landline. MG Plant is our last wireless connection that needed replacement.

Rehabilitation of 10A

- Rehabilitation of 10A is complete and tank is back in service.

**DISCUSS AND ADOPT
RESOLUTION 24-11 AMENDMENT
TO THE DISTRICT'S EMPLOYEE
POLICIES AND PROCEDURES
MANUAL SECTION 5E PERTAINING
TO COMPASSIONATE LEAVE**

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM

AGENDA ITEM 8A

DATE: OCTOBER 16 , 2024

TO: BOARD OF DIRECTORS

FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER

**SUBJECT: RESOLUTION 24-11 EMPLOYEE POLICIES AND PROCEDURES
REVISION FOR COMPASSIONATE LEAVE**

A mistake was made regarding paid compassionate leave when we amended the Employee Policies and Procedures Manual. Section 5E of our former policy granted up to three days paid compassionate under certain circumstances. Our intent was to adapt that policy to meet current law without removing the paid leave portion. Instead of adding two additional days of unpaid compassionate leave, we mistakenly replaced the entire paid compassionate leave portion with the new law's minimum requirement of five days unpaid leave. Section 5E should be edited to read:

“After 30 days of employment of a full-time continuous employee, if a death occurs in the employee’s immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law) or if the employee suffers a reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction), leave may be granted up to a maximum of five (5) days, with three (3) days being paid leave and the remaining two (2) days being unpaid leave. Leave must be completed within three months of the date of death of the family member or reproductive loss event. For reproductive loss events, if the employee is on or chooses to go on leave provided under FMLA or CFRA, the employee may complete bereavement leave within three months of the end date of the other leave. Employees are limited to twenty (20) days of bereavement leave in a 12-month period for reproductive loss events.”

RESOLUTION 24-11

A RESOLUTION BY THE BOARD OF DIRECTORS OF LA HABRA HEIGHTS COUNTY WATER DISTRICT TO AMEND ITS EMPLOYEE POLICIES AND PROCEDURES MANUAL AS TO COMPASSIONATE LEAVE

1. RECITALS

WHEREAS La Habra Heights County Water District ("LHHCWD") amended its Employee Policies and Procedures Manual ("Manual") on August 27, 2024, by adopting Resolution 24-09;

WHEREAS Section 5E of the former Manual included three (3) days of paid compassionate leave and the amended Manual was revised to comply with current state law to include five (5) days of unpaid compassionate leave; and

WHEREAS LHHCWD wants to reinstate three (3) days of paid compassionate leave and add two (2) days of unpaid compassionate leave, so as to harmonize the former Manual with the new state requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LHHCWD AS FOLLOWS:

2. RESOLUTION

LHHCWD's Board of Directors hereby amends the first paragraph of Section 5E of the Manual as follows:

"After 30 days of employment of a full-time continuous employee, if a death occurs in the employee's immediate family (defined as spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law) or if the employee suffers a reproductive loss event, defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction), leave may be granted up to a maximum of five (5) days, with three (3) days being paid leave and the remaining two (2) days being unpaid leave. Leave must be completed within three months of the date of death of the family member or reproductive loss event. For reproductive loss events, if the employee is on or chooses to go on leave provided under FMLA or CFRA, the employee may complete bereavement leave within three months of the end date of the other leave. Employees are limited to twenty (20) days of bereavement leave in a 12-month period for reproductive loss events."

ADOPTED, SIGNED, AND APPROVED this 22nd day of October 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

Joe Matthews, Secretary, La Habra Heights
County Water District

(SEAL)

I, JOE MATTHEWS, Secretary of the Board of Directors of the La Habra Heights County Water District, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Board of Directors of said District, held on the 22nd day of October 2024, and was adopted at that meeting by the following vote:

Joe Matthews, Secretary
Board of Directors of the La Habra
Heights County Water District

**DISCUSS AND ACTION
AWIA UPDATES, LHMP UPDATES &
ERP UPDATES**

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM AGENDA ITEM 8C

DATE: OCTOBER 14, 2024
TO: BOARD OF DIRECTORS
FROM: JOE MATTHEWS, SECRETARY/ GENERAL MANAGER
SUBJECT: AWIA, HMP, AND ERP UPDATES

The following are EPA regulated District documents that require revisions, updates, and re-certifications in 2026, and every five years afterwards.

The American Water Infrastructure Act (AWIA) which includes:
The District's Risk & Resilience Assessment (RRA)
The District's Emergency Response Plan (ERP)

Also we are required to perform Emergency Management and Disaster Response Training (part of the ERP) every two years.

FEMA/CalOES requires revisions to our Local Hazard Mitigation Plan (LHMP), also by 2026.

The District participates with 20 other water agencies from the Public Water Agencies Group (PWAG) for the purpose of cost and resource sharing to help meet mandated objectives like these. Due to the complexity of these requirements, 19 Member agencies of PWAG agreed to form an Emergency Management Program, a subset of full PWAG membership, which share the additional cost to employ a full time Emergency Preparedness Coordinator (EPC). This position is responsible for assisting agencies to complete these updates, developing and understanding a full scope of work for any contracted consultants for adhering to all AWIA requirements, emergency management and disaster response training, and running a shared emergency backup generator network. The subset group also participates in mutual aid during and after disasters that is run by the Emergency Preparedness Coordinator. The Main San Gabriel Watermaster has no need to be in the Emergency Management Program subset, leaving our District as the only agency within PWAG that has yet to participate.

Previously, the District hired Gary Sturdivan, a retired Emergency Management Coordinator from the water industry as our consultant to help produce all these original documents over a period of three years' time. The re-certification process of these documents can take the same amount of time to complete.

We have three options for completing the requirements for re-certification of the AWIA documents.

1. Complete it ourselves which will be extremely difficult due to the scope of work.
2. Hire a consultant such as Gary Sturdivan. This option would still require hiring a cyber-security firm for an assessment, as Gary does not do that work.
3. Do it in cooperation with PWAG

Component 1-Risk & Resilience Assessment (RRA)

1. Update in partnership the PWAG Emergency Management Program group project for \$11,813.59, pending approval from all parties. This work is set to begin next month. If all parties do not approve, the cost will increase. A breakdown of District costs is attached. A cyber-security assessment is included in this cost.
2. Update ourselves (Difficult, but we can accomplish with help from PWAG's EPC). An additional cyber-security assessment is required.
3. Update with Gary Sturdivan for a cost not to exceed \$38,500.00. An additional cyber-security assessment is required.

Component 2-Emergency Response Plan (ERP)

1. Update in-house (We can accomplish with help from PWAG's EPC)
2. Update with Gary Sturdivan (cost included in RRA proposal)
3. Update with PWAG for a fee (we pay for PWAG's EPC assistant to do the work, estimated at approximately \$25.00 per hour)

All options require the same cyber-security assessment required by AWIA.

Component 3- Cybersecurity Assessment and Incident Response Plan

1. Update in-house using penetration and vulnerability assessments from a consultant. We have only one proposal from Wati for \$25,000.00 and I am working on two additional proposals. I also met with TPX, our SCADA communication system provider to get a cyber-security assessment but was turned down due to the complexity of the scope of work.
2. We have a working copy of a Nondisclosure Agreement for review and approval if we choose this option.

3. Update in partnership the PWAG Emergency Management Program group project, as mentioned in the RRA.

Component 4- Local Hazard Mitigation Plan (LHMP) – FEMA/CalOES

1. Update in-house (We can accomplish with help from PWAG's EPC)

2. Update with Gary Sturdivan for \$32,500.00.

Once complete, it gives us eligibility for Hazard Mitigation Grant Program funding.

Summary of costs to meet the regulatory requirements

PWAG Emergency Management Program (MOU attached)	
6 year cost	\$66,399.00
Cost for PWAG Cyber-security assessment and AWIA pending all party's approval (attached)	\$11,814.95

Costs for Gary Sturdivan (two proposals)	\$71,000.00
--	-------------

Cost for cyber-security assessment (attached)	\$25,000.00
---	-------------

Choosing this option requires discussion of a working copy of a Nondisclosure Agreement attached for review. We can approve it later, if needed.

PWAG Emergency Management Program

19 PWAG agencies that have agreed to join this subset program and pay the salary of the PWAG Emergency Preparedness Coordinator position. A statement of annual costs of the position through 2030 is included in the attached Memorandum of Understanding (MOU). The total cost to the District would be \$66,399.00 over the next six years. The MOU agreement is a 10-year commitment.

PWAG has a cyber-security assessment and AWIA revision partnership group project that is separate from the Emergency Management Program. The group project cost is \$11,814.59, pending approval from all parties. This work is set to begin next month. If all parties do not approve, the cost will increase. A breakdown of District costs is attached. A cyber-security assessment is included in this cost.

I will discuss joining the PWAG Emergency Management Program and collaborating with their Cyber-security assessment consultant to complete our required legislative updates and will explain more at the meeting.

**RESTATED MEMORANDUM OF UNDERSTANDING
REGARDING PUBLIC WATER AGENCIES GROUP
EMERGENCY PREPAREDNESS COORDINATOR POSITION**

This Restated Memorandum of Understanding regarding Public Water Agencies Group ("PWAG" or the "Group") Emergency Preparedness Coordinator Position ("Restated MOU") is made, entered into and effective as of January 1, 2024 (the "Effective Date"), by and among: Bellflower-Somerset Mutual Water Company, Crescenta Valley Water District, Kinneloa Irrigation District, La Cañada Irrigation District, La Puente Valley County Water District, Montebello Land and Water Company, Palmdale Water District, Pico Water District, Quartz Hill Water District, Rowland Water District (in its capacity as a member of PWAG and payor of its share of costs under this Restated MOU), Rubio Cañon Land and Water Association, San Gabriel County Water District, San Gabriel Valley Municipal Water District, South Montebello Irrigation District, Sunny Slope Water Company, Three Valleys Municipal Water District, Valencia Heights Water Company, Valley County Water District and Walnut Valley Water District, (which entities may be referred to individually herein as a "Party" or collectively as the "Parties"), and Rowland Water District (in its capacity as the employing entity under Section 5, below; "Rowland") with respect to the following facts:

RECITALS

- A. Each Party is a member of the Public Water Agencies Group, a California non-profit mutual benefit corporation consisting of 21 public agency and mutual water company water suppliers located in Los Angeles County, California. The Parties comprise the 19 participants in the PWAG Emergency Preparedness Program.
- B. Over the past several years, the Group has further pursued efforts to enhance the emergency preparedness and emergency response of the Parties.
- C. Based on those prior efforts, the Group engaged a dedicated emergency preparedness coordinator (the "Coordinator") as an employee through the Group's legal counsel.
- D. The Group has decided to revise the Coordinator's employing entity and effective January 4, 2024, the Coordinator will be employed through Rowland, and will continue to render training and coordination services, as more fully described in the job description set forth in Exhibit A hereto, to the Parties and to those entities who may subsequently elect to be added as Parties to this Restated MOU.
- E. The Parties therefore desire to set forth their respective obligations with respect to the engagement and compensation of the Coordinator, as set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. Cost Sharing Allocation. The Parties estimate that the salary, benefit burden, overhead and related administrative costs related to the engagement and compensation of the Coordinator (collectively, the "Coordinator Costs") will be up to \$225,000.00 per year, with possible subsequent increases in salary based on step increases and/or cost of living adjustments to be approved by the Emergency Preparedness Executive Committee established by the Parties (the "Committee"). Each Party shall pay its share of the Coordinator Costs, as allocated among the Parties in accordance with the system size classifications set forth in Exhibit B hereto and the fee amounts set forth in Exhibit C hereto, to the Group, which shall thereafter pay all costs associated with Rowland's employment of the Coordinator, based on Rowland's employment practices, including salary, benefits and required employer contributions. The foregoing cost allocation is based on the number of service connections each Party has, as follows:

0-999 Service Connections – Very Small;
1,000 to 4,999 Service Connections – Small;
5,000 to 9,999 Service Connections – Medium;
10,000 to 19,999 Service Connections – Medium-Large;
Over 20,000 Service Connection – Large; and
Wholesale or replenishment water providers are classified as Medium.

2. Changes to Cost Allocation – New Party. In the event that a new Party is added to this Restated MOU, Exhibits B and C shall be amended accordingly to add that new Party to those exhibits in the appropriate cost allocation classification based on the number of service connections that new Party serves. Any such new Parties will be responsible for their respective share beginning the month following approval of their participation in this Restated MOU, as specified in Section 6, below. Similarly, in the event a Party withdraws from this Restated MOU, in the manner specified in Section 7, below, then Exhibit B shall be amended accordingly to proportionately increase the required financial contributions of each of the remaining Parties.

3. Payment of Costs. PWAG shall invoice each Party by e-mail on a monthly basis, in advance, for that Party's share of the Coordinator Costs, as specified on Exhibit C. All payments are to be made payable to the "Public Water Agencies Group" and Rowland shall invoice PWAG for salary and expense reimbursement payments to the Coordinator and for overhead and administrative costs, as specified in Section 8, below. Each Party shall pay such costs within thirty (30) days of presentation of the monthly invoice from PWAG. If payment is not received by PWAG by the thirtieth (30th) day after presentation of that invoice, PWAG shall notify the Party who has failed to pay of that failure and that Party shall then have five (5) days to pay its outstanding share of the Coordinator Costs to PWAG. If that Party does not make that required payment within that five (5) day period, PWAG shall then notify each of the other Parties of the need to make additional payments pursuant to Section 4, below.

4. Withdrawal of a Party or Party's Failure to Pay. Each Party acknowledges that if any Party fails to pay Coordinator Costs as specified herein or if a Party withdraws as specified in Section 7, below, the other Parties shall contribute additional funds to cover that failure to pay or the withdrawing Party's share of the Coordinator Costs. PWAG shall promptly notify the Parties in either situation, and the Parties shall pay to PWAG within fourteen (14) days of receipt of notice from the PWAG Treasurer all sums required, as specified in that notice. The Parties may commence legal action to collect any unpaid amounts from a Party who fails to pay its share of the Coordinator Costs in accordance with this Restated MOU.

5. Coordinator Hiring and Duties. The duties and obligations of the Coordinator are specified in the Job Description set forth in Exhibit A hereto. The Coordinator shall be engaged as an employee by Rowland. Rowland shall coordinate the Coordinator's duties with the Committee. The Committee shall oversee the recruitment and hiring of the Coordinator and shall establish the Coordinator's salary and benefits.

6. Additional Parties. Parties may be added to this Restated MOU upon the approval of at least a majority of the then existing Parties. Upon the approval of any new Party by the existing Parties, Exhibits B and C shall be amended to reflect the cost allocation among the Parties as a result of that addition, based on the classification of that new Party as set forth in Section 1, above.

7. Term; Withdrawal of a Party. This Restated MOU shall have an initial term of ten (10) years from the Effective Date (the "Initial Term") and shall thereafter continue for consecutive two (2) year terms unless terminated by a majority of the Parties at least sixty (60) days, but not more than one hundred twenty (120) days, before the expiration of the then current term. The Parties acknowledge that this Restated MOU is made possible by the commitment of each of the Parties and thus no Party may withdraw from this Restated MOU during the Initial Term. In any subsequent term, a Party may withdraw from the MOU on at least four (4) months' written notice to the other Parties, and such withdrawing Party shall be responsible for paying its allocated share of the Coordinator Costs until that notice period has expired.

8. Coordinator Costs; Overhead and Administrative Costs. Rowland agrees to timely pay all monies owed to the Coordinator, based on the salary and benefits approved by the Parties. In addition to those salary and benefit costs, which costs shall include any employer contributions required under applicable law, Rowland shall be entitled to a seven percent (7%) fee, calculated on the salary and benefits to be provided to the Coordinator, for its overhead and administrative costs in employing the Coordinator. Any Party may audit Rowland's records with respect to payments made, and benefits provided, to the Coordinator upon at least forty-eight (48) hours' prior written notice.

9. Indemnification of Coordinator Costs. The Parties agree to indemnify Rowland, as the Coordinator's employer, against, and hold Rowland harmless from, any

liability resulting from the payment of the Coordinator Costs, except to the extent that any such costs result from Rowland's negligence or willful misconduct.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11. Amendment. This Agreement may be modified only by a written agreement signed by the Parties.

12. Severability. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

13. Counterparts; Execution Transmitted by E-Mail or Other Electronic Means. This Agreement may be executed in counterparts, effective as of the Effective Date first set forth above. The parties agree that this Agreement will be considered signed when the signature of a party is delivered by e-mail or by other electronic means, including DocuSign or other similar applications. Such e-mailed or electronic signature shall be treated in all respects as having the same effect of an original signature.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the last date set forth below.

Bellflower-Somerset Mutual Water Company

Dated: _____, 2024

By _____
Its _____

Crescenta Valley Water District

Dated: _____, 2024

By _____
Its _____

Kinneloa Irrigation District

Dated: _____, 2024

By _____
Its _____

La Cañada Irrigation District

Dated: _____, 2024

By _____
Its _____

La Puente Valley County Water District

Dated: _____, 2024

By _____
Its _____

Montebello Land and Water Company

Dated: _____, 2024

By _____
Its _____

Palmdale Water District

Dated: _____, 2024

By _____
Its _____

Pico Water District

Dated: _____, 2024

By _____
Its _____

Quartz Hill Water District

Dated: _____, 2024

By _____
Its _____

Rowland Water District

Dated: _____, 2024

By _____
Its _____

Rubio Cañon Land and Water Association

Dated: _____, 2024

By _____
Its _____

San Gabriel County Water District

Dated: _____, 2024

By _____
Its _____

San Gabriel Valley Municipal Water District

Dated: _____, 2024

By _____
Its _____

South Montebello Irrigation District

Dated: _____, 2024

By _____
Its _____

Sunny Slope Water Company

Dated: _____, 2024

By _____
Its _____

Three Valleys Municipal Water District

Dated: _____, 2024

By _____
Its _____

Valencia Heights Water Company

Dated: _____, 2024

By _____
Its _____

Valley County Water District

Dated: _____, 2024

By _____
Its _____

Walnut Valley Water District

Dated: _____, 2024

By _____
Its _____

EXHIBIT A
JOB DESCRIPTION



ROWLAND WATER DISTRICT

PWAG EMERGENCY MANAGEMENT COORDINATOR

DEFINITION

Under general supervision, plans and directs all programs related to the Public Water Agencies Group Emergency Response Group (ERG). Collaborates with leadership to develop and implement strategies to enhance and maintain the forward-leaning preparedness stance established by PWAG. Works with each of the nineteen (19) PWAG ERG water suppliers on water supplier-oriented emergency preparedness issues; coordinates equipment and personnel resources for possible allocation in the event of an emergency; provides SEMS and NIMS training; develops standardized guidelines and operational checklists for use by participating suppliers; facilitates communication among the participating agencies on emergency preparedness issues; ensures pre-emergency funding prerequisites are satisfied; and assists in satisfying any post-emergency requirements. Oversees the development and implementation of disaster-related programs and initiatives as needed; coordinates committees and working groups; and represents PWAG in local, regional, state, and national environments. Demonstrates leadership qualities in highly stressful situations; makes decision quickly and decisively, often with limited information; supports member agencies with situational awareness alerts and warnings. Provides preparedness training and emergency plan evaluation and training for all ERG member agencies; supports preparedness compliance with DHS, FEMA, EPA, and other oversight agencies' requirements. Develops, trains, and implements coordination plans and procedures related to mutual aid, disaster response, disaster recovery and hazard mitigation.

EXAMPLE OF DUTIES

Program Administration:

- Attend meetings and prepare and present memos, letters, agendas, articles, presentations, trainings and reports as needed for PWAG Board and Executive Committee, member agency boards, PWAG committees and working groups, and outside agencies.
- Maintain awareness of funding opportunities and share relevant information with interested agencies; participate as needed in funding application process; manage projects for funding awarded to PWAG. Provide coordination leadership for PWAG group projects, from initial research through final reporting.

- Collaborate with cities, Los Angeles and surrounding counties, and professional associations and working groups as needed.
- Coordinate Executive Team meetings, workshops, and annual strategic planning process.
- Manage the PWAG website, and regularly update content and functions for ERG member agencies; ensure that secure logins work and are available for those who need them.
- Develop and maintain the PWAG Master Resource Inventory List; convert content to FEMA/AWWA Resource Typing format as time allows.
- Develop and maintain the PWAG Mutual Aid Directory; develop self-service procedures for ERG member agencies to be able to see and update their content without EMC assistance.
- Develop and implement PWAG ERG membership orientation for new PWAG ERG member agency leadership, such as GM/AGM, field leadership, and board members.

Emergency Response Coordination:

- Provide guidance to PWAG ERG member agency staff coordinating emergency response activities; including but not limited to evaluating plans, resource lists, equipment, and overall operational status.
- Develop, maintain, and continually evaluate PWAG Emergency Communications technology equipment and procedures to ensure reliable communications with all responding agencies, and conduct regular communication tests.
- Develop and maintain relationships with Subject Matter Experts (SMEs) who can provide disaster response support to PWAG ERG member agencies. Review and update contracts, regularly evaluate needs and recruit additional SMEs as needed.
- Develop, maintain and regularly exercise plans and procedures related to PWAG mutual aid activities. Ensure that PWAG ERG member agencies understand mutual assistance, mutual aid, and the various participating agencies and their procedures for rendering aid.
- Provide training and/or share training opportunities for PWAG ERG member agencies to learn about state and federal funding for pre- and post-disaster projects and needs; assist agencies in navigating disaster funding program application processes; gather incident-specific information and brief member agencies affected by a state or federal disaster.

PWAG Plans and Training:

- Develop and conduct a Training & Exercise Program (TEP) in alignment with the Homeland Security Exercise and Evaluation Program (HSEEP); ensure that PWAG exercises are developed and conducted in alignment with HSEEP; file completed exercises with HSEEP when appropriate.
- Develop, implement, and maintain the PWAG Emergency Coordination Plan and all supporting response plans in compliance with local, state and federal requirements.
- Develop, coordinate, and implement emergency preparedness and response training and disaster exercises for PWAG ERG member agencies, in accordance with state

and federal regulations and best practices. Differentiate activities for agencies with a field-forward disaster response posture and agencies planning to activate Emergency Operations Centers (EOCs).

- Advise and provide PWAG ERG member agencies with training, exercise development, evaluation, and recommendations for revision for emergency operations plans and procedures, and other preparedness efforts as needed.
- Connect emergency preparedness, response, and recovery activities to existing and future health and safety activities, plans and procedures for PWAG ERG member agencies.

Outreach:

- Attend meetings, conferences and workshops related to emergency management to learn new information and to develop working relationships with other emergency management specialists.
- Participate in and represent PWAG and ERG member agencies in various county, state and national associations and organizations. Build the partnerships needed to support the exchange of information and materials in preparation for and during disaster response and recovery.
- Analyze and provide input regarding development of proposed regulations for emergency preparedness and their impact on PWAG's ERG member agencies.
- Provide presentations, training, and other support when requested (and approved by the Executive Committee) to the larger water utility environment and/or emergency management environment.
- Ensure necessary collateral and content on the PWAG website to support recruitment of new PWAG members and orientation of new PWAG member agency leadership and board members.

Disaster Response:

- Support PWAG ERG member agencies with the response and recovery process as the Multi-Agency Coordination group liaison during an automatic activation or when requested. Support reinvigoration of the water sector position in the LA County EOC.
- Oversee and assist in the preparation of After-Action/Corrective Action reports as needed. Work with the appropriate coordinating partners to enhance response systems for future disasters.
- Liaise with local, county, regional, state and national partners to ensure common operating picture, advocate for PWAG ERG member agencies' needs, and provide support where possible.
- Coordinate and host an annual gathering of PWAG ERG member agencies, to promote relationships and increase inter-agency familiarity pre-disaster.
- Gather, analyze, and prepare documents or spreadsheets for special reports and studies when required.

EXAMPLE OF DUTIES (cont.)

- Perform a wide variety of administrative tasks including composing letters, memos, and data entry, maintain files, and sort mail.
- Performs basic routine maintenance to miscellaneous office equipment.

EMPLOYMENT STANDARDS

Ability to:

Lead a team of emergency personnel; develop and implement emergency response plans, policies and procedures; advise, oversee and implement a comprehensive emergency services program; develop and conduct emergency exercises, training programs and meetings; attain high levels of proficiency with software and learn new systems and programs quickly; direct and implement projects and priorities; gather and analyze data and prepare comprehensive reports; exercise sound independent judgment within established guidelines; demonstrate leadership qualities in highly stressful situations; make decisions quickly and decisively, often with limited information; analyze problems and develop logical solutions; work cooperatively with others such as elected officials, water agency staff and outside agencies; follow directions from Executive Committee chair and members; communicate clearly and concisely, both orally and in writing; and establish and maintain cooperative working relationships.

Knowledge of:

Thorough understanding of the Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), Operational Area and State OES operations, and the Incident Command System (ICS); principles of emergency preparedness and response planning, policies, operations, services and activities; causes and effects of natural and human-caused disasters; emergency response authorities; emergency operations center functions, procedures and practices; field incident command procedures and best practices; the interface between field ICS and EOC activities; emergency communications and public communications; pertinent Federal, State and local rules and regulations; methods and techniques of desktop computer and applicable software; data collection and analysis including Internet and social media sources, with the ability to evaluate, prioritize and curate what is needed; English usage, spelling, grammar and punctuation; and record-keeping methods and procedures.

TYPICAL PHYSICAL ACTIVITIES

- Communicates orally with District management, co-workers, and the public in face-to-face, one-on-one, and group settings.
- Must be able to carry, push, pull, reach, bend, crouch and lift objects and supplies weighing up to 20 lbs.
- Talk and/or hear in person and by phone.

PHYSICAL ACTIVITIES (cont.)

- Uses a two-way radio for communication.
- Use hands repetitively to operate computers and other standard office equipment.
- Sits and stands for extended periods of time.
- Vision within normal range.
- May be required to work extended hours including evenings and weekends; may be required to travel to attend meetings via car, bus, train, or air transportation.

EDUCATION AND EXPERIENCE

A degree from an accredited college or university with major coursework in emergency management, public policy, planning, public or business administration or a closely related field; and ten (10+) years of professional experience in emergency management, emergency preparedness, disaster response, emergency response and/or public safety or disaster recovery programs is desirable, with at least five (5+) of those in a managerial position. Any combination of education, experience and training that would provide the required knowledge, skills and abilities will be considered. Public sector experience preferred.

SPECIAL REQUIREMENTS

- Possess and maintain a valid California Driver's license and automobile insurance.
- Must be able to travel to various locations within and outside the County to meet the program needs and fulfill the job responsibilities.
- Must have completed training in SEMS, IS 100, 700 and 800.
- Ability to pass a pre-employment physical and drug screening.
- This position serves a mandatory six (6) month probationary period.

Overtime Assignments

The purveyance of water is a vital service to the community and as such always requires the availability of District personnel. Consequently, employees will be required to respond to emergency calls, accept periodic overtime assignments, and perform all duties deemed necessary by the District. Lacking a bona fide excuse satisfactory to the District, a failure to report when called could result in termination.

Fair Labor Standards Act

For the purposes of the Fair Labor Standards Act, this position shall be considered a General Employee Unit, "exempt" position.

Equal Opportunity Employer

Rowland Water District is an equal opportunity employer, and does not discriminate in hiring, training, promotion, compensation, or terms of employment based on race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

Americans with Disabilities Act

The District will make such reasonable accommodation to enable persons with disabilities to fulfill the requirements of the position in accordance with the Americans with Disabilities Act of 1990.

*Job Descriptions only present a descriptive summary of the range of duties and responsibilities for the specified position. Therefore, Job Descriptions **may not include all** duties performed by individuals holding the position. In addition, job descriptions are intended to outline the **minimum** qualifications necessary for entry into the position and do not necessarily convey the qualifications of incumbents within the position. Job Descriptions shall be periodically reviewed and updated by the General Manager.*

**I have reviewed this Job Description with my Supervisor
and agree with its contents.**

Employee Signature

Date

Supervisor Signature

Date

EXHIBIT B

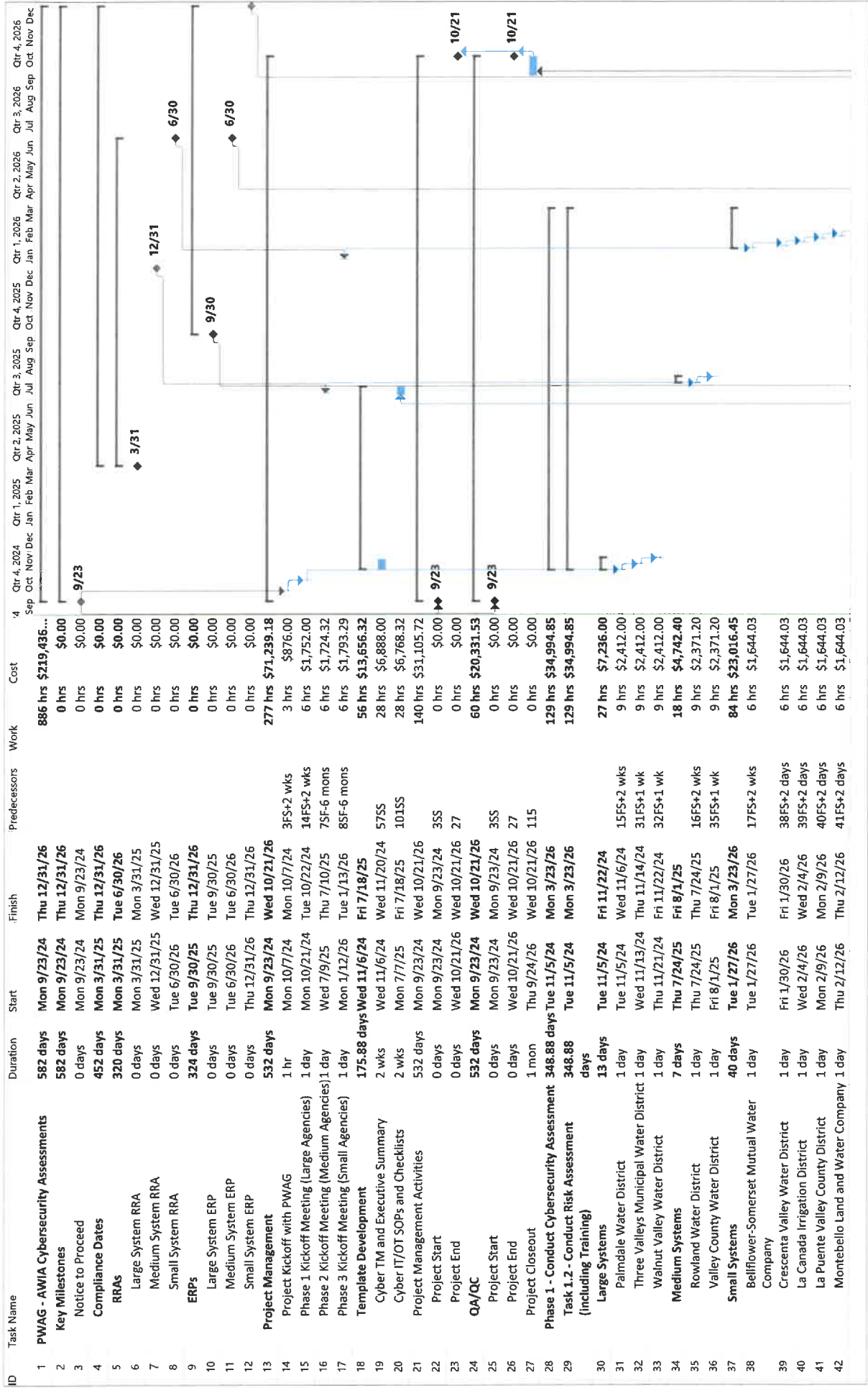
PUBLIC WATER AGENCIES GROUP

EMERGENCY PREPAREDNESS COORDINATOR COST ALLOCATION

Agency	Size Category
Bellflower-Somerset Mutual Water Company	Medium
Crescenta Valley Water District	Medium
Kinneloa Irrigation District	Very Small
La Cañada Irrigation District	Small
La Puente Valley County Water District	Small
Montebello Land and Water Company	Medium
Palmdale Water District	Large
Pico Water District	Medium
Quartz Hill Water District	Medium
Rowland Water District	Medium-Large
Rubio Cañon Land & Water	Small
San Gabriel County Water District	Medium
San Gabriel Valley Municipal Water District	Medium
South Montebello Irrigation District	Small
Sunny Slope Water Company	Medium
Three Valleys Municipal Water District	Medium
Valencia Heights Water Company	Small
Valley County Water District	Medium-Large
Walnut Valley Water District	Large

EXHIBIT C

COST ALLOCATION WITH APPROVED FEE INCREASES (2017-2030)



ID	Task Name	Duration	Start	Finish	Predecessors	Work	Cost
145	Cyber IT/OT SOPs & Checklists	1 wk	Thu 9/10/26	Wed 9/16/26	144	6 hrs	\$1,470.98
146	Sunny Slope Water Company	10 days	Thu 9/3/26	Wed 9/16/26		10 hrs	\$2,537.43
147	ERP Review	1 wk	Thu 9/3/26	Wed 9/9/26	117SS	4 hrs	\$1,066.46
148	Cyber IT/OT SOPs & Checklists	1 wk	Thu 9/10/26	Wed 9/16/26	147	6 hrs	\$1,470.98
149	Valencia Heights Water Company	10 days	Thu 9/3/26	Wed 9/16/26		10 hrs	\$2,537.43
150	ERP Review	1 wk	Thu 9/3/26	Wed 9/9/26	117SS	4 hrs	\$1,066.46
151	Cyber IT/OT SOPs & Checklists	1 wk	Thu 9/10/26	Wed 9/16/26	150	6 hrs	\$1,470.98
152	Not Required	10 days	Thu 9/3/26	Wed 9/16/26		20 hrs	\$5,074.87
153	Kinneloa Irrigation District	10 days	Thu 9/3/26	Wed 9/16/26		10 hrs	\$2,537.43
154	ERP Review	1 wk	Thu 9/3/26	Wed 9/9/26	117SS	4 hrs	\$1,066.46
155	Cyber IT/OT SOPs & Checklists	1 wk	Thu 9/10/26	Wed 9/16/26	154	6 hrs	\$1,470.98
156	San Gabriel Valley Municipal Water District	10 days	Thu 9/3/26	Wed 9/16/26		10 hrs	\$2,537.43
157	ERP Review	1 wk	Thu 9/3/26	Wed 9/9/26	117SS	4 hrs	\$1,066.46
158	Cyber IT/OT SOPs & Checklists	1 wk	Thu 9/10/26	Wed 9/16/26	157	6 hrs	\$1,470.98
159	Cyber Incident Response Plans (Up to Six)	319 days	Fri 6/27/25	Wed 9/23/26		72 hrs	\$16,477.76
160	Participating Agency 1: C-IRP	3 wks	Fri 6/27/25	Fri 7/18/25	100SS	16 hrs	\$3,606.72
161	Participating Agency 2: C-IRP	3 wks	Tue 3/31/26	Mon 4/20/26	110SS	16 hrs	\$3,750.99
162	Participating Agency 3: C-IRP	3 wks	Thu 9/3/26	Wed 9/23/26	117SS	10 hrs	\$2,280.01
163	Participating Agency 4: C-IRP	3 wks	Thu 9/3/26	Wed 9/23/26	117SS	10 hrs	\$2,280.01
164	Participating Agency 5: C-IRP	3 wks	Thu 9/3/26	Wed 9/23/26	117SS	10 hrs	\$2,280.01
165	Participating Agency 6: C-IRP	3 wks	Thu 9/3/26	Wed 9/23/26	117SS	10 hrs	\$2,280.01

West Yost detailed cost breakdown for PWAG and Participating Agencies

Task Title	<u>Agency size</u>		
	Large	Medium	Small
Task 1.2 - Conduct Risk Assessment	\$ 2,412.00	\$ 2,371.00	\$ 1,644.03
Task 2.1 - Collection and Writing of the Report of Findings (Cyber TM and	\$ 3,504.00	\$ 2,667.00	\$ 1,791.13
Task 2.3 - Update/Write ERP Cybersecurity	\$ 4,799.00	\$ 2,942.00	\$ 2,537.43
Total (by Utility Size)	\$ 10,715.00	\$ 7,980.00	\$ 5,972.59
Common Components			
Cyber Incident Response Plan	\$ 3,607.00	\$ 3,751.00	\$ 2,280.00
Project Management (including Template Development) to be divided and paid 4 by all involved	\$		71,239.00
if all 20 agencies participate			\$3,562
Lowest possible cost to District Total			\$11,814.59



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

American Water Infrastructure Act (AWIA of 2018) (2025) Compliance

Background and Intent:

La Habra Heights County Water District is seeking assistance executing a comprehensive all-hazards physical and cyber security risk and resiliency assessment of all Agency assets within the Jurisdictional Boundaries located in La Habra Heights County Water District's jurisdictional area in Los Angeles, CA. and its associated watershed properties. The intent is to update the Agency's identified risk and resilience strategies using both traditional and nontraditional solutions to ensure the continued safety and security of the water and wastewater system for all employees, ratepayers, and residents within the service area in compliance with §2013 of America's Water Infrastructure Act of 2018. The risk and resiliency assessment will use the ANSI/AWWA J100 standard or the US EPA VSAT to examine all Agency assets, develop a prioritized risk and resilience management program, and inform emergency response planning activities.

Scope of Work:

SEMC will utilize the ANSI/AWWA J100 and/or the US EPA VSAT standard to determine the all-hazards risk and resilience of all Physical and Cyber Agency assets located throughout the Boundaries and watershed and develop a prioritized program of risk and resilience measures with a cost-benefit analysis.

Detailed Scope of Work with a timeline for each part of the proposal that establishes an understanding of the nature and scope of the project by including a detailed discussion of the ANSI/AWWA J100 or the U.S.EPA VSAT standard demonstrating compliance with the appropriate Federal, State, and Local requirements. The timeframe to complete the Scope of Work is 6-12 months. The timeline depends on how quickly the staff can meet with SEMC and obtain the needed information for SEMC. TPWD is to establish a project management team to inform and advise SEMC on the information needed from LHHWCWD and to



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

help guide the process. TPWD will incorporate the agencies SCADA and IT department in the needed meetings at no cost to SEMC.

- a. Analyze the Agency's mission and determine the consequences that could affect it;
 - b. Detail physical and cyber [Business Information Technology (BIT) networks, Industrial Control Systems (ICS) networks, and Electronic Security System (ESS) networks] asset characterization;
 - c. Detail an all-hazards threat assessment;
 - d. Detail a threat analysis;
 - e. Detail a consequence analysis;
 - f. Detail a resilience analysis;
 - g. Evaluate security and operations policy against ANSI/AWWA G430 standard;
 - h. Develop risk reduction measures to include prevention and resiliency strategies for physical and cyber (BIT, ICS, and ESS networks) assets and an Agency-wide associated cost-benefit analysis;
 - i. Review and assess the current emergency response plan based on the assessment findings, perform a gap assessment, and recommend the best emergency response planning methodology based on the ANSI/AWWA G440 standard.
2. Conduct a physical security and system engineering risk and resiliency assessment:
3. Provide physical remediation and resilience strategies based on risk and resiliency assessment findings, including a cost-benefit analysis;
4. Conduct a cyber (BIT, ICS, and ESS networks) vulnerability assessment;
5. Provide cyber (BIT, ICS, and ESS networks) remediation and resilience strategies based on vulnerability assessment findings, including a cost-benefit analysis;



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

Deliverables

SEMC will provide the following deliverables:

1. Assess, select, and utilize encrypted software for data collection, analysis, and maintenance of the risk and resiliency assessment. At the completion of the project, provide J-100 and/or VSAT software and all related data.
 - Evaluate available software packages to support the application of the ANSI/AWWA J100 standard and/or VSAT to support the TPWD risk assessment. Provide recommendations to the contract manager.
 - Use and maintain recommended software for data collection to satisfy the ANSI/AWWA J100 standard or VSAT software. Catalog risk assessment findings and data, secure access for specifically identified critical management personnel only, vulnerabilities of such data and systems, chain of custody concerns for vulnerability assessment deliverables, software and TPWD network compatibility requirements, and maintenance/update requirements for the software and input data.
 - At the conclusion of the project, provide all copies and data for risk and resiliency assessment encrypted software employed in the development of the AWIA to TPWD. SEMC or its subcontractors shall not retain any copies of any purchased licenses, software, or data without written permission from TPWD.
2. Phase 1: Agency-wide risk and resiliency assessment compliant with ANSI/AWWA J100 or U S EPA VASAT standard, including a detailed cost-benefit analysis. The assessment must cover all types of risk including, but not limited to:
 - Malicious or other intentional acts for external physical risks;
 - Malicious or other intentional acts for internal physical risks;
 - Malicious or other intentional acts for external cyber security risks for all TPWD electronic BIT, ICS, and ESS networks;



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

- Malicious or other intentional acts for internal cyber security risks for TPWD BIT, ICS, and ESS networks; and
 - Natural hazards.
3. Phase 2: Remediation and resiliency strategies separated by physical and cyber (BIT, ICS, and ESS networks) assets based on findings in Phase 1. Will provide:
- Risk reduction and resilience implementation prioritization in two separate listings: 1) individual recommendations based on actual risk and priority and 2) recommendations to include cost-effective and/or maximum benefit groupings and priorities.
 - Implementation strategy to include site planning for all identified vulnerabilities and detailed mitigation recommendations.
4. Phase 3: Provide a gap assessment of current emergency response planning that incorporates the findings and recommendations of the updated risk and resiliency assessment and make revisions as necessary.
5. Phase 4: AWIA requirements include Resiliency assessment to the following:

- Natural Hazards and Malevolent acts all hazards

Resilience of water facility infrastructure includes pipes, physical barriers, water sources and collections, treatment, storage and distribution, and electronic computers and other automated systems.

- Monitoring Practices
- Financial Systems
- Chemical Storage and handling
- Operation and maintenance



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

- Continuity Planning, Replacing Management and staff in the event of sickness or death.

Utilities must coordinate the Risk and Resilience Assessment and Emergency Response Plan with local emergency planning committees. TPWD and SEMC will work together to obtain this key requirement and input from the State of California planning committee.

Budget/Fees

SEMC will complete the AWIA, and certification required for the AWIA for the budgeted amount not exceeding \$38,500.00. SEMC will invoice the LHHWCWD after the kick-off meeting for the sum of \$4,062.50. Invoices will be in \$4,062.50.00 increments for 8 months until the \$38,500.00 has been met. US EPA requires the certification of the Risk and Resiliency of the AWIA on or before June 30, 2025, for agencies below a population of 50,000. SEMC will send the Certification to US EPA on or before the June 30, 2025, deadline established by Congress in 2018. The current ERP should meet the requirements of the AWIA. If updates to the ERP are needed, the updates are included in this agreement, and SEMC will update the ERP at no extra charge to LHHWCWD. SEMC appreciates the opportunity to work with the LHHWCWD and looks forward to collaborating with TPWD management and staff on these complex documents. If you have any questions, please contact me at 909-658-5974.

Sincerely,

PO Box 7850 Surprise, Az 85374
gsturdivan@semcllc.com Cell: 909-658-5974



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

A handwritten signature in black ink that reads "Gary Sturdivan".

Gary Sturdivan
CEO/Owner

Approved:

_____ Date: _____

Mr. Joe Matthews, General Manager:



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

Mr. Joe Matthews
General Manag

June 6, 2024

Re: Request for Proposal to Hazard Mitigation Plan

Dear Mr. Matthews,

Statement of Understanding

The Code of Federal Regulations Title 44, Section 201.6 (44CFR201.6-.21) defines the requirements for local mitigation plans, and Sturdivan Emergency Management Consulting, LLC (SEMC) understands that the La Habra Heights County Water District Water District (District) needs to update their Local Hazard Mitigation Plan (LHMP) that meets the new Federal Emergency Management Agency (FEMA) requirements and regulations, that took effect June 19, 2023. We understand the importance of planning for adversity and that effective water/wastewater services must be maintained to the greatest extent, practical, during crisis situations.

Statement of Qualifications

Mr. Sturdivan has 25 years of experience working at a medium-sized water/wastewater utility in Southern California. He has vast knowledge in Emergency Management, Emergency Preparedness, Hazard Mitigation Planning, Vulnerability Assessment Planning, Federal Emergency Management Agency (FEMA) documentation, and FEMA reimbursement. He also has an extensive background in state-revolving funding and the FEMA and DHS funding programs.

Mr. Sturdivan has worked in the State of California Southern Operation Center on various occasions and in the State Operations Center on two occasions. Mr. Sturdivan was a member of the USGS planning team for Golden Guardian 2008 and is one of the signers of the document and California ShakeOut. Mr. Sturdivan was the Region 6 Chair of CalWARN and was the Vice-Chair of the CalWARN State Steering Committee for 6 years. Mr. Sturdivan was the Editor of the American Water Works Association G-440 Emergency Planning Standard adopted by the National Institute of Standards and Technology and was the first Editor of the AWWA M-19 rewrite committee, released in 2016. Mr. Sturdivan was a Beta Tester for the AWWA J-100 Risk Analysis

P.O. Box 7850 Surprise, AZ 85374 Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Sturdivan Emergency Management, SEMC, LLC

Training Grants Water Industry Solutions

and Management for Critical Asset Protection (RAMCAP), an Online training Module and Manual. The J-100 RAMCAP was later adopted by the USEPA and FEMA as risk analysis tools and management tools for critical asset protection in the water sector.

Project Approach and Methodology

An LHMP looks at vulnerabilities to natural hazards only and exposures to specific risks to the water, wastewater, and agency infrastructure and the agency's organization. The LHMP aims to evaluate how potential hazard damages from these vulnerabilities can be mitigated to reduce the adverse effects. SEMC has developed numerous plans using a consistent approach in accordance with state and federal guidelines. The specific methodology is also presented.

Project Approach

CalOES and FEMA, under strict FEMA guidelines (FEMA LHMP Crosswalk and Title 44 Code of Federal Regulations § 201.6 - 23), approve LHMPs. These guidelines require that plans be written in a public forum with public input. A team consisting of residents, water industry staff, and staff from other Water districts is also needed. The team would view the document and give input on the identified hazards, critical infrastructure at risk, and mitigation needs for each critical asset identified. District Website would serve as a "public comment period" for the document, allowing the public to voice comments, ideas, and corrections to the LHMP, which will be sent to SEMC a notice on customers' monthly bills advising the public about the LHMP. allowing the public to comment on the documents by emailing Mr. Sturdivan. Assure CalOES and FEMA that public comments, if any, are incorporated in the final document. The County of La Habra Heights County Water District.

The La Habra Heights County Water District, LA County of Emergency Management, will be asked for input into the new LHMP.

After incorporating public comments, SEMC will send the new LHMP to CalOES. CalOES will then send the LHMP to FEMA for approval. After FEMA approves the LHMP, the District Board of Directors will formally adopt it by resolution. SEMC will forward the Resolution to CalOES, FEMA, and La Habra Heights County Water District County OES.

Methodology

SEMC proposes to work with the District to set up the project team and then conduct the following tasks:

1. Kick-off Meeting, Tour, and Project Organization
2. Community involvement

P.O. Box 7850 Surprise, AZ 85374

Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

3. FEMA HAZUS disaster mapping
4. Kick-off meeting
5. Community Outreach
6. Critical Assessment of System Facilities
7. Potential Damage Assessments and Proposed Mitigation Costs
8. Prepare Draft LHMP
9. Public Comment, public and community input
10. Deliver Final Draft LHMP to CalOES. CalOES forwards LHMP to FEMA

SEMC will obtain final Board approval of the draft LHMP after CalOES and FEMA has approved the plan while working collaboratively with District staff and the project team. SEMC will compile information, conduct meetings, transact public questions and answers, lead public comment periods, and prepare the Draft LHMP suitable for submittal to CalOES.

Task 1 – Kick-off Meeting, Tour, and Project Organization

The District will establish the project team. SEMC, District staff, management. SEMC will be given a guided tour of the District's water/wastewater system infrastructure and then participate in a project kick-off meeting with the project team. District Staff will put pertinent documents and/or PowerPoint slides on the District's website. Announcements will be placed on the District's website and on customer bills before asking for public input. Questions from the public should be routed to SEMC, and SEMC can provide answers to the comments. If comments that are not related to the LHMP are received, they will be directed to District staff.

Task 2 –FEMA Crosswalk Evaluation

SEMC will analyze the infrastructure as the basis for the LHMP. The draft LHMP will be prepared in accordance with 44CFR201.6, and SEMC will conduct a meeting with the project team to verify compliance and identify the proper vulnerabilities using the FEMA Crosswalk procedure. All information will be posted on the District Website for public viewing and comment.

Task 3 - Critical Assessment of System Facilities

SEMC will finalize the critical assessment of the District's water facilities and present the critical items along with proposed mitigation measures that should be taken for each, with the help of the project team. These items will be presented to the project team for review and input. The final list will be presented in a progress meeting at the beginning of Team Meetings on Zoom. District staff will post appropriate items on the District web page and ask for public comments. Public questions may be sent to SEMC, and we can provide answers to the District for their official response.

P.O. Box 7850 Surprise, AZ 85374

Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

Task 4 - Potential Damage Assessments and Proposed Mitigation Costs

Facility replacement costs from damage assessments, and corresponding mitigation costs will be developed for review with the project team. SEMC will facilitate a project team review to develop a consensus on these cost estimates and ask District staff to supply facility insurance information. SEMC will present the results for public comment. Appropriate documents may be placed on the District website, asking for comments and questions. Public questions may be sent to SEMC, and we can provide answers to the District for their official response.

Task 5 – Prepare Draft LHMP

The Draft LHMP will be delivered to the project team for review and comment. The comments will be addressed in a team meeting. District staff will then place the Draft LHMP on the District's website. Questions may be sent to SEMC, and SEMC will answer them.

Task 6 – Public Comment

Public comments will be made by email. When appropriate, SEMC will incorporate all public comments into the LHMP. The comments will be recorded, and responses will be provided to the extent practical by SEMC.

Task 7 – Final Draft LHMP

SEMC will prepare the Final Draft LHMP. The Water Board will need to adopt this document prior to submittal to CalOES or FEMA, with some concessions that may be required by CalOES or FEMA. SEMC covers any changes required by CalOES or FEMA in this quote.

Deliverables

The following items will be delivered to the District:

1. Project meeting handouts in electronic formats.
2. Contact with other agencies and the public at-risk population will be conducted in conjunction with District staff.
3. Written responses to questions via e-mail or technical memos in electronic formats.
4. Results of identified hazards and proposed mitigation measures in electronic formats.
5. Results of budget evaluations in electronic formats.

P.O. Box 7850 Surprise, AZ 85374 Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

6. Draft LHMP and public comment
7. Final Draft LHMP.

Each task will take approximately one month to complete. This may vary if review comment periods or review meetings are postponed. The overall timeline is anticipated to be six (6) months. This does not include the time for CalOES and FEMA to approve the plan.

Please be advised: CalOES approval could take 95 days after submission to request revisions to the LHMP. FEMA takes 45 days after the LHMP is received to request revisions before final approval to obtain final approval of the document. Once the final approval is received, the LHHCW Board of Directors will adopt the LHMP by resolution at the end of FEMA approval.

Budget/Fees

SEMC will complete the new LHMP for the budgeted amount of \$ 32,500.00. After the kick-off meeting, SEMC will invoice the District. SEMC will divide each invoice into equal parts of \$4,642.58 for seven months. If the projects move forward at a faster pace, the District may receive two invoices in one month.

SEMC will be the main contact for CalOES and FEMA until CalOES and FEMA have approved the LHMP. SEMC will make changes to the document that will be required by CalOES and FEMA. SEMC will make any revisions to the document until final approval is made by FEMA.

SEMC appreciates the opportunity to work with the District and looks forward to working with LHHCW staff while developing and completing the LHMP. The District will email CalOES and FEMA, stating that SEMC can speak with and make changes to the LHMP at their request. If you have any questions, please contact Gary Sturdivan at 909-658-5974.

P.O. Box 7850 Surprise, AZ 85374

Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Sturdivan Emergency Management, SEMC, LLC
Training Grants Water Industry Solutions

Sincerely,

Gary Sturdivan
January 23, 2024
CEO/Owner
Sturdivan Emergency Management Consulting, LLC
A California, LLC 82-3134184

Approved By LHHCWD

Approved by _____

Printed Name: _____

Date: _____

P.O. Box 7850 Surprise, AZ 85374

Cell: 909-658-5974

gsturdivan@SEMCLLC.com



Red Teaming for La Habra Heights County Water District

October 03, 2024

Prepared by:
West Advanced Technologies, Inc.
1610 R St, Suite 300
Sacramento, CA 95811
www.wati.com

SoCal: 1230 Rosecrans Avenue, Suite
300
Manhattan Beach, CA 90266

East Coast: 161 Fort Evans Rd NE
Suite 235, Leesburg, VA 20176

Primary Contact Person:

Lavanya S
Business Development Manager
(P): (916) 272-1395
(E): lavanya.s@wati.com

Prepared for:
La Habra Heights County Water District
1271 Hacienda Rd, La Habra Heights, CA
90631, United States
www.lhhcwd.com

Attn:

Mr. Joe Matthews
General Manager
(E): joe@lhhcwd.com

Copyright Notice

© Copyright WATI 2024. All Rights Reserved! This document is exclusively for the individual or entity to whom it is directed, and may include information that is privileged, confidential, or excluded from disclosure under applicable law. If you are not the intended receiver of this document, you are thus advised that any dissemination, distribution, or copying of this document is strictly prohibited. If you find this document in error, please call us immediately and return the original to us at the address shown below. If you have received an electronic copy of the document, please delete it as soon as you have read this disclaimer.

Table of Contents

Cover Letter	3
1. Executive Summary	4
2. Objectives of Red Teaming	5
3. Scope of Work	5
4. Red Teaming Methodology	8
5. Engagement Plan	9
6. Price and Commercial Terms	11

Authorized Contacts

Abhishek Sharma
Cyber Practice Head
Abhishek.s@wati.com

Lavanya S
Biz Dev Manager
Lavanya.s@wati.com

Srini Veerasasu
President
srinivas@wati.com

WATI's Red Teaming Proposal for La Habra Heights County Water District.

WWW.WATI.COM

Cover Letter

Date: October 03, 2024

To,
La Habra Heights County Water District
1271 Hacienda Rd, La Habra Heights,
CA 90631, United States

Attn: Joe Matthews -General Manager

Subject: Red Teaming Proposal for La Habra Heights County Water District,

Dear Joe,

From West Advanced Technologies, Inc. (WATI), we are pleased to present this Statement of Work (SOW) for Red Teaming as a part of Cybersecurity Posture Assessment for your organization. The SOW details in-scope, out of scope, assumptions & prerequisites, tools & technologies, methodology, team, duration, deliverables, completion criteria and host of related information. Besides red team assessment, we provide many related cybersecurity services like security audit & compliance, SOC operations, breach forensics, and training.

We are grateful for the opportunity to present this proposal. Please contact us for any clarifications, we assure you of our prompt attention. We are very confident of successful outcome for you from this engagement.

We look forward to being your long-term cybersecurity partner.

Sincerely,



Srinivas Veeramasu, President
+1 (703) 485-5715
srinivas@wati.com

1. Executive Summary

West Advanced Technologies, Inc. (WATI), a California-based trusted cybersecurity specialist, is presenting a proposal for a comprehensive red team assessment for La Habra Heights County Water District Red Teaming is the practice of rigorously challenging plans, policies, systems and assumptions by multi-layered attack simulation designed to measure how well people and networks, applications and security controls can withstand an attack from a real-life adversary. The business case for the red team assessment and the security threat vectors for organizations like La Habra Heights County Water District are very familiar to our team, with many similar engagements to other clients.

The Challenge

Strong and impenetrable security posture is vital for protecting organization's data from both internal and external risks. La Habra Heights County Water District would also like to follow industry standards for security compliance and would like to evaluate its baseline security posture as against the desired benchmarks. Being in the Water utility company delivering water with the quality standards as per federal and state regulatory agencies, La Habra Heights County Water District is exposed to unique security risks that makes it compelling to have a qualified security consulting firm to perform red team assessment. Security being the forefront of most business relationships, this exercise will help bolster customers' trust and loyalty.

Red Teaming

is the practice of testing the security of your systems by trying to hack them. A Red Team can be an externally contracted group of ethical hackers or a team within or outside your organization, but in all cases, their role is the same: to emulate a genuinely malicious actor and try to break into your systems.

Red Teaming is based on a key insight: that you can't really know how secure your systems are until they are attacked. Instead of running the risks that come with a genuinely malicious attack, it is safer to simulate one via a "red team". Red Team is looking at the totality of the system for gaps, and where things can go wrong, instead of just the fidelity of each system on its own. Red Teaming includes evasion and persistence, privilege escalation, and exfiltration. Just to clarify relative scale, Red teaming exercises would cover the entire cyber kill chain, whereas penetration testing is just the first part of the cyber kill chain.

Our Solution

We bring time-tested methodology that examines your organization's resilience towards the latest hacks around the world in real time adversarial scenario. Our approach covers the entire IT security landscape of an organization, understand its IT security posture and initiate attacks from all vectors possibly known to us. The vulnerabilities and gaps are recorded and are evaluated most comprehensively for the "As is" status and carry out security assessment to assist La Habra Heights County Water District to address them. Finally, we bring out the entire "To Be" state of the business enterprise in the report, to help highlight required changes in the applications, device configuration, IT policies, and procedures.

The main features of our solution are Identifying critical assets, assessment of current IT security posture, vulnerability and finally presenting a report with our findings, remediation, and recommendations for technology and controls implementation. The engagement will be carried out entirely from our own cyber centre of excellence. The engagement will be governed through a comprehensive project management plan, headed by our Cyber Practice Head and staffed with certified experts carrying international accreditations like GIAC, CISSP, OCP, CCNA, CCNE, CSQA, OSCP, and CEH.

About WATI

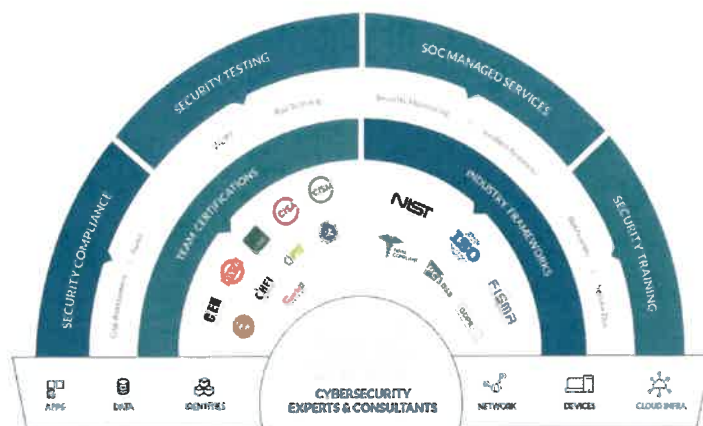
West Advanced Technologies, Inc. (WATI), founded in 1998 and headquartered in California, is a specialized technology solutions provider for government agencies, commercial organizations and technology companies. Cybersecurity is a focus area at WATI, trusted by hundreds of satisfied clients.

WWW.WATI.COM

WATI's Red Teaming Proposal for La Habra Heights County Water District.

Our Differentiators

1. Being a trusted partner for hundreds of government agencies and technology companies in North America, we bring vast knowledge, dependable team, and results-orientation
2. Our pool of specialists, comprising of –
 - a. Experienced practitioners with in-depth knowledge of IT systems architecture
 - b. Inhouse research team for continually scanning and collecting details on new attack vectors, new tactics & techniques, and zero-day exploit monitoring
3. We use state-of-the-art tools, comprising of
 - a. Commercial and opensource tools
 - b. WATI inhouse tools
4. Our proposal is fixed-price engagement model.
5. We will bill at the end of successful completion of the engagement. This totally removes all uncertainties, and ensures successful outcomes for our clients.



In Closing

The business case for the red team assessment and the challenges in LHHCW industry is very familiar to our team, with many similar engagements to other clients. We cherish being cybersecurity partner for La Habra Heights County Water District, and we look forward to building on that foundation of trust and mutual respect. We are confident this engagement will result in successful outcome for La Habra Heights County Water District and help internalize security for your organization.

We hope to have effectively conveyed our value proposition in this proposal and hoping to be chosen as your Red Teaming Assessment partner.

2. Objectives of Red Teaming

Our Red Team Exercise will enable the safe execution of advanced/malicious testing against security controls in a limited controlled environment for the testing of digital assets and security controls against destructive behaviours such as malwares and ransomwares. Red Teaming Comprehensive Testing (RTCT) exercises aren't scheduled or limited in scope for stealth and authenticity and employ various attack methods and tactics. The following is a proposed high-level objectives for the Red Teaming (Note: This can be customized as per La Habra Heights County Water District's requirements during the contract stage).

A. External Red Teaming Objectives

- i. Attempting reachability to Active Directory Domain Server, searching for any misconfigurations at perimeter level, performing a non-intrusive enumeration and compromise of the Active Directory.
- ii. Discovering the cloud platform (AWS, Azure, GCP,...) and attempt to identify and exploit vulnerabilities in applications hosted in the cloud environment and to find a route towards the cloud network.
- iii. Highlight loop holes in Security Controls and validate the effectiveness of detection, response, recovery and mitigation capabilities implemented by SOC and IT operations.
- iv. Attempting to breach security of VPN connection.

3. Scope of Work

The precise scope will be finalized during contracting phase, in consultation with La Habra Heights County Water District team. Typically, scope includes some or all of the activities listed below.

Domain : <http://www.lhhcwg.com/>

Red Teaming Services

1. Active Exploit the Exposed Internet Infrastructure
 - Domains, Sub-Domains, and IP Addresses are all examples of publicly exposed IT infrastructure.
 - Pre-production systems that have been exposed should be identified.
 - Keep an eye on your reputation. Detect harmful infrastructure quickly
2. Active Exploit the Exposed Web Applications
 - Identify all exposed online applications and websites and compile an inventory of them.
 - Aids in the identification of resources that should not be made publicly available, as well as the retrieval of ownership information
3. Evaluate data security practices and systems used for water quality monitoring.
4. Identify risks related to data integrity and unauthorized access.
5. Identify vulnerabilities and potential attack vectors.
6. Identify any gaps and recommend corrective actions
7. Test for potential data breaches and the integrity of the data collected.
8. Credential Stuffing Attacks from Breached Credentials (E-mails and Passwords):
 - Identify credentials that have been leaked and are available on the internet, including the dark web
9. Monitoring of Exposed Documents and Files
 - Identify publicly accessible files and papers, then examine and detect any that are sensitive.
 - Includes logs, keys in public commits (GitHub, etc.) and monitoring across the surface web.
10. Exploit the Exposed Services
 - Identify exposed services such as APIs, FTP Servers, and Open Ports, among others to active exploit in the red team exercise
11. Monitoring of Exposed Personal Information
 - Identify personnel data, such as email addresses and phone numbers, that is publicly available on the internet.
12. Monitoring of Exposed/Leaked Data
 - Find Database Servers and Cloud Buckets that have been exposed (due to misconfigurations etc.)
 - Detect leaked codes and keys in public commits (like GitHub) on the web's surface.
 - Identify credentials that have been leaked and are available on the internet, including the dark web.
 - Identify leaked data publicly available on the internet, paste sites, dark-net forums, and other places.
 - Evaluate publicly accessible documents for sensitive information
13. Managed Red Teaming
 - Multi-stage Attack chaining
 - Objective Based Red Teaming Attacks
 - Horizontal and Vertical Privilege escalation Testing
 - API Security Testing
 - Report readout and Remediation Consulting
14. Active Director Domain Enumeration
 - Discovery
 - Credential Dumping
 - AD Default Local Account Exploit
 - Kerberos Authentication process bypass

WATI's Red Teaming Proposal for La Habra Heights County Water District.

WWW.WATI.COM

- Skeleton key attacks with mimikatz
- Remote Hash Extraction On Demand Via Host
- Zerologon, PrintNightmare Exploits
- Privilege Escalation
- Lateral Movement
- Forging Kerberos Tickets
- Golden Ticket Attacks
- DSRM Credentials abuse
- Security Descriptor Modification
- Weaponizing Printer Bug
- Defense Evasion
- Persistence
- Admin SDholder attack
- Abuse MSSQL Servers
- Cross Forest Attacks
- Abusing Exchange
- Exploiting SharePoint

15. Automated Red Teaming with WATI's CART tool

Out-of-scope:

- Fixing of the identified vulnerabilities, beyond providing guidelines and recommendations
- Physical Red Teaming attacks on office premises

Note: Any deemed change in scope or inclusion of out-of-scope items will be treated through Change Request process.

Assumptions:

- Validation of IP addresses by the La Habra Heights County Water District, before the commencement of Red Teaming
- La Habra Heights County Water District will have secured the needed approvals from all the concerned, before the commencement of Red Teaming
- La Habra Heights County Water District will facilitate whitelisting WATI's IP's for the duration of the engagement, if 'targeted Red Teaming' is required
- Entire work will be performed remotely from WATI's Cyber Centre of Excellence.

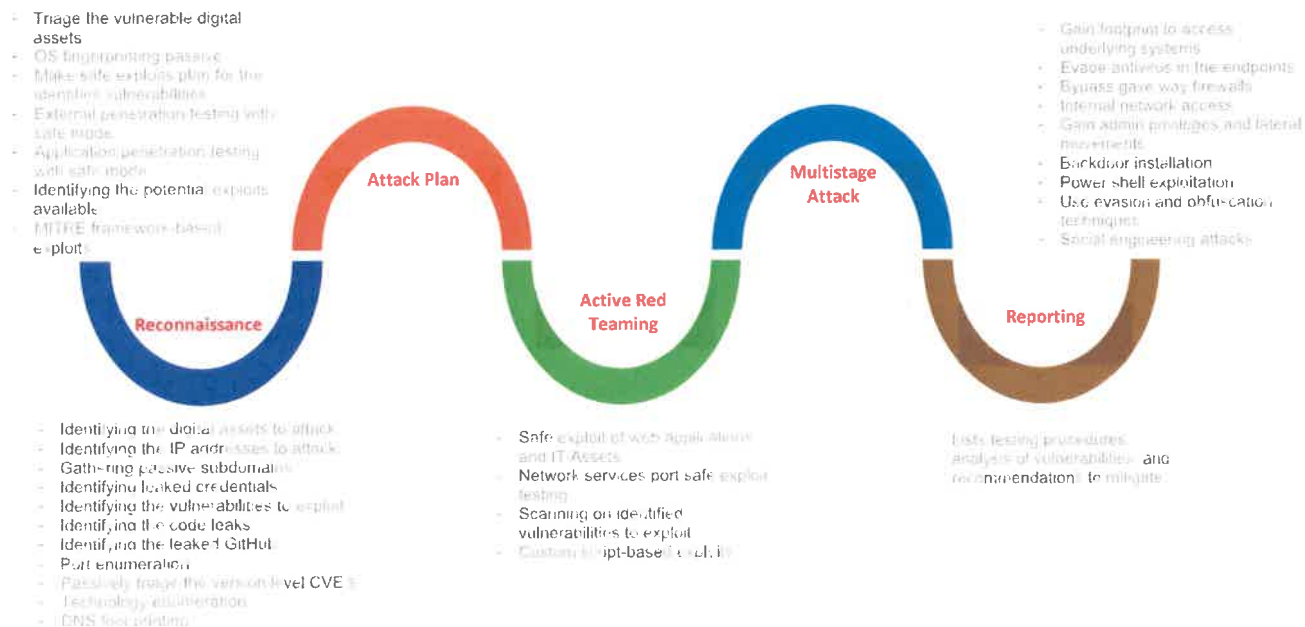
4. Red Teaming Methodology

Red Team Comprehensive Testing (RTCT) methodology includes identifying the risk and susceptibility of attack against key business information assets and simulating the techniques, tactics, and procedures (TTP) of genuine threat actors in a risk-managed and controlled manner.

Red Teaming further includes assessment of organization's ability to detect, respond and prevent sophisticated and targeted threats, through close engagement with internal incident response and blue teams to provide meaningful mitigation and comprehensive post-assessment debrief workshop.



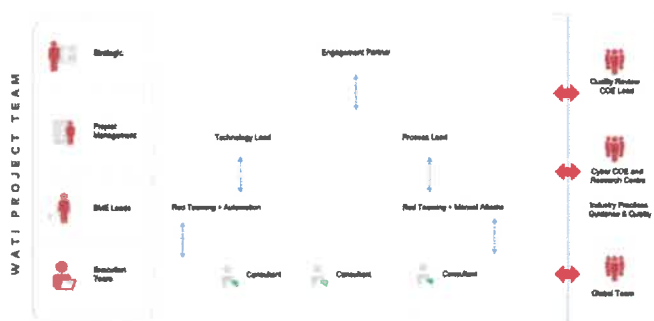
WATI's Red Teaming Methodology



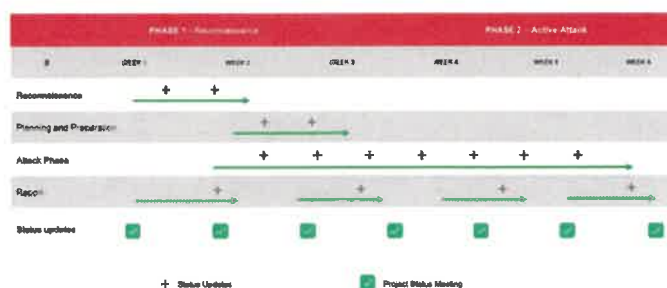
WATI's security experts are renowned in their specializations. Many of our experts rank globally in bounty programs, and frequently contribute to industry governing bodies. We also have a well-endowed research lab that continually track and update on the latest vulnerabilities and exploits.

5. Engagement Plan

Team and Engagement Structure



Engagement Timeline and Project Governance



Place of Execution:

WATI's team will execute the engagement remotely from WATI's cyber centre of excellence.

Project Duration:

The anticipated timeframe for the engagement is **3 -4 weeks**. WATI and La Habra Heights County Water District team shall deploy adequate resources to complete the engagement as per the project plan.

Deliverables:

On completion of Red Teaming Assessment, WATI will deliver a comprehensive report containing details on all the identified security gaps and vulnerabilities and helpful recommendations, where applicable. Remediation of the vulnerabilities is La Habra Heights County Water District's responsibility. The report will consist of –

- Executive Summary
- Technical Vulnerability Report
 - Tools used and methodology employed
 - Positive security aspects identified
 - List of weaknesses identified
 - Description of weaknesses
 - Risk rating or severity
 - Test cases used in exercises
 - Illustration of the test cases
 - Potential Impact & Severity Level
 - Corrective Actions (Recommendations)

Team:

For this engagement, WATI will deploy team as below, each with varying degree of loading:

Roles	No of Resources
Project Manager	1
Ethical Hackers	2
Red Teamers	2

WATI will include experienced and certified professionals in the engagement, who will diligently carry out in strict process discipline of WATI's well documented methodologies. Each of WATI's cybersecurity consultants are certified in one or more of the below:

- Certified Ethical Hacker – CEH
- Licensed Pen Tester – LPT
- Offensive Security Certified Professional - OSCP
- Certified Penetration Testing Engineer – CPTE
- Certified Red Team Professional - CRTP
- Certified Information Systems Security Professional – CISSP
- GIAC Web Application Penetration Tester – GWAP
- GIAC Certified Intrusion Analyst - GCIA
- Computer Hacking Forensic Investigator – CHFI
- Certified Wireless Network Administrator – CWNA
- CompTIA Security+

Project Status Reporting:

Details	Frequency	Medium
Status Reporting	Daily	Email
Customer Reporting / Review meetings	On need basis	Email & Video calls

Project Completion Criteria:

Submission of Red Teaming Assessment Report shall constitute completion of WATI's responsibilities under this engagement.

6. Price and Commercial Terms

Description	Price
Red Teaming Assessment (for one cycle)	US\$ 25,000
Total	US\$ 25,000

Payment Terms:

1. WATI will start the engagement on receipt of signed SOW.
2. 100% of the payment is due upon completion of the engagement
3. Quoted prices do not include taxes. Withholding taxes, if any, are extra
4. Payment to be made in US Dollars, by wire.

Remittance address for payments:

West Advanced Technologies, Inc.
161 Fort Evans Road NE, Suite 235, Leesburg, Virginia 20176, United States

ACH or Wire Transfers:

West Advanced Technologies, Inc.
Account # 4350 4861 9387 (Bank of America)
Routing # 051000017
Swift Code BOFAUS3N

Approvals

La Habra Heights County Water District.

Signature:

Name:

Title:

Date:

West Advanced Technologies Inc.

Signature:

Name:

Title:

Date:

NON-DISCLOSURE AGREEMENT
BETWEEN LA HABRA HEIGHTS COUNTY WATER DISTRICT AND
CYBER SECURITY OPERATIONS CONSULTING

This non-disclosure agreement ("Agreement") is entered into this _____ day of _____, 2024, between La Habra Heights County Water District ("LHHCWD"), a public County Water District created pursuant to California Water Code Section 30000, et seq., and Cyber Security Operations Consulting ("CyberSecOp"), a Connecticut LLC. LHHCWD and CyberSecOp are hereinafter collectively referred to as "Parties."

RECITALS

1. LHHCWD possesses confidential information that is nonpublic, confidential, and proprietary, which LHHCWD is willing to disclose to CyberSecOp on the terms and conditions set forth below; and
2. CyberSecOp, for valuable consideration the sufficiency of which is hereby acknowledged, agrees to the following terms and conditions in accepting the Confidential Information, and to use the Confidential Information solely for the purpose of providing cyber security services for LHHCWD ("Permitted Purpose").

AGREEMENT

1. "Confidential Information" means any and all nonpublic information relating to the current and future operations and services of LHHCWD, including but not limited to planning, specifications, concepts, technical information, techniques, drawings, sketches, models, know-how, data, databases, electronic information, emails, processes, designs, photographs, apparatus, equipment, specifications, software programs, source code, software documentation, manuals, and formulae. The Parties further agree that Confidential Information shall also include information received by CyberSecOp prior to the execution of this Agreement and that would otherwise qualify as Confidential Information as provided herein. Confidential Information does not include information that:
 - a. Is lawfully within the public domain other than through disclosure or default by CyberSecOp;
 - b. Was lawfully obtained from a third party who was legally in possession of the information, and who is authorized in writing by LHHCWD to disclose it;
 - c. Was independently developed by CyberSecOp without the use of the Confidential Information, or any derivative works, and without the use of knowledge learned from accessing the Confidential Information; or

d. Is subject to the requirements of the California Public Records Act ("CPRA") or otherwise required to be disclosed by order of a court, administrative agency or other governmental body with competent jurisdiction provided that CyberSecOp notifies LHHCWd within three (3) business days of receipt of such an order so that LHHCWd may, in its sole discretion, seek a protective order from a court of competent jurisdiction preventing or restricting disclosure. CyberSecOp will not oppose any action instituted by LHHCWd but will instead cooperate with LHHCWd to obtain an appropriate protective order.

e. Was ordered to be publicly released by court order or by the lawful order of a governmental agency.

2. Due to LHHCWd being a public water district serving potable water to its customers, CyberSecOp undertakes to take the following actions as long as LHHCWd or its successor in interest is operating as a public water district:

a. To protect the secrecy of all Confidential Information that it may acquire in any manner by, at a minimum, implementing reasonable, industry-standard controls to maintain its confidentiality and to prevent unauthorized disclosures;

b. To prevent the Confidential Information from falling into the public domain or into the possession of unauthorized individuals or entities.

c. To use the Confidential Information exclusively for the Permitted Purpose, unless CyberSecOp first obtains the written consent of LHHCWd;

d. Not to disclose such Confidential Information whether verbally or in writing, except to authorized representatives of CyberSecOp who need to have access to the Confidential Information in order to effectuate the Permitted Purpose;

e. To inform any third party to whom CyberSecOp discloses Confidential Information that it is confidential, and obtain their written agreement to keep it confidential on the same terms as this Agreement;

f. To return Confidential Information immediately upon LHHCWd's request or when no longer required for the purposes of this Agreement, or to destroy all copies of the Confidential Information maintained in hard copy, electronic media, or in any other form whatsoever, as requested by LHHCWd; and

g. To notify LHHCWd immediately upon learning of any unauthorized disclosure by someone or some entity to which CyberSecOp has disclosed the Confidential Information, and to cooperate with LHHCWd in enforcing LHHCWd's legal right to protect the Confidential Information.

3. CyberSecOp agrees to indemnify, defend and save harmless the LHHCWd, its officers, directors, agents, and employees from any and all third-party claims, costs (including without limitation reasonable attorneys' fees), and losses arising in any way as a result of a violation of this Agreement or acts or omissions of CyberSecOp or any of CyberSecOp's affiliates, agents, subcontractors, employees, or representatives.

4. The Parties hereto agree that if any provision of this Agreement is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. This Agreement shall not be assignable by CyberSecOp in whole or in part without the written consent of LHCWD. In the event LHCWD approves an assignment in writing, CyberSecOp remains jointly and severally liable for the obligations set forth in this Agreement.
6. Any action or inaction by LHCWD or the failure of LHCWD on any occasion, to enforce any right or provision of this Feedback Agreement shall not be construed to be a waiver by LHCWD of its rights hereunder and shall not prevent LHCWD from enforcing such provision or right on any future occasion. The rights and remedies of LHCWD hereunder are cumulative and are in addition to any other rights or remedies that LHCWD may have in law or equity.
7. This Agreement shall govern all communications between the Parties. CyberSecOp understands that its obligations under Paragraph 2 shall survive the termination of any relationship between CyberSecOp and LHCWD. Upon termination of any relationship between the Parties, CyberSecOp will promptly deliver to LHCWD all documents and other materials furnished to CyberSecOp by LHCWD and will certify in writing that any remaining Confidential Information of LHCWD or derivative works thereof have been destroyed and removed from the possession of CyberSecOp.
8. No license, either express or implied, is granted hereby to CyberSecOp, with respect to the Confidential Information other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. CyberSecOp agrees that Confidential Information is and will remain the sole property of LHCWD.
9. CyberSecOp will not apply for or obtain any intellectual property protection in any of the Confidential Information or related derivative works. All intellectual property rights relating to any materials of any kind developed by CyberSecOp using the Confidential Information, and all rights in any derivative works, belong exclusively to LHCWD.
10. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.
11. This Agreement may only be modified by the Parties in a writing signed by both Parties.
12. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California, and venue for any action to enforce the terms of this Agreement will be in Los Angeles County, California.
13. CyberSecOp acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, in addition to any other rights

and remedies it may have, LHHWCWD shall be entitled to obtain declaratory relief from a court of competent jurisdiction preventing or restricting the disclosure or use of the Confidential Information, or any other breach of this Agreement.

14. If a dispute arises regarding this Agreement, the prevailing party shall be entitled to the recovery of reasonable attorney fees from the other party.

CyberSecOp

Signature

Date

LHHWCWD

Signature

Date

**DISCUSS AND APPROVE
CONSULTANT AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN LA HABRA HEIGHTS
COUNTY WATER DISTRICT AND
MICHAEL GUALTIERI**

LA HABRA HEIGHTS COUNTY WATER DISTRICT

MEMORANDUM AGENDA ITEM 8D

DATE: OCTOBER 16, 2024
TO: BOARD OF DIRECTORS
FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER
SUBJECT: CONSULTANT AGREEMENT WITH MICHAEL GUALTIERI

Beginning November 1, 2024, Mike Gualtieri is eligible to sign a consultation agreement for professional services. I have attached a draft copy of the agreement for your review and input.

**CONSULTANT AGREEMENT BETWEEN
LA HABRA HEIGHTS COUNTY WATER DISTRICT
AND
MICHAEL GUALTIERI**

This consultant agreement (“Agreement”) is entered into this _____ day of _____, 2024 (“Effective Date”), by and between La Habra Heights County Water District (“LHHCWD”), a California County Water District created pursuant to Water Code Section 30000, et seq., and Michael Gualtieri (“Consultant”), an individual. LHHCWD and Consultant are hereinafter collectively referred to as “Parties.”

RECITALS

WHEREAS Consultant, as a former employee of over 40 years with LHHCWD, including as a General Manager, has a unique experience and understanding of the operational, administrative, and financial aspects of LHHCWD;

WHEREAS Consultant is also a former director of the Metropolitan Water District and Central Basin Municipal Water District and has decades of experience in the workings of the California public water industry; and

WHEREAS LHHCWD finds that Consultant’s unique experience and knowledge renders him an invaluable resource in assisting LHHCWD in its continued efforts to provide excellent services to its customers.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform work for LHHCWD as agreed upon on a case-by-case basis. All services performed by Consultant shall be agreed to by LHHCWD’s Board of Directors or General Manager and Consultant, subject to the rules and limitations set forth in LHHCWD’s procurement policy. All such services shall be performed by Consultant as an independent contractor and not as an employee of LHHCWD. Consultant shall at all times determine how, when, and where to perform all services contemplated under this Agreement and has the option to accept or decline specific tasks or projects proposed by LHHCWD.

2. GENERAL CONDITIONS

This Agreement contains the entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both LHCWD and Consultant. LHCWD and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement.

3. TERM OF AGREEMENT

The term of this Agreement shall be from the Effective Date until terminated as provided herein.

4. COMPENSATION

Consultant shall be compensated for services performed under this Agreement at an hourly rate of \$ _____. In addition, Consultant shall be reimbursed for reasonable and preapproved expenses necessary to complete Consultant's services under this Agreement.

5. INVOICING AND PAYMENT

Consultant shall invoice LHCWD for services performed and LHCWD shall pay Consultant within thirty (30) days of receipt of invoice.

6. OWNERSHIP OF PRODUCT

Consultant agrees that all data and information generated in the performance of this Agreement and data and information which are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of LHCWD. Consultant shall deliver all data and information to LHCWD upon request and in any event upon the completion of all services hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said documents shall be delivered to LHCWD without additional cost to LHCWD.

7. STANDARDS AND LIABILITY

The services provided by Consultant under this Agreement, including findings, recommendations, and professional advice, shall be based on practices and procedures customary in Consultant's profession. Consultant asserts that it will employ the current standard of care in performing its services.

8. SUBCONTRACTING

Performance of this Agreement by Consultant may not be subcontracted in whole or in part without the prior written consent of LHCWD.

9. SUCCESSORS AND ASSIGNS

This Agreement is to be binding on the heirs, successors, and assignees of the Parties hereto, but is not to be assigned by either party without first obtaining the written consent of the other party hereto.

10. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days written notice.

11. INDEPENDENCE OF DISTRICT

Consultant shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor and shall be responsible for the means and methods used in performing services under this Agreement.

12. INDEMNIFICATION AND HOLD HARMLESS

Consultant agrees to indemnify and hold harmless LHHCWD, its officers, directors, agents, and employees from claims attributed to Consultant's negligent acts, errors, or omissions.

13. INTERPRETATION

Each party affirms that it has had ample opportunity to seek legal counsel to review this Agreement and therefore agrees that this Agreement shall be interpreted as having been drafted by both Parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the day and year first above written.

La Habra Heights County Water District ("LHHCWD")

Joe Matthews, General Manager

Date

Michael Gualtieri ("Consultant")

Michael Gualtieri

Date