

**LA HABRA HEIGHTS COUNTY  
WATER DISTRICT**

**BOARD MEETING**

**JULY 22, 2025**

**AGENDA FOR REGULAR MEETING  
BOARD OF DIRECTORS  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
July 22, 2025 @ 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 June 24, 2025 (approve)
  - b. Financial Reports – June 2025 (approve)
  - c. Status of Investments – June 2025
- 6. Approval of warrants and authorize signatures per warrant list**
- 7. Report from Superintendent**
- 8. Report and recommendations of General Manager:**
  - a. Discuss and Adopt – Resolution 25-06, Fiscal Year 2025 / 2026 Annual Budget
  - b. Discuss and Adopt – Resolution 25-08, Fiscal Year 2025/2026 Salary and Benefits
  - c. Discuss and Approve – El Cajonita Drive service line replacements
  - d. Discuss and Approve – GIS platform agreement for District maps and maintenance management

- e. Discuss and Adopt: Water Replenishment District PFAS Remediation Program Participation Agreement

**9. Closed Session**

**a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION:**

Discussions with legal counsel re. potential initiation of litigation pursuant to § 54956.9(c): One case.

**10. Adjournment**

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

# MINUTES

MINUTES OF THE REGULAR BOARD MEETING  
OF THE BOARD OF DIRECTORS  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
June 24, 2025

A regular meeting of the Board of Directors of La Habra Heights County Water District was held on June 24, 2025, at 4:02 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, and McVicar

ABSENT: Director Perumean

Item 2. Staff members and others present. Staff: Joe Matthews, Secretary/General and Ivan Ramirez, Superintendent. Others present: Michael Silander, District Counsel.

Item 3. Public Communications – None

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

Director McVicar discussed Investment committee meeting.

Director Baroldi discussed ACWA JPIA spring conference meeting.

Item 5. a. & b. Minutes of Regular Board meeting for May 19, 2025, and Financial Reports May 2025. After discussion there was a motion by Director McVicar and seconded by Director Baroldi to approve minutes and financials. 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 warrant numbers 47822 through 47903 in the amount of \$504,657.03 and EFT transfers in the amount of \$13,505.33 be approved and signatures be authorized. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 7. Report of Superintendent. The Superintendent discussed that one service leak and two main leaks were repaired. Valverde Construction upgraded a customer line at 1700 Kanola Road to a two-inch water service. During the same shutdown a one-inch water service at 1713 Kanola Road was replaced. Completed annual weed abatement requirements for fire safety. Superintendent is in the process of obtaining quotes to cut down plants/bushes up to our property line with the Habitat Authority. The Fire Marshall stated this is beneficial to protect our reservoir in the event of a fire.

Item 8.a. Discuss and Adopt– Resolution 25-06, Fiscal Year 2025/2026 Annual Budget. After discussion, this item was continued until the next scheduled board meeting.

Item 8.b. Discuss and Adopt – Resolution 25-07, Support of Filing Application with Cal OES Federal Non-Disaster Grant Program. After discussion, there was a motion by Director McVicar and seconded by Director Crabb to Resolution 25-07. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.c. Discuss and Approve – District's safety work boot reimbursement policy. After discussion, there was a motion by Director McVicar and seconded by Director Crabb to approve safety work boot reimbursement policy. The vote was as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.d. Report on fire hydrant maintenance as mandatory work activity. The General Manager updated the board on fire hydrant maintenance.

Item 8.e. Monthly report on PFAS. The General Manager updated the board on PFAS matters.

Closed Session:

Closed Session began at 5:03 p.m. and ended at 6:54 p.m.

(Director Perumean entered the meeting at 5:50 p.m.)

Item 9.a. Public Employee Performance Evaluation  
Title: Secretary/General Manager  
(Closed Session pursuant to Government Code Section 54957)

Item 9.b. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED  
LITIGATION: re. potential initiation of litigation pursuant to § 54956.9(c): One case  
No reportable action was taken.

Item 9.c. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
In Re: Aqueous Film-Forming Foams Products Liability, Case No. 2:16-mn-2873-RMG,  
pending in the United States District Court for the District of South Carolina, Charleston  
Division. Discussion of existing litigation pursuant to Government Code Section 54956.9,  
paragraph (1) of subdivision (b). No reportable action was taken.

Government Code Section 54957(a)(1): Conference with agency counsel re: threats to  
District's cybersecurity. This matter arose after the posting of the agenda, with the board  
of directors voting to add the item based on need. There was a motion by Director  
Crabb and seconded by Director Cooke, to add this item to the agenda. The vote was  
as follows:

AYES: Directors Baroldi, Cooke, Crabb, and McVicar

NOES: None

ABSENT: Director Perumean

Item 8.f. Discuss and Action – General Manager Salary. After discussion, there  
was a motion by Director Crabb and seconded by Director Cooke to approve a 5% merit  
increase with a one-time \$4,000.00 bonus. The vote was as follows:

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

NOES: None

ABSENT: None

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 7:29 p.m. The vote was as follows:

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

NOES: None

ABSENT: None

Dated: July 22, 2025

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Brad Cooke, President

(SEAL)

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Joe Matthews, Secretary



# FINANCIAL REPORT

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF NET POSITION

June 30, 2024 and June 30, 2025

	2024	2025
<b><u>ASSETS:</u></b>		
<b><u>Current Assets:</u></b>		
CASH-PETTY	300.00	300.00
CASH-CHECKING	1,031,324.40	2,077,563.59
CASH-SWEEP	409.71	92.71
INVESTMENT-LAIF	5,055,656.95	4,108,696.85
INVESTMENT-TREASURY BILLS	1,026,170.36	1,074,214.08
ACCOUNTS RECEIVABLE-WATER	666,191.54	489,333.10
ACCOUNTS RECEIVABLE-OTHER	177,419.48	351,248.32
LEASE RECEIVABLE	131,188.00	131,226.00
ACCRUED INTEREST RECEIVABLE	57,253.76	44,143.00
INVENTORY	206,017.07	289,619.62
PREPAID EXPENSES	36,084.21	46,158.51
Total Current Assets	8,410,723.99	8,612,595.78
<b><u>Noncurrent Assets:</u></b>		
<b>Capital Assets:</b>		
LAND	532,743.65	532,743.65
WATER RIGHTS	1,640,490.80	1,640,490.80
SOURCE OF SUPPLY	2,278,699.92	2,275,481.80
PUMPING PLANT	1,668,932.77	1,668,932.77
TRANSMISSION & DISTRIBUTION	26,552,921.13	28,040,904.48
GENERAL PLANT	1,655,026.36	1,666,748.78
CONSTRUCTION IN PROGRESS	478,432.43	460,022.59
Total Capital Assets	34,807,247.06	36,285,324.87
Accumulated Depreciation	(19,574,593.33)	(21,423,513.96)
Net Capital Assets	15,232,653.73	14,861,810.91
<b>Other Noncurrent Assets:</b>		
INVESTMENTS-CAL DOMESTIC WATER CO	591.00	591.00
LEASE RECEIVABLE	2,162,245.57	2,038,791.14
Total Other Noncurrent Assets	2,162,836.57	2,039,382.14
<b>Total Assets</b>	<b>25,806,214.29</b>	<b>25,513,788.83</b>
 DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from pension plan	 853,967.00	 853,967.00
DEFERRED OUTFLOWS OF RESOURCES- Deferred amount from OPEB	199,012.00	199,012.00
Total Deferred Outflows of Resources	1,052,979.00	1,052,979.00

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF NET POSITION

June 30, 2024 and June 30, 2025

	2024	2025
<b>LIABILITIES</b>		
<u>Current Liabilities:</u>		
ACCOUNTS PAYABLE	765,013.80	205,756.77
DEPOSITS-CUSTOMERS	1,500.00	1,500.00
DEPOSITS-CONSTRUCTION	9,000.00	15,443.63
ACCRUED EMPLOYEE BENEFITS	121,805.03	121,805.03
NET OPEB OBLIGATION	1,076,358.00	1,076,358.00
NET PENSION LIABILITY	1,431,442.00	1,431,442.00
Total Current Liabilities	<u>3,460,552.21</u>	<u>2,852,305.43</u>
<b>Total Liabilities</b>	<u>3,460,552.21</u>	<u>2,852,305.43</u>
 DEFERRED INFLOWS OF RESOURCES- Deferred amounts from pension plan	176,276.00	176,276.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from OPEB	914,390.00	914,390.00
DEFERRED INFLOWS OF RESOURCES- Deferred amounts from Leases	<u>2,295,366.41</u>	<u>2,173,505.93</u>
Total Deferred Inflows of Resources	<u>3,386,032.41</u>	<u>3,264,171.93</u>
 <u>Net Position:</u>		
INVESTED IN CAPITAL ASSETS,NET RELATED DEBT	15,232,653.73	14,861,810.91
UNRESTRICTED	4,779,954.94	5,588,479.56
RESTRICTED	-	-
<b>Total Net Position</b>	<u>20,012,608.67</u>	<u>20,450,290.47</u>

**LA HABRA HEIGHTS COUNTY WATER DISTRICT**  
**STATEMENTS OF REVENUE, EXPENSES AND CHANGES IN NET POSITION**  
For Twelve Months Ending June 30, 2024 and June 30, 2025

	Last Year Current Month Actual 6/30/2024	Current Month Actual 6/30/2025	Last Year YTD Actual 6/30/2024	Current YTD Actual 6/30/2025	Current Budget 2024/25	Actual 6/30/2025 % of budget 2024/25
<b>Operating Revenue:</b>	438,131.87	548,429.69	4,842,719.71	5,701,543.39	5,871,412.00	97%
<b>Operating Expenses:</b>						
Source of Supply	200,671.12	80,883.00	1,718,965.17	1,973,168.53	2,145,853.00	92%
Pumping	10,702.45	25,234.92	128,253.93	194,719.63	133,523.00	146%
Treatment	2,840.16	5,456.05	78,580.45	86,453.31	77,146.00	112%
Transmission & Distribution	263,445.76	20,767.35	1,015,809.80	538,069.45	723,007.00	74%
Customer Accounts	38,585.26	19,212.88	269,236.21	200,929.66	199,040.00	101%
Administrative and General	353,131.85	122,075.73	1,976,246.08	1,813,394.30	1,851,365.00	98%
Capital Improvements	(900,630.75)	154,511.75	489,115.63	1,854,141.00	1,854,141.00	100%
Other	7,130.61	7,563.51	103,063.31	93,414.98	94,089.00	99%
TOTAL OPERATING EXPENSES	(24,123.54)	435,705.19	5,779,270.58	6,754,290.86	7,078,164.00	95%
OPERATING INCOME (LOSS)	462,255.41	112,724.50	(936,550.87)	(1,052,747.47)	(1,206,752.00)	87%
<b>Non-Operating Revenues</b>	(53,944.68)	44,517.16	1,346,608.94	1,416,541.98	1,351,095.00	105%
<b>Non-Operating Expenses</b>	(55,464.47)	-	(48,940.02)	6,806.80	14,424.00	47%
NET NON-OPERATING REVENUES (EXPENSES)	1,519.79	44,517.16	1,395,548.96	1,409,735.18	1,336,671.00	106%
<b>NET INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS</b>	463,775.20	157,241.66	458,998.09	356,987.71	129,919.00	275%
SYSTEM BUY IN FEE			60,275.00	36,166.00		
CAPITAL CONTRIBUTIONS			22,365.85	44,528.09		
NET INCOME (LOSS) IN NET POSITION			541,638.94	437,681.80		
NET POSITION-BEGINNING OF YEAR			19,470,969.73	20,012,608.67		
NET POSITION-END OF PERIOD			20,012,608.67	20,450,290.47		

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF REVENUE AND EXPENSES

For Twelve Months Ending June 30, 2024 and June 30, 2025

	Last Year Current Month Actual 6/30/2024	Current Month Actual 6/30/2025	Last Year YTD Actual 6/30/2024	Current YTD Actual 6/30/2025	Current Budget 2024/25	Actual 6/30/2025 % of budget 2024/25
<b>OPERATING REVENUES</b>						
SALES-WATER	230,335.23	295,081.65	2,340,961.42	3,026,207.93	3,238,075.00	94%
SALES-READINESS TO SERVE	204,311.84	215,437.86	2,428,146.15	2,588,821.46	2,564,254.00	101%
SALES-MISCELLANEOUS	3,484.80	3,687.78	43,550.74	52,291.60	34,462.00	152%
LEASE-WATER RIGHTS	-	34,222.40	30,061.40	34,222.40	34,621.00	99%
TOTAL OPERATING REVENUES	438,131.87	548,429.69	4,842,719.71	5,701,543.39	5,871,412.00	97%
<b>OPERATING EXPENSES</b>						
PURCHASED WATER	4,136.21	2,727.44	83,750.45	80,260.49	273,803.00	29%
GROUND WATER REPLENISHMENT ASSMT	93,631.05	9,727.62	881,261.28	1,002,696.50	1,105,821.00	91%
POWER	102,903.86	68,427.94	753,953.44	890,211.54	766,229.00	116%
TOTAL SOURCE OF SUPPLY	200,671.12	80,883.00	1,718,965.17	1,973,168.53	2,145,853.00	92%
LABOR-PUMPING	5,888.05	4,560.56	66,008.58	62,091.60	63,706.00	98%
MAINTENANCE-PUMPING	4,814.40	20,674.36	62,245.35	132,628.03	69,817.00	190%
TOTAL PUMPING	10,702.45	25,234.92	128,253.93	194,719.63	133,523.00	146%
MAINT & LABOR-TREATMENT	2,840.16	5,456.05	78,580.45	86,453.31	77,146.00	112%
TOTAL TREATMENT	2,840.16	5,456.05	78,580.45	86,453.31	77,146.00	112%
LABOR-TRANS & DISTRIBUTION	36,012.03	23,146.95	318,226.94	237,877.72	254,222.00	94%
MAINT-TRANS & DISTRIBUTION	213,076.38	16,800.38	548,071.93	158,803.18	270,102.00	59%
JOINT FACILITIES-WELL, LM CONDUIT&RES	38,537.86	7,913.21	334,797.08	321,256.83	403,284.00	80%
ORCHARD DALE PORTION	(24,180.51)	(27,093.19)	(185,286.15)	(179,868.28)	(204,601.00)	88%
TOTAL TRANSMISSION&DISTRIBUTION	263,445.76	20,767.35	1,015,809.80	538,069.45	723,007.00	74%
LABOR&MAINT-CUSTOMER ACCOUNTS	35,392.51	18,669.42	260,549.46	197,572.83	195,103.00	101%
UNCOLLECTIBLE ACCOUNTS	3,192.75	543.46	8,686.75	3,356.83	3,937.00	85%
TOTAL CUSTOMER ACCOUNTS	38,585.26	19,212.88	269,236.21	200,929.66	199,040.00	101%
TOTAL OTHER OPERATING EXPENSES	315,573.63	70,671.20	1,491,880.39	1,020,172.05	1,132,716.00	90%
<b>TOTAL SOURCE OF SUPPLY &amp; OPERATING EXPENSES</b>	<b>516,244.75</b>	<b>151,554.20</b>	<b>3,210,845.56</b>	<b>2,993,340.58</b>	<b>3,278,569.00</b>	<b>91%</b>
<b>ADMINISTRATIVE &amp; GENERAL EXPENSES</b>						
LABOR-FIELD-SICK, VAC, HOLIDAY	5,931.24	6,130.75	82,363.23	70,102.81	75,125.00	93%
WAGES-MANAGEMENT	20,155.85	10,817.31	168,500.85	145,270.71	158,194.00	92%
WAGES-OFFICE	35,996.53	23,470.51	288,687.58	253,026.97	296,395.00	85%
WAGES-MGMT&OFFICE-SICK, VAC, HOLIDAY	(28,447.46)	6,946.93	107,558.91	94,406.39	98,527.00	96%
OFFICE SUPPLIES	4,109.01	830.99	31,184.92	24,517.38	45,080.00	54%
AUTO SERVICE	4,187.65	6,092.67	59,976.32	50,326.30	52,853.00	95%
BANK SERVICE CHARGE	2,057.42	1,753.28	9,242.01	10,695.23	10,527.00	102%
DUES & SUBCRIPTIONS	61.79	-	25,818.63	28,688.89	29,953.00	96%
BUILDING SERVICE	418.74	1,184.13	25,652.48	36,773.86	22,671.00	162%
OFFICE EQUIPMENT MAINT	1,039.17	4,549.51	36,565.83	39,044.07	39,519.00	99%
PROFESSIONAL SERVICES	11,227.23	2,500.00	94,040.78	106,878.28	114,604.00	93%
EDUCATION & MEETINGS	957.97	404.66	22,172.22	18,892.31	17,495.00	108%

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## STATEMENTS OF REVENUE AND EXPENSES

For Twelve Months Ending June 30, 2024 and June 30, 2025

	Last Year Current Month Actual 6/30/2024	Current Month Actual 6/30/2025	Last Year YTD Actual 6/30/2024	Current YTD Actual 6/30/2025	Current Budget 2024/25	Actual 6/30/2025 % of budget 2024/25 100%
LEGAL	13,125.00	-	60,125.00	41,287.50	61,594.00	67%
UTILITIES	8,557.31	544.64	50,850.80	97,532.46	43,622.00	224%
ENGINEERING	(1,671.01)	2,300.00	10,889.97	27,130.00	37,995.00	71%
INSUR-AUTO, LIABILITY & PROPERTY	9,056.93	12,319.81	95,282.93	142,384.33	115,065.00	124%
INSUR-GROUP HEALTH & LIFE	4,822.83	18,866.05	182,708.09	208,609.84	223,968.00	93%
EMPLOYEE WORKERS COMPENSATION	7,062.92	6,801.90	35,838.77	29,598.10	31,273.00	95%
DENTAL	187.20	796.00	9,254.40	14,341.92	10,180.00	141%
RETIREMENT-CALPERS	18,362.69	5,130.97	154,231.80	143,616.62	160,053.00	90%
RETIREMENT-DEFERRED COMP	1,639.34	859.03	21,660.86	19,609.54	22,088.00	89%
RETIREMENT-CALPERS UNFUND ACCR LIAB	-	-	80,813.00	108,463.00	112,090.00	97%
MAINTENANCE-GENERAL PLANT	5,488.50	9,776.59	94,021.70	102,197.79	72,494.00	141%
CAPITAL IMPROVEMENTS	(900,630.75)	154,511.75	489,115.63	1,854,141.00	1,854,141.00	100%
PROPERTY TAXES	444.74	445.70	5,334.79	5,447.19	5,547.00	98%
PAYROLL TAXES	6,685.87	7,117.81	97,728.52	87,967.79	88,542.00	99%
TOTAL ADMIN & GENERAL EXP	(540,368.29)	284,150.99	2,568,425.02	3,760,950.28	3,799,595.00	99%
TOTAL OPERATING EXPENSES	(24,123.54)	435,705.19	5,779,270.58	6,754,290.86	7,078,164.00	95%
OPERATING INCOME (LOSS)	462,255.41	112,724.50	(936,550.87)	(1,052,747.47)	(1,206,752.00)	87%
<b>NONOPERATING REVENUES</b>						
INTEREST INCOME	43,612.44	33,647.68	239,342.21	265,086.36	202,727.00	131%
PROPERTY TAX INCOME	24,442.21	1,846.53	965,358.55	998,403.34	1,004,509.00	99%
RENT/LEASE INCOME	(129,088.70)	10,606.23	120,026.16	126,773.76	126,683.00	100%
OIL ROYALTIES	857.26	643.41	12,154.58	10,651.95	12,982.00	82%
MISCELLANEOUS INCOME	(708.11)	3,000.00	2,787.22	14,659.79	4,194.00	350%
GAIN ON ASSET SOLD	6,940.22	(5,226.69)	6,940.22	966.78	-	0%
TOTAL NONOPERATING REVENUES	(53,944.68)	44,517.16	1,346,608.94	1,416,541.98	1,351,095.00	105%
<b>NONOPERATING EXPENSES</b>						
INTEREST EXPENSE-D/G LOAN	-	-	609.15	-	-	0%
LOSS ON INVESTMENT	(56,849.17)	-	(56,849.17)	-	-	0%
DIRECTORS FEES	1,200.00	-	7,300.00	6,300.00	9,900.00	64%
DIRECTORS EXPENSES	184.70	-	-	217.04	4,524.00	5%
ELECTION	-	-	-	289.76	-	0%
TOTAL NONOPERATING EXPENSES	(55,464.47)	-	(48,940.02)	6,806.80	14,424.00	47%
NET NONOPER REVENUES(EXPENSES)	1,519.79	44,517.16	1,395,548.96	1,409,735.18	1,336,671.00	106%
NET INCOME (LOSS) IN NET POSTION	463,775.20	157,241.66	458,998.09	356,987.71	129,919.00	275%

# STATUS OF INVESTMENTS


**LA HABRA HEIGHTS COUNTY WATER DISTRICT**  
**REPORT OF INVESTMENTS**  
**FOR MONTH ENDED JUNE 30, 2025**

TYPE OF INVESTMENT	ISSUER	PURCHASE DATE	DAYS TO MATURITY	YIELD	AGENT/ BROKER	SOURCE OF VALUATION	BEGINNING BALANCE	ACTIVITY	ENDING BALANCE	MARKET VALUE	% ENDING BALANCE TO TOTAL PORTFOLIO
Pooled fund	Local Agency Investment Fund (LAIF)	NA	1	4.269	California State Treasurer	California State Treasurer	4,082,403	44,988 a	4,127,391	4,108,697 b	79.3%
United States Treasury Bill	United States Treasury	12/30/2024	0	4.273	Charles Schwab	Charles Schwab Statement	532,602	-532,602 c	0	0	0.0%
United States Treasury Bill	United States Treasury	3/14/2025	90	4.230	Charles Schwab	Charles Schwab Statement	529,963	5,442 d	535,405	535,405	10.3%
United States Treasury Bill	United States Treasury	6/27/2025	179	4.240	Charles Schwab	Charles Schwab Statement	0	538,809 e	538,809	538,809	10.4%
<b>TOTAL</b>							5,144,968	56,637	5,201,605	5,182,911	100.0%

- a- Deposited on 4/15/25, \$44,987.65 interest earned from January - March 2025  
b- LAIF ending balance was adjusted on financial statement by \$46,401 in June 2022 to market value  
b- LAIF ending balance was adjusted on financial statement by \$29,142 in June 2023 to market value  
b- LAIF ending balance was increased on financial statement by \$56,849 in June 2024 to market value  
c- United States Treasury Bill matured on June 26, 2025; \$538,000 maturity, gain \$5,398, net \$532,602  
d- Unrealized gain as of 6/30/25  
e- United States Treasury Bill purchased \$538,609, unrealized gain of \$200

All current investments and transactions during the month comply with the investment policy adopted by Resolution 25-01 adopted February 25, 2025

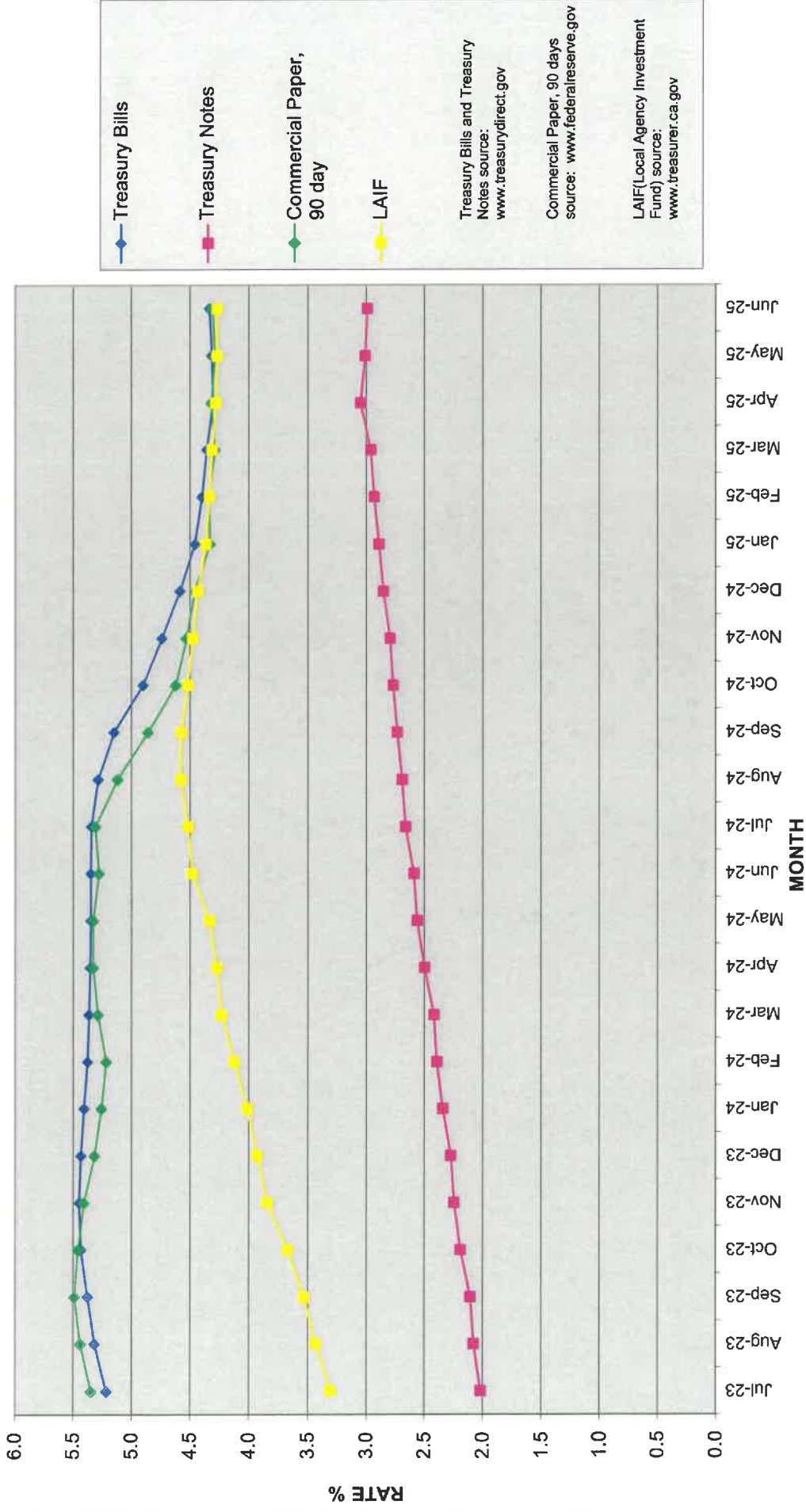
Pending any future action of Board of Directors or any unforeseen catastrophe, I certify that sufficient investment liquidity and anticipated revenue are available to meet the next six months of estimated expenditures.

  
 Tammy S. Wagstaff, Treasurer  
 Date **July 22, 2025**



# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## Historical Interest Rates



# WARRANTS

# La Habra Heights County Water District

## AP Check Register (Current by Bank)

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

100293363	06/18/25	M	0130	CALPERS	\$5,174.59
100293364	06/18/25	M	0130	CALPERS	\$2,050.95
1002943368	07/02/25	M	0130	CALPERS	\$5,115.22
1002943369	07/02/25	M	0130	CALPERS	\$2,050.95
<b>BANK 13100 REGISTER TOTAL:</b>					<b>\$14,391.71</b>

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

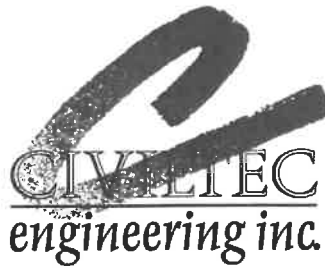
47904	06/24/25	P	0587	A&F METAL SALES, INC.	\$11.05
47905	06/24/25	P	0385	ADMIRAL PEST CONTROL	\$203.00
47906	06/24/25	P	0013	CANNINGS HARDWARE	\$213.41
47907	06/24/25	P	0570	CAPIO	\$45.00
47908	06/24/25	P	0588	CARDMEMBER SERVICE	\$355.22
47909	06/24/25	P	0014	CENTRAL BASIN MWD	\$3,110.01
47910	06/24/25	P	0441	CINTAS CORPORATION	\$75.92
47911	06/24/25	P	0558	CONEXWEST	\$230.95
47912	06/24/25	P	0282	D&H WATER SYSTEMS	\$568.51
47913	06/24/25	P	0590	DELTEK, INC.	\$3,024.00
47914	06/24/25	P	0580	EXCEL BACKFLOW SERVICE, INC.	\$70.00
47915	06/24/25	P	0389	FRONTIER COMMUNICATIONS	\$900.00
47916	06/24/25	P	0049	GOLDEN METERS SERVICE INC	\$7,979.81
47917	06/24/25	P	0099	GRAINGER INC	\$262.66
47918	06/24/25	P	0369	HIGHROAD INFO TECHNOLOGY	\$311.36
47919	06/24/25	P	0475	INDUSTRIAL SCIENTIFIC CORP	\$593.28
47920	06/24/25	P	0252	INFOSEND, INC	\$694.61
47921	06/24/25	P	0133	KONICA MINOLTA	\$133.03
47922	06/24/25	P	0001	LESLIE J. CONTRERAS	\$305.43
47923	06/24/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,460.21
47924	06/24/25	P	0453	MATTHEW CERDA	\$59.20
47925	06/24/25	P	0174	MICHELLE PEREZ	\$80.80
47926	06/24/25	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$438.64
47927	06/24/25	P	0175	QUINN COMPANY	\$1,673.21
47928	06/24/25	P	0373	RUSH TRUCK CENTER -	\$3,594.16
47929	06/24/25	P	0258	S&J SUPPLY CO, INC	\$3,386.90
47930	06/24/25	P	0415	SAMUEL MUNOZ	\$1,500.00
47931	06/24/25	P	0147	SAN GABRIEL VALLEY WATER CO	\$41.72
47932	06/24/25	P	0068	SOUTHERN CALIF EDISON CO	\$13,831.69
47933	06/24/25	P	0267	STAMPS BY MAIL	\$156.00
47934	06/24/25	P	0243	TAMMY WAGSTAFF	\$399.20
47935	06/24/25	P	0268	UNIVAR USA, INC	\$1,936.97
47936	06/24/25	P	0168	VALVERDE CONSTRUCTION, INC	\$15,066.17
47937	06/24/25	P	0577	WARE DISPOSAL	\$331.13
47938	06/24/25	P	0094	WECK LABORATORIES, INC	\$2,320.00
47939	06/30/25	P	0486	TAMMY WAGSTAFF	\$88.30
47940	06/30/25	P	0587	A&F METAL SALES, INC.	\$370.80
47941	07/08/25	P	0116	ACWA-JPIA	\$19,064.05
47942	07/08/25	P	0139	ACWA/JPIA	\$6,035.53
47943	07/08/25	P	0104	AIRGAS SAFETY, INC	\$194.63
47944	07/08/25	P	0353	ARCO BUSINESS SOLUTIONS	\$1,996.27
47945	07/08/25	P	0237	CALIFORNIA SCHOOL BOARDS ASSOC	\$2,500.00
47946	07/08/25	P	ONETIME	CALLAND ENGINEERING, INC.	\$1,321.96
47947	07/08/25	P	0013	CANNINGS HARDWARE	\$101.85
47948	07/08/25	P	0441	CINTAS CORPORATION	\$112.05
47949	07/08/25	P	0145	CIVILTEC ENGINEERING INC	\$2,575.00

# La Habra Heights County Water District

## AP Check Register (Current by Bank)

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
47950	07/08/25	P	0123	COUNTY OF LOS ANGELES	\$2,283.89
47951	07/08/25	P	0197	DELTA MOTOR CO, INC	\$11,221.25
47952	07/08/25	P	0540	DUTHIE POWER SERVICES	\$5,291.26
47953	07/08/25	P	0464	ENVIROKLEEN USA	\$650.00
47954	07/08/25	P	0164	EXCEL TELEMESSAGING	\$150.00
47955	07/08/25	P	0389	FRONTIER COMMUNICATIONS	\$103.45
47956	07/08/25	P	0569	GOTO COMMUNICATIONS, INC.	\$352.43
47957	07/08/25	P	0099	GRAINGER INC	\$910.26
47958	07/08/25	P	0070	HARRINGTON INDUSTRIAL PLASTICS	\$235.26
47959	07/08/25	P	0369	HIGHROAD INFO TECHNOLOGY	\$5,396.00
47960	07/08/25	P	0579	KONICA MINOLTA BUSINESS SOL.	\$181.12
47961	07/08/25	P	0402	L G HOLDINGS, INC	\$7,500.00
47962	07/08/25	P	0127	LA HABRA HEIGHTS IMPROV ASSOC	\$35.00
47963	07/08/25	P	0051	LINCOLN FINANCIAL GROUP	\$3,484.44
47964	07/08/25	P	0503	MICHELLE SAVAGE	\$800.00
47965	07/08/25	P	0534	ODP BUSINESS SOLUTIONS, LLC.	\$84.56
47966	07/08/25	P	ONETIME	RAJINDER WALIA	\$649.62
47967	07/08/25	P	0415	SAMUEL MUNOZ	\$1,500.00
47968	07/08/25	P	0068	SOUTHERN CALIF EDISON CO	\$55,116.46
47969	07/08/25	P	0243	TAMMY WAGSTAFF	\$51.31
47970	07/08/25	P	0427	TPX COMMUNICATIONS	\$4,323.16
47971	07/08/25	P	0078	UNDERGROUND SERVICE ALERT	\$182.05
47972	07/08/25	P	0562	VERIZON	\$495.74
47973	07/08/25	P	0386	VERIZON WIRELESS	\$944.18
47974	07/08/25	P	0094	WECK LABORATORIES, INC	\$1,232.00
<b>BANK 13110 REGISTER TOTAL:</b>					<b>\$204,897.13</b>
<b>GRAND TOTAL :</b>					<b>\$219,288.84</b>

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



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

June 25, 2025

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

Attention: Joe Matthews, General Manager

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

Dear Mr. Matthews:

The La Habra Heights County Water District requires Engineering Support from **CIVILTEC engineering, inc. (Civiltec)** at times on various projects. This work is provided on a time and materials basis when requested and directed by LHCWD management. Following is an explanation of time spent backing up the **May 2025** 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 \$2,542.50.00 in May 2025. The remaining budget is \$14,957.50. The **Civiltec** team worked with Joe Mathews regarding planning for a new GIS platform, reviewed the tear down report for Plant 1 pump, and visited the Plant 1 site to assess electrical and structural work and visited the Gualtieri Reservoir site to assess future rehabilitation work.

**2024141.00 – Engineering Fire flow Modeling FY24-25.** This project has been established to aid the District with computer model simulations for fire flow 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 May 2025 totaling \$2,300.00. We have set up project numbers per fire flow simulation. We are using this main number 2024141 and have put on extensions starting with .01 for the first request.

2024141.23 Fire Flow Modeling for 1429 1900 Tumin Road	\$560.00
2024141.24 Fire Flow Modeling for 1930 Sharpless Drive	\$560.00
2024141.25 Fire Flow Modeling for 1515 Amate Drive	\$590.00

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

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2024141.26 Fire Flow Modeling for 310 Avocado Crest \$590.00

**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 May 2025. The District is currently considering the destruction of Well No. 9 and civil improvements to the Well No. 9 discharge pit. The remaining budget is \$27,946.50.

**2024807.00 – PFAS Grant Application.** 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 no expenditures in the month of May 2025. The remaining budget is \$906.25.

**2024814.00 – PFAS Treatment Plant Design.** We have slowed the development of the final design documents until proposals from treatment systems suppliers are received, a supplier selected, and supplier equipment data sheets obtained. This approach will allow the project team to have in hand the supplier's equipment submittals for incorporation into the final design documents and the procurement schedule which will provide the ability to better forecast the required timing of obtaining a general contractor for installation. We are on standby awaiting the District's decision to move forward with the RFP. The budget established for the *Civiltec* effort is \$421,360.00. There were expenditures in the month of May 2025 totaling \$275.00. The remaining budget is \$111,427.00.

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

Very truly yours,

*CIVILTEC engineering, inc.*

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

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

## **Credit Card Transactions**

### ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$Amount
05/30	Payment Thank You Image Check	-2,213.17
05/21	JERSEY MIKES ONLINE UC <a href="https://prod.nj">https://prod.nj</a> - <b>Office lunch Meeting.</b>	142.80
05/20	STAPLES 00101170 FULLERTON CA – <b>Laminated 5 District system wall maps.</b>	130.50
05/28	ROSCOES FAMOUS DELI FULLERTON CA – <b>PFAS lunch Meeting with Joe Matthews, Mike Gualtieri and Ed Casteneda from Orchard Dale Water District.</b>	81.92

# REPORT OF SUPERINTENDENT



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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE:** 7/16/25

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

**FROM:** IVAN RAMIREZ, SUPERINTENDENT

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

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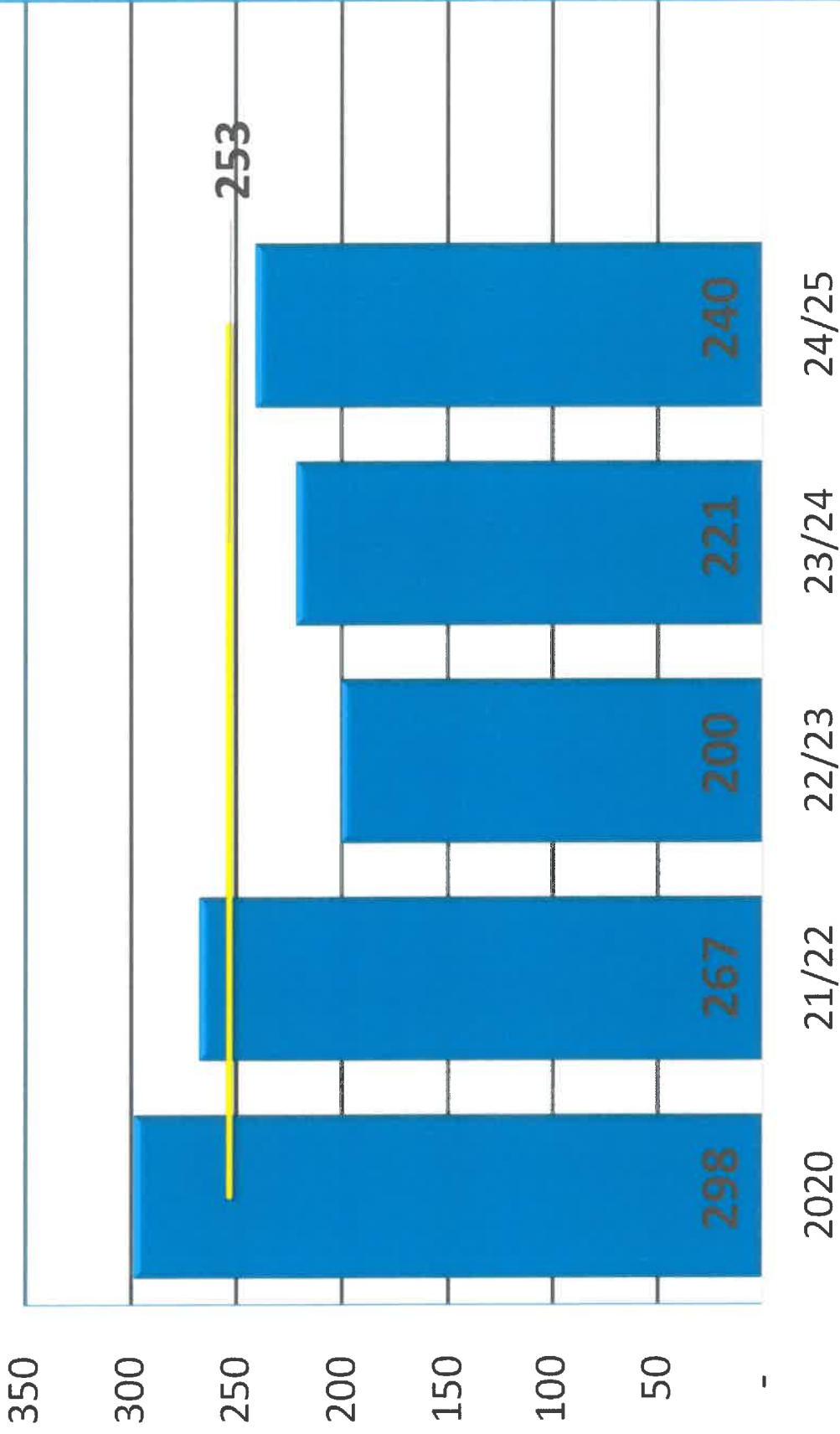
#### System and Equipment Maintenance

- Repaired three service leaks and two main leaks.
- Installed a wood retaining wall around a fire hydrant near 1800 Dorothea Road.
- Tri County Pump installed pump 2 at Plant 1 and is back online after repairs.
- Continue to flush customers line at 2085 El Cajonita due to sediment in his line from our three-inch steel main that needs replacement. I received quotes from contractors to replace this line however all three prices are above our limit of approval.

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

Production in acre feet for **JUNE**

Compared to **85% of 2020**



- Import
- Import water used by California Domestic Water Company from District's Central Basin Municipal Water District connection
- Groundwater
- 85% of 2020 Month Target

**RESOLUTION NO. 25-06**

**RESOLUTION OF THE BOARD OF  
DIRECTORS OF  
LA HABRA HEIGHTS COUNTY  
WATER DISTRICT  
ADOPTING THE OPERATION AND  
MAINTENANCE BUDGET  
AND THE APPROPRIATIONS LIMIT  
FOR  
FISCAL YEAR JULY 1, 2025  
THROUGH JUNE 30, 2026**

# LA HABRA HEIGHTS COUNTY WATER DISTRICT

## MEMORANDUM

\*\*\*\*\*

To: Joe Matthews  
From: Tammy Wagstaff  
Date: July 22, 2025  
RE: 2025/2026 Draft Budget



### OPERATING BUDGET

Below reflect some of the assumptions in the attached budget, as well as, the proposed water rates. Projected water sales are 2,400 acre feet (AF) for the year.

I used the projected 2023 Water Rate Study projections for Commodity-Upper & Lower Zones and Readiness to Serve rates for fiscal year 2025/26 proposed rate increases.

<u>Zone</u>	<u>2024/25 Board Approved Rate</u>	<u>2025/26 Budget Rate</u>	<u>Difference</u>	<u>Percent Increase</u>
Upper:	3.18	3.39	.21	6.6
Lower:	2.78	2.97	.19	6.8

Readiness to serve charges:

<u>Meter Size</u>				
3/4" & 5/8"	56.22	59.88	\$3.66	6.5
1"	92.14	98.13	5.99	6.5
1-1/2"	181.96	193.79	11.83	6.5
2"	289.73	308.57	18.84	6.5
3"	631.03	672.05	41.02	6.5
4"	1,134.00	1,207.71	73.71	6.5
6"	2,337.52	2,489.46	151.94	6.5
Fire Meter	631.03	672.05	41.02	6.5

The budget reflects 95.0% supply from groundwater of 2,430 AF. It allows for a 6% water loss. Water Replenishment District water rates are projected to increase from \$437 per acre foot to \$454, an 3.9% increase.

Central Basin Municipal Water District's water rates are projected to increase on January 1, 2026 from \$1,565 to \$1,698 which is a 8.5% increase. Water service, capacity and fixed service charges amounted to \$517.40 per cubic feet per second (cfs) each month; last year was \$438.29, which is a 18.0% change.

The budget reflects:

- Inflation projection of 3.0% (Los Angeles, Long Beach, Anaheim: Consumer Price Index-All Urban Consumers) (CPI-U)
- Depreciation funded based on 15 year capital improvement plan from Master Water Plan
- Funding GASB 45 Other Post Employment Benefits “pay as you go”
- Wage increase – propose an 3.5% cost of living adjustment (Consumer Price Index-Urban Wage Earners and Clerical Workers) (CPI-W). In addition, it is proposed to implement a merit pool of 2.0% to reward those employees who have high performance results.
- The 6 month average CPI-W from November 2024 through April 2025 is 3.23%. CPI-W 6 month average from last year was 3.0%.

The budget reflects net income of \$152,945. Per the projected 2023 Water Rate Study the water and readiness to serve rates are to be increased to build reserves. These reserves are needed to meet the long term goals of replacing pipelines and wells, in addition to, a treatment plant identified in the 2022 Master Plan.

**OPERATING BUDGET-implementation of:**

Cross Connection consultant-backflow inspection	\$10,000
Hazard Mitigation Plan	\$ 9,286
Emergency Response Plan	\$ 6,102

**CAPITAL BUDGET**

One vehicle  
Well 12  
Electrical improvements-Plant 5  
PFOS treatment plant  
Shop upgrade  
Fire hydrant upgrades  
Software for mapping and asset management

The budget will be discussed at the next Board meeting. You may contact either Joe or myself at any time with questions.

RESOLUTION NO. 25-06

RESOLUTION OF THE BOARD OF DIRECTORS OF  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
ADOPTING THE OPERATION AND MAINTENANCE BUDGET  
AND THE APPROPRIATIONS LIMIT FOR  
FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026

THEREFORE, BE IT RESOLVED BY THE BOARD OF  
DIRECTORS OF THE LA HABRA HEIGHTS COUNTY WATER DISTRICT as  
follows:

1. The Operation and Maintenance Budget for fiscal year  
July 1, 2025, through June 30, 2026, which is attached hereto as Exhibit "A" and  
incorporated herein by this reference, is hereby adopted.

2. The Appropriations Limit for fiscal year July 1, 2025,  
through June 30, 2026, which is included in Exhibit "A", is hereby adopted.

ADOPTED AND APPROVED this 22<sup>ND</sup> day of July 2025.

(SEAL)

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

ATTEST:

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Joe Matthews,  
Secretary/General Manager

I, JOE MATTHEWS, Secretary to the Board of Directors of La  
Habra Heights County Water District, hereby certify that the foregoing Resolution  
was introduced at a regular meeting of the Board of Directors of said District,  
held on the 22<sup>nd</sup> day of July 2025, and was adopted at that meeting by the  
following vote:

AYES:

NOES:

ABSENT:

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

**LA HABRA HEIGHTS COUNTY WATER DISTRICT  
2025/2026 BUDGET**

GENERAL LEDGER ACCT #	DESCRIPTION	ACTUAL 4/30/2025	PROJECTED ACTUAL FISCAL YEAR 2024/2025	BUDGET FISCAL YEAR 2024/2025	FINAL BUDGET FISCAL YEAR 2025/2026	FINAL 2025/26 BUDGET HIGHER (LOWER) 2024/25 PROJ ACT
<b>OPERATING REVENUE</b>						
41100	Water Sales-Consumption	2,514,627	3,069,011	3,238,075	3,289,482	220,471
41200	Water Sales-Readiness to Serve	2,158,437	2,590,124	2,564,254	2,733,327	143,203
42300	Administrative & Turn on fee	44,419	53,303	34,462	35,854	(17,449)
49100	Water Rights Lease	-	34,222	34,621	34,323	101
	<b>TOTAL OPERATING REVENUE</b>	<b>4,717,483</b>	<b>5,746,661</b>	<b>5,871,412</b>	<b>6,092,986</b>	<b>346,325</b>
<b>OPERATING EXPENSE</b>						
Source of Supply						
51300	Purchased Water	74,270	83,034	273,803	271,633	188,599
51400	Ground Water Replenishment	897,642	1,096,257	1,105,821	1,103,284	7,027
52300	Power	763,526	924,060	766,229	785,495	(138,565)
	<b>Total Source of Supply</b>	<b>1,735,438</b>	<b>2,103,352</b>	<b>2,145,853</b>	<b>2,160,412</b>	<b>57,060</b>
Other Operating Expenses						
50000	Labor-Vacation, Sick & Holiday	61,828	76,549	75,125	84,398	7,849
52100	Labor-Pumping	53,499	66,237	63,706	66,869	632
52200	Maintenance-Pumping	97,026	116,431	69,817	66,626	(49,805)
53200	Maintenance & Labor-Treatment	77,332	92,798	77,146	95,582	2,784
54100	Labor-Trans & Distribution	187,151	231,711	254,222	287,603	55,892
54200	Maint-Trans & Distribution	102,593	119,032	270,102	208,926	89,895
62000	Joint Facilities-Wells	72,185	86,622	166,325	171,243	84,621
62100	Joint Facilities-Wells-Power	170,909	191,416	203,277	215,968	24,552
72000	Joint Facilities-LaMirada Conduit	2,886	3,463	9,311	9,357	5,894
82000	Joint Facilities-Reservoir	16,922	20,306	24,371	27,033	6,727
82200	Less: Orchard Dale portion	(136,537)	(163,844)	(204,601)	(219,723)	(55,879)
55100;55105	Labor& Maint-Customer Service	151,238	184,132	190,294	214,623	30,491
55110	Labor-Customer Account	4,139	5,124	4,808	5,194	70
55200	Uncollectible Accounts	2,813	3,376	3,937	3,477	101
	<b>Total Other Operating Expenses</b>	<b>863,984</b>	<b>1,033,353</b>	<b>1,207,841</b>	<b>1,237,176</b>	<b>203,823</b>
	<b>TOTAL OPERATING EXPENSES</b>	<b>2,599,422</b>	<b>3,136,704</b>	<b>3,353,694</b>	<b>3,397,588</b>	<b>260,884</b>
<b>ADMINISTRATIVE &amp; GENERAL EXPENSES</b>						
56100,56110	Wages-Mgmt,Office&Sick/Vac/Holiday	411,033	508,898	553,116	556,139	47,241
56200	Office Supplies	21,600	25,920	45,080	29,511	3,591
56201	Auto Service	38,128	45,754	52,853	52,399	6,645
56202	Bank Service Charge	7,360	8,832	10,527	11,052	2,220
56203	Dues & Subscription	27,901	41,852	29,953	43,107	1,256
56204	Building Service	34,205	41,046	22,671	22,609	(18,437)
56205	Office Equipment Maint	33,107	39,728	39,519	37,112	(2,616)
56206	Professional	93,759	107,681	114,604	126,760	19,079
56207	Education & Meetings	16,840	20,208	17,495	17,894	(2,314)
56208	Legal	39,137	46,964	61,594	61,712	14,748
56209	Utilities	89,676	105,011	43,622	109,604	4,593
56220	Engineering	20,992	25,190	37,995	66,949	41,759
56300	Insurance-Auto, Liability, Property & Bond	117,744	141,293	115,065	154,417	13,124
56310	Insurance-Group Health & Life	171,879	206,255	223,968	229,403	23,148
56400	Employee Workers Compensation	22,709	27,251	31,273	30,356	3,105
56410	Dental	12,926	15,511	10,180	12,754	(2,757)
56420	Retirement-CalPERS	126,306	156,379	160,053	164,700	8,321
56421	Retirement-Deferred Compensation	17,054	21,114	22,088	22,828	1,714
56422	Retirement-CalPERS-Unfunded Accrued Liab.	108,463	108,463	112,090	139,783	31,320
57210	Payroll Taxes	73,859	88,631	88,542	93,245	4,614
56700	Maint-General Plant	80,200	96,240	72,494	99,127	2,887
57100	Capital Improvement	1,545,118	1,854,141	1,854,141	1,874,006	19,865
57200	Property Taxes	4,555	5,466	5,547	5,630	164
	<b>TOTAL ADMINISTRATIVE &amp; GENERAL EXP</b>	<b>3,114,551</b>	<b>3,737,828</b>	<b>3,724,470</b>	<b>3,961,097</b>	<b>223,269</b>
	<b>NET OPERATING INCOME (LOSS)</b>	<b>(996,490)</b>	<b>(1,127,872)</b>	<b>(1,206,752)</b>	<b>(1,265,699)</b>	<b>(137,828)</b>
<b>NON-OPERATING REVENUE</b>						
49200	Interest Income	210,206	252,247	202,727	268,765	16,518
49300	Property Tax Income	885,454	1,013,525	1,004,509	1,036,498	22,973
49700	Rent Income	4,463	5,356	4,823	5,414	58
49750	Lease Income	101,550	121,860	121,860	121,860	-
49800	Oil Royalties	9,137	10,964	12,982	12,133	1,169

**LA HABRA HEIGHTS COUNTY WATER DISTRICT  
2025/2026 BUDGET**

GENERAL LEDGER ACCT #	DESCRIPTION	ACTUAL 4/30/2025	PROJECTED ACTUAL FISCAL YEAR 2024/2025	BUDGET FISCAL YEAR 2024/2025	FINAL BUDGET FISCAL YEAR 2025/2026	FINAL 2025/26 BUDGET HIGHER (LOWER) 2024/25 PROJ ACT
49810	Miscellaneous Income	9,260	11,112	4,194	1,989	(9,123)
49900	Gain on asset sold	6,193	6,193	-	-	(6,193)
	<b>TOTAL NON-OPERATING REVENUE</b>	<b>1,226,263</b>	<b>1,421,257</b>	<b>1,351,095</b>	<b>1,446,659</b>	<b>25,402</b>
	<b>NON-OPERATING EXPENSE</b>					
59120	Interest Expense-Davis Grunsky loan	-	-	-	-	-
59120	Principal-Davis Grunsky loan	-	-	-	-	-
59400	Director's Fees	5,400	6,480	9,900	9,900	3,420
59900	Director's Expenses	217	260	4,524	4,481	4,221
59910	Election Expense	289	289	-	13,633	13,344
	<b>TOTAL NON-OPERATING EXPENSE</b>	<b>5,906</b>	<b>7,029</b>	<b>14,424</b>	<b>28,014</b>	<b>20,985</b>
	<b>NET NON-OPERATING REVENUE(EXP)</b>	<b>1,220,357</b>	<b>1,414,228</b>	<b>1,336,671</b>	<b>1,418,645</b>	<b>4,417</b>
	<b>NET INCREASE (DECREASE) IN NET ASSETS</b>	<b>223,868</b>	<b>286,356</b>	<b>129,919</b>	<b>152,945</b>	<b>(133,411)</b>

**SUMMARY OF BUDGET**

REVENUE	\$ 7,167,918	\$ 7,222,507	\$ 7,539,645
EXPENSE	\$ 6,881,562	\$ 7,092,588	\$ 7,386,700
NET INCREASE (DECREASE) IN NET ASSETS	\$ 286,356	\$ 129,919	\$ 152,945

**CAPITAL IMPROVEMENT PLAN**

	<b>NET INC (DEC) NET ASSETS LESS CIP INTEREST INCOME</b>	143,161	12,958
49650	<b>SYSTEM BUY IN FEES</b>	-	12,055
	<b>INTEREST INCOME</b>	143,195	139,988
	<b>CAPITAL IMPROVEMENT</b>	309,024	1,874,006
	Pipeline	5,944,000	-
	Vehicles*	715,000	55,000
	Reservoir Snooks	247,000	
	Well 12	3,740,000	68,000
	Electrical Improvement-Plant 5	100,000	150,000
	PFOS Treatment Plant	4,080,000	2,040,000
	Shop Upgrade	75,000	75,000
	Fire Hydrant upgrades	100,000	100,000
	Software-Mapping & Asset management*	25,000	25,000
	La Mirada Reservoir recoat	1,094,442	
	Add pump capacity Plant 1	1,125,000	
	Reservoir 2 recoat	855,000	
	Reservoir 5A recoat	702,000	
	Greenview PRV & pipeline	611,000	
	Generators-Wells, La Mirada Plt, Plant 1	450,000	
	Install PRV various locations	339,000	
	Vigil Reservoir recoat	739,000	
	Lyon Reservoir recoat	728,000	
	Plant 5 & 6 generator	375,000	
	New well	3,750,000	
	Master Plan*	163,647	
	Water Rate Study*	150,000	
	Water Rights*	128,000	128,000
	<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>26,236,089</b>	<b>-</b>
	<b>BEGINNING CASH AVAILABLE</b>	<b>7,083,611</b>	<b>7,678,991</b>
	<b>ENDING CASH AVAILABLE</b>	<b>7,678,991</b>	<b>7,076,997</b>
	6 months operating expense	3,539,082	3,679,343
	*not in Water Master Plan update	7,630,373	7,377,994
		<b>2024/2025</b>	<b>2025/2026</b>

The District's 2025/2026 operational budget is not in excess of the Gann Appropriations Limitation, Prop. 4-1979 creating State Constitution Article XIII B, as calculated by staff using factors from 2024/2025

Appropriation Limit	1,164,500
Appropriations Subject to Limit, reduced by construction costs	-1,382,535
Remaining Appropriations Capacity	2,547,035



**RESOLUTION NO. 25-08**

**RESOLUTION OF THE BOARD OF  
DIRECTORS OF  
LA HABRA HEIGHTS COUNTY  
WATER DISTRICT  
ADJUSTING SALARIES OF DISTRICT  
EMPLOYEES**

RESOLUTION NO. 25-08

RESOLUTION OF THE BOARD OF DIRECTORS OF  
LA HABRA HEIGHTS COUNTY WATER DISTRICT  
ADJUSTING SALARIES OF DISTRICT EMPLOYEES

A. RECITALS

(i) The Board of Directors of the La Habra Heights County Water District adopted the most recent Monthly Salary Schedule by Resolution No. 24-07 on June 25, 2024.

(ii) The Board of Directors has, from time-to-time, adopted revised Monthly Salary Schedules.

(iii) The Board of Directors desires to adjust the salaries of District employees.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LA HABRA HEIGHTS COUNTY WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. The Monthly Salary Schedule adopted by Resolution No. 24-07 is hereby repealed and a new Monthly Salary Schedule, which is attached hereto as Exhibit "A", is hereby adopted and is effective July 1, 2025.

2. The Secretary/General Manager is hereby directed to replace the repealed Monthly Salary Schedule with the newly adopted Monthly Salary Schedule (Exhibit "A").

ADOPTED AND APPROVED this 22nd day of July 2025.

(SEAL)

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

ATTEST:

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Joe Matthews, Secretary

I, JOE MATTHEWS, Secretary of the Board of Directors of 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 22<sup>nd</sup> day of July 2025 and was adopted at that meeting by the following vote:

AYES:

NOES:

ABSENT:

---

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

**EXHIBIT “A”**  
**LA HABRA HEIGHTS COUNTY WATER DISTRICT**  
**Monthly Salary Schedule**  
**Fiscal Year 2025 – 2026**

Management Personnel

	<u>Minimum</u>	<u>Median</u>	<u>Maximum</u>
General Manager	13460	15324	17188
Treasurer/Office Manager	11372	13130	14888
Superintendent	10709	12363	14016

Hourly Personnel

	<u>Minimum</u>	<u>Median</u>	<u>Maximum</u>
Utility Worker III	7481	8637	9793
Utility Worker II	6263	7230	8197
Utility Worker I	5214	6020	6826
Management Assistant/ Accountant	6400	7389	8377
Customer Service/ Accounting Clerk	5500	6351	7201

5% increase for Grade 2 Treatment State Certification for Utility Worker I,  
Management Assistant/Accountant, and Customer Service/Accounting Clerk

**DISCUSS AND APPROVE  
EL CAJONITA DRIVE SERVICE LINE  
REPLACEMENTS**

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**LA HABRA HEIGHTS COUNTY WATER DISTRICT**

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**MEMORANDUM**

**DATE: JULY 22, 2025**  
**TO: BOARD OF DIRECTORS**  
**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**  
**SUBJECT: RUSTY WATER FROM OLD THREE-INCH WATER MAIN ON EL CAJONITA**

---

A customer on El Cajonita Drive has been experiencing rusty water for some time. The customer is new to the residence and uses less water than the previous owner. We first attempted to flush the service until the rust goes away. Flushing has only been successful for a limited time before rusty water returns. A three-inch steel water main serving this location was installed in 1959 and serves two properties.

We contacted three contractors for proposals to fix the issue. The scope of the project includes abandoning the three-inch steel watermain, installing new water services for both residents and connecting them to an eight-inch AC watermain on the same street, replacing an old steel air vent with a history of leaks at the same location, and replacing asphalt that is removed during construction. The work is expected to take three to four days.

Contractors submitted the following proposals:

- |                       |             |
|-----------------------|-------------|
| • Brkich Construction | \$58,311.00 |
| • J.A. Salazar        | \$62,570.50 |
| • W.A. Rasic          | \$64,700.00 |

I recommend approving the proposal from Brkich Construction for \$58,311.00.



robert  
**BRKICH**  
CONSTRUCTION CORP.  
founded  1969

1508 South Mayflower Ave. Monrovia, CA 91016  
TEL 626-305-7426 FAX 626-305-7428

July 1, 2025

Ivan Ramirez  
La Habra Heights County Water District  
1271 N. Hacienda Blvd.  
La Habra Heights, CA 90631

RE: 2085 El Cajonita Drive, La Habra Heights.

Robert Brkich Construction Corp. will provide labor, equipment and materials to complete the following work:

- Notify USA.
- Pothole all connection points to verify pipe type and diameter
- Pothole all utilities in the work area.
- Saw cut and haul away all asphalt/concrete.
- Excavate and haul away all native soils.
- Make (2) 2-inch connections to the existing water main.
- Install (2) 2-inch water services.
- Shut down the existing water main and remove an existing tee and then flex in 8-inch pipe in its place.
- Remove the existing air release valve and install a new 2-inch ARV
- Backfill and compact all the excavations with CAB.
- Take compaction tests.
- Place temporary pavement over the excavations.
- Replace the asphalt street per La Habra Heights specifications.
- Provide and maintain BMP's and traffic control on a daily basis.
- Provide shoring as required by OSHA.

The cost to complete all work described above is \$58,311.00.

Any work not specifically stated above shall be assumed as excluded from our work. Please call to verify if you have any questions.

Items not included in our work: traffic control plans; asphalt grinding; engineering; inspection fees; surveying; fire flow tests; permits; bonding; working with contaminated soils.

Please call me if you have questions regarding this proposal or if you would like to schedule the work.

Sincerely,

Robert Brkich Construction Corp.

Robert Brkich, Jr  
President

# **J.A. SALAZAR CONSTRUCTION & SUPPLY CORP**

**GENERAL ENGINEERING CONTRACTOR**

**License No. 743587 A, C34**

**613 N. Harbor Blvd**

**La Habra CA 90631**

**Tel (562) 691-3647 ~ Fax (562) 691-1092**

## **PROPOSAL**

June 30, 2025

La Habra Heights County Water District

Joe Matthews

1271 N. Hacienda Road

La Habra Heights CA 90631

Reference: 2085 and 2111 El Cajonita

We propose to provide and install the following based on the description and direction given, per your request:

1. USA location.
2. Abandon existing 3" steel main section with (2) couplings and up to 4' of DIP.
3. Excavate existing 8" main and install 8" x 1.5" saddle, 1.5" corp. up to 50' of 1.5" copper, 1.5" AMS and meter box at 2085 El Cajonita. Meter can be installed at time of installation. Meter must be provided by LHCWD at time of installation.
4. Excavate existing 8" main and install 8" x 2" saddle, 2" corp. up to 90' of 2" copper, 2" AMS and meter box at 2111 El Cajonita. Meter can be installed at time of installation. Meter must be provided by LHCWD at time of installation.
5. Replace 2" galvanized air vent with new 2" copper and reinstall existing 2" air vent.
6. WATCH/MUTCD traffic control.
7. Replace existing asphalt up to 4' wide with conventional asphalt.
8. All work to be done during day time working hours of 7am – 3:30pm.
9. Additional T&M if JA Salazar to obtain permit.

**Total Cost: \$62,570.50**

Clarifications: Proposal is valid for 10 days from above date. Material pricing is fluid, if proposal is not accepted within 10 days material will have to be reevaluated. Existing soil must be bore-able. Meter and customer side valve to be provided by LHCWD.

Exclusions: Permits, bonds, engineering of any kind, traffic control plans, handling of any hazardous materials, customer side adjustment, new customer side service, slurry seal, slurry backfill, meters, customer side valves, paving beyond trench width, rubberized asphalt, concrete, testing, sod, landscaping, weekend, reduced hours, holiday work, abandonments, over-ex, slope repair, grading, retaining walls, rock beyond 3".

Please contact me if you have any questions, thank you.

Sincerely,

Jose Salazar - President





July 11, 2025

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

Sent via Email: ivan@lhhcwd.com

Attention: Ivan Ramirez

Reference: Replace Services & Main Abandonment near 2111 El Cajonita Drive, La Habra Heights  
WAR Proposal S250630B

Dear Mr. Ramirez,

W.A. Rasic Construction is pleased to offer the following proposal to provide all necessary labor, material, and equipment to replace services and abandon main near 2111 El Cajonita Drive per Scope of Work provided by LHHCWd.

**Total Price for Above Items:      \$ 64,700.00**

**Plans and Specifications Included**

Per Scope of Work provided by LHHCWd and Job Walk on 6/30/25

This proposal is subject to the standard conditions attached and made part of this proposal. Special conditions are below:

- Pricing does not take into account any restriction of working hours, import backfill, street moratorium conditions, flaggers, or engineered traffic control. Pricing to be re-adjusted based on permit conditions.
- LHHCWd crew to shut off water at main as required for work. Pricing is based on District being able to close main valve completely.
- Proposal assumes main is located 36"-42" from finish surface.
- Proposal assumes any discharge from dewatering line can be dumped into nearby storm drain.
- 3" steel main to be abandoned in place. Removal or slurry filling of main is excluded.
- Existing 8" AC main located in dirt/grass.
- Priced to install meter boxes in parkway.
- Priced to hot tap with saddle only.
- Priced to backfill with native material only.
- Pricing does not include any public notifications or pre-construction meeting with supervision.

Sincerely,  
W.A. Rasic Construction Company, Inc.

Rachel Rutherford  
Estimator

**DISCUSS AND APPROVE GIS  
PLATFORM AGREEMENT FOR  
DISTRICT MAPS & MAINTENANCE  
MANAGEMENT**

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## LA HABRA HEIGHTS COUNTY WATER DISTRICT

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### MEMORANDUM

**DATE:** JULY 22, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** JOE MATTHEWS, SECRETARY/GENERAL MANAGER  
**SUBJECT:** GIS MAPPING AND MAINTENANCE MANAGEMENT PLATFORM

---

The District's map and mechanical drafting contractor retired last year, leaving us with no replacement. This contractor worked for the District weekly and averaged 360 hours per year. Contractor revised our maps with new services, valve additions and replacements, as-built drawings, in field valve and mainline measurements, and other map maintenance duties. After discussion with other agencies and David Byrum, Civiltec Engineering, I have found three options for moving forward. The options are as follows:

- 1) Keep using paper maps
- 2) Replace paper maps with a GIS mapping platform
- 3) Replace paper maps with a GIS mapping platform and a computer asset management system (CAMS)

#### **OPTION 1 – Keep using paper maps**

Civiltec Engineering takes over paper map making

Annual cost \$130/hr.- \$46,800.00/yr

Hire Civiltec Engineering to continue making and revising paper maps using CAD instead of freehand drawing. Civiltec CAD operators would provide map revisions and convert as-built drawings. We would have to submit in-field valve and mainline measurements ourselves. This cost is based off the average hours worked by our former contractor.

#### **OPTION 2 – Replace hand drawn maps with digital geographic information system (GIS).**

ProWest GIS + ESRI

Annual cost \$41,350.00

One-time GIS conversion fee of \$25,676.50

GIS platforms provide detailed mapping, ease of use, and mobile applications to view maps on cell phones. This option requires purchasing a 3-year license from

ESRI ArcGIS online for \$5,500.00 per year and hiring a GIS company to convert our maps to work on the ESRI platform, provide ongoing map revisions, and GIS support. ProWest is the most affordable GIS company I found.

**OPTION 3 – One company, Nobel Systems does everything described in option 2 without paying additional ESRI license fees and includes a CAMS platform**

COST \$32,000/yr for the first 3 years  
+ \$24,800.00 (1 time set up fee)

Nobel Systems proposal includes:

GIS mapping and real time revisions using ESRI ArcGIS (included in price) with CAMS that includes:

- Mobile viewer licenses to view maps online and on cell phones
- DigAlert application sends Dig Alert tickets directly to the field, shows the work location using GIS maps with our infrastructure, and allows pictures for proof we marked Dig Alert tickets
- Valve and fire hydrant maintenance applications to track valve turning history and allow GIS coordinates for valve locations
- Leak reporting to record data for leaks and leak repairs
- Mainline shutdown notification assistance for the field and office to speed notifying customers of emergency water shut off's

Nobel's platform can be expanded to include service order applications directly linked to our billing platform at an additional cost.

After implementation of a one-time set up fee, Nobel's Systems proposal is \$8,000.00 more than the \$25,000.00 budgeted for mapping software and asset management. However, we were also paying an average of \$9,300.00/yr for our former map and mechanical drafting contractor that is separate from the budgeted software.

Nobel System's proposal includes CAMS, but it is the least expensive option available. Every water agency I have spoken to that has Nobel Systems platform highly recommends them. They offer unlimited free training and specialize in GIS for water systems only.

I recommend approving Nobel System's proposal to replace our paper mapping system and provide a CAMS platform.



**PROPOSAL FOR SERVICES:**  
***ENTERPRISE CLOUD GEOGRAPHIC***  
***INFORMATION SYSTEMS SERVICES***



Prepared by:

Nobel Systems Inc.  
1030 Nevada St, Ste 202  
Redlands, CA 92374

Date: May 7, 2025

**Joe Matthews**

General Manager

La Habra Heights County Water District

1271 Hacienda Rd

La Habra Heights, CA 90631

**Re: PROPOSAL FOR ENTERPRISE GEOGRAPHIC INFORMATION SYSTEM (GIS) HOSTING SERVICES**

Dear Mr. Matthews,

Nobel Systems is pleased to submit this proposal for our GeoViewer Online and Mobile Hosting solution to the La Habra Heights County Water District ("LHHCWD"). This proposal encompasses Nobel's applications, services, and pricing information for our cost-effective Cloud Computing solution.

With over 20 years of Geographic Information Systems (GIS) implementation and development experience, Nobel has successfully enabled more than 100 organizations (public/private) with smarter technology that delivers optimal efficiency and effectiveness.

While Nobel Systems is a premier leader in Cloud Mapping and Data Conversion, we maintain a balance of using existing and new technologies to ensure the highest level of customer service and costs effectiveness to meet our clients' critical objectives. The core solutions described in Nobel Systems' proposal, is based on proven methods successfully implemented at other Municipalities and Utility agencies across the globe.

Should you have any questions concerning this proposal, please feel free to contact me directly by phone (909 -891-0896) or e-mail ([kgbalaji@nobel-systems.com](mailto:kgbalaji@nobel-systems.com))

Sincerely,



Balaji Kadaba

Vice President, Operations

Nobel Systems, Inc.

# TABLE OF CONTENTS

1.	Firm's Qualification .....	- 3 -
2.	Statement of Work.....	- 5 -
3.	GeoViewer Online .....	- 6 -
4.	GeoViewer Mobile .....	- 11 -
	USA DigAlert Module.....	- 13 -
	Valve Data Colelction module .....	- 14 -
	Hydrant Flushing Data Colelction module .....	- 14 -
	Leak Data Colelction module .....	- 15 -
5.	Costs .....	- 16 -
	STANDARD PRICING: .....	- 16 -
	Hosting Agreement.....	- 17 -

# 1. FIRM'S QUALIFICATION

## **NOBEL SYSTEMS INC.**

Nobel was founded in 1992, and is headquartered in Redlands, California. We have enjoyed relationships with our clients across the world and encompassing thousands of users. Many of our relationships with our customers have lasted over a decade.

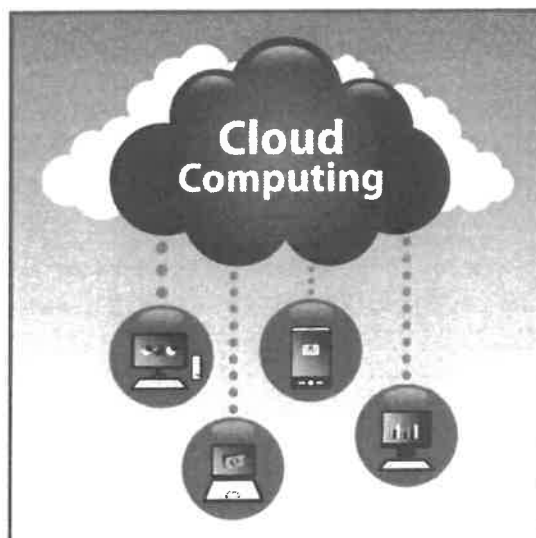
Nobel is an industry leader in all aspects of GIS, comprised of over 70 information technology professionals with backgrounds that include civil engineering, public works management, utility engineering and design, information technology, and GIS. Nobel provides a portfolio of GIS services – from data conversion and custom application development to consulting and Software as a Service (SaaS) solutions. Nobel's clientele ranges from cities, counties, and quasi government agencies to private utilities and engineering companies. We have successfully enabled more than 100 organizations with smarter technology that delivers optimal efficiency, effectiveness, and return on investment.

Nobel's Mission is to develop enterprise GIS programs that meet the following:

- Aligned with Enterprise Priorities
- Comprehensive, Accurate, and Timely Data Management
- Accessible to all user levels
- Relevant to Operational Workflow
- Integrated with Enterprise Systems and Data
- Demonstrates Return on Investment
- Sustainability

Nobel is exceptionally skilled in the development, maintenance, and integration of GIS software and integration to other legacy systems. We have successfully built GIS applications that span entire organizations, bringing disparate sets of data from legacy applications into the GIS platform in a seamless manner. We pride ourselves in being a leader in technology within the public utilities industries and are constantly innovating and inventing new ways to improve the way that organizations manage their operations. Nobel invests approximately 30% of our profit into R&D every year.

The financial stability of Nobel can best be characterized by our Dun and Bradstreet report that places Nobel in the lowest risk category possible in the Financial Stress and Credit categories. Our revenues have shown impressive, yet stable growth over time and we have been honored by INC Magazine as one of the Top 100 Fastest Growing Inner-City Companies.





## CONTACT DETAILS

**Nobel Systems'** is headquartered in San Bernardino, which is where staffing for this project is located. Nobel employs experienced geospatial professionals in San Bernardino, specializing in Enterprise GIS Integration, Software Development, GIS Administration and GIS Cloud Solutions.

**Location & Address:** Nobel Systems, Inc.  
1030 Nevada St, Ste 202  
Redlands, CA 92374

**Telephone Number:** (909) 891-0896  
**Web Address:** [www.nobel-systems.com](http://www.nobel-systems.com)

**Authorized Personnel:** Michael Samuel  
President  
(909) 708-4029

**Key Contact Person:** Balaji Kadaba  
**Role:** Vice President, Operations  
**Contact Information:** (909) 891-0896  
[kgbalaji@nobel-systems.com](mailto:kgbalaji@nobel-systems.com)

**Certifications:** Small Business Enterprise

**Form of Business:** 'S' Corporation, Private

**Business Hours:** Monday – Friday 7:00am – 6:00pm (PST)

**After Hours:** Hours before or after normal business hours

**Clientele:** Nobel's clientele ranges from cities, counties and quasi government agencies to public utilities and private companies across the globe.

**Primary Markets:** Local and State Government, Public Utilities, Engineering, Private Organizations.

**International Clientele:** Philippines, Nepal, Uzbekistan, Bangladesh and India.

## 2. STATEMENT OF WORK

The proposed Statement of Work has been developed based on Nobel's current understanding of the LHHWCWD's requirements, expectations, existing GIS software, departmental information and current Geographic Information Systems (GIS) capabilities.

### **Product Solution:**

#### **GeoViewer Online Enterprise Cloud Solution**

Nobel will provide enterprise level access to the LHHWCWD with individual secure user IDs to manage and distribute to department employees for accessing the GeoViewer Online service. Based upon user ID and associated Groups the end-users will have access to departmental spatial datasets, Google imagery, Google street view and other local government geospatial data through a user-friendly interface. Each user will have unlimited use of GeoViewer Online for as long as the contract remains in force.

With GeoViewer Online, you can:

1. Engage with citizens to enable meaningful dialog regarding critical information specific to their property.
2. Increase efficiency and streamline workflow process in the office and in the field.
3. Enhance data usability, accessibility, and communication throughout the organization.
4. Visualize, analyze, map, and interpret data to understand relationships, for better decision-making.

### **Setup**

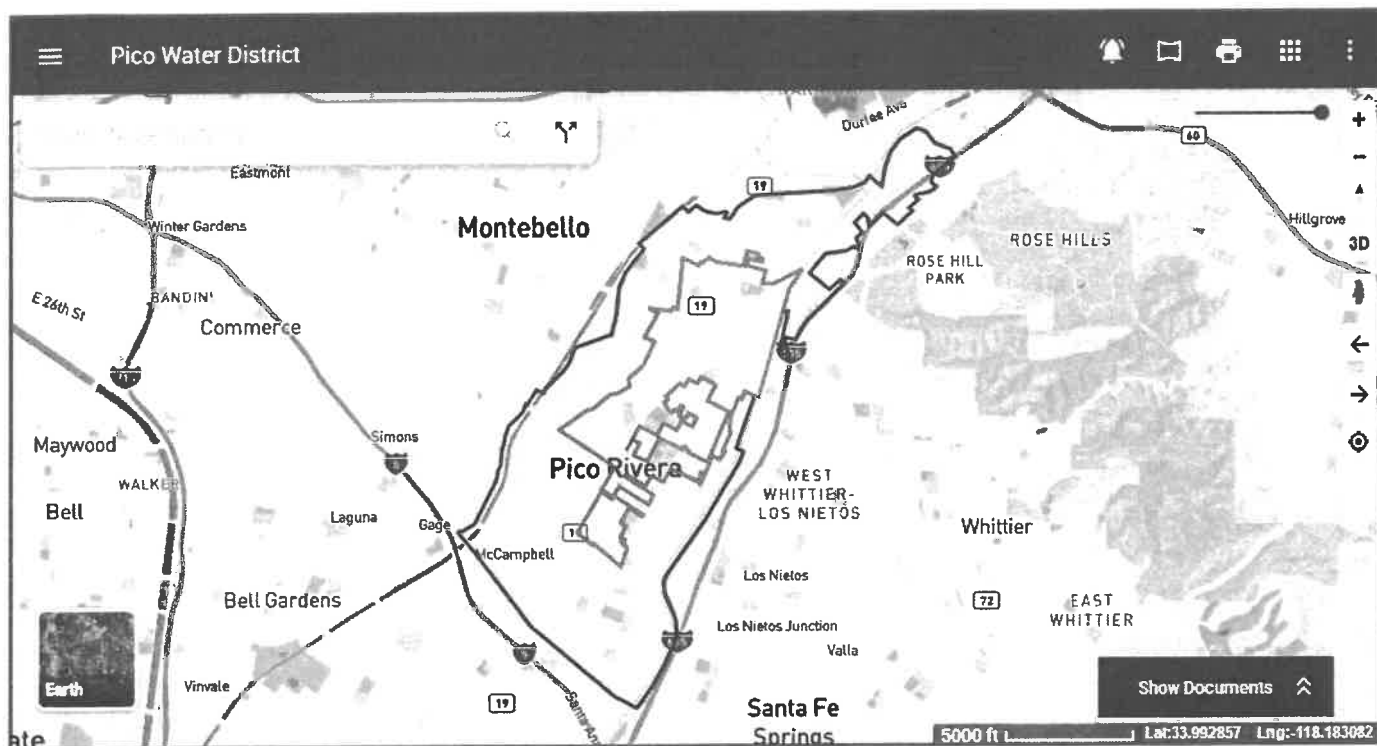
The essence of any enterprise GIS system is high-quality data, technical support and a solid, yet flexible platform. Over the past twenty years, Nobel Systems has developed proven data capture, and quality control processes to ensure the highest level of accuracy possible.

### **Tasks:**

1. Integrate existing GIS spatial layers into the GeoViewer platform.
2. Setup user accounts, perform system testing, and schedule user training.

### 3. GEOVIEWER ONLINE

The top objective of the LHCWD is to provide Geographical Information System (GIS) data to the casual user. Making GIS data available to casual users is very important. In many organizations the "non-GIS people" and/or novice computer users are the people who find the data to be most useful in carrying out their duties. Providing easy access to this information only improves the usefulness of the data and can save time and money for many types of organizations.



The GeoViewer approach to this objective is quite simple. We offer an easy-to-use, intuitive interface to Geographic Information Systems that provides the casual user with the ability to access the information they need with little or no formal training.

#### **The main objectives of the system include,**

- Ability for non-GIS staff to use the system effectively with less than four hours of training.
- Provide access to interactive water and sewer atlas maps from staff desktops through web browser.
- Locate and view an area of interest anywhere within the service area.
- Provide secured access to only authorized users.
- Map updates are seamlessly delivered to system users without any lag time.
- Provide an extensible system that can be enhanced to provide broader functionality and adapt to future software and functionality enhancements.
- Enable direct integration with geographic data repositories, asset management information, linked image libraries, and other information associated with water system infrastructures.

#### **The GeoViewer was designed with the following assumptions in mind:**

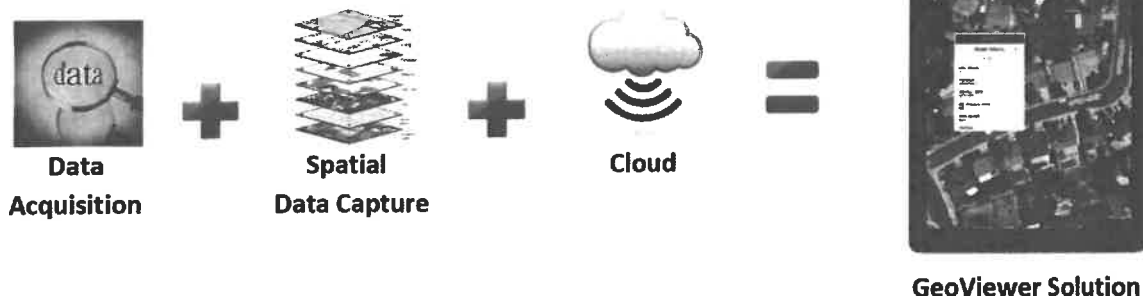
- Casual GIS users want fast, easy access to relevant information.
- Casual GIS users don't have the time or desire to learn about topology, Shapefiles, ARC/INFO, theories of GIS, etc.
- Casual GIS users don't want to have to add themes, assign colors, change theme properties, etc.

- Casual GIS users don't want to be bothered with the task of doing map composition. They would much rather have the ability to print their maps with a standardized template.
- Casual GIS users don't typically need to make large maps themselves and are perfectly happy printing an 8 1/2 by 11 map on a laser or ink jet printer. For the more advanced users, GeoViewer Online Supports multiple paper sizes that is only restriction is the clients printing device.
- Casual GIS users' needs are simple -- They need GeoViewer.
- GeoViewer is a robust and easy to use Enterprise Geographic Information Interface. GeoViewer is extremely flexible and can be tailored to any dataset.

We at Nobel Systems strongly believe that the functionality provided by GeoViewer will satisfy the needs of the LHHWCWD. The list of features provided by GeoViewer includes but not limited to:

#### **Standard GeoViewer Features:**

- Standard map navigation includes pan, zoom in and zoom out, full extent.
- Layer Display
- Creation of Spatial Bookmark
- Google Street View
- Vicinity map that can be used to set the extent of main map, pan the main map, and display the current extent of the main map.
- Property Search. Search by parcel number, situs address, or owner name.
- Supports ESRI Shapefiles, Coverages, Geodatabases, and CAD Drawings
- Also supports a wide variety of images including MrSid.
- Intuitive Select Toolbar. Select multiple features in multiple themes and:
- Find features within a specified distance and generate mailing labels.
- Measure area and length
- Display contents of the selected set in a table format.
- Print map with a title, scale, and neat line.
- Link any number of layers to unlimited number of external databases.
- Hyperlink scanned documents to features for easy retrieval.
- GPS location



## Selecting Features and obtaining information about them:

**City of Walnut**

VAIL JOSEPH S & DEIDRE T

20110 LANDALUCE LN, WALNUT, CA 91789  
Elevation 662.66 feet  
Sunny 81°F

REPORT NEARBY DOCS SHARE

**Parcels Summary**

AIN  
8709058016

Owner  
VAIL JOSEPH S & DEIDRE T

Site Address  
20110 LANDALUCE LN, WALNUT, CA - 91789

**Full Property Details - City of Walnut**

**PROPERTY DETAIL**

Parcel ID: 8709058016 User: Anonymous

Owner Name: VAIL JOSEPH S & DEIDRE T

Mailing Addr: 20110 LANDALUCE LN, WALNUT, CA - 91789

Block Addr: 20110 LANDALUCE LN, WALNUT, CA - 91789

Legal Description: 00.0000 0.00 0.00

**ASSESSMENT**

Year	Value	Land	Improvements	Assessed
2018	1,000,000	1,000,000	0	1,000,000

**SALE HISTORY**

Date	Price	Buyer	Seller
2018-01-01	1,000,000	VAIL JOSEPH S & DEIDRE T	00.0000 0.00 0.00

**PROPERTY CHARACTERISTICS**

Category	Value
Lot Area	10,000 sq ft
Lot Depth	100 ft
Lot Width	100 ft
Lot Shape	Rectangular
Lot Use	Residential
Lot Zoning	Residential
Lot Status	Active
Lot Notes	See Assessor's Office

Map controls: Earth, 200 ft scale bar, zoom in/out buttons.

## Select by user-defined radial buffer surrounding selected parcel(s), box and Polygon:

**City of Walnut**

Parcels nearby 500 feet

No. of features found : 89

**89 Parcels**

8709038009  
CHEN JILI

8709033003  
AKER RAY E & LORETTA I

8709035027  
MASON HERMAN E

8709035009  
TANARA DARUSH

**Create Mailing Labels**

Label Type

Mailing Address

Export Type

MS Word

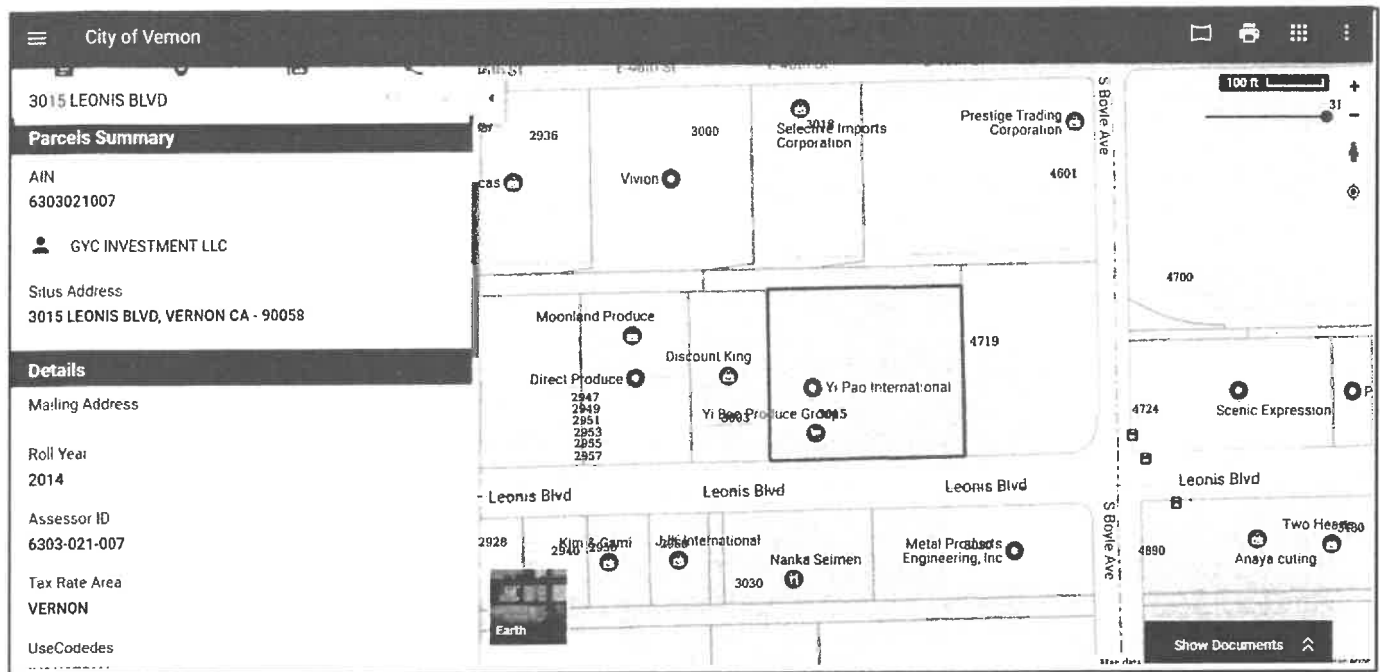
Labels Templates

5160 - Address

CANCEL GENERATE LABELS

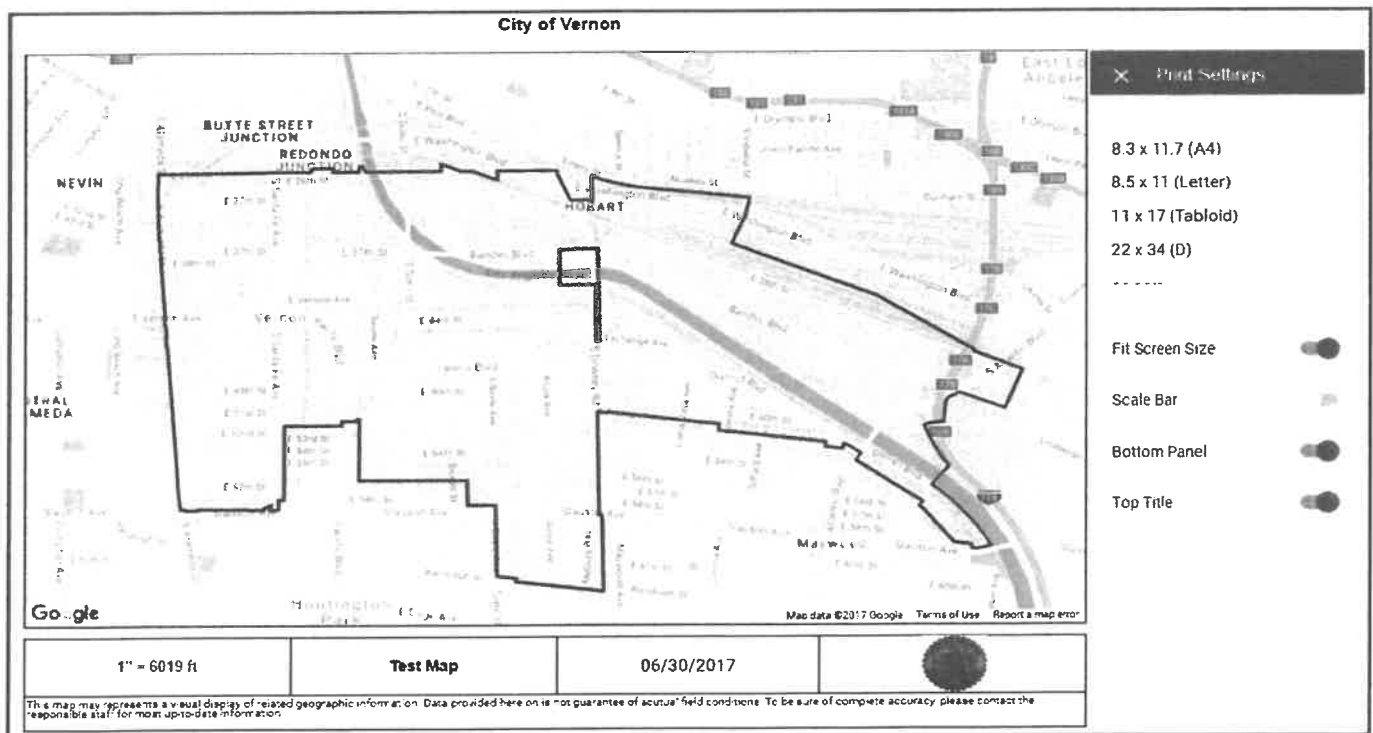
Show Documents

## Search Mechanism:



**Property Search:** Search by Parcel number, Situs Address, Owner name, Street intersection, Business name etc..

## Printing Maps:



- Print maps using predefined templates containing title, scale, neat line, north arrow and disclaimer.
- Print map with standard printing options such as different orientations (portrait or landscape), various paper sizes.
- Add/Include Basemap types such as Google Street View, Aerials etc.

City of Walnut

Parcels nearby 200 feet

No. of features found : 27

27 Parcels

8734018013

RANDMEL CHARLES E

8734018027

TAN GIIN T

8734018014

HOGENAUER EDWARD L & SUSAN E

8734018029

TANG WENDY H & EDWIN M

RANDMEL CHARLES E

441 CALLE BORRERO

WALNUT CA 91789

LEE PAUL W

439 CALLE BORRERO

WALNUT CA 91789

SURENDRANATH ANDREW S

1206 S GRANERCEY PL

LOS ANGELES CA 90019

HOGENAUER EDWARD L & SUSAN E

448 CALLE BORRERO

WALNUT CA 91789

OKINAKA STANLEY S & JOYCE I

19770 LOS PINOS DR

WALNUT CA 91789

YAO SHUN LIN

437 AVENIDA PRESIDIO

WALNUT CA 91789

FUGLIESE JOHN R & CHERYL A

520 GREAT RD

NORTH SMITHFIELD RI 02896

ARIAS ROSANA C

426 CALLE BORRERO

WALNUT CA 91789

TANG WENDY H & EDWIN M

419 AVENIDA PRESIDIO

WALNUT CA 91789

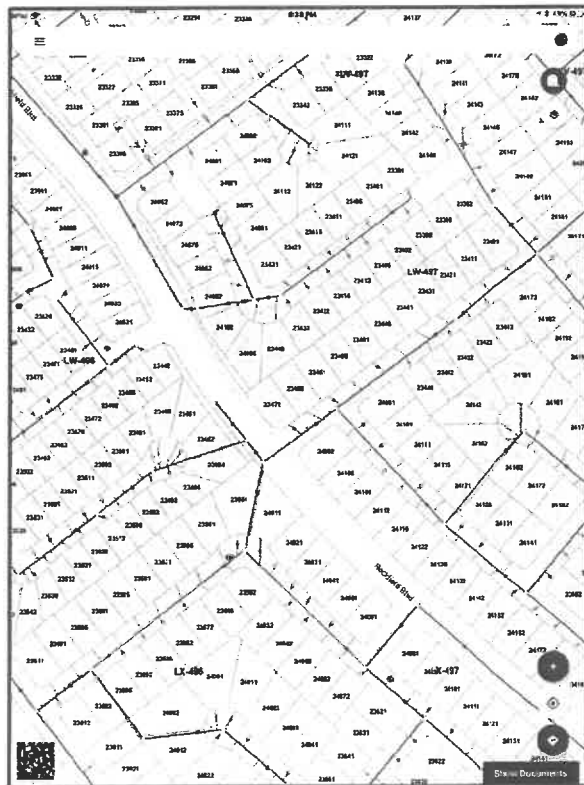
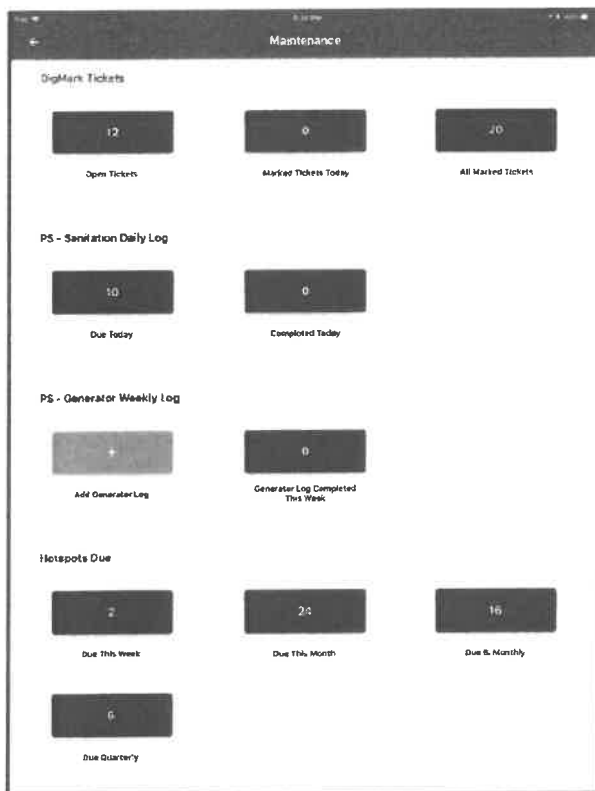
WILSON ROOSEVELT & GAIL

444 LOS GATOS DR

WALNUT CA 91789

## 4. GEOVIEWER MOBILE

By leveraging the latest smart-map and synchronization technology, **Nobel's GeoViewer Mobile** is easy to use and was designed to streamline field workflow processes to help manage day-to-day operations. GeoViewer Mobile's advanced technology allows field staff to view, analyze and collect data, online or offline without ever having to worry about impractical syncing procedures. GeoViewer Mobile extends smart map technology beyond the office and provides staff with real-time data to make accurate decisions and collaborate in both office and field environments. Nobel, understands the value of mobile mapping to organizations needing immediate access to real-time information, regardless of location, and offers a range of tools that help your staff make informed decisions in the field. GeoViewer is accessible on any device, providing unparalleled service to staff on the go or working in the field. GeoViewer Mobile integrates with existing ERP business systems, SCADA, CMMS, CIS, GPS, LIMS, CCTV, and other enterprise systems. Manage information ranging from open work orders from CMMS to viewing latest SCADA measurements on telemetry equipment.





**GeoViewer for iPad** is easy to use and was designed with the field worker and manager in mind. GeoViewer for iPad brings the incredible and distinct Apple user experience to life, giving municipalities and utility districts easy access to critical business data anywhere anytime. After popular demand, Nobel has merged the iPad and GeoViewer products to create a clean, clear, easy to use graphical map interface online, anywhere, anytime. An app that can change the way we work in the field by increasing the flow of critical operations information between the office and the field.

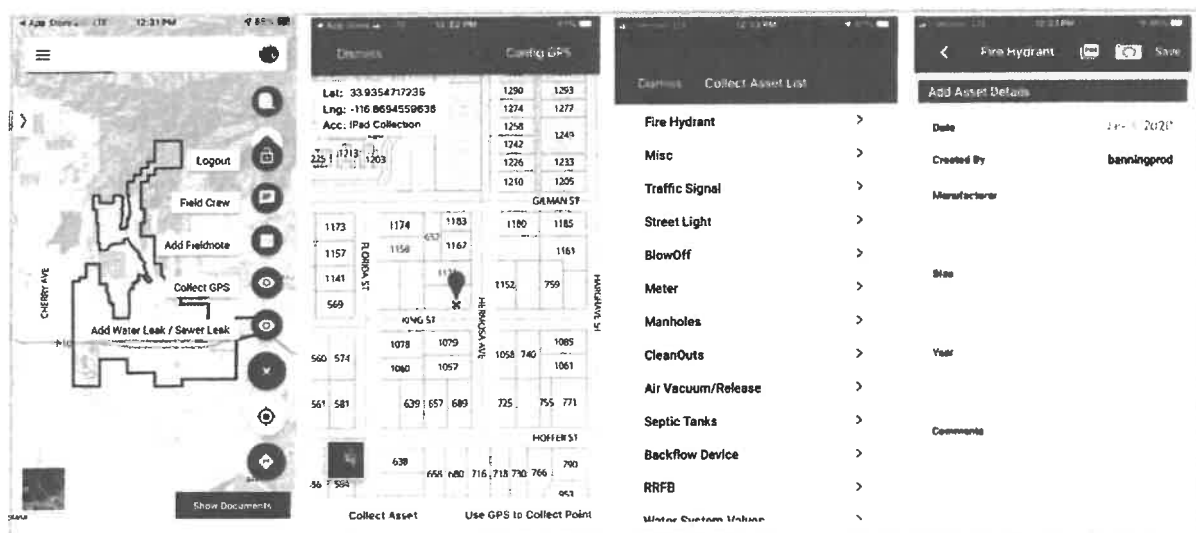
GeoViewer for iPad is designed to provide practical functionality to non-GIS users. The solution enables users to take advantage of the power of GIS maps in daily work life in and out of the office.

### PORTABLE ARCHITECTURE:

GeoViewer for iPad is easy to deploy on your iPad devices. It runs in both connected and disconnected modes, enabling data collection anytime, even where there is no wireless signal available. GeoViewer for iPad's store & forward technology provides automatic upload of data without the user initiating complex import and export procedures.

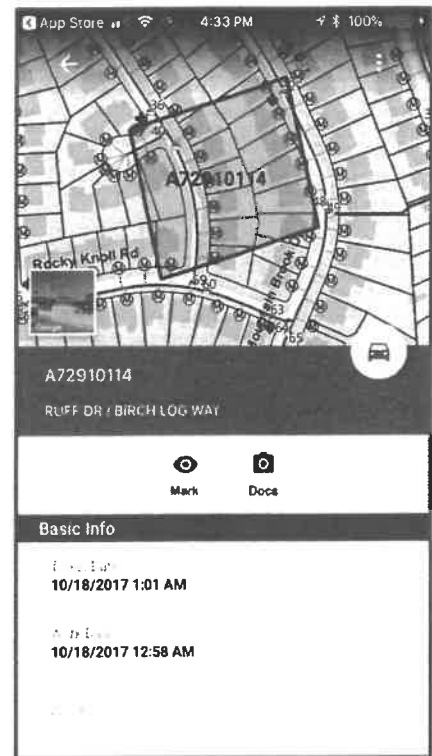
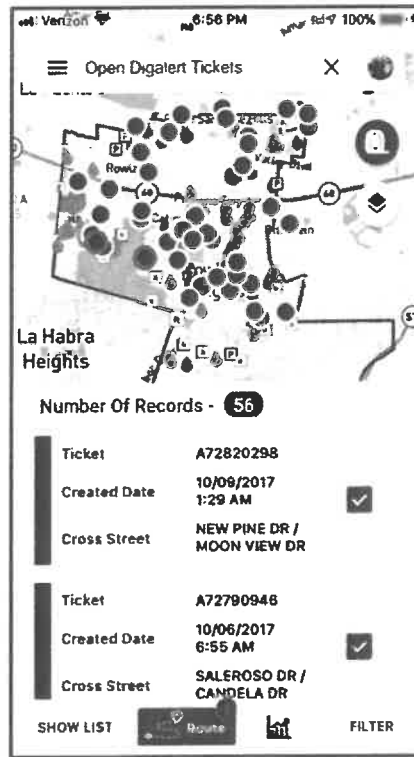
### POWERFUL FUNCTIONALITY:

- Online/Offline Work Modes
- Search, Display, Redlining, Bookmarks, Pan, Zoom
- Identify & View Object Locations & Asset Data
- View Customer Data, Work History, Service Calls, As-Built De-sign Drawings, and more.
- Process Driven Modules for Daily Field Work Order, Inspections and Condition Assessment data collection.
- Integrated GPS & Camera for Field Data Collection & Stream-lined GIS Updates
- Custom GeoViewer Modules are available for USA Dig Alert, Work/Service Order Management, Valve Isolation Analysis, Leak Data Collection and Hydrant Flushing data collection.
- LHHCWD can view the data that were collected in the field through iPad and generate the reports by using GeoViewer online application.



# USA DigAlert Module

Nobel's DigAlert Module automatically receives DigAlert tickets from the USA DigAlert provider, extracts information from the ticket and synchronizes the information, so it can be queried and viewed by the field user within the mobile device. The DigAlert module has a built-in synchronization mechanism, allowing a single user to checkout a ticket, at the same time notifying colleagues and supervisors the ticket is being worked on. The user can then enter comments or choose from a customizable drop-down menu. Field users can take photos and attach the photo directly to the ticket. Once the user has filled out the form, they can change the status of the ticket to complete. This will notify all other users that the ticket has been completed and remove it from the list. The Synchronization framework encompasses the latest technology, ensuring the most updated DigAlert tickets are received from the Server and synchronizes completed and/or in-progress tickets, without user intervention.



## VALVE DATA COLECTION MODULE

Nobel's Valve Exerciser Machine Module adaptor allows you to send information from your valve machine directly into our Mobile GIS solution using Bluetooth technology. This adaptor taps into the Valve Exercise Machine and extracts the Turns, Torque and Direction when the machine is exercising the valve. The information is automatically populated into the valve GIS data in the iPad and synchronized with GeoViewer Online.

It does not require any special software to be installed, and it communicates directly with the machine itself through the latest Bluetooth Low Energy technology.



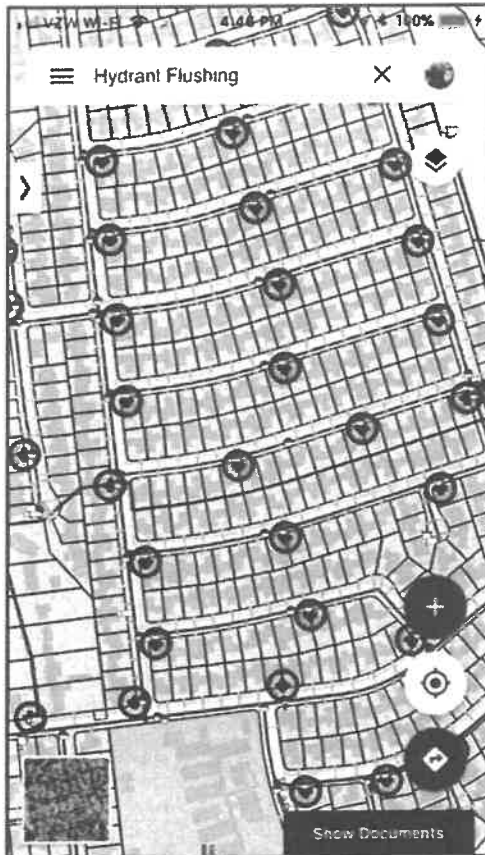
## HYDRANT FLUSHING DATA COLECTION MODULE

The Flushing Tool in GeoViewer Mobile enables the user to see all the Hydrants, Blow offs, End Caps, etc. in their vicinity and choose a specific feature to flush. The user can collect flushing data to be collected, such as:

- How minutes the feature has been flushed
- What is the observed gallon per minute
- The reason for flushing
- Observed Water Condition
- Water Source
- Starting Chlorine Residual
- Finishing Chlorine Residual
- General Comments

The tool also gives the option of showing previous flushing history, to enable the user to see what their colleagues have done on the same feature in the past.

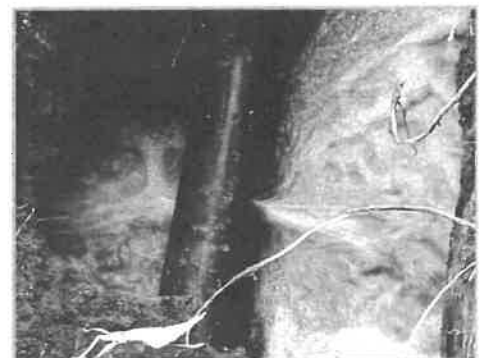
After the flushing information is collected, it is automatically sent to the server via the Synchronization framework in GeoViewer Mobile.



Hydrant Details	
Hydrant Number :	4
FacilityID :	WHYD-E5103
Flushing Date :	Oct 5, 2017
Location Address :	1430 FULLERTON RD
Atlas Sheet Number :	
Nozzles :	

## LEAK DATA COLLECTION MODULE

GeoViewer Mobile Leak Report module can assist the LHCWD in tracking leaks throughout the LHCWD. Leak locations are added through the GeoViewer Mobile app for iPad and iPhone or by the citizen request app. Information regarding the leaks can then be recorded. The LHCWD can then identify hotspot areas where leaks are most likely to occur.



## 5. COSTS

### STANDARD PRICING:

#### One Time Setup (initial) Costs

Project Kick Off Meeting and Project Initial Setup Costs ..... Waived

#### Annual Hosting Costs:

GeoViewer Online Annual Subscription Fee (Enterprise License) ..... \$15,000

GeoViewer Mobile Annual Subscription Fee 5 licenses..... \$12,500

USA DigMark application integration with GeoViewer Mobile ..... \$1,500

Valve Exercise Module integration with GeoViewer Mobile ..... \$1,500

Hydrant Flushing Module integration with GeoViewer Mobile ..... \$1,500

Valve Isolation Module Annual Subscription Fee ..... Included

Core Logic Property Characteristics and Transaction History Reports Annual Fee ..... Included

Leak Data Collection Module integration with GeoViewer Mobile ..... Included

GPS Data Collection Module integration with GeoViewer Mobile ..... Included

Unlimited Training ..... Included

Unlimited Technical Support..... Included

<b>Total Fee Year One (1)</b>	<b>\$32,000</b>
<b>Total Fee Year Two (2)</b>	<b>\$32,000</b>
<b>Total Fee Year Three (3)</b>	<b>\$32,000</b>

#### Note:

- The above costs are based on a three (3) year agreement.

# HOSTING AGREEMENT

## Nobel Systems Inc. - Terms and Conditions

### 1. LICENSE, SUBSCRIPTION, AND PAYMENT

**1.1 License.** Subject to the terms of this Agreement, Nobel Systems grants to Customer a limited, non-exclusive, non-transferable, and non-assignable license to access and use the Provided Content for a period of Thirty-Six (36) months. In GeoViewer, customer's access and use of the Provided Content shall be solely for its normal internal business activities, free of charge, by its employees and consistent with Customer's representations to NOBEL.

**1.2 Payment for the License and Subscription.** In exchange for the license or services granted, the Customer agrees to pay all the fees listed in this order. All invoices are due upon receipt and are payable in accordance with the payment schedule. Any invoice not paid within thirty (30) days of its scheduled payment date shall be considered past due.

**1.3 Non-Payment or Failure to Pay.** A charge of one and one-half percent (1.5%) per month may be assessed on any outstanding and past due invoices until paid in full. If NOBEL does not receive from Customer payment for the invoiced amount within thirty (30) days of its due date, Nobel may suspend Customer's access and use of the Provided Content, until Customer brings its account current.

### 2. TERM AND TERMINATION.

- i) **Term.** This agreement is valid for Three (3) years.
- ii) **Renewal and Termination Without Cause.** This Agreement shall automatically renew for an additional year unless a party notice of termination at least thirty (30) days before expiration of the current five-year term.
- iii) Customer may terminate the Agreement only at the expiration of the Agreement Term or any renewal term by submitting a letter in writing.
- iv) Terminating the Agreement does not prejudice either party's rights or remedies for breach of this Agreement.
- v) **Termination for Cause.** Either party, as applicable, shall have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement as follows:
  - vi) By either party for any material breach of this Agreement by the other party that is not cured within ten (10) days of written notice to the defaulting party specifying the breach and requiring its cure; or
  - vii) By either party, immediately upon written notice, if the breach cannot be cured. Breach of the confidentiality terms presumptively cannot be cured.
  - viii) A party does not need to wait the 10 days under subparagraph (i) before initiating legal action to obtain injunctive relief.

#### Rights and Duties on Termination.

- ix) Customer shall cease using the Software, and Software Documentation without demand or notice from Nobel Systems.

- x) Nobel Systems may disable Customer's access to Customer's Data Nobel Systems Web Subscription.
- xi) Customer shall return to Nobel Systems all Documents and media containing and all copies of any Software, Software Documentation and/or Nobel Systems' Confidential Information. Customer shall delete and erase all copies of such materials from its hardware and data storage media including hard drives, DVDs, and CDs. Customer shall certify to Nobel Systems it has complied with this section within 10 days after this Agreement terminates.
- xii) Nobel Systems shall return to Customer all Documents and media containing Customer's Data. Unless the customer requests otherwise in writing, Nobel Systems shall delete and erase all copies of Customer's Data from its hardware and data storage media including hard drives, DVDs and CDs. Nobel Systems shall certify to Customer it has complied with this section within 10 days after this Agreement terminates.
- xiii) The provisions re: intellectual property, confidentiality return of Documents, licensing the Software, and duties on termination survive termination of this Agreement.

### 3. WARRANTY & LIMITATION OF LIABILITY

**3.1 Limited Warranty.** Each party represents and warrants that it has full power and authority to enter into this Agreement. Each party will indemnify and defend the other and its officers, directors, and employees from third party claims arising out of or related to a breach of such party's representation or warranty in this Agreement.

**3.2 Disclaimed Warranties.** Except for any express warranties, NOBEL and each contributor to the Provided Content disclaims all warranties, including but not limited to any warranty of design, merchantability, fitness for a particular purpose, and against infringement. NOBEL and each contributor make no representation or warranties that the Provided Content is accurate and free of errors and/or omissions. As such the Provided Content is not suitable for use in emergencies. Customer accepts the Provided Content on an "as is", "as available" basis.

**3.3 Limitation of Liability.** NOBEL shall not be liable for any loss, injury, claim, or damage of any kind resulting in any way from Customer's use of the Provided Content (regardless of any assistance from NOBEL in using the content) or from any delay or failure in performance beyond the reasonable control of NOBEL. The aggregate and maximum liability of NOBEL in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of 12 months of fees and taxes paid by Customer to NOBEL. NOBEL shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including attorneys' fees) arising in connection with Customer's use of the Web site, Provided Content, or the failure of NOBEL to perform its obligations, regardless of any negligence alleged.

**The information contained in this document is proprietary and confidential.**

**NOBEL SYSTEMS**

**LA HABRA HEIGHTS COUNTY WATER DISTRICT**

By: Balaji Kadaba \_\_\_\_\_ Date

Title: Vice President, Operations \_\_\_\_\_

By: Joe Matthews \_\_\_\_\_ Date

General Manager \_\_\_\_\_



**PROPOSAL FOR SERVICES:**  
***UNLIMITED GIS DATA CREATION***  
***SUPPORT SERVICES***



Prepared by:

Nobel Systems Inc.  
1030 Nevada St, Ste 202  
Redlands, CA 92374

Date: April 17, 2025



**Joe Matthews**  
General Manager  
La Habra Heights County Water District  
1271 Hacienda Rd  
La Habra Heights, CA 90631

**Re: PROPOSAL FOR UNLIMITED GIS DATA CREATION SUPPORT SERVICES**

Dear Mr. Matthews,

Nobel Systems is pleased to submit our proposal for the above-mentioned project to La Habra Heights County Water District ("LHHCWD"). As demonstrated throughout the proposal, we offer an outstanding combination of Mapping, Information Technology and most importantly an in-depth understanding of Water, Sewer and Storm data conversion.

With over 20 years of Geographic Information Systems (GIS) implementation and development experience, Nobel has successfully enabled more than 100 organizations (public/private) with smarter technology that delivers optimal efficiency and effectiveness.

While Nobel Systems is a premier leader in Cloud Mapping and Data Conversion, we maintain a balance of using existing and new technologies to ensure the highest level of customer service and costs effectiveness to meet our clients' critical objectives. The core solutions described in Nobel Systems' proposal, is based on proven methods successfully implemented at other Municipalities and Utility agencies across the globe.

Should you have any questions concerning this proposal, please feel free to contact me directly by phone (909 -891-0896), fax (909 -890-5912) or e-mail ([kbalaji@nobel-systems.com](mailto:kbalaji@nobel-systems.com))

Sincerely,



Balaji Kadaba  
Vice President, Operations  
Nobel Systems, Inc.

# 1. GIS SUPPORT SERVICES

The La Habra Heights County Water District is looking for a vendor to provide complete GIS and mapping support for the existing GIS who has the expertise and the availability to provide the support required for their GIS. The vendor will need to be experienced in ArcGIS editing tools and techniques. The chosen firm will be required to edit features (lines, points, polygons, annotations) within the framework of an existing GIS. The vendor will need to be able, as needed, to create new feature classes, add the features, and populate the fields from sources provided by the LHCWD.

## **KICK-OFF MEETING:**

Nobel Systems will begin the project with a team kickoff meeting that includes the Nobel Systems project team and all key decision-makers from LHCWD. The purpose of this meeting is to bring together all players and to finalize the definitions of the common goals for the project. Nobel Systems will formally introduce their team to all the participants, discuss the goals of the project and our approach, and give an overview of the project approach. This kickoff meeting provides an opportunity to bring all players together in the same room to understand the scope and goals of this initiative and to identify roles of each point of contact.

## **1. DIGITIZE UTILITY NETWORK FEATURES:**

Paper Atlas Maps and CAD As-built drawings will be used as sources for digitizing features in the Water networks, using Geodatabase. Basemap provided by County will be used as reference to digitize line features using one of the following options:

- Using measurements/dimensions shown on source documents.
- By measuring offset distances/dimensions from the source documents.
- Measuring the distances from block boundaries/parcel lots/other features, in cases where distances / measurements are not indicated on the source's files.

Digitization of features will be done with due diligence, to ensure the following –

- Positional Accuracy.
- Connectivity Accuracy.
- Feature Placement.

After construction of line features, point features such as valves, hydrants, fittings, etc., will be captured. Similarly, other point and polygon features will be captured as shown on source documents.

Over the years, Nobel has been able to develop standards and procedures for data capture, based on experience working with various Clients and Utilities. Nobel is confident that adopting these procedures, would not only ensure consistency in digitizing/construction of features, but also will assure that it complies with the best practices that are followed currently in the GIS industry.

## QA/QC Procedures:

Quality assurance is an important part of any project and is much needed in a data conversion project such as this one. At Nobel, we believe it is very important to ensure that quality data is produced and delivered to our clients.

QA/QC tasks are performed at various stages of the conversion process to ensure that inconsistencies/errors are not passed on to subsequent tasks, as it would result in accumulation of errors for fixing at the last stage. QA/QC procedures which Nobel will apply are discussed in detail in this section of the proposal.

The QC team will abide with the guidelines prepared by the Quality Management Cell and make sure that all checks are duly performed on the data, which will include the following three criteria:

- Consistency of Cartographic features.
- Positional Accuracy.
- Attribute Accuracy.

### Initial Quality Control:

Once the data capture and attribution tasks are completed, initial quality checks will be performed to ensure that the features are constructed to check for positional accuracy, with the existing atlas maps and as-built documents. A one-to-one check is done to ensure that all relevant features are captured, to ensure the data conforms to specified quality standards.

Feature accuracy is evaluated based on the connectivity and segmentation accuracy for line features. While checking for connectivity, it will also be ensured that all lines end with a point feature. Data will also be checked for representing distinct end/connecting points at locations where two or more lines intersect with each other.

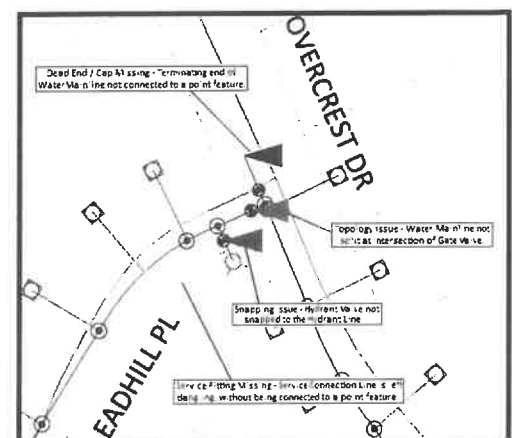
These checks if done at this stage will ensure topology, which is important to facilitate network analysis in utilities. Similar checks will be adopted to ensure accuracy in point and polygon features.

On-Screen Verification to check graphical construction and attribution of features -

### Checking Graphical Construction:

Upon completion of initial quality control tasks, a series of quality checks will be performed to ensure accurate and complete datasets are generated. Immediately after data capture in AutoCAD, QA/QC tools available in Data Works are run. These tools will identify graphical connectivity errors and features that are missing.

The figure indicates some of the common anomalies that would have crept in during the data capture process. Errors are fixed and QC tools are re-run until the drawing is error free. Taking care of these snapping issues will ensure that 100% connectivity is maintained between Hydrants, Blow-Off Lines, Air Release Lines, Mainlines, House Connection, Valves, etc.



## **2. EDIT FEATURES AND ANNOTATIONS:**

### **Edit Lines:**

Nobel System will, using the ArcGIS Interface, edit the line features as required. The line features over the course of the Database Development Life Cycle may be required to be edited for spatial accuracy. As required, Nobel Systems will adjust the accuracy of the line feature per the information provide on the source. For example, if the engineering sketches, survey notes, redline note, or Asbuilt source depicts the line feature in a different location than the location it appears in the existing GIS System, Nobel System will adjust the line feature per the source provided. In the case of Asbuilts and/or survey notes, Nobel Systems will locate and construct the line features using coordinate geometry if available. In doing the adjustment, Nobel Systems will ensure the connectivity of the system remains intact by using the ArcGIS built in snapping functionality. The use of the snapping ensures that the continuity of the lines and the geometric network remains intact during the edit of the network. During the construction process of the line features, Nobel Systems will adhere to the construction standards and connectivity rules established by the LHHCWd.

### **Edit Points:**

The point features of the GeoDatabase will also require editing over the course of the Database Development Life Cycle. The point may require editing spatial and attribute accuracy. Like the line features, Nobel Systems will edit the point feature per the sources provided. In addition, the real-world features may get replaced, upgraded, or removed. In such cases, Nobel Systems will provide the appropriate edit or adjustment to the existing GeoDatabase. Also, like the line features, the involvement of the points in the Geometric Network is crucial to the continuity of the Geometric Network. To ensure that the points participate fully in the network, Nobel Systems snap all points to their perspective line end points. The snapping of the end points will be performed by utilizing the ArcGIS snapping functionality. By snapping the points to their perspective end points, Nobel System ensures that the points participate in the Geometric Network when the network is built and rebuilt.

### **Edit Polygons:**

Polygons are features that encapsulate a line or point features physically or symbolically within a GIS database. Polygon features can be tangible features such as encasements or casings. A polygon feature can also depict symbolic area features such as easements and encroachments. In either case, Nobel Systems will construct the polygon feature as shown on the provided source. Nobel Systems will create the polygon feature using coordinate geometry or any other information available on the source provided for the GIS updates. Nobel Systems will ensure that features are a closed feature as required by a polygon feature class.

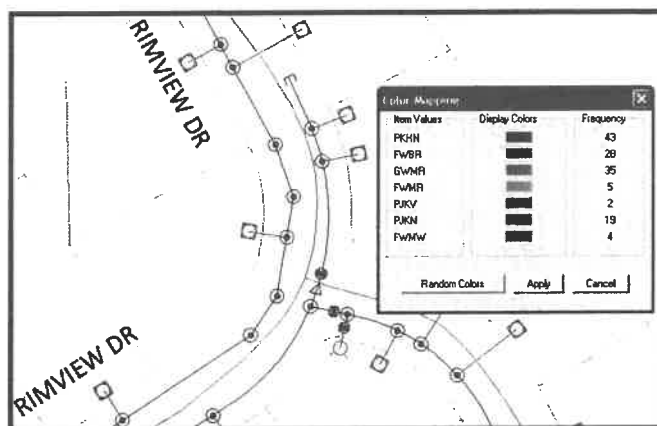
## **3. CREATE, DEVELOP AND POPULATE NEW FEATURES:**

The addition of new features and feature class are a common occurrence with any GIS Database during the Systems Development Life Cycle (SDLC). During the performed edits, Nobel Systems may run into features that are not currently in the existing GIS. In such cases, Nobel Systems will need to add the feature to the GIS. If Nobel Systems encounters features that are not currently in GIS, Nobel Systems will inform the LHHCWd as to the type of feature encountered. The LHHCWd will respond by informing Nobel Systems into which feature class that feature shall be added. The feature to be in many cases will be put into an existing feature class. If the feature is to be put into an existing feature class, Nobel Systems will add new feature to the existing feature to the feature class subtype. The new feature will use the existing feature class table for the new feature. If the new feature is required to exist in a new feature class, Nobel System will communicate to the LHHCWd. During the communication, the LHHCWd will inform Nobel Systems in writing the feature class name, column names and their definitions, and any subtypes. After the information required for the new feature class, Nobel Systems will create the feature class, table, and subtypes. Nobel Systems will then proceed to add the

feature to the appropriate feature class based on the source provided such as engineering drawing, survey drawings, tabular data, and/or GPS information.

#### Checking Attribution:

An on-screen consistency check, as illustrated in below figure will be performed wherein digitized lines will be rendered different colors based on attribute values populated, to check for attribute consistency. This check can be performed based on any attributed value associated with any feature.



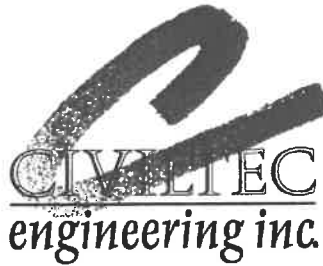
Consistency of attribution in all fields that are supposed to be attributed in the features, including 'Barcode' and 'JobNumber' which are vital for linking the GIS features with as-built drawing/atlas and other documents respectively will be checked using QA/QC toolset. Errors or inconsistencies identified during this QC check will be corrected and verified before moving to the next step.

## 2. COSTS

Create complete LHCWD's GIS Data by using the existing Atlas Pape Maps..... **\$24,800**

#### Note:

- We will provide the complete Water GIS Data in either Geodatabase or Shapefiles format upon completion of this project.
- Linking Asbuilt Plans to the corresponding assets in GIS is also included in the above costs.



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

May 19, 2025

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

Attention: Joe Matthews, General Manager

Subject: *Civiltec* Hourly Rates for FY 2025-26.

Dear Mr. Matthews:

The La Habra Heights County Water District requires Engineering Support from *CIVILTEC engineering, inc. (Civiltec)* at times on various planning, engineering and construction management projects. This work is provided on a time and materials basis when requested and directed by LHHCWD management. Each year *Civiltec* issues a proposed hourly rate schedule for the upcoming fiscal year. This letter coincides with that timing to issue rates for FY 2025-26 which would become active on July 1, 2025. *Civiltec* is proposing to keep the existing FY 2024-25 rates in place for this upcoming fiscal year. Attached is the rate sheet indicating the effective dates.

I am also following up with you on how we can assist you and the District to take over map drafting duties. We understand you have had this work accomplished by an individual for many years. This work is essentially hand drafting, ink on mylar. We can have a CAD Operator or Junior Engineer do some of this work until we can help you to completely transition to a digital platform. We discussed the Junior Engineer position which is typically a summer intern with a rate of \$90 per hour. That intern season is upon us now, mid-May through August. If this is something you are interested in, we should look for that intern soon.

Please let me know if you have any questions.

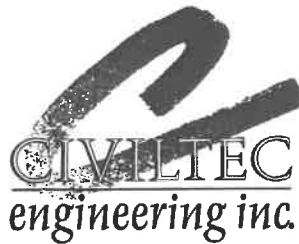
Very truly yours,

*CIVILTEC engineering, inc.*

A handwritten signature in dark ink, appearing to read "W. David Byrum".

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

X:\Agency\CA\Water District\La Habra Heights\CoWD\FY 25-26 Rates.docx



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

### **RATE SCHEDULE**

EFFECTIVE UNTIL JUNE 30, 2026

Principal Engineer (PE) .....	\$275.00
Senior Engineer (PE) .....	\$265.00
Senior Project Manager.....	\$250.00
Principal Electrical Engineer (PE).....	\$235.00
Project Manager .....	\$240.00
Senior Project Engineer (PE).....	\$235.00
Project Engineer (PE) .....	\$220.00
Senior Designer.....	\$205.00
Senior Staff Engineer (EIT) .....	\$190.00
Staff Engineer (EIT) .....	\$175.00
Designer .....	\$165.00
Designer/CAD Operator .....	\$145.00
Planning Technician.....	\$140.00
Construction Observer .....	\$160.00
CAD Operator.....	\$130.00
Junior Engineer (Intern).....	\$90.00
Administrative Assistant.....	\$90.00
Two Person Survey Party.....	\$285.00
Survey Manager (PLS) .....	\$205.00
Staff Land Surveyor (PLS) .....	\$175.00
Survey Technician .....	\$145.00
Subcontracted Services .....	Cost plus 15%
Mileage .....	\$0.70/mile

**NOTE:** All rates are effective until June 30, 2026. Any increases in rates after that date will be limited to 5% maximum. All rates are non-prevailing wage rates.

W:\Documents\Corporate\Rate Schedules\2024 CA Rate Schedule.docx

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605 E. Huntington Dr., Suite 205, Monrovia, CA 91016 | P: 626.357.0588  
1440 N. Harbor Blvd., Suite 650, Fullerton, CA 92835 | P: 714.459.7957  
440 N. Mountain Ave, Suite 210, Upland, CA 91786 | P 626.357.0588

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# PROJECT ESTIMATE



## La Habra Heights County Water District Document Digitization into GIS

Date: 7/16/2025

Client: Joe Mathew  
General Manager  
La Habra Heights County Water District

### PROJECT DESCRIPTION

La Habra Heights County Water District seeks to modernize their map records by creating a digital twin in GIS. Pro-West proposes assisting the District by reading and transcribing the paper documents provided into a usable feature dataset. This data can be used as a system of record for the District in the future.

### PROJECT MANAGEMENT

**Pro-West & Associates Project Manager:** Name: Paul Rairamo  
Phone: 320-207-6868  
Email: prairamo@prowestgis.com

**Client Project Manager (PM):** Name: Joe Mathews  
Phone: n/a  
Email: joe@lhhcwd.com

**Project Schedule:** TBD, typically 10-12 weeks from contract signing

### CLIENT RESPONSIBILITIES

- Provide PWA with all scanned documents to be transcribed
- Attend all scheduled meetings
- Be available for any questions that may arise during the project

\*If assistance is needed with client responsibilities, additional costs may apply

### Remote Connection

Pro-West uses Beyond Trust to facilitate remote connections. Team members connect to a session with a custom session key and portable installer and maintain temporary access needed for the duration of the project (minutes to days). When the project is complete, or the connection is no longer needed, PWA team members close the tool and it removes itself from the system – The session key is then no longer valid and if additional work is needed, team members will be provided a new key for a new connection.

Optionally, we can maintain access after the initial project is complete, with authorization from the client.

*It's important to know*

8239 State 371 NW | PO Box 812 | Walker, MN 56484  
PH 320.207.6868 | FX 320.207.6869 | [www.prowestgis.com](http://www.prowestgis.com) | [consult@prowestgis.com](mailto:consult@prowestgis.com)



If the Client has other protocols for remote access, it will be discussed during the design meeting.

## DELIVERABLES

### 1. Schema development

- a. Review source data for features available to capture
- b. Source data includes:
  - i. 10 maps for transmission lines
  - ii. 42 system maps
  - iii. Valve information in tabular format (spreadsheet)
- c. Develop schema to accommodate:
  - i. Features available to capture from system maps
  - ii. Potential future collection efforts
  - iii. Data storage and data maintenance in ArcGIS Online

### 2. Digitizing Features

- a. Access available reference data for use in geographic placement of features
  - i. Centerlines
  - ii. Parcel data
  - iii. Imagery
- b. Digitizing features and editing attribute tables based on source data
  - i. Examples of features include but not limited to: Transmission mains, Distribution mains, Service Laterals, System valves, Pressure Valves, Service Connections, Water District Grid, Fire Hydrants, Fittings, etc.
  - ii. Examples of attributes include but not limited to, and wouldn't necessarily apply to all features: Asset ID, Owner, Diameter, Material, Associated Address, type (such as a ValveType or a Hydrant Type), Install date, Life Cycle Status, etc.
- c. Adjustments to schema as discovered in data development process
  - i. Periodic review of schema and progress with the Water District

### 3. Delivery and Close

- a. Pro-West will deliver the data in Esri Feature-Dataset format
- b. Upon data delivery we will have a 1-2 hour call to go over the project. In this call we will discuss:
  - i. The process we used to generate the data
  - ii. Data maintenance and management
  - iii. Other questions the District might have

## PROJECT COMPLETION & POST PROJECT SUPPORT

### Project Completion:

The project will be completed when:

- 1. The data has been delivered
- 2. The project close out call has been completed

Upon project close, the data will be managed and maintained by La Habra Heights County Water District.

### **Post Project Support**

PWA understands that support requests and/or general support inquiries will occur after the project is completed. We welcome those inquiries and look forward to supporting you in the future! Below are common inquiries related to general support requests.

1. If there are issues with the deliverables or if clarification is needed regarding the deliverables, contact the PWA Project Manager listed in this scope.
2. If the PWA Project Manager is contacted, after the project is completed, you may be invoiced for that call or email. The PM will discuss invoicing needs during the call. If you contact anyone other than the PWA Project Manager, after the project is completed, an invoice will be sent based on current hourly rates.
3. If the Project Manager is contacted after the project is completed, they are not available to respond, and the need is urgent (*ie: the Project Manager is on vacation or is attending a workshop*); contact PWA's main office number for assistance: 320-207-6868 or follow directions listed on the Project Managers out of office reply (if email is used).
  - a. There may be an invoice sent for the support request based on current hourly rates if Technical staff are contacted directly. The PWA Project Manager will follow up when they are available to discuss invoicing.
4. PWA asks that both the PWA Project Manager and the Technical person be copied on emails to ensure prompt service and clarification on needs and any additional fees. If at any time there is a question about an invoice or support need, contact the PWA Project Manager.
5. If there are general questions about any topic related to GIS and/or PWA Services, contact the PWA Project Manager listed in this scope. You may be invoiced for that call or email. The PM will discuss invoicing needs on the call.

### **PROJECT RISKS & MITIGATION**

1. Stakeholders are not identified at the beginning of the project
  - a. Mitigation: Client and PWA will identify stakeholders at the project kick off. If changes in stakeholders occur, they will be communicated to the stakeholders immediately to eliminate and/or minimize timeline and budget changes.
2. Stakeholders change throughout the project
  - a. Mitigation: Maintain the same project stakeholders throughout the project. If stakeholders do change, it is the client's responsibility to communicate the purpose of the project to the new stakeholder or for PWA to communicate changes to the client. If the project changes

due to a change in stakeholders, additional charges may apply and the timeline may be affected.

**PROJECT ASSUMPTIONS**

- Pro-West assumes that the District provided all documents to be transcribed
  - Additional documents not provided will incur an additional cost

**COST ESTIMATE**

\$25676.50

**Invoicing Schedule:** PWA will invoice monthly based on percent of project completed.

If the scope, objectives, or timeline change significantly before the project is completed, we will agree to discuss any necessary modifications to our agreed-upon fee or to the scope, objectives, or timeline of the project.

*\* Payment is due within 45 days of an invoice date. If payments are not received within 45 days of the invoice date, a late fee of 1.5% of the invoice amount will be charged for each 45 day cycle that the payment is late.*

*\*\* 3% convenience fee will be added for payment by credit card*

**To proceed with the described services in this estimate, please sign and date below and return to the Project Manager listed above.**

**CLIENT**

Acceptance Signature:

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

**Pro-West & Associates**

Signature:

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

*Estimate valid for 90 days*

# Pricing

The table below indicates the pricing for Pro-West GIS Professional Services Block Support packages. They are priced according to the number of hours included in the package.

Number of Hours	20	40	80	120	160	240	380	500
Package Cost	\$3,275	\$6,350	\$12,500	\$18,300	\$23,900	\$35,850	\$56,700	\$74,500

## 3-Year Option: Lock In Today's Pricing

Lock in today's rates for the next three years with Pro-West's 3-Year Block Support package.

### How Does It Work?

Choose the standard 12-month package that best meets your needs (40 hours, 120 hours, etc.) and purchase three years' worth. For example, if your organization estimates that it will need 120 hours of support from Pro-West each year, you will purchase:

3x120-hour (\$18,300) packages = total cost of \$54,900

You will then receive 120 hours of support per year for the next three years.

**Please note:** Unused hours do not roll over from one year to the next. You will be invoiced annually for one year of support for each of the three years. Your first year of support will begin on the day Pro-West receives payment for the first year of support.

## After Hours Support

If Pro-West is requested to perform tasks before 7am or after 7pm CST, hours will be billed as double hours.

**Example:** Pro-West works 2 hours on Friday before 7pm CST and 2 hours on Saturday. There will be a credit usage of 2 hours for the work completed on Friday and 4 hours' credit usage for the work completed on Saturday.

After Hours Definition: Monday-Friday before 7am or after 7pm CST, Saturdays and Sundays.

#### ABOUT PRO-WEST & ASSOCIATES

Pro-West & Associates is an award-winning GIS business that supports local, state and federal government and private industry with GIS data services, solutions and system integration.

We have been supporting organizations nationwide with full service GIS for over 35 years.

Pro-West is a 30-year Esri Business Partner and Esri State & Local Government Specialty Partner. We are 100% employee-owned.

#### CONTACT INFORMATION

Marcus Glass, Business Development Director  
[mglass@prowestgis.com](mailto:mglass@prowestgis.com)  
218-409-7403

Pro-West & Associates  
8239 State Hwy 371 NW  
Walker, MN 56484  
[www.prowestgis.com](http://www.prowestgis.com)  
320-207-6868

**PROWEST**  
& Associates

# GIS Professional Services Block Support

All the GIS services you need with one simple package

## What is GIS Professional Services Block Support from Pro-West?

Pro-West's block support packages were created to make it easier for organizations to access the GIS services they need, with no unexpected costs.

Simply purchase a "block" of support from Pro-West, ranging from 20-500 hours, and apply it to any GIS services we provide over a 12-month period. **That's it.** Know your cost up-front, with no surprises.

- One line item for all GIS services you may need in a year
- No need for an estimate for every project
- Cost-effective pricing
- Option to "buy up" if more hours are needed
- Enhanced ability to plan and budget
- Access to exclusive learning content through our **Local Government LIVE** program

## What services can I get with GIS Professional Services Block Support from Pro-West?

All services offered by Pro-West are available through our block support packages - it's simply an easier way to purchase the same services you would receive via individual project estimates.

In other words, block support packages are tailored to meet your project needs, whether that's parcel data updates, GIS administration training, Esri solution configuration, and more:

- GIS needs assessment and planning

- Esri Enterprise implementation & support
- System architecture
- Geodatabase/SQL management
- Workflow automation
- GIS data development
- GIS data conversion
- ArcGIS Online support
- Esri solution configuration
- Custom application development
- Desktop GIS support
- Training

## Why purchase Block Support from Pro-West?

- Assurance that your projects will be scheduled at a time that works for you
- Single line item for all your GIS services - no need for individual project estimates
- Cost-effective pricing
- Upgrade plans if your needs change
- Access to exclusive learning content through Pro-West's **Local Government LIVE** program

## What is the cost of a Block Support package?

Costs are provided on page 2.

## What if I need more hours than I expected?

Pro-West has carefully designed upgrade plans that allow clients to purchase the hours they need while retaining the cost-effectiveness and flexibility of their original block support package.

Pro-West's goal is to make your organization successful with location technology. We will make sure you have the right support, at good value pricing, to get there.

[Ask us](#) for more details.



January 17, 2025

Joe Matthews  
La Habra Heights County Water District  
1271 North Hacienda Rd  
La Habra, CA 90631

Dear Joe,

The Esri Small Utility Cloud-Based Enterprise Agreement (SUCBEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.
- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility Cloud-Based EA offer are for utilities with a total meter count which falls under the applicable tier in the EA Small Utility Cloud-Based Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY CLOUD-BASED EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri  
Attn: Customer Service SUCBEA  
380 New York Street  
Redlands, CA 92373-8100

e-mail: [service@esri.com](mailto:service@esri.com)  
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Raed Aldbagh



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 5/5/2025 To: 11/1/2025*

## Quotation # Q-547965

Date: May 5, 2025

Customer # Contract #

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

ATTENTION: Joe Matthews  
PHONE: (562) 697-6769  
EMAIL: joe@lhhcwcd.com

Material	Qty	Term	Unit Price	Total
178556	1	Year 1	\$5,500.00	\$5,500.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				
178556	1	Year 2	\$5,500.00	\$5,500.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				
178556	1	Year 3	\$5,500.00	\$5,500.00
Meter Counts of 0 to 10,000 Small Utility Cloud-Based Enterprise Agreement Annual Subscription				

Subtotal:	\$16,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (Surface Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$16,500.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:**  
Raed Aldbagh

**Email:**  
raldbagh@esri.com

**Phone:**  
(909) 369-5764 x5764

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

ALDBAGHR

**This offer is limited to the terms and conditions incorporated and attached herein.**



**Esri Use Only:**  
 Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**SMALL ENTERPRISE AGREEMENT  
 SMALL UTILITY CLOUD-BASED  
 (E215-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A  
 List of Products**

**Uncapped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b> ArcGIS Online Viewer User Types	
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**Capped Quantities (annual subscription)**

<b>ArcGIS Online User Types</b>		<b>ArcGIS Online Apps and Other</b>	
ArcGIS Online Creator User Type	10	ArcGIS Online Service Credits	5,000
ArcGIS Online Professional User Type	10		
		<b>ArcGIS Online Apps and Other</b>	
		ArcGIS Insights for ArcGIS Online	1

**Other Benefits**

Number of Tier 1 Help Desk individuals authorized to call Distributor	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

Printed Name: \_\_\_\_\_

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

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

#### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_

## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## **4.0—PRODUCT UPDATES**

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## **5.0—MAINTENANCE**

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### **a. Tier 1 Support**

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### **b. Tier 2 Support**

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## **6.0—ENDORSEMENT AND PUBLICITY**

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## **7.0—ADMINISTRATIVE REQUIREMENTS**

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## **8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT**

### **8.1 Orders, Delivery, and Deployment**

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
  - d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
  - b. The following information will be included in each Ordering Document:
    - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
    - (2) Order number
    - (3) Applicable annual payment due

## **9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES**

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**DISCUSS AND ADOPT WATER  
REPLENISHMENT DISTRICT PFAS  
REMEDIATION PROGRAM  
PARTICIPATION AGREEMENT**

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**LA HABRA HEIGHTS COUNTY WATER DISTRICT**

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**MEMORANDUM**

**DATE: JULY 22, 2025**

**TO: BOARD OF DIRECTORS**

**FROM: JOE MATTHEWS, SECRETARY/GENERAL MANAGER**

**SUBJECT: WRD PFAS REMEDIATION PROGRAM AGREEMENT**

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Please see attached WRD PFAS Remediation Program Agreement for discussion and possible adoption.



**WRD PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT**  
**[INSERT PUMPER NAME] LA HABRA HEIGHTS COUNTY WATER DISTRICT AND**  
**ORCHARD DALE WATER DISTRICT**

**Commented [JM1]:** WRD wants individual agreements for production. I met with Ed from ODWD and he agreed we should have 1 agreement. Separate agreements expose us to liability if WRD demands repayment of funds.

This PFAS REMEDIATION PROGRAM PARTICIPATION AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") by and between the WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA, a California Special District organized and existing pursuant to the Water Replenishment District Act, California Water Code Section 60000 et. seq. ("WRD"), and ~~Insert Pumper Name~~Insert Pumper LA HABRA HEIGHTS COUNTY WATER DISTRICT & ORCHARD DALE WATER DISTRICT ("Pumper<sup>1</sup>"). WRD and Pumper<sup>1</sup> are each a "Party" and collectively "Parties" to this Agreement.

A. WRD manages the West Coast and Central Groundwater Basins ("Basins") in Los Angeles County in order to support a variety of beneficial uses. Much of the potable water supply currently used within WRD's 420-square mile service area ("district") is pumped groundwater. The Water Replenishment District Act ("WRD Act") in the California Water Code authorizes WRD in Section 60220 et. seq. to take actions for the purpose of protecting and preserving the groundwater supplies within the district for beneficial use, a district may take any action, within the district, including but not limited to, capital expenditures to protect and preserve groundwater supplies.

B. A group of man-made substances known as per- and polyfluoroalkyl substances ("PFAS"), which include perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS"), have been used in numerous consumer and industrial products since the 1940s.

C. Pumpers are governmental agencies (or a regulated public utility) that operate public water systems for the purpose of delivering potable water. The drinking water they supply is obtained by pumping groundwater from Water Producing Facilities within the Basins.

D. Beginning in early 2020, the State of California, specifically the State Water Resources Control Board ("SWRCB") Division of Drinking Water ("DDW"), established Response Levels ("RL") of 10 parts per trillion ("ppt") for PFOA, 40 ppt for PFOS, 5,000 ppt for perfluorobutane sulfonic acid ("PFBS"), and 20 ppt for perfluorohexane sulfonic acid ("PFHxS"). Assembly Bill 756, codified at Health and Safety Code Section 116378, and effective January 1,

<sup>1</sup> "Pumper" means a listed public agency (and any regulated public utility) identified herein, and groundwater pumper, that extracts groundwater from the Basin(s) via "Water Producing Facilities" (as that term is defined in Section 60018 of the California Water Code), and who are adversely impacted by PFAS in one or more Water Producing Facilities they own or operate.

2020, requires that community water systems, including Pumpers, either notify their customers of PFAS detections exceeding RLs or remove from service drinking water sources with PFAS exceeding RLs.<sup>2</sup> On August 27, 2020, the SWRCB issued orders (General Order 2020-003-DDW) to many water producers, including Pumpers, requiring that they test the drinking water they supply for PFAS.

E. In July 2021, the State of California Office of Environmental Health Hazard Assessment established Public Health Goals (“PHGs”) of 0.007 ppt for PFOA and 1 ppt for PFOS.

F. On April 10, 2024, the United States Environmental Protection Agency (“EPA”) established national drinking water standards, i.e. Maximum Contaminant Levels (“MCLs”), for six PFAS, including PFOA, PFOS, PFHxS, PFBS, perfluorononanoic acid (“PFNA”), and hexafluoropropylene oxide dimer acid (“HFPO-DA”, commonly known as GenX Chemicals). An MCL of 4 ppt was established for PFOA and PFOS individually, and an MCL of 10 ppt was established for PFHxS, PFNA, and HFPO-DA, individually. In addition, a Hazard Index of 1.0 (unitless) was established for mixtures containing two or more of PFHxS, PFBS, PFNA, and HFPO-DA. These MCLs are legally enforceable limits in drinking water and all public water systems must monitor for these PFAS.

G. PFAS compounds create a unique groundwater contamination issue that impacts many Pumpers. Without any action, PFAS-impacted groundwater may migrate, affecting other Water Producing Facilities and larger portions of the Basins.

H. The Parties desire that the Basins continue to provide a groundwater supply of suitable quality to allow for the continuation of all existing and potential beneficial uses, and that complies with all State and Federal standards and relevant advisory levels. Quick and effective actions by WRD, in concert with Pumpers, are needed to remove or treat PFAS to meet established regulatory limits while also preventing the spread of PFAS contamination to other portions of the Basins.

I. The Parties recognize the necessity and commit to a high level of coordination to expeditiously design, construct, and operate PFAS treatment systems (“Treatment Systems”) to remove PFAS from the Basins where PFAS is detected in Water Producing Facilities.

J. Treatment of groundwater containing PFAS helps mitigate the spread of contamination in the Basins and provides for the use of groundwater which serves as the most reliable and cost-efficient source of water, further decreasing our dependence on water imported from Northern California and the Colorado River.

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<sup>2</sup> DDW’s February 2020 guidance directs community water systems to test for PFAS using EPA Method 537.1 and notes that DDW defines PFAS “as those analytes included in EPA Method 537.1.”

K. As a result of the Federal MCLs for PFAS and potential issuance of new regulatory limits for other PFAS, some Pumpers have lost, or are anticipated to lose pumping capacity in one or more Water Producing Facilities due to the detection of PFAS. Given the magnitude of the PFAS problem within the Basins, and WRD's desire to improve and protect the quality of groundwater supplies within the district so that groundwater may be beneficially used, WRD established, and is implementing through this Agreement and other actions, the PFAS Remediation Program ("Program"), which allows WRD to assist Pumpers with Water Producing Facilities within the Basins to treat groundwater containing PFAS by funding, contracting, and cooperating with Pumpers to design and construct wellhead Treatment System(s) such that groundwater quality will be improved, and Pumpers can continue to beneficially use groundwater from the Basins after treatment for drinking water purposes.

**Commented [JM2]:** Add that neither LHHCWD, nor ODWD lost any pumping capacity, and instead, maintained our reliance on groundwater from the basin, as we chose to inform residents of PFAS findings rather than remove our wells from service.

L. WRD has the authority under California Water Code Section 60224 "for the purpose of protecting and preserving the groundwater supplies within the district for beneficial uses, a district may take any action, within the district, including, but not limited to, capital expenditures and legal actions, which in the discretion of the board is necessary or desirable to accomplish any of the following: (a) Prevent contaminants from entering the groundwater supplies of the district, whether or not the threat is immediate; (b) Remove contaminants from the groundwater supplies of the district; (c) Determine the existence, extent, and location of contaminants in, or which may enter, the groundwater supplies of the district; (d) Determine Persons, whether natural persons or public entities, responsible for those contaminants; (e) Perform or obtain engineering, hydrologic, and scientific studies for any of the foregoing purposes." WRD hereby takes the actions contemplated in this Agreement pursuant to the authority conferred by the referenced section and its powers as provided by the WRD Act.

M. WRD has determined that certain portions of the Basins in the vicinity of Pumper-s\_ Water Producing Facilities are contaminated with PFAS, and that entering into this Agreement with Pumpers\_ will encourage beneficial use of groundwater impacted by PFAS that would otherwise not be used while improving the quality of water supplies within the district.

**Commented [JM3]:** This statement is incorrect. Both LHHCWD and ODWD have continued to use 100% groundwater in our systems rather than shutting our wells down or reducing production. This is important to our argument that we should not be asked to increase our production, as we already sell 100% groundwater to our rate payers.

N. WRD and PumperS mutually desire to enter into this Agreement pursuant to the WRD Act to document the Program responsibilities of the Parties in the construction and operation of Treatment System(s) that will be used to treat or remove PFAS, thereby improving the quality of groundwater supplies within the district.

O. This Agreement sets forth the terms and basis for the WRD PFAS Remediation Program and the requirements for participation in the Program.

**Commented [JM4]:** Need to add definition of and explanation that LHHCWD & ODWD are bound by our Joint Facilities Agreement and include our JFA as an Exhibit. Without this, this agreement makes both LHHCWD and ODWD assume liabilities of the other agency.

~~O.P.~~

**The Parties therefore agree as follows:**

1. The Recitals above are deemed true and correct and are hereby incorporated in this Agreement as though fully set forth herein. The Parties agree that the actions that will be taken pursuant to this Agreement are reasonable and necessary to accomplish the goals and objectives of the WRD Act.

**2. PURPOSE.**

2.1 Facilitation of Basins-Wide Treatment. WRD and Pumper~~s~~ intend to facilitate treatment of the Basins' groundwater which has been impacted by PFAS. WRD will coordinate and fund planning and treatment efforts pursuant to the terms of this Agreement.

**Commented [JM5]:** Maybe this is the place to say Basin-Wide Treatment should be paid for by WRD.

2.2 PFAS Compounds and Reopener. The Parties recognize the necessity of and commit to a high level of coordination to expeditiously design, construct, and operate Treatment System(s) to remove PFAS from the Basins where PFAS is detected in a Pumper's (existing or anticipated) Water Producing Facilities that exceed an applicable RL or MCL. The Parties acknowledge that additional compounds within the PFAS family may become regulated during the term of this Agreement.

**3. PROGRAM.**

3.1 Participation Options.

If it is determined by WRD that Pumper and the design and construction of a Treatment System(s) to remediate Pumper's PFAS-impacted drinking water well(s) ("Project") is eligible for funding under this Program, there are two options for participation, as designated in the Specific Project Details attached hereto as **Exhibit A**:

1. Funding Support Project: Pumper directly designs and constructs Treatment System(s) to remediate their impacted drinking water well(s), and WRD shall provide funding only, either as a lump sum reimbursement at Project completion and close out, or through the issuance of monthly reimbursements in accordance with Exhibit A. Thus, Pumper shall be reimbursed by WRD for pre-approved Treatment System design and construction ("Pumper-Built") costs expended by Pumper.
2. Turnkey Project: The Turnkey Project option is available only to public agencies serving a Disadvantaged Community ("DAC") as defined by

Water Code 79505.5. Upon determination of Pumper eligibility and approval by WRD, WRD shall provide management, planning, design, and construction of Treatment System(s) for Pumper's PFAS-impacted drinking water well(s). WRD shall fund all capital ("WRD-Built") costs up to the funding amount that is awarded to Pumper through the Program. Pumper is responsible for paying any and all Project costs that exceed the amount awarded through the Program.

### 3.2 Program Funding.

The two participation options identified above shall be governed by the conditions described below and the provisions set forth in the Specific Project Details attached hereto as Exhibit A. In the event that the specifics contained in Exhibit A are inconsistent with the provisions of this Agreement, the specifics in Exhibit A shall control.

1. Funding shall be based on the most recent three (3) full water year average of pumping (July 1 to June 30) ("Water Year") from the affected well(s) as reported to Watermaster. In the event that the subject well(s) has been shut down due to PFAS, the funding shall be based on a two-year average of pumping reported to Watermaster from the affected well(s), utilizing the most recent two years of operation. For any well, including a new well, that does not have a full Water Year of historical production or if Pumper plans to reduce or increase production of an existing well, WRD and Pumper shall meet and confer to determine the appropriate level of production for such well that will be considered in determining funding to be provided under this Agreement.
2. Funding shall be based on the following formula:  
Pumping average (as reported to Watermaster) x \$1,000 per acre foot = Funding Amount. At the sole discretion of WRD, the funding amount may be decreased or increased if additional funding is available, as detailed in Exhibit A.
3. All funding under this Program shall be subject to a five million dollar (\$5,000,000) limit per Pumper. WRD recognizes LHCWD and ODWD as separate and individual entities bound by their Joint Facilities Agreement and as individual pumpers within the basin, so that this funding agreement shall be subject to combined total of ten million dollars (\$10,000,000) or (\$5,000,000 per pumper).

4. Pumpers shall be responsible for any and all operations and maintenance costs and any costs not specifically provided for in the Program. This Program is for capital costs only for the design and construction of the Treatment System(s).
5. If at any point during the Project, the total Project cost exceeds the original estimate provided by Pumpers, WRD shall send to Pumper notice of its intent to withhold 5% of the total funding amount until Project completion to ensure cost sharing through the end of the Project. WRD shall cover the exceeded cost, provided that the Pumpers inform WRD on a timely manner and provide documentation to clarify differences between cost estimate and actual contracted costs.

**Commented [JM6]:** Should we include language that says we will not treat any water other than the amount we withdraw from the basin, based on our rate payers usage?

### 3.3 Additional Conditions for Funding Applicable to both Project Options:

1. Provision of licensed engineer's condition assessment as to the condition of the affected well(s) and the associated distribution system, and viability for operation through the requirements of this Program. A condition assessment will be completed prior to the completion of Treatment System design.
2. Requirements as set forth in this Agreement and the specific requirements of the Project option selected.
3. The governing body of WRD Pumper shall adopt a Financial Capability Resolution ("Resolution") that certifies that WRD Pumper has adequate financial reserves and ability to cover any and all costs in excess of the Program funding identified in Section 3.2 of this Agreement. A ~~template for the Resolution shall be provided to Pumper by WRD.~~ The adopted Resolution shall be a stand-alone resolution with language that may not be altered from the language provided in the template. ~~No reimbursements shall be made to Pumper until the adopted Resolution is submitted to WRD.~~
4. Pumper shall submit to WRD a completed PFAS Funding Application ("Application") that is signed and dated prior to executing this Agreement. The final completed Funding Application shall be attached to this Agreement as **Exhibit B**. WRD shall utilize the completed

**Commented [JM7]:** WRD should agree to pay the entire cost, including any necessary and unforeseen overages, which we will provide documentation supporting the change, such as State Water Board requirements, contractors qualified bids exceed our engineer's estimate of costs, etc.

Application to initiate the review process and determine eligibility for funding. Pumper shall ensure that their Application contains accurate and complete information in order to avoid delays in processing their funding request.

5. Should the Project scope or cost (see **Exhibit C**) be reduced from what was specified in the Funding Application, Pumper may be subject to a reduction in Program funding. Pumper shall submit a revised PFAS Funding Application to WRD. Upon receipt, WRD shall review the revised Funding Application and determine if any reduction in Program funding is required in relation to the revised Funding Application in accordance with the Program conditions.

#### **4. TURNKEY PROJECT (“WRD-BUILT”).**

The provisions of this Section 4 apply to Treatment Systems that are designed and constructed by WRD using Program funding described in Section 3. Upon receipt of a completed Funding Application and request by Pumper for a Turnkey Project, WRD shall determine eligibility for funding as a Turnkey Project and if qualified and approved, a Memorandum of Understanding (“Turnkey MOU”) shall be executed between WRD and Pumper to allow WRD to initiate and complete a preliminary design of the proposed Treatment System(s) and develop an Engineer’s Estimate<sup>3</sup> for the entire proposed Project. The Turnkey Project shall be governed by the conditions described below and the provisions set forth in the Turnkey MOU attached hereto as **Exhibit D**. WRD shall utilize the Engineer’s Estimate of the proposed Project, as well as other conditions stipulated by the Program to calculate the funding amount, and this Agreement will be executed upon approval by the WRD Board of Directors. All Turnkey Projects completed by WRD shall be delivered via a Design-Bid-Build<sup>4</sup> process under a mutually agreed upon Project schedule approved by the Parties.

4.1 **Funding.** WRD shall fund the reasonable cost to design and construct the Treatment System(s) subject to Program funding limitations described in Section 3.2, except for costs as described in Section 4.3. All costs expended by WRD for the preliminary design and development of the Engineer’s Estimate, including WRD’s labor and their consultant costs, shall be deducted from the approved funding amount. If the remaining Project costs exceed the funding

<sup>3</sup> An Engineer’s Estimate is a cost estimate prepared by a licensed engineer to specify the probable cost of the proposed PFAS remediation project based on the results of the preliminary design.

<sup>4</sup> Design-Bid-Build is a traditional construction project delivery method that involves the completion of three distinct phases in this sequence: 1) design, 2) construction bidding, and 3) construction. Construction does not begin until the design process is complete (and a bid accepted), so there is no overlap between design and construction. Thus, there are distinct separate contracts for the design and construction of the Treatment System(s).

amount, then Pumper shall be responsible for any and all Project costs in excess of the funding amount. A Financial Capability Resolution shall be adopted by Pumper at the same time as this Agreement in order to ensure that Pumper has sufficient financial capacity and ability to cover any and all costs in excess of the funding amount.

4.2 CEQA/NEPA. In connection with the proposed Treatment System(s) for impacted well(s), the Parties agree that Pumper shall act as lead agency for CEQA/NEPA compliance. All aspects of CEQA/NEPA compliance shall be borne by Pumper.

4.3 Property Acquisition, Entitlements, and WRD Access.

A. Land and Rights of Way. Pumper shall secure at its expense any land and/or right of way necessary to construct the Treatment System(s).

B. Entitlements. Pumper shall obtain at its expense all land use entitlements and permitting necessary to construct the Treatment System(s).

C. Property Conditions. WRD will have no obligation to design or construct any Treatment System until Pumper has demonstrated it has obtained lands and land use entitlements sufficient to permit construction of the Treatment System(s).

D. Property Rights. Pumper shall provide WRD with temporary property rights over any site necessary for construction, staging, and laydown for the Project. At no cost to WRD, these temporary property rights will be in the form of a license, temporary construction easement, or other property right sufficient to provide for WRD's control of the site during construction.

4.4 Design. WRD shall consult with and seek input from Pumper on the design and construction of the Treatment System(s). Pumper shall support and assist WRD in hiring design consultants and designing the Treatment System(s), but WRD will have reasonable authority and discretion to determine the final design. If Pumper desires to construct additions or enhancements to the Treatment System(s) or Project site beyond what WRD determines as appropriate under this Program, Pumper shall be responsible for any and all costs for this portion of the Project. The level of treatment selected by WRD must allow Pumper to treat regulated PFAS to comply with RLs or MCLs, unless special circumstances dictate an alternative approach.

4.5 Advertising and Award of Construction Contracts. WRD shall advertise, where required by the WRD Act, and award construction contracts for construction of the Treatment System(s). Pumper shall support and assist WRD in these efforts and shall expeditiously provide, at no cost to WRD, any documents necessary for procurement and construction.



4.6 Administration and Inspection. WRD will administer the necessary contracts to construct the Treatment System(s), including reviewing and responding to contractor requests for information or requests for clarification, reviewing and approving shop drawings, and filing a Notice of Completion with Los Angeles County. WRD shall provide all construction management and inspection for the Treatment System(s).

4.7 DDW Permit Assistance. WRD will support and assist Pumper with technical information in modifying Pumper's DDW operating permit to account for and authorize the new Treatment System(s) as part of Pumper's public water system. Pumper will be solely responsible for any and all DDW permit compliance.

4.8 Transfer of Treatment System(s). Upon filing the Notice of Completion for the Project, WRD will transfer the constructed and operating Treatment System(s) to Pumper with an appropriate legal instrument and a quitclaim of any property rights obtained under Section 4.3. WRD shall provide Pumper with copies of all applicable Operation and Maintenance ("O&M") manuals and record drawings for the Treatment System(s) in WRD's possession. WRD shall also transfer to Pumper any manufacturer's warranties on equipment included in the Treatment System.

4.9 Warranty, Post-Construction Remedies. WRD shall assist with any construction defect claims not attributable to the negligence or willful misconduct of Pumper for one year after the date of filing of the Notice of Completion. The Parties shall also, to the extent they deem prudent, jointly pursue any statutory construction defect remedies against third-party designers and contractors.

4.10 Operations and Maintenance of Treatment System(s) by Pumper. Upon Pumper's receipt of the legal instrument and quitclaim of property rights, Pumper shall be solely responsible for ensuring the proper operation, maintenance, and repair of the Treatment System(s). All funding under this Program are not applicable to operations and maintenance costs.

## **5. FUNDING SUPPORT PROJECT ("PUMPER-BUILT").**

The provisions of this Section 5 apply to Treatment System(s) that Pumper elects to design and construct directly with Program funding identified in Section 3.

5.1 As a requirement for a Funding Support Project, Pumper<sub>s</sub> must have a designated licensed professional engineer responsible for all project management and oversight (aside from any design engineer retained for the Project).

5.2 WRD Acceptance of Design. Pumper<sub>s</sub> shall hire their own licensed engineers, designers, consultants, contractors and comply with all applicable public procurement

requirements. Pumpers shall submit to WRD the results of their condition assessment, all procurement documents, and conceptual design with all applicable analysis and basis for the Treatment System(s). WRD shall review and provide acceptance of Program compliant designs in writing within thirty (30) days. All designs to the extent possible should be scalable in a manner to address compliance with future requirements. Once conceptual design of Pumper's proposed Treatment System(s) is approved by WRD, Pumper will coordinate with WRD in the planning and final design of the Treatment System. Pumpers shall then prepare and submit the final design to WRD for approval. WRD shall participate in Pumpers's project meetings as necessary to obtain WRD's final approval of the Treatment System(s) in an expeditious manner so as not to delay Pumpers's design and construction of the Treatment System(s). WRD shall review and approve the final design, if deemed reasonable and effective, in writing, within thirty (30) days of receiving the final design and construction documents from Pumpers. WRD shall have the right to place reasonable conditions on the final design for approval.

**Commented [JM8]:** WRD shall be liable for all increased costs to the extent that WRD changes the plan or scope of the project after the District advertises bids for procurement of equipment, as required by EPA grant.

**5.3 Construction.** Upon WRD's approval of the final design, Pumpers shall advertise, award, and ensure timely completion of all necessary contracts to construct the Treatment System(s) in accordance with all applicable laws and procurement regulations. Pumpers shall notify WRD upon the award of the construction contract and upon recording the Notice of Completion with Los Angeles County. Pumpers shall retain a construction manager, independent of the design engineer/firm, for the Project and said construction manager shall share information and reports with WRD upon request. If Pumpers has a certified construction manager on staff, Pumpers may utilize said staff member after providing WRD with proof of certification.

**5.4** Pumpers shall contract directly with all entities required to construct their own Treatment System(s). WRD will not provide any assistance other than the funding identified in Section 3. Usage of the Program funding shall be limited to capital costs only. Any funds used for non-capital costs shall be refunded to WRD and shall be subject to cost recovery actions by WRD, with Pumper responsible for any and all costs borne by WRD in such action.

**5.5 Funding.** WRD shall provide funding in the form of reimbursement to Pumper at either completion of the Project or in the form of monthly reimbursements. If Pumpers desires monthly reimbursements, then Pumpers must submit billings to WRD each month for eligible expenses with backup documentation. Review and payment of the submission shall be conditioned on the receipt of documentation to the satisfaction of WRD evidencing the work completed and payment by Pumpers to the vendor/consultant/contractor for the reimbursement sought. If applicable and specified in Exhibit A, WRD shall withhold a five percent (5%) retention on each payment made and shall release said retention within sixty (60) days of completion of construction and demonstration of successful operations and compliance and satisfaction of any and all WRD requests and compliance with the terms of this Agreement and the terms of any other Program documents. Project retention shall not apply when the Pumper has selected one lump sum reimbursement at completion of the Project.

## 6. PROGRAM OPERATIONS & MAINTENANCE OBLIGATIONS.

### 6.1 Twenty (20)-Year Term.

- A. Pumpers shall maintain ~~groundwater—100 percent groundwater~~ production, unless unforeseen water system operations and maintenance will not allow, production to meet the “Annual Pumping Requirement” as specified in Exhibit A for a minimum period of twenty (20) years following the filing of the Notice of Completion.
- B. Pumpers shall operate, maintain, and repair the Treatment System(s) for the earlier of:
  - (1) Twenty (20) years following the filing of the Notice of Completion; or
  - (2) Until water produced from the remediated well(s) meets, without treatment, RLs or MCLs for PFAS.

### 6.2 Operating Standards.

A. WRD recognizes that in the normal course of operating a water system, the Treatment System(s) and impacted well(s) may need to be turned off for routine maintenance, seasonal demands, emergencies, accommodating in-lieu imported water deliveries, and major repairs. Pumpers agree to operate the Treatment System(s) in a manner consistent with industry standards and take actions in the same manner as a reasonably prudent water system operator, with the understanding that the Treatment System(s) funded by WRD is intended to be regularly used for daily treatment of groundwater as long as PFAS is detected in the treated well(s) at concentrations that exceed an RL or MCL. The Parties understand and agree that Treatment System(s) constructed or funded by WRD are not intended to be used as “stand by” treatment systems. WRD understands and agree that the raw water reservoir used to store the pumpers shared allotment of groundwater, per the pumpers JFA, will be out of service for a period of time required to fully rehabilitate the reservoir in the near future. During said rehabilitation, no groundwater will be extracted from the basin from either pumper.

B. Pumpers agree to and must produce 100 percent of each system’s annual usage from the affected basin, except in emergency circumstances that require other source water to fulfill the pumpers annual usage, the pumping volumes as identified in Item 4 in Exhibit A. ~~Annual Pumping Requirement. For the purposes of determining compliance with the Annual~~

Pumping Requirement, a rolling average of the most recent three (3) full water years since initiation of PFAS treatment shall be used.

C. By August 31<sup>st</sup> of each year, Pumpers shall file an annual report with WRD on compliance and operation of the Treatment System(s) and impacted well(s), including at a minimum, the amounts of water produced and treated, groundwater percentage of each system's annual usage ~~production~~ to meet the Annual Pumping Requirement, and quantity of PFAS removed from the water produced in the prior Water Year. This annual report shall be submitted to WRD each year for the entire period of the 20-year term, as discussed in Section 6.1.

D. If Pumpers does not produce the 100 percent groundwater Annual Pumping Requirement, as identified in Exhibit A, Pumpers must make a presentation to the WRD Budget Advisory Committee (BAC) and Technical Advisory Committee (TAC) explaining the circumstances that have led to the failure to produce the 100 percent groundwater Annual Pumping Requirement and describing a plan to reach compliance in the shortest time frame possible, or to adjust the 100 percent groundwater Annual Pumping Requirement and the terms of this Agreement based on applicable circumstances.

E. If Pumpers ~~are~~ is unable to achieve the requisite pumping required (i.e., under production) subject to any actions and adjustments made pursuant to Section 6.2(D), then Pumpers shall reimburse WRD for its funding pursuant to the terms of this Agreement within two (2) years as of the date the pumping default first occurred. The amount of reimbursement shall be calculated in accordance with Footnote 5 (see Section 9).

6.3 Compliance, Permits, Testing, Reporting. Pumpers shall obtain and comply with any and all regulatory permits, permissions, or approvals necessary to operate and maintain the Treatment System(s). Pumpers shall operate and maintain the Treatment System(s) in accordance with State and Federal regulatory requirements, prevailing industry standards, required maintenance practices, and equipment manufacturer recommendations and requirements. Pumpers shall perform required water quality testing and reporting to verify the successful operation of the Treatment System(s) to comply with all regulatory requirements. A failure to maintain compliance shall result in a default of the operations requirements outlined in this section. Pumpers shall also provide operational reporting as requested by WRD and described in Section 6.2.C. Annually, by August 31<sup>st</sup> each year, Pumpers shall provide an annual report describing the quantity of water pumped, treated, and served, and the levels of PFAS removed and entering the product water stream. Product water quality shall meet all regulatory and permitting requirements.

## 7. FINANCIAL.

### 7.1 Capital Costs – Payment and Reimbursement.

A. Reimbursement for Qualifying Work Completed. WRD will reimburse eligible capital costs expended by Pumpers<sub>s</sub> related to planning, design, construction, and start-up/commissioning of the Treatment System(s), except for and not limited to the costs for property rights, land use entitlements, additions, permits, Pumpers<sub>s</sub> staff time, other Project/site enhancements, operations and maintenance, or as otherwise described in this Agreement up to the identified funding amount. All requests for reimbursement of capital costs shall be deducted from the funding amount described in Section 3.2. Pumper shall be responsible for any and all costs and fees in excess of the funding amount.

B. Pumpers-Built Facilities—Reimbursement. WRD shall reimburse costs expended by Pumpers<sub>s</sub> for reasonable professional services as determined by WRD in its sole discretion for the planning, design, construction, and start-up/commissioning of the Treatment System(s) on the agreed upon payment basis. WRD shall issue reimbursements subject to the terms specified in Exhibit A to Pumpers<sub>s</sub> within thirty (30) days of receiving adequate documentation from Pumpers<sub>s</sub> in compliance with Section 5.5. Pumpers<sub>s</sub> shall maintain all records, backup, and Project information until Project completion and close out, pursuant to the terms of this Agreement.

- (1) Authorized capital expenses include, but may not be limited to:  
(a) Planning costs; (b) design costs; and (c) construction costs inclusive of start-up and commissioning, and (d) capital costs for the procurement of emergency backup power generator with sufficient power to run the treatments system in the even of a power shortage or emergency. WRD acknowledges pumpers are required by state law to possess and use emergency power generators and that a PFAS treatment system requires more power than the current standby emergency generator on site can produce.
- (2) Unauthorized expenses not eligible for reimbursement shall include, but is not limited to:  
(a) Pumpers<sub>s</sub>'s staff time; (b) direct or indirect overhead type expenses for staff; (c) costs not primarily attributable to Treatment System design and construction, (d) any and all costs related to operations and maintenance, existing systems, deferred maintenance, or existing site conditions, and (e) other miscellaneous costs deemed ineligible by WRD.

**Commented [JM9]:** In other words, the power requirements to run this treatment plant will cause us to break the law if they don't include emergency generators in the capital costs.

C. Submission Requirements. All reimbursement submissions shall be in the manner identified and requested by WRD, with all backup and documentation requested and specified by WRD. Final reimbursement shall only be issued upon receipt of the Notice of Completion that is filed by Pumper with Los Angeles County.

## 7.2 Grants.

A. WRD Sought. WRD may seek Federal, State, or other grant funding to offset costs of the PFAS Project contemplated by this Agreement. Pumper shall support and assist WRD, as requested by WRD, to obtain any grants that may be used by WRD to fund construction. Grant funds received by WRD will be used to fund WRD's costs of planning, design, and construction of the Treatment System(s), unless otherwise required by the terms of that grant. Pumper agrees to comply with any and all conditions imposed by any funding sources secured by WRD, including but not limited to Federal and WIFIA.

B. Pumper Support to WRD-Sought Grants. Pumper shall support and assist WRD in preparing any annual reports or documents necessary for WRD to comply with grants received for the PFAS Program. Subject to the requirements of this Section, no provisions in this Agreement will prevent a Pumper from applying for grants or loans from any source.

C. Pumper-Sought Funding. All Pumpers are encouraged to seek third-party funding for Treatment System-related expenses. If Pumpers receives any grants or other third-party funding beyond Pumpers's contribution to the total Project cost, Pumpers shall utilize these funds to reimburse WRD for its contribution to the Project.

7.3 Records Retention, Audit. The Parties shall keep and maintain all records, accounts, and reports relating to this Agreement for a period of at least ten (10) years after the completion of the Project, which shall be marked by the filing of the Notice of Completion with Los Angeles County. The Parties will have access to these records at any time during normal business hours upon ten (10) calendar days' notice. At its cost, any Party may audit the books, records and accounts of the Party relating to its performance of this Agreement, and the audited Party shall provide reasonable cooperation to the auditing Party in this regard.

## 8. RISK ALLOCATION.

### 8.1 Insurance.

A. Construction Activities. In the hiring of consultants and contractors to design and build the Treatment System(s), the hiring or contracting Party will have the other Party (WRD, if Pumpers-Built, or the designing/building Pumpers, if WRD-Built) included as an additional indemnitee and additional insured on the same basis and with the same limits in all contracts. The hiring Party will use the higher of the two Parties' standard limits for the purpose of coverage requirements. For example, in connection with a WRD-Built Treatment System, WRD shall have Pumpers named as an additional indemnitee and an additional insured in all consulting and construction contracts related to Pumper's Treatment System(s). In connection with a Pumpers-Built Treatment System, Pumper shall have WRD named as an additional indemnitee and an additional insured in all consulting and construction contracts. The hiring or contracting Party shall provide the other Party with proof of insurance, including additional insured endorsements.

B. Parties' Coverage. Pumpers shall take out and maintain in effect at all times during the term of this Agreement comprehensive general liability insurance in an amount not less than \$2 million per occurrence, for bodily injury, death and property damage associated with the construction and operation of the Treatment System(s) and impacted wells, naming WRD as an additional insured under such policy. An endorsement evidencing this insurance coverage shall be furnished to WRD prior to WRD or Pumper commencing construction of the Treatment System(s). The cost of insurance shall not be a reimbursable cost of the Project.

### 8.2 Indemnity.

#### A. By Pumpers:

(1) Pumpers shall defend, indemnify and hold WRD harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to person or property, losses, penalties, obligations, expenses or liabilities (collectively, "Claims") that may be asserted or claimed by any third party arising out of the performance or implementation of this Agreement by Pumpers.

(2) Pumpers shall indemnify, defend, and hold WRD harmless from any liability, or regulatory enforcement attributable, in whole or in part, to Pumpers's failure to properly operate and maintain the Treatment System(s) and impacted well(s).

B. By WRD:

(1) WRD shall defend, indemnify, and hold Pumpers harmless from and against any and all Claims that may be asserted or claimed by any third party arising out of the negligence or reckless performance or implementation of this Agreement by WRD.

8.3 Release and Hold Harmless.

A. Pumpers' Release of WRD.

(1) Pumpers hereby releases WRD, its officers, directors, employees, agents, and representatives, from any and all liability, known or unknown, arising out of, or otherwise attributable to the discovery and/or presence of PFAS in source water from the Basins, Pumper's Water Producing Facilities, and Pumper's potable or non-potable water system before, during, or after treatment. Such release shall include, but is not limited to, claims or litigation initiated by third parties against Pumper or WRD, and any other legal, administrative, or regulatory actions associated with WRD's performance of its obligations under this Agreement.

B. No Admission of Liability. Nothing contained herein shall be deemed an admission of liability by any Party to this Agreement.

8.4 PFAS Litigation.

A. WRD has commenced litigation against responsible parties, including chemical manufacturers of PFAS, in order to recover costs from persons responsible for placing PFAS into the stream of commerce and/or the environment where it could make its way into the Basins ("Damages"). Pumper shall support, coordinate, assist, and comply with all reasonable WRD requests regarding WRD's litigation.

B. Pumpers shall not assert claims against WRD in any litigation related to PFAS, or otherwise knowingly take positions that could result in WRD or other Pumpers incurring liability related to PFAS as a result of the position asserted by the Pumper in the Separate Litigation.

C. The Parties hereby agree that any monies provided by WRD to Pumpers pursuant to this Agreement shall be reimbursed (without interest) to WRD from any monetary recovery for PFAS Impacted Well(s) received by Pumper as a result of any litigation. The reimbursement shall be paid to WRD from any such recovery whether via judgment or settlement and it shall be reimbursed from Pumper's net monetary recovery, after the operations and maintenance costs for 20 years of treating PFAS contaminated groundwater is reduced from the recovery amount from said litigation. Pumper agrees to provide WRD with any and all information

**Commented [JM10]:** WRD holds the responsibility of cleaning and treating the basin, as mentioned in the beginning of this agreement. We should not be required to hold them harmless if they are not doing their job.

**Commented [JM11]:** Same as above



and documentation requested relating to the applicable litigation judgment or settlement. To the extent that Pumper's net monetary recovery does not exceed the monies provided by WRD as contemplated by Section 3.2 of this Agreement, Pumper shall proportionately reimburse WRD from its settlement or judgment for PFAS Impacted Well(s). The purpose of this provision is to ensure that under no circumstance shall Pumper either owe WRD for any reimbursement greater than any net monies that it receives as the result of a judgment or settlement arising from its pending litigation as defined herein, or recover for funds provided by WRD to Pumper pursuant to this Agreement. In addition, should Pumper fail to monetarily recover from the pending litigation for any reason, then Pumper shall not owe any reimbursement to WRD for monies paid to Pumper as part of this Agreement.

**Commented [JM12]:** This entire section needs revision. WRD should also be required to provide all of their potential settlement funds to pumpers who have an active PFAS treatment plant. Per Ken Sansone, our settlement funds will not be named as "for capital of building treatment plants" or "for operations and maintenance"

## 9. EXPIRATION AND TERMINATION.

This Agreement expires twenty (20) years from the filing of the Notice of Completion. Pumpers may terminate this Agreement upon providing ninety (90) days written notice to WRD. However, if Pumpers terminates this Agreement prior to the date of expiration, Pumper shall reimburse WRD for all of WRD's costs expended in relation to the Project using the methodology described in the Footnote<sup>5</sup> below plus any other reasonable expenses incurred by WRD as a result of the early termination. WRD may terminate this Agreement upon the provision of notice to Pumpers of a failure to comply with the terms of this Agreement or Program.

## 10. NOTICE.

Any notice, instrument, payment, or document required to be given or delivered under this Agreement shall be given or delivered by personal delivery or by depositing the same in a United States Mail depository, first class postage prepaid, and addressed to the appropriate Party. Notice under this Agreement may also be provided to such other address as any Party may direct in writing to the other. Service of any instrument or document given by mail will be deemed complete upon receipt if delivered personally, or forty-eight (48) hours after deposit of such

<sup>5</sup> The reimbursement to WRD from Pumper for costs expended by WRD for the Project is calculated as follows:  

$$\left[ \frac{[(\text{Annual Pumping Requirement (subject to any adjustment pursuant to Section 6.2)} \times 20\text{-year term}) - (\text{total water produced by Pumper pursuant to the terms of this Agreement})]}{(\text{Annual Pumping Requirement (subject to any adjustment pursuant to Section 6.2)} \times 20\text{-year term})}] \times (\text{final funding amount as specified in Exhibit A}) \right]$$
 See below for the equation.

$$\text{Reimbursement to WRD from Pumper for costs expended by WRD for the Project} = \left[ \frac{(\text{Annual Pumping Requirement in APY} \times 20 \text{ years}) - (\text{Total Water Produced in AP pursuant to this Agreement})}{(\text{Annual Pumping Requirement in APY} \times 20 \text{ years})} \right] \times (\text{Funding Amount per Exhibit A})$$

instrument or document in a United States mail depository, first class postage prepaid, and addressed as set forth above.

## 11. MISCELLANEOUS.

11.1 Further Assurances. The Parties shall execute and deliver any documents and cooperate in performing any acts necessary to further the intent of this Agreement.

11.2 Time is of the Essence. Time is of the essence in performing all obligations under this Agreement.

11.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which is an original. All signatures taken together will be considered as one and the same agreement.

11.4 Force Majeure. Upon written notice by a Party, the respective duties and obligations of the Parties will be suspended for the time period that performance by the Party is prevented or substantially impeded by riots, fire, flood, earthquakes, power outages, or terrorism.

11.5 Dispute Resolution. Any dispute arising from or relating to this Agreement shall be submitted to final binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The Parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The arbitrator will have no power to rewrite any of the terms of this Agreement. The Parties shall split the cost of the arbitrator's fee and any court reporter required by the arbitrator or if both Parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

11.6 Successors and Assigns. All of the terms, conditions, and provisions of this Agreement inure to the benefit of and will be binding upon WRD, Pumpers, and their respective successors and assigns.

11.7 No Implied Waivers. If any term, condition, or provision of this Agreement is breached by either Party and thereafter waived by the other Party, that waiver will be limited to the specific breach so waived, and will not be deemed either to be a continual waiver or to waive any other breach under this Agreement. No waiver of any provision of this Agreement shall be

effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

11.8 No Obligation to Third Parties. The approval, execution, and performance of this Agreement does not confer any rights upon any person or entity other than WRD and Pumpers. There are no third-party beneficiaries to this Agreement. Pumper's obligations under this Agreement are to WRD only, unless otherwise specifically stated herein (e.g., requirement to release or provide notice to other pumpers).

11.9 Nature of Relationship. This Agreement does not create, and will not be construed or deemed to create any agency, partnership, joint venture, landlord-tenant, or other relationship between WRD and Pumper except as specified in this Agreement.

11.10 Integration, Construction, and Amendment. This Agreement represents the entire understanding of WRD and Pumper as to the design and construction of Treatment System(s) for the PFAS-impacted well(s). No prior oral or written understanding will be of any force or effect with respect to those matters covered by this Agreement. This Agreement will be construed as if drafted by both WRD and Pumpers.

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

11.12 Severability. Each provision of this Agreement is severable from the whole. If any provision of this Agreement is found contrary to law, the remainder of this Agreement will continue in full force.

11.13 Authority.

A. Pumpers hereby agrees that funding provided by WRD per this Agreement is in furtherance of WRD's purpose of treating/purifying water in the Basins to facilitate beneficial use of locally produced groundwater in order to increase production of groundwater containing PFAS from the Basins—to levels typical prior to the setting of regulatory limits for PFAS, and that Pumpers's production of water from the Basins is in lieu of Pumper taking water from an alternative non-tributary source, thereby furthering WRD's efforts to remove or eliminate PFAS from the Basins.

B. By entering into this Agreement, each Party represents that it, and to the best of its understanding, have proper legal authority to enter into this Agreement and to fund the

**Commented [JM13]:** Need to revise entire section. We have an ability to use import water but WRD would benefit if we build the plant, because we are doing the work that is their responsibility. Neither LHHWD or ODWD can increase our production to accommodate WRD's goals, but we have maintained 100% groundwater production throughout the PFAS regulations.

work described herein. Each person executing this Agreement on behalf of a Party warrants that they are: (1) duly authorized to execute and deliver this Agreement on behalf of that Party, (2) by executing this Agreement, that Party is formally bound to the provisions of this Agreement, and (3) entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. No individual signing this Agreement shall have individual liability under this Agreement. As a condition of entering this Agreement, all Parties expressly waive any future challenge to the legal authority of the other Parties to enter into this Agreement, or to the authority of any other Party to fund the Project described in this Agreement.

11.14 Construction and Amendment. The terms of this Agreement will be construed in accordance with the plain meaning of the language used and will not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only and will not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing.

11.15 No Admissions. Nothing in this Agreement may be deemed an admission.

11.16 Effective Date, Binding Effect, and Termination. The date WRD executes this Agreement shall be the Effective Date of this Agreement. Each Party executing the Agreement thereafter shall be bound by, and benefit from, the terms of this Agreement on the date that the Parties execute the Agreement. No Party shall be bound by this Agreement until such Party has executed this Agreement, nor shall any Party that has executed this Agreement owe any contractual duty to any Party that has not yet executed this Agreement. The timelines referenced in Section 6.1 of this Agreement shall commence on the date Pumper executes this Agreement if such date is after the Effective Date. Prior to the distribution of any funding from WRD, if WRD determines that Pumpers have failed to adhere to the Program requirements specified in this Agreement, WRD shall issue a notice to comply and shall have the right to terminate this Agreement if Pumpers fails to comply with the terms of the notice.

11.17 Electronic Signatures. Any Party may execute this Agreement using an "electronic signature," as that term is defined in California Civil Code Section 1633.2, or a "digital signature," as defined by California Government Code Section 16.5. An electronic or digital signature will have full legal effect and enforceability. Nothing in this Agreement requires any Party to use or accept the submission of any subsequent or related document containing an electronic or digital signature where written notice is otherwise required by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first written above.

**WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Joy Langford

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Vera Robles DeWitt

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
**[INSERT PUMPER NAME] LA HABRA HEIGHTS COUNTY WATER DISTRICT AND  
ORCHARD DALE WATER DISTRICT ("PUMPER")**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**APPROVED AS TO FORM:**

Water Replenishment District of  
Southern California  
HEIGHTS COUNTY WATER DISTRICT & ORCHARD DALE WATER DISTRICT  
V2/10/25

21

PFAS Program Participation Agreement  
Insert Pumper Name Insert Pumper LA HABRA  
HEIGHTS COUNTY WATER DISTRICT & ORCHARD DALE WATER DISTRICT

**LEAL TREJO APC**

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Attorneys for the Water Replenishment  
District of Southern California

**EXHIBIT A  
SPECIFIC PROJECT DETAILS**

**1. PROJECT DELIVERY METHOD**

Pumper has elected to participate as a Funding Support Project or Turnkey Project.

**2. PROJECT DESCRIPTION**

The "Project" shall consist of the design and construction of a GAC or IX Treatment System for the removal of PFAS from [Pumper] Well(s) ?? ("Impacted Well(s)") . . . *SUMMARIZE PROJECT AND DESCRIBE PROJECT SCHEDULE*. Pumper has provided further details regarding the Project in the Funding Application, attached hereto as Exhibit B to this Agreement.

**3. FUNDING AMOUNT**

Based on the required submissions under the Program, WRD has authorized funding to Pumper in the amount not to exceed *DOLLARS IN WORDS* dollars (\$ \_\_\_\_\_), as shown as the Summary of Project Costs attached hereto as Exhibit C to this Agreement. This funding amount equates to \$ \_\_\_\_\_ per acre feet of *treatment capacity*. Based on the costs shown in Exhibit C, the "Reasonably Expected Maximum Principal Cost" has been determined by Pumper to be *DOLLARS IN WORDS* dollars (\$ \_\_\_\_\_).

**4. ANNUAL PUMPING REQUIREMENT**

Based on the required submissions under the Program, the Annual Pumping Requirement in accordance with Section 6 of this Agreement shall be the combined total of 100 percent of each system's annual water usage, as determined by usage reported in each system's electronic annual report to the state water resources control board, a minimum of \_\_\_\_\_ ~~acre feet per year (requisite pumping amount) for groundwater production from the Impacted Well(s) or all active wells in the entire distribution system (mention names of wells). For the purposes of determining compliance with the Annual Pumping Requirement, a rolling average of the most recent three (3) full water years since initiation of PFAS treatment shall be used.~~

**5. REIMBURSEMENT** *[only applicable to Funding Support Projects]*

In accordance with the requirements of a Funding Support Project, Pumper has selected ~~funding at completion of the project or in the form of monthly reimbursements.~~ Monthly reimbursements shall be equivalent to the proportion or percentage of Funding Amount to the Reasonably Expected Maximum Principal Cost, as shown by the formula below. This percentage is calculated to be \_\_\_\_\_. *The five percent (5%) retention shall not be applied.*

Monthly Reimbursement = Progress Payment Requested x (WRD Funding Amount / Reasonably Expected Maximum Principal Project Cost)

6. COMMENCED AND/OR COMPLETED CONSTRUCTION PROJECTS *[only applicable to Funding Support Project]*

The provisions contained in Section 8 of this Agreement that relate to Pumper's consultants and contractors shall not apply to Projects that are: 1) Currently under construction, or 2) Construction is completed. All provisions in Section 8 applying to Pumper shall remain enforceable obligations under this Agreement.

7. OTHER *[as needed]*

In satisfaction of other PFAS Remediation Program requirements not discussed above, Pumper shall provide a signed verification letter acknowledging compliance with the intent of these requirements. The letter must be in a form acceptable to WRD prior to receiving any funding under this Agreement. No reimbursements shall be released to Pumper until this signed verification letter is received by WRD.



**EXHIBIT B**  
**PFAS FUNDING APPLICATION**  
**(COMPLETED AND SUBMITTED BY PUMPER)**

**EXHIBIT C**  
**SUMMARY OF PROJECT COSTS**  
**(AS SPECIFIED IN THE FUNDING APPLICATION)**

**EXHIBIT D**  
**MEMORANDUM OF UNDERSTANDING REGARDING TURNKEY PROJECT**

[This Exhibit shall only exist if a Turnkey Project is conducted.]

Water Replenishment District of                      Exhibit D                      PFAS Program Participation Agreement  
Southern California                      ~~Insert Pumper Name~~ Insert Pumper LA HABRA  
HEIGHTS COUNTY WATER DISTRICT & ORCHARD DALE WATER DISTRICT