



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

October 8, 2025

**BOARD OF DIRECTORS**

**W. SCOTT KELLERMAN**  
Division 1

**DON WILSON**  
Division 2

**CYNTHIA SANCHEZ**  
Division 3

**KATHY MAC LAREN-GOMEZ**  
Division 4

**DEBBIE DINO**  
Division 5

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**DENNIS D. LaMOREAUX**  
General Manager

**ALESHIRE & WYNDR LLP**  
Attorneys

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**AGENDA FOR REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE PALMDALE WATER DISTRICT  
TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE**

**MONDAY, OCTOBER 13, 2025**

**6:00 p.m.**

**NOTES:** To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Danielle Henry at 661-947-4111 x1059 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Danielle Henry at 661-947-4111 x1059 with your request. (PWD Rules and Regulations Section 4.03.1 (c))

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Danielle Henry al 661-947-4111 x1059 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c))

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale or on the District's website at <https://www.palmdalewater.org/governance/board-activity/2025-meeting-agendas-minutes/> (Government Code Section 54957.5). Please call Danielle Henry at 661-947-4111 x1059 for public review of materials.

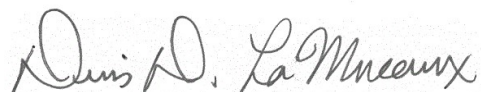
**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to conduct its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public Comments for Non-Agenda Items.

- 5) Presentations:
  - 5.1) Legislative Updates. (Public Affairs Director Shay/Representatives for Antelope Valley State Legislators)
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 6.1) Approval of Minutes of Regular Board Meeting held September 22, 2025.
  - 6.2) Approval of Minutes of Strategic Plan Special Meeting Workshop held September 29, 2025.
  - 6.3) Payment of Bills for October 13, 2025.
  - 6.4) Approval to Update Authorized Signers for Citizens Business Bank. (No Budget Impact – Finance Manager Iguaran)
  - 6.5) Approval to Ratify the General Manager’s Execution of the First Amendment to Communications Site Lease Agreement with Vertical Bridge for the Cell Tower Located at 805 East Avenue S. (No Budget Impact – Finance Manager Iguaran)
- 7) Action Items - Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 7.1) Consideration and Possible Action on Approval of Artificial Intelligence (AI) Policy. (No Budget Impact – Human Resources Director Garcia/Personnel Committee)
  - 7.2) Consideration and Possible Action to Approve Littlerock Reservoir Recreation Area Response to Angeles National Forest, San Gabriel Mountains National Monument District. (No Budget Impact – General Manager LaMoreaux)
  - 7.3) Consideration and Possible Action on Authorizing the General Manager to Enter Into a Professional Services Agreement with LSL Consultants for Accounting and Consulting Services. (\$20,000.00 – Not-to-Exceed – Non-Budgeted – Finance Manager Iguaran)
  - 7.4) Consideration and Possible Action on Authorizing Staff to Award a Contract to Kiley & Associates for Professional Services for Federal and State Advocacy and Engagement. (\$33,000.00 – Non-Budgeted – Assistant General Manager Rogers)
  - 7.5) Consideration and Possible Action on Award of Contract to Calgon Carbon Corporation for Granular Activated Carbon (GAC) Services. (Budgeted – Operations Manager Marcinko)
  - 7.6) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance Within Budget Amounts Previously Approved in the 2025 Budget:
    - a) None at This Time.
- 8) Information Items:
  - 8.1) Reports of Directors:

- a) Standing Committees; Organization Appointments; Agency Liaisons:
    - 1) Antelope Valley East Kern Water Agency (AVEK) Meeting – September 23. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)
    - 2) Personnel Committee Meeting – September 30. (Director Kellerman, Chair/President Mac Laren-Gomez/Director Dino, Alt.)
    - 3) Palmdale Fin & Feather Club Meeting – October 4. (Director Wilson/Director Kellerman, Alt.)
    - 4) Antelope Valley State Water Contractors Association (AVSWCA) Meeting – October 9. (President Mac Laren-Gomez/Director Wilson/Director Kellerman, Alt.)
  - b) General Meeting Reports.
- 8.2) Report of General Manager.
- a) Department Activity Updates:
    - 1) Human Resources Department. (Human Resources Director Garcia)
- 8.3) Report of General Counsel.
- 9) Board Members' Requests for Future Agenda Items.
- 10) Adjournment.



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DENNIS D. LaMOREAUX,  
General Manager

DDL/dh

**MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT, SEPTEMBER 22, 2025:**

*A regular meeting of the Board of Directors of the Palmdale Water District was held Monday, September 22, 2025, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District Office. President, Kathy Mac Laren-Gomez, called the meeting to order at 6:00 p.m.*

**1) Pledge of Allegiance/Moment of Silence.**

At the request of President Mac Laren-Gomez, Director Dino led the Pledge of Allegiance followed by a moment of silence.

**2) Roll Call.**

**Attendance:**

Kathy Mac Laren-Gomez, President  
Scott Kellerman, Vice President  
Don Wilson, Treasurer  
Cynthia Sanchez, Assistant Secretary  
Debbie Dino, Director

**Others Present:**

Dennis LaMoreaux, General Manager  
Paul Early, General Counsel  
Viri Iguaran, Finance Manager  
Jim Stanton, Information Technology Manager  
Danielle Henry, Executive Assistant  
1 member of the public

**3) Adoption of Agenda.**

It was moved by Director Kellerman, seconded by Director Sanchez, and unanimously carried by all members of the Board of Directors present at the meeting to adopt the agenda, as written.

**4) Public Comments for Non-Agenda Items.**

There were no public comments for non-agenda items.

**5) Presentations:**

**5.1) None at This Time.**

There were no presentations.

**6) Action Items – Consent Calendar: (The Public Shall Have an Opportunity to Comment on Any Action Item on the Consent Calendar as the Consent Calendar is Considered Collectively by the Board of Directors Prior to Action Being Taken.)**



- 6.1) Approval of Minutes of Special Board Meeting held September 8, 2025.**
- 6.2) Approval of Minutes of Regular Board Meeting held September 8, 2025.**
- 6.3) Payment of Bills for September 22, 2025.**

President Mac Laren-Gomez announced the items included in the Consent Calendar after which it was moved by Director Kellerman, seconded by Director Dino, and unanimously carried by all members of the Board of Directors present at the meeting to approve those items included in the Consent Calendar.

**7) Action Items - Action Calendar (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Board of Directors Prior to Action Being Taken.)**

**7.1) Consideration and Possible Action on Reorganization of the Board of Directors for the Positions of Secretary and Assistant Secretary. (President Mac Laren-Gomez)**

After a brief discussion of the open Secretary position, it was moved by Director Kellerman, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to approve nomination of Director Cynthia Sanchez as Secretary and Director Debbie Dino as Assistant Secretary of the Board of Directors.

Officers for the Palmdale Water District Board of Directors are as follows:

Kathy Mac Laren-Gomez, President  
Scott Kellerman, Vice President  
Don Wilson, Treasurer  
Cynthia Sanchez, Secretary  
Debbie Dino, Assistant Secretary

**7.2) Consideration and Possible Action on Annual Membership with Community Water Systems Alliance. (\$5,000.00 – Non-Budgeted – General Manager LaMoreaux)**

General Manager LaMoreaux provided an overview of the District's working relationship with Community Water Systems Alliance (CWSA) regarding Western Joshua Tree regulations and the benefits of the membership, and after a brief discussion

of CWSA'S current members, it was moved by Director Sanchez, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to approve the annual membership with Community Water Systems Alliance in the amount of \$5,000.00.

**7.3) Consideration and Possible Action on Approval of Resolution No. 25-7 Authorizing Staff Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs. (No Budget Impact – Potential Revenue – Assistant General Manager Rogers)**

General Manager LaMoreaux provided an overview of the proposed Resolution for application of grant funding that the Littlerock Reservoir recreation area may qualify for, after which it was moved by Director Dino, seconded by Director Kellerman, and unanimously carried by all members of the Board of Directors present at the meeting to approve Resolution No. 25-7 Authorizing Staff Blanket Authority to File Applications for Grant Funds from the Los Angeles County Regional Park and Open Space District for Measure A Funding for Projects and Programs.

Resolution No. 25-7 is hereby made a portion of the minutes of this meeting.

**7.4) Consideration and Possible Action on Approval of First Amendment to Communications Site Lease Agreement with Vertical Bridge for Cell Tower Located at 805 East Avenue S. (No Budget Impact – Potential Revenue – Finance Manager Iguaran)**

Finance Manager Iguaran provided an overview of the proposed Amendment with Vertical Bridge, including the term, the rate, and the additional revenue that would continue to support the District's Rate Assistance Program, after which it was moved by Director Wilson, seconded by Director Sanchez, and unanimously carried by all members of the Board of Directors present at the meeting to approve the First Amendment to Communications Site Lease Agreement with Vertical Bridge for Cell Tower Located at 805 East Avenue S.

**7.5) Consideration and Possible Action on Ratification of SCADA Radio Panel Replacements and Upgrades. (\$59,575.00 – Non-Budgeted – Project No. 24-616 – Information Technology Manager Stanton)**

Information Technology Manager Stanton provided an overview of the SCADA upgrade project and the need to replace panels at four locations that have reached the end of their useful life resulting in network vulnerabilities, and after a brief discussion of budget projections for future panel replacements, it was moved by Director Kellerman, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to approve ratification of SCADA radio panel replacements and upgrades in the amount of \$59,575.00.

**7.6) Adjourn to Palmdale Water District Annual Meeting of the Public Facilities Corporation. (President Mac Laren-Gomez)**

At 6:15 p.m., President Mac Laren-Gomez adjourned the Regular Meeting to the Palmdale Water District Annual Meeting of the Public Facilities Corporation. She reconvened the Regular Meeting at 6:20 p.m.

**7.7) Consideration and Possible Action on Authorization of the Following Conferences, Seminars, and Training Sessions for Board and Staff Attendance within Budget Amounts Previously Approved in the 2025 Budget:**

**a) United Water Conservation District's (UWCD) 2025 Water Sustainability Summit to be held October 16, 2025 in Oxnard.**

General Manager LaMoreaux provided a brief overview of the District's working relationship with United Water Conservation District and past participation in their annual Summits, after which it was moved by Director Dino, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to approve the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2025 Budget: United Water Conservation District's (UWCD) 2025 Water Sustainability Summit to be held October 16, 2025 in Oxnard.

**b) CSDA On-Demand Webinar: AI in 2025: Legal Landscape and Strategic Imperatives for Special Districts.**

General Manager LaMoreaux noted that the proposed webinar was added to the CSDA website after the Board's approval of the annual conference and training list in January, after which it was moved by Director Wilson, seconded by Director Kellerman, and unanimously carried by all members of the Board of Directors present at the meeting to approve the following conferences, seminars, and training sessions for Board

and staff attendance within budget amounts previously approved in the 2025 Budget: CSDA On-Demand Webinar: AI in 2025: Legal Landscape and Strategic Imperatives for Special Districts.

**8) Information Items:**

**8.1) Reports of Directors:**

**a) Standing Committees; Organization Appointments; Agency Liaisons:**

**1) Antelope Valley East Kern Water Agency (AVEK) Meeting – September 9. (Director Dino, Board Liaison/President Mac Laren-Gomez, Alt.)**

Director Dino reported that on September 9, she attended the AVEK Board Meeting along with President Mac Laren-Gomez where they approved a generous sponsorship of \$25K towards the second phase of the Antelope Valley Rural Museum.

**2) Finance Committee Meeting – September 16. (Director Wilson, Chair/Director Kellerman/Director Sanchez, Alt.)**

Director Wilson reported that on September 16, he attended the Finance Committee Meeting and that a written report was distributed.

**3) Palmdale Fin & Feather Club Meeting – September 20. (Director Wilson/Director Kellerman, Alt.)**

Directors Kellerman and Wilson reported that they attended the Palmdale Fin & Feather Club Meeting on September 20, which was subsequently cancelled.

**b) General Meetings Reports of Directors.**

Director Kellerman reported that on September 4, he attended a Board Briefing; that on September 8, he attended the Palmdale Water District (PWD) Regular Board Meeting; that on September 9, he attended a Littlerock Reservoir Ad Hoc Committee Meeting; that on September 16, he attended the Finance Committee Meeting; that on September 18, he attended a Board Briefing; that on September 19, he attended the BizFed Institute Annual Water Resiliency Summit in Whittier where they discussed Pure Water and Delta Conveyance Projects; and that on September 22, he is attending the PWD Regular Board Meeting.

Director Wilson reported that on August 14, he attended the AVSWCA Meeting where a presentation on the State Water Project Science Program was provided; that on August 18, he attended the Palmdale Recycled Water Authority (PRWA) Meeting where they discussed the future of PRWA; that on August 21, he attended a Strategic Plan Scoping Interview with Jennifer Liebermann; that on August 25-28, he attended the California Special Districts Association Annual Conference in Monterey and provided a recap on the speakers; that on September 4, he attended a Board Briefing; that on September 8, he attended the PWD Regular Board Meeting; that on September 16, he attended the Finance Committee Meeting; that on September 18, he attended a Board Briefing; and that on September 29, he will be attending the Strategic Plan Workshop.

Director Sanchez reported that on September 16, she attended the Finance Committee Meeting; that on September 18, she attended a Board Briefing; and that on September 19, she attended the BizFed Institute Annual Water Resiliency Summit.

Director Mac Laren-Gomez reported that on September 9, she attended a Littlerock Reservoir Ad Hoc Committee Meeting; that on September 9, she also attended the AVEK Board Meeting; that on September 11, she attended an Agenda Review Briefing; that on September 18, she attended a Board Briefing; that on September 19, she attended the BizFed Institute Annual Water Resiliency Summit; and that on September 22, she attended a Public Water Suppliers Meeting.

Director Dino reported that on September 8, she attended a Board Briefing; that on September 8, she also attended the PWD Regular Board Meeting; that on September 9, she attended the AVEK Board Meeting; that on September 11, she attended a New Director Briefing; that on September 15, she attended a Strategic Scoping Interview; that on September 16, she attended the Finance Committee Meeting; that on September 18, she attended a Board Briefing; and that on September 19, she attended the BizFed Institute Annual Water Resiliency Summit and that she was very impressed with the speakers and expressed that PWD is on the right track with Pure Water AV.

## **8.2) Report of General Manager.**

### **a) Department Activity Updates:**

**1) Information Technology Department. (Information Technology Manager Stanton)**

Information Technology Manager Stanton provided a detailed presentation of the Information Technology Department's current and projected activities including the Geographic Information Systems (GIS) network and infrastructure upgrades and migration, the SCADA project upgrades, the transition of video surveillance and alarm monitoring to Convergent, licensing for the display monitors, internet upgrades and staff training for the new phone system and stated that staff will be providing a brief GIS presentation at the next All-Hands Meeting.

**b) September 2025 Written Report of Activities through August 2025.**

General Manager LaMoreaux stated that a written report was provided with the agenda packet and highlighted the District's groundwater production rights and carry over water, the precipitation contributions in the Oroville and San Luis Reservoirs, and the California drought status.

**8.3) Report of General Counsel.**

General Counsel Early stated that three of the ten bill previously reported on have advanced to the Governor's desk including SB 72 regarding revisions to the California Water Plan, SB 394 regarding enhanced penalties for unauthorized use or tampering with fire hydrants, and SB 454 regarding establishment of a PFAS Mitigation Fund in the State Treasury.

**9) Board Members' Requests for Future Agenda Items.**

There were no requests for future agenda items.

**10) Adjournment.**

There being no further business to come before the Board, the meeting was adjourned at 6:47 p.m.

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Secretary

**MINUTES OF STRATEGIC PLAN SPECIAL MEETING WORKSHOP OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT, SEPTEMBER 29, 2025:**

*A Strategic Plan Special Meeting Workshop of the Board of Directors of the Palmdale Water District was held Monday, September 29, 2025, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. President, Kathy Mac Laren-Gomez, called the meeting to order at 8:30 a.m.*

**1) Roll Call.**

**Attendance:**

Kathy Mac Laren-Gomez, President  
Scott Kellerman, Vice President  
Don Wilson, Treasurer  
Cynthia Sanchez, Secretary  
Debbie Dino, Assistant Secretary

**Others Present:**

Dennis LaMoreaux, General Manager  
Scott Rogers, Assistant General Manager  
Viri Iguaran, Finance Manager  
Wendell Wall, Facilities Manager  
Shadi Bader, Engineering Manager  
Joe Marcinko, Operations Manager  
Jim Stanton, Information Technology Manager  
Angelica Garcia, Human Resources Director  
Claudia Bolanos, Resource and Analytics Dir.  
Judy Shay, Public Affairs Director  
Tara Rosati, Customer Care Supervisor  
Danielle Henry, Executive Assistant  
0 members of the public

**2) Adoption of Agenda.**

It was moved by Director Kellerman, seconded by Director Wilson, and unanimously carried by all members of the Board of Directors present at the meeting to adopt the agenda, as written.

**3) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.).**

**3.1) Workshop and Discussion on Palmdale Water District Strategic Plan Update Request for Proposals. (General Manager LaMoreaux/Jennifer Liebermann Consulting)**

Ms. Jennifer Liebermann of Jennifer Liebermann Consulting provided a self-introduction and overview of her professional background, followed by introductions from staff and Board members.

The District's past Strategic Plans, including the 2022 Update with Dr. Bill Mathis, were briefly reviewed followed by a group discussion identifying objectives and goals for inclusion in the next Strategic Plan Update.

At 10:25 a.m., President Mac Laren-Gomez called for a 10-minutes recess. She reconvened the Strategic Plan Special Meeting Workshop at 10:36 a.m.

After reviewing three Strategic Planning process options and discussing staff and ratepayer participation, it was the consensus to proceed with a Comprehensive Strategic Plan as the most beneficial approach for the District.

**4) Adjournment.**

There being no further business to come before the Board, the meeting was adjourned at 11:56 a.m.

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Secretary





# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** **BOARD OF DIRECTORS**  
**FROM:** Mrs. Viri Iguaran, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***APPROVAL TO UPDATE AUTHORIZED SIGNERS FOR CITIZENS BUSINESS BANK.  
(NO BUDGET IMPACT – FINANCE MANAGER IGUARAN)***

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**Recommendation:**

Staff recommends that the Board authorize the update to the authorized signature list for Citizens Business Bank, designating by title and name those officials who are authorized to sign checks and warrants.

**Alternative Options:**

There are no alternative options.

**Impact of Taking No Action:**

The authorized signers list will not be updated.

**Background:**

The updated list will reflect the appointment or deletion of the following, and add or delete the individual as an authorized signer of checks and warrants for the Palmdale Water District:

Gloria Dizmang – Deleting  
Amberrose Victoria Merino – Deleting  
Kathryn Ann Maclaren-Gomez – Retaining  
Don Wilson – Retaining  
Scott Kellerman – Adding  
Cynthia Sanchez – Adding  
Deborah Dino – Adding

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Financial Health and Stability.

This item directly relates to the District’s Mission Statement.

**Supporting Documents:**

N/A



# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** **BOARD OF DIRECTORS**  
**FROM:** Mrs. Viri Iguaran, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***APPROVAL TO RATIFY THE GENERAL MANAGER'S EXECUTION OF THE FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT WITH VERTICAL BRIDGE FOR THE CELL TOWER LOCATED AT 805 EAST AVENUE S. (NO BUDGETED IMPACT – FINANCE MANAGER IGUARAN)***

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## **Recommendation:**

Staff recommends that the Board ratify the General Manager's execution of the First Amendment to the Communications Site Lease Agreement with Vertical Bridge (VB-S1 Assets) for the cell tower located at 805 East Avenue S.

## **Alternative Options:**

The alternative would require that a new Amendment be executed by the Board President and Secretary.

## **Impact of Taking No Action:**

If no action is taken, the executed Amendment would not be considered valid.

## **Background:**

At the September 22, 2025 Regular Board Meeting, the Board approved this First Amendment with Vertical Bridge (VB-S1 Assets) to extend the renewal options from three (3) to eight (8), allowing the lease to run through 2061 result in an estimated \$2,930,959.03 in additional revenue for the District. These funds would directly support the Rate Assistance Program (RAP), which provides relief for senior, low-income, and veteran customers.  
 but an authorized signer was not clearly designated.

## **Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Financial Health and Stability.

This item directly relates to the District's Mission Statement.

## **Budget:**

This item has no budget impact.

## **Supporting Documents:**

- First Amendment to Communications Site Lease Agreement

## **FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (this "**Amendment**"), dated as of this 25 day of September, 2025 (the "**Effective Date**"), by and between by and between **Palmdale Water District**, a California municipality, ("**Landlord**"), and **VB-S1 Assets, LLC**, a Delaware limited liability company ("**Tenant**"), recites and provides:

### **RECITALS**

WHEREAS, Landlord is the fee owner of certain real property located in Los Angeles County, California, (the "**Property**"); and,

WHEREAS, in 1973, Landlord officially changed its name from Palmdale Irrigation District to the Palmdale Water District; and,

WHEREAS, On February 15, 2011, Landlord, under the name Palmdale Irrigation District, entered into a Communications Site Lease Agreement with MetroPCS Networks California, LLC ("**the Lease**"); and,

WHEREAS, Tenant, by way of assignment, is the current tenant under Lease.; and,

WHEREAS, Tenant owns, operates, and maintains one or more wireless communications towers, equipment, shelters, and other associated improvements on the Premises (collectively, "**Improvements**"); and,

WHEREAS, Landlord and Tenant now desire to amend the Lease as more particularly provided below.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Defined Terms; Recitals. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease. The recitals set forth here and above are true and correct in all respects and are incorporated herein by reference.

2. Landlord's name on the Lease is hereby amended to read Palmdale Water District throughout the Lease.

3. Section 2 of the Lease is hereby amended in its entirety to read as follows:

“

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Site Name: Palmdale Water II  
Site Number: US-CA-7014

"Term. The initial term of this Lease shall be ten (10) years commencing on the date Lessee begins construction of Lessee's facilities on the Premises or six months (6) from the date of full execution date of this Lease, whichever occurs first ("Commencement Date"). The Lease shall terminate ten (10) years after the Commencement Date unless sooner terminated as herein provided. Lessee shall have the right to extend the Term for eight (8) additional Terms ("Renewal Term(s)") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first ten year Term or any Renewal Term."

4. Section 23 is hereby amended to reflect the following:

"Notices. All notices under the Lease shall be delivered by Federal Express, or US certified mail return receipt requested, and addressed to:

If to Tenant:

VB-S1 Assets, LLC  
c/o Vertical Bridge REIT, LLC  
22 W Atlantic Ave, Suite 310  
Delray Beach, Florida 33444  
Attention: General Counsel  
Ref: US-CA-7014

If to Landlord:

Palmdale Water District  
2029 Avenue Q  
Palmdale, California 93550  
viguaran@palmdalewater.org

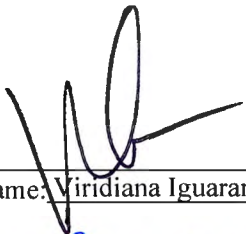


5. Counterparts/Digital Signatures. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single document. Delivery of a copy of this Amendment (or any notices pursuant to the Lease) bearing an original signature by facsimile transmission, by DocuSign, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

6. Ratification. Except as amended and modified in this Amendment, the terms and conditions of the Lease (in existence prior to this Amendment) are ratified and confirmed in all respects and shall continue in full force and effect. In the event of any dispute between the terms of the Lease

(in existence prior to this Amendment) and this Amendment, the terms of this Amendment shall govern and supersede those set forth in the Lease (in existence prior to this Amendment).

*[The remainder of this page is intentionally blank; signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

<b>WITNESSES:</b>   Name: <u>Viridiana Iguaran, Finance Manager</u>   Name: <u>Danielle Henry, Executive Assistant</u>	<b>LANDLORD:</b>  <b>Palmdale Water District,</b>  By:  Name: <u>Dennis D. LaMoreaux</u> Title: <u>General Manager</u> Date: <u>September 25, 2025</u>
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[Landlord's Signature Page to Amendment]





# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mrs. Angelica Garcia, Human Resources Director  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** *CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF ARTIFICIAL INTELLIGENCE (AI) POLICY. (NO BUDGET IMPACT – HUMAN RESOURCES DIRECTOR GARCIA/PERSONNEL COMMITTEE)*

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## **Recommendation:**

Staff and the Personnel Committee recommends that the Board approve the proposed Artificial Intelligence (AI) Policy.

## **Alternative Options:**

The Board may choose not to approve this policy.

## **Impact of Taking No Action:**

Without adoption of the AI policy, the District will continue to lack formal guidance on the proper and responsible use of AI.

## **Background:**

The use of Artificial Intelligence (AI) has increased significantly in recent years. The proposed AI policy will provide direction for District staff regarding appropriate and ethical use of AI in job-related tasks when conducting work and/or business for the District.

## **Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 2 – Organizational Excellence.

This item directly relates to the District’s Mission Statement.

## **Budget:**

This item has no has no budget impact.

## **Supporting Documents:**

- Draft AI Policy



# Artificial Intelligence (AI) Policy

## Palmdale Water District

### I. PURPOSE

The purpose of this policy is to define the scope in which Artificial Intelligence (“AI”) may be utilized by Palmdale Water District (“District”) employees and others performing work on behalf of the District. This policy enables the District to use AI systems for the benefit of the community while safeguarding against potential harms.

This policy provides rules and guidance for District staff to support responsible use of AI tools. The District will collaborate with other government and local agencies in the region and beyond to maximize the benefits of AI and to reduce its risks such as security, privacy and content issues.

AI is an evolving technology and, while it may be used to perform a variety of functions and/or tasks, it is essential that this policy be followed to ensure compliance with existing laws, regulations, and policies related to data protections, security and proper usage.

The District will regularly review and update this policy to keep it aligned with ethical and legal standards and technological advancements in AI as frequently as needed.

### II. SCOPE

This policy applies to all use of AI by a District staff member, contractor, volunteer, or other person while performing a role for the District. This policy does not apply to users of AI for personal purposes or business purposes unassociated with the District.

### III. RESPONSIBLE AI TOOLS USE

Staff should be open to responsibly incorporating AI into their work where it can be beneficial for making services better, more just, and more efficient. Each employee is responsible for using AI tools in a manner that ensures the security of sensitive information and aligns with District policies and state law. Here are key principles to follow:

- A. Data Privacy and Security:** Comply with all data privacy and security standards such as Health Insurance Portability and Accountability Act (“HIPAA”), Criminal Justice Information Systems (“CJIS”), Internal Revenue Service (“IRS”), and the California Consumer Privacy Act (“CCPA”) to protect Personally Identifiable Information (“PII”), Protected Health Information (“PHI”), or any sensitive data in AI prompts. Employees are to treat AI prompts as if they were publicly visible online to anyone; and treat AI prompts, data inputs, and outputs as if they are subject to the California Public Records Act (“CPRA”).
- B. Informed Consent:** As part of the District’s commitment to transparency and privacy, all individuals speaking or participating in District Board meetings, public hearings, or other public meetings will be informed when AI tools are being used to generate meeting minutes. The Ralph M. Brown Act (“Brown Act”) also imposes requirements regarding open meetings, public notice, and access to meeting materials. AI-based transcription or summarization must fit within the Brown Act parameters, including for live and transcribed records.

- C. **Responsible Use:** AI tools and systems shall only be used in an ethical manner, which encompasses a broad range of considerations, including fairness, transparency, accountability, privacy, security, and the potential societal impacts.
- D. **Continuous Learning:** When District provided AI training becomes available, employees should participate to ensure appropriate use of AI, data handling, and adherence to District policies on a continuing basis. Employees using AI tools are encouraged to educate themselves on effective and appropriate AI usage for their work and consult with the District's Information Technology ("IT") specialists on any new uses.
- E. **Equity:** AI tools can create biased outputs. AI system responses are based on patterns and relationships learned from large datasets derived from existing human knowledge, which may contain errors and which may reflect inherent historical data across race, sex, gender identity, ability, and other factors. When using AI tools, develop AI usage practices that minimize bias and regularly review outputs to ensure fairness and accuracy, as you do for all content. Any usage of AI outputs must be monitored for discriminatory or harassing language and corrected immediately. Staff shall consult with Human Resources if AI-driven processes intersect with federal and state legally protected categories (race, gender, disability, etc.) and/or potentially violate the District's anti-discrimination policies.
- F. **Decision Making:** Do not delegate decisions to AI tools or only use AI to help analyze issues related to impactful decisions; always make such decisions using human judgement. Be conscientious about how AI tools are used to inform decision making processes.
- G. **Accuracy:** AI tools can generate inaccurate and false information. Take time to review and verify AI-generated content to ensure quality, accuracy, and compliance with District guidelines and policies. Review and fact check all outputs received from a Generative AI.
- H. **Accountability:** Employees are solely responsible for ensuring the quality, accuracy, and regulatory compliance of all AI generated content utilized by them in the scope of their employment. It is the responsibility of staff to ensure that the guidelines are followed, and that the usage of AI meets District standards for excellence. Staff must personally verify that all generated content, including translations, are accurate and aligned with the District's overall mission. Users must ensure that all usage of AI for District business must be on a District e-mail account and that District retention policies for such emails are followed. Employees must verify that AI-generated content does not violate copyright or trademark protections. Employees must also comply with the terms of service of any AI provider. All AI prompts and outputs used in official District work shall be preserved in accordance with the District's standard records retention schedule. Employees must store such records on approved District servers or cloud storage solutions, retaining them for the same period required for analogous non-AI documents.
- I. **Use of District Email Address:** When creating accounts with AI providers for AI tools, District staff should use their official District email address for security

purposes.

**J. Transparency:** The use of AI systems should be explainable to those who use and are affected by their use. Commonly understood explanations of how AI features work will be maintained and available to convey a concrete sense of how or why a particular result has been arrived at based on inputs.

1. To ensure transparency when using this rapidly evolving technology, indicate when AI contributed substantially to the development of a work product.
2. Use good judgment when considering citing use of AI tools. When attributing AI usage in work product indicate the product and version used.
3. All official publications drafted in part by AI must include a clear disclaimer that the document was partially AI-generated and subsequently reviewed and approved by District staff. This disclaimer ensures transparency and prevents confusion regarding official District positions.

#### **IV. PROHIBITED USES BY DISTRICT:**

- A. Unauthorized Access:** Do not use AI tools to access data or systems you are not authorized to use. If there is any question regarding such use, you are directed to contact the District's IT specialists to receive advice and direction.
- B. Personally Identifiable Information:** Do not enter personally identifiable information into AI prompts. Do not enter any information that cannot be fully released to the public. This information can be viewed by the companies that make the tools and sometimes other members of the public.
- C. Unlawful Activities:** AI tools must not be used for any illegal, harmful, or malicious activities. This includes activities that perpetuate unlawful bias, automate unlawful discrimination, and produce other harmful outcomes.
- D. Hiring Decisions:** Do not use AI to make consequential decisions regarding hiring, benefits or other sensitive matters in which bias could play a role.
- E. Data Entry:** You may not enter internal, sensitive, or restrictive data into any AI tool or service. No AI tool currently meets the District's security, privacy, and compliance standards for handling anything besides public data.

#### **V. PERMITTED USES BY DISTRICT:**

- A. Any Use:** Any adoption of AI generated material must be carefully reviewed, fact-checked, edited and approved by a human author. Used within the guidelines, AI tools may assist with:
1. Creation of first drafts of documents, outlines, plans, memos, & briefs;
  2. Translating text such as rewriting an informal email into a draft memo, summarizing documents, & turning thoughts into summaries;
  3. Generating diagrams or other explanatory images;
  4. Analyzing different types of data; or

5. Learning about and exploring a variety of topics.

**B. AI Generated Meeting Minutes:**

1. The District recognizes that AI technology, including speech-to-text and natural language processing tools, can be a useful tool to enhance efficiency in the documentation of District Board meetings. AI may be used to transcribe and generate draft meeting minutes for District Board meetings, including public hearings and committee meetings. The AI tools will assist District staff in producing initial drafts of meeting minutes, which will then be reviewed, edited, and finalized by authorized District personnel before being published.
2. The District may use AI transcription tools (e.g. speech-to-text software) and AI summarization tools to automatically generate a draft of meeting minutes based on recordings of District Board meetings. AI generated meeting minutes will always undergo human review.
3. AI generated meeting minutes will not include or transcribe confidential or closed-session discussions unless explicitly authorized by the District Board. Any confidential, sensitive, or proprietary information should be redacted before AI transcription or summarization occurs.
4. The District will retain District Board meeting minutes according to the District's retention policy and California state law.
5. AI generated meeting minutes are considered drafts and will not be published or made available until they are reviewed and approved by the Clerk of the Board or other designated authority. Once finalized and approved, the generated meeting minutes will be made available to the public in accordance with the California Public Records Act and/or Brown Act.

**VI. PUBLIC RECORDS**

District is subject to the California Public Records Act. District staff must follow all current procedures for records retention and disclosure. Information entered into AI systems could be subject to a CPRA request. Do not submit any information to an AI platform that should not be available to the general public (such as confidential or personally identifiable information). Any prompts, outputs, or other information used in relation to an AI tool may be released publicly. Do not use any prompts that may include information not meant for public release.

**VII. POLICY ENFORCEMENT**

All employees and agents of the District, whether permanent or temporary, interns, volunteers, contractors, consultants, vendors, and other third parties operating AI systems on behalf of the District are required to abide by this policy and any associated District rules and procedures.

**VIII. VIOLATIONS OF THIS AI POLICY**

Violations of any section of this AI Policy, including failure to comply with the District's rules and procedures, may be subject to disciplinary action, up to and including termination. Violations

made by a third party while operating an AI system on behalf of the District may result in a breach of contract and/or pursuit of damages. Infractions that violate local, state, federal or international law may be remanded to the proper authorities.

## **IX. UNDERSTAND THE TERMS AND CONDITIONS**

The District does not currently have agreements in place for common AI systems, for example such as ChatGPT or Bing AI. If you choose to use AI for District work and agree to the terms and conditions of a system without a District agreement in place, you are responsible for complying with those terms and conditions. Any new AI platform or software must undergo a formal approval process by the District's purchasing and legal departments. A vendor agreement that specifies data protection, privacy, and indemnification obligations must be in place before AI systems are used to process or store District-related data beyond publicly available information. In the event that the District forms an agreement with an AI service, this section will list those services.

## **X. TERMS & DEFINITIONS**

- A. Algorithm:** A set of steps, such as mathematical operations (e.g., addition) or logical rules.
- B. Artificial Intelligence (AI):** "Artificial intelligence" or "AI" is the simulation of human intelligence processes by machines, especially computer systems that are used to perform tasks that could act and learn in such a way that could replace human intelligence.
- C. Generative Artificial Intelligence (AI):** A technology that can create content, including text, images, audio, or video, when prompted by a user. Generative AI systems learn patterns and relationships from amounts of data, which enables them to generate new content that may be similar to the original data. The systems generally require a user to submit prompts that guide the generation of new content. Generative AI tools are computer programs capable of many activities, including but not limited to completing general administrative office tasks, data analysis, programming, and image creation. While these tools can improve productivity, it is crucial to use them responsibly to comply with various laws, maintain data privacy and security, and uphold District values.
- D. Machine Learning:** A type of AI in which computers use data to learn tasks through algorithms.

## **XI. EFFECTIVE DATE**

This Policy is valid as of October 13, 2025 unless otherwise communicated.



# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mrs. Viri Iguaran, Finance Manager/CFO  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSL CONSULTANTS FOR ACCOUNTING AND CONSULTING SERVICES. (\$20,000.00 – NOT-TO-EXCEED – NON-BUDGETED – FINANCE MANAGER IGUARAN)***

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## **Recommendation:**

Staff recommends that the Board approve the proposed Agreement with LSL Consultants for accounting and consulting services for an amount not to exceed \$20,000.00 and authorize the General Manager to finalize and execute the documents related to the Agreement.

## **Alternative Options:**

The Board can choose not to approve this Agreement.

## **Impact of Taking No Action:**

The District will not enter into an agreement with LSL Consultants, which may place additional strain and impact on the operations of the Finance Department. The department may consider exploring alternative resources.

## **Background:**

LSL is a highly regarded CPA firm with an established client base of more than 100 government agencies. Their expertise spans auditing, accounting, and consulting services for cities, counties, utilities, and special districts. LSL provides comprehensive support, including day-to-day financial processing, ERP implementation, payroll, accounts payable, utility billing, and budgeting.

The District is currently undertaking a major upgrade to its Financial and Payroll systems, which includes process improvements, task realignment, and implementation of a new chart of accounts. To support these efforts, LSL CPAs will assist the Finance Department with implementation activities and provide interim support to help address the staffing gap created by the vacancies in the Accounting Supervisor and Analyst positions.

## **Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Financial Health and Stability.

This item directly relates to the District's Mission Statement.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Dennis. D. LaMoreaux, General Manager  
RE: LSL CONSULTANTS AGREEMENT

October 13, 2025

**Supporting Documents:**

- Proposal for Consulting Services
- Professional Services Agreement with LSL, LLP



**PREPARED BY**  
LSL, LLP  
Certified Public Accountants  
License Number 2584

## **Proposal Presented to the Palmdale Water District**

### **Accounting and Consulting Services**

Date of Submission: September 17, 2025

Valid for 90 Days

#### **Authorized by**

**Kelly Telford, CPA, Partner**

500 Technology Drive, Suite 350

Irvine, CA 92618

(949) 829-8299



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# LETTER OF TRANSMITTAL

September 17, 2025

Viridiana Iguaran  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

[viguaran@palmdalewater.org](mailto:viguaran@palmdalewater.org)

Dear Ms. Iguaran,

**LSL, LLP** (“LSL”) is pleased to present our proposal for accounting and consulting services. We value the opportunity to present our professional qualifications to the Palmdale Water District and demonstrate why our services are second to none.

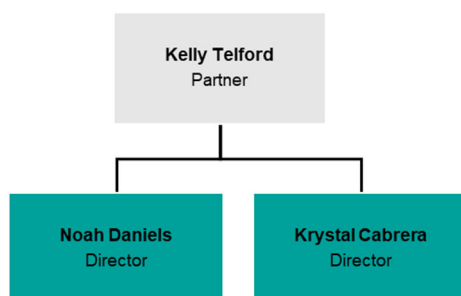
LSL has a well-established history of delivering outstanding services to government entities. We provide auditing, accounting, and consulting services to more than 100 municipal clients across the country, such as cities, counties, water and electric utilities, and special-purpose government agencies. Our proposal highlights our firm’s strength and stability, along with our demonstrated experience, knowledge, passion, and creative problem-solving capabilities as a leader in the field of governmental accounting and auditing. Our dynamic team is comprised of top talent within the industry, and with our comprehensive government experience, and our dedication to providing personalized experiences for each of our clients, we believe you will find that LSL is one of the best-qualified accounting firms to provide these services.

## **SCOPE OF SERVICES AND DELIVERABLES**

We understand you are seeking a qualified firm to provide advisory services. LSL has a structured, well-tested approach to providing accounting services. Our goal is not to replace your team but become a part of it. Our team is willing and ready to provide assistance in strategic areas that allow your team to focus on the day-to-day while allowing us to take care of more complex tasks that cannot be done by other team members. The detailed scope and any related deliverables are described in Appendix A – Scope and Deliverables.

## **QUALIFICATIONS AND PERSONNEL**

Our dedicated team of professionals have a combined 60 years of expertise working in and with government agencies. Key members of our team and their requisite experience is listed below. Detailed resumes of our management team are included below. Additional information regarding the other members of the team are available upon request.





### **Kelly Telford, CPA, Partner**

Kelly is a respected leader in public finance and is known for being a change agent and thought leader in organizational strategy. She has developed her expertise in accounting and auditing, financial forecasting, budget development, public utilities, investment management, grant management, human resources, and information technology, including ERP implementations. She has taught classes for GFOA and CSMFO and has presented at annual conferences for GFOA, CSMFO and GFOAA.

Kelly has a wealth of experience in both public accounting and local government. She has previously served as Finance Director for the cities of Costa Mesa and Seal Beach as well as the Los Angeles Community Development Agency.

Kelly has a proven track record of helping agencies identify operating inefficiencies assisted in departmental reorganizations, identify internal control challenges, completing year-end close procedures, and serving as an outsourced Finance Director. Her practical recommendations are instrumental in helping our team and our clients achieve a high-quality and efficient audit while providing valuable feedback for organizational improvements.



### **Noah Daniels, CPA, CPFO, Director**

Noah has extensive experience in municipal finance departments, gained through both his work as an auditor and his work in local government agencies. As a director, he combines his strategic problem-solving approach with firsthand knowledge of our client's operations, allowing him to understand their needs and serve as a trusted partner and extension of their departments. Noah's expertise has been instrumental in helping government agencies maximize the use of their existing resources to meet a broader range of priorities.

As the Finance Director for the City of Rancho Cucamonga, Noah's strategic leadership was instrumental in replacing an outdated financial system (Workday), enhancing efficiency and accuracy. He was responsible for designing fiscal policies, including debt management, special district funding, and reserve policies, to ensure efficiency, compliance, and adherence to government regulations.



### **Krystal Cabrera, MSA, CPA, Director**

Krystal is a former auditor with extensive consulting experience, leveraging her expertise in government audits and accounting to assist clients with month-end close, year-end close, and audit readiness. She has successfully supported numerous organizations in navigating complex financial processes, ensuring compliance, and preparing for audits. Her consulting work has provided her with deep insights into client needs, enabling her to tailor solutions that improve financial accuracy and efficiency.

As a key member of the training team, Krystal has played an instrumental role in developing strategies for implementing new GASB pronouncements. Her expertise spans various areas of accounting services, including grant reconciliation, pension and OPEB reporting, and the implementation of GASB 96 for subscription-based IT arrangements.

As you can see, LSL is uniquely positioned to assist our clients as our team is comprised of government industry experts who have worked in local governments themselves. Our team understands the complexities of government accounting and can ensure your accounting is accurate and well maintained. In addition, our team has implemented ERP systems as both consultants and as members of local government which allows us to design policies and procedures with accounting in mind.

Also, having a team that has worked in local government, we can assist with other projects you may need such as training and support of finance department staff, evaluations of efficiencies in the department and assessments to help determine where staff capacity exists, and serving as a backup for day-to-day transaction processing such as utility billing, accounts payable and payroll.

LSL does not subcontract work but often has personnel working outside of the US. All staff assigned have extensive experience providing auditing and/or accounting services for cities, counties, and special-purpose government agencies. Our educational programs are designed to provide our team members with the knowledge and skills necessary to deliver high-quality services to our clients. We offer a variety of training opportunities, including those provided by CalCPA, AICPA, Government Audit Quality Center, and GFOA.

The LSL team is comprised of top talent within the industry with comprehensive experience beyond governmental audit, accounting, and advisory services. When you partner with LSL, you gain access to the experience, knowledge, and resources of our entire team, including our consulting and technology teams. We are committed to helping finance departments thrive by providing the guidance, tools, and services that foster lifelong success for your finance team. We encourage our clients to tap into our full professional team of industry and product experts for your full-service consulting, staffing, and financial report automation solutions.



**Financial &  
Compliance Audits**



**Consulting,  
Staffing & Training**



**ERP &  
Other Technologies**

## **COST PROPOSAL AND PAYMENT TERMS**

Our professional fee for the services outlined above and in Appendix A – Scope and Deliverables will be at the firm's standard rates plus out of pocket expenses. Our fees are based on the time required by the individuals assigned to the engagement, the complexity of the work to be performed, as well as any out-of-pocket expenses. Due to the nature of these services, LSL recommends an hourly on-call contract be established to allow for as little or as much assistance as necessary. Based on initial conversations with Palmdale Water District, a reasonable contract amount to cover the scope of work above is \$20,000.

Our standard hourly rates are as follows:

LSL 2025 Hourly Rates	
Title	Rates
Group Training	\$450
Partner	\$390
Director	\$320
Senior Manager	\$290
Manager	\$250
Supervisor	\$210
Senior Accountant	\$190
Experienced Staff	\$160
Staff Accountant	\$140
Clerical	\$120

Additional circumstances may arise that could impact the total cost including, but not limited to, increase in scope, issues encountered with the timely delivery, availability, quality, or completeness of the information you provide to us, changes in your personnel or operations that impact our services or other unanticipated items that arise during our engagement and that require additional time to complete the agreed-upon services. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You agree to pay all fees and expenses incurred whether or not we issue deliverable(s). Should these circumstances exist, our team will communicate with staff prior to time being incurred.

Any non-personnel-related costs will be billed and reimbursed as they are incurred, if necessary. Progress bills will be sent monthly on the basis of hours of work completed during the course of the engagement plus out-of-pocket expenses incurred in accordance with the firm's proposal.

The rates above are effective through December 31, 2025. Rates increase annually on January 1 based upon market rates for similar services and generally range between 3% to 7%.

## ADAPTING TO A REMOTE WORKING RELATIONSHIP

LSL is fully equipped with software and communication tools to support a remote process. We leverage Microsoft Teams to easily connect over a video call in a face-to-face setting, giving us the ability to share screens and information in real-time. Additionally, having the customizable *LSL CaseWare Cloud Portal* makes the exchange of secure information easy and painless. LSL is also accustomed to working in our client's financial software solutions in a remote environment, taking advantage of VPN connections and remote desktops. In an effort to reduce costs for our clients, our team has become accustomed to working remotely using remote desktop technology. It is anticipated that the work would be performed entirely remotely. If onsite time is required, this can be discussed on a case-by-case basis.

## CONCLUSION

Our collective experience in local government accounting backed by our comprehensive understanding of all facets of municipal government operations has resulted in our development of efficient procedures and a streamlined work plan approach, which we believe makes LSL one of the best-qualified teams to perform this engagement.

Our proposal is a firm and irrevocable offer for **90 days** following the closing date for the receipt of proposals. For this proposal, Kelly Telford, CPA, Partner, is authorized to make representations for our firm. She can be reached by phone at (714) 458-5292 or by email at [Kelly.Telford@lslcpas.com](mailto:Kelly.Telford@lslcpas.com).

Very truly yours,

LSL, LLP

## LSL PROFILE

LSL provides auditing, accounting, and consulting services to over 100 municipal clients, including cities, counties, water and electric utilities, and special-purpose government agencies. Generally, our government sector services break down into the following major classifications: attestation, compliance, consulting, outsourced accounting and reporting, year-end close assistance, interim staffing, strategic planning, and tax services.

Our extensive experience in local government accounting has led to the development of efficient procedures and a comprehensive understanding of all finance department operations, including federal and state grant programs. Our work plan approach takes full advantage of accumulated experiences, which we believe sets LSL apart.

Our dynamic team of industry experts holds extensive experience providing services to a full range of government entities. We lead seminars and training courses on introductory government accounting, preliminary views on financial reporting, internal control risk assessments, and all GASB updates and best practices.

## HISTORY AND SIZE

LSL is a limited liability partnership and is not a wholly owned subsidiary of a parent company. LSL was established in 1929 and has grown as a leader in the government sector. Our full-service accounting firm is headquartered in Irvine, California, with a dynamic team of 15 partners, 2 principals, and 150 employees.



Ranked #17 on the  
Orange County  
Business Journal's  
CPA Firm Book of Lists



Established in 1929



15 Partners



150 employees  
(and growing!)

## LOCATION

LSL is a multi-location firm with formidable resources that provides a personal feel and hands-on client experience.

### Our Offices



#### Irvine, CA - Headquarters

500 Technology Drive, Suite 350  
Irvine, CA 92618  
Phone: (949) 829-8299

#### Sacramento, CA

2151 River Plaza Dr., Suite 150  
Sacramento, CA 95833  
Phone: (916) 503-9691

#### The Woodlands, TX

21 Waterway Avenue, Suite 30089  
The Woodlands, TX 77380  
Phone: (936) 828-4587

## ACCOUNTING TODAY REGIONAL LEADER

LSL has again been recognized as an Accounting Today Regional Leader in 2025. The list ranks the top CPA firms that have shown exceptional growth, embraced technology, and who 'think outside the box' when providing solutions.

accountingTODAY

2025  
**Regional  
Leaders**

## INSIDE PUBLIC ACCOUNTING (IPA) AWARD

LSL is honored to be recognized among the Top 300 accounting firms in the nation by INSIDE Public Accounting! Each year, IPA ranks CPA firms based on net revenue, and LSL proudly advanced from #220 in 2024 to #201 in 2025. Our fantastic team and the trust of our valued clients are the driving force behind this upward momentum and continued growth.



## OUR CORE VALUES

As we continue to grow and evolve, we recognized our core values needed to grow and change with us. Our values weren't decided on by management and handed down, every member of the LSL team worked together to share what values matter most to us. From there, we came up with the following five core values that embody how we approach each other, our work, and our clients.



PURSUE EXCELLENCE



LOVE WHAT YOU DO



LEAD WITH INTEGRITY



ACCOMPLISH MORE  
TOGETHER



FORWARD THINKING

## BEST OF ACCOUNTING AWARD

LSL has consistently secured the ClearlyRated *Best of Accounting* award since 2019. This exclusive program awards accounting firms who demonstrate high-level service of excellence within the accounting industry and solely leverages statistically validated survey responses from our clients.



4.7 based on 646 ratings



## TRAINING AND SEMINARS

LSL regularly leads seminars and training courses on introductory governmental accounting, preliminary views on financial reporting, internal control risk assessments, and all GASB updates and best practices, which are made available to our clients for additional information and continued support. For upcoming webinars, please visit <https://lslcpas.com/webinars/>.

## LICENSE TO PRACTICE

LSL is a limited liability partnership and is not a wholly owned subsidiary of a parent company. LSL is a public accounting firm licensed by the State of California, Department of Consumer Affairs, as a Public Accounting Partnership. Under [Section 901.461](#) of the State of Texas Public Accountancy Act, LSL is authorized to practice in the State of Texas as an out-of-state firm. We are also members of the American Institute of Certified Public Accountants. All key staff to be assigned to this engagement are or will be licensed by the State of California to practice as Certified Public Accountants and are pending approval for licensure in the State of Texas.

## DESK REVIEWS AND DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception. There have been no litigations against our firm in the past three years. Our Single Audit reports are desk reviewed either by the federal cognizant agency or the State Controller's Office acting as the Oversight Agency. We have never had a report rejected by any of these agencies, which demonstrates our thorough understanding of federal grant programs. LSL is highly regarded and recognized by the staff of the State Controller's Office for top-quality reports.



## PEER REVIEW

Our firm has participated in the AICPA Peer Review Program since its inception. All our peer reviews have covered governmental engagements and have received *pass* ratings. Our most recent peer review, conducted by Spafford and Landry CPAs, is provided in Appendix C.

## QUALIFICATIONS & EXPERIENCE

### CONTINUING EDUCATION

As a firm policy, all professional government staff meet the requirement of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Our educational programs include training from CalCPA, AICPA, Government Audit Quality Center, and GFOA.

### RECENT EXPERIENCE

As a firm, we have extensive experience with municipalities including cities, counties, water and electric utilities, special districts, joint powers authorities and compliance with OMB Uniform Guidance. We are familiar with all federal and state grant programs typically awarded to municipalities. Generally, our government sector services break down into the following major classifications: attestation, compliance, consulting, interim staffing, strategic planning, and tax services. A list of current government clients can be provided upon request.

As a part of our consulting services, we also provide accounting services that include outsourced accounting services, year-end close assistance, audit preparation, bank reconciliation, training, accounting software implementation, and GASB implementation services. Our team is well-versed in using most accounting software solutions, including Workday, Tyler Munis, One Solution, PeopleSoft, and Tyler Incode.

Our collective experience in local government accounting, backed by our comprehensive understanding of all federal and state grant programs awarded to municipalities, has refined our development of efficient procedures and streamlined work plan approach, which we believe makes LSL one of the best-qualified teams to perform these services.

## APPENDIX A – SCOPE AND DELIVERABLES

DESCRIPTION OF SERVICES AND DELIVERABLE	FREQUENCY OF SERVICES
<p>On boarding, Including:</p> <ul style="list-style-type: none"> <li>• Configuration of technology access and review of records currently available</li> <li>• Transition of accounting responsibilities from previous consultant</li> <li>• Review of prior year financial statements and GL configurations to obtain requisite knowledge to perform duties</li> <li>• Meetings with accounting and management team</li> </ul>	Initial, One-time
<p>General On-Call Consulting and Advisory Services, Including:</p> <ul style="list-style-type: none"> <li>• Being a resource for the finance department management for questions regarding budget, department operations, policies, and technical accounting</li> <li>• Providing counsel to the CFO on finance department reorganization and SOP implementation</li> <li>• Assistance with ERP implementation</li> <li>• Bi-weekly meetings with accounting and management team</li> <li>• Any other finance, advisory and accounting related needs</li> </ul>	As Needed

## APPENDIX B – CLIENT REFERENCES

City of Palmdale, CA	
Contact	Janelle Samson
Telephone	(661) 267-5433
Email Address	jsamson@cityofpalmdale.org
Scope of Work	The LSL Team provides recurring accounting and advisory assistance related to the City's day-to-day transactions, month-end processes and year end procedures and reconciliations including audit assistance. LSL will also assist with any ongoing technical questions that may arise.

City of La Quinta, CA	
Contact	Claudia Martinez, Finance Director
Telephone	(760) 777-7055
Email Address	cmartinez@laquintaca.gov
Scope of Work	Finance Department assessment evaluating roles and responsibilities of each FTE and assisting to design future state for consideration by Finance Director.  Audit of the City's ACFR and related entities.

City of Palos Verdes Estates, CA	
Contact	Kerry Kallman, City Manager
Telephone	(310) 378-0383
Email Address	kkallman@pvestates.org
Scope of Work	The LSL Team provides year-end close assistance including analysis for capital assets, reconciliation of balance sheet accounts, income statement fluctuation analysis and review for audit, representation with the financial statement auditors, and review and tie-out of the financial statements during the audit. Additionally, LSL provided assistance with Budget development.

## APPENDIX C – PEER REVIEW



HERE TO MAKE THE COMPLEX SIMPLE.

Patrick D. Spafford, CPA  
Todd C. Landry, CPA

Licensed by the California Board of Accountancy  
Member: American Institute of Certified Public Accountants

### **Report on the Firm's System of Quality Control**

To Lance, Soll & Lunghard, LLP  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

#### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and employee benefit plan audits.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

-1-

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)*, or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

*Spafford & Landry, Inc.*

March 30, 2023

**AGREEMENT FOR PROFESSIONAL SERVICES  
WITH THE PALMDALE WATER DISTRICT (“DISTRICT”)**

Project Name/Description (“**Project**”): Accounting and Consulting Services

Consultant Name (“**Consultant**”): LSL, LLP

Consultant Business Type: Limited Liability Partnership (LLP)

Consultant Address: 500 Technology Drive, Suite 350 Irvine, CA 92618

Consultant Representative Name and Title (“**Consultant Representative**”): Kelly Telford, CPA,  
Partner

Consultant Representative Work Phone and Email: Kelly.Telford@lslcpas.com & (714) 458-5292

**Termination Date:** October 1, 2026

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): \$20,000

District Contact (“District Contact”): Viri Iguaran, Finance Manager

District Contact Work Phone and Email: viguaran@palmdalewater.org & 661-456-1075

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

## **RECITALS**

The District desires to contract with a Consultant to provide professional services as more further set forth herein.

The District circulated a Request for Quotes or Proposals for the above-described professional services.

Consultant submitted a proposal to District to provide the above-described professional services.

District Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant's proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

Click or tap here to enter text.

## **AGREEMENT FOR PROFESSIONAL SERVICES WITH THE PALMDALE WATER DISTRICT (“DISTRICT”)**

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the effective on the date executed by the District by and between PALMDALE WATER DISTRICT, a California Irrigation District (“**District**”) and (“**Consultant**”). District and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

### **ARTICLE 1. SERVICES OF CONSULTANT**

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to District entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by District in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of District and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. District, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall



indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.
- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected District's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of District. Consultant acknowledges that District is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by District in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to District, in a form approved by District's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this

Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, District shall pay Consultant for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and District will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by District for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by District): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** The Agreement shall commence and become effective upon the date executed by the District and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

**3.2 Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from District and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including District, if Consultant shall within ten (10) days of the commencement of such delay notify District in writing of the causes of the delay. District shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay

when and if in the judgment of District such delay is justified. District's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for District to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of District.
- 4.2 District Contact for District.** The District Contact (or other person designated by the District General Manager) shall be the primary person on behalf of District responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the District Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by District.
- 4.3 Approvals from District.** District approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, District General Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither District, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner. Consultant represents and warrants that the personnel used to provide services to District pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No District employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. District shall not be liable for compensation or

indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for District, then Consultant shall indemnify, defend, and hold harmless District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to District as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of District.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for District to enter into this Agreement. Therefore, without express written approval of District, Consultant shall not contract with any other District to perform in whole or in part services required hereunder without express written approval of District, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of District.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to District, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

**5.2 Indemnification.**

**(a) General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless District and its elected and appointed officers, employees and agents (each an "**Indemnatee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or District arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or District for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or

arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnatee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnatee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnatee(s) for any such Claims or Liabilities, and will save and hold Indemnatee(s) harmless therefrom.

**(b)** Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify District hereunder therefor. Failure of District and/or District Parties (collectively "District" for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of District's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from District's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by District is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and District, as to whether liability arises from the sole negligence or willful misconduct of District, Consultant will be obligated to pay for District's defense until such time as a final judgment has been entered adjudicating District as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**(c)** Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, District and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the District; and does not apply to any passive negligence of the District unless caused at least in part by the Design Professional. The District agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

- 5.3 Professional Liability.** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

## **ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION**

- 6.1 Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable District to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. District shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. District shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with District in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.
- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of District and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify District for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for District.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be

considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from District. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from District or unless requested by the District Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives District notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. District reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by District. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to

compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by District thereafter in accordance with the Schedule of Compensation, or such as may be approved by District, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

**7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability for interest. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, District may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which District may be entitled at law, in equity or under this Agreement. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement.

**7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed District therefor.

**7.5 Retention of Funds.** Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the



obligations of Consultant to insure, indemnify, and protect District as elsewhere provided herein.

- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on District nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such

litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of District Officers and Employees.** No officer or employee of District shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by District or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement. District, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United

States Mail, certified mail, postage prepaid, return receipt requested, in the case of District addressed to 2029 East Avenue Q, Palmdale, CA 93550, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by District.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of District has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling District to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they

are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**DISTRICT:**

By: \_\_\_\_\_  
Dennis Lamoreaux, General Manager

**Effective Date:**

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Paul Early, General Counsel  
Date:

**CONSULTANT:**

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business District.

By: \_\_\_\_\_  
Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Date:

By: \_\_\_\_\_  
Name: Click or tap here to enter text.  
Title: Click or tap here to enter text.  
Date:

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. Consultant will perform the following Services:**

One time On boarding, Including:

Configuration of technology access and review of records currently available.

Transition of accounting responsibilities from previous consultant.

Review of prior year financial statements and GL configurations to obtain requisite knowledge to perform duties.

Meetings with accounting and management team.

Ongoing General On-Call Consulting and Advisory Services, Including:

Being a resource for the finance department management for questions regarding budget, department operations, policies, and technical accounting.

Providing counsel to the CFO on finance department reorganization and SOP implementation.

Assistance with ERP implementation.

Bi-weekly meetings with accounting and management team.

Any other finance, advisory and accounting related needs.

#### **II. In addition to any other requirements of this Agreement, during performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports:**

N/A

#### **III. All work product is subject to review and acceptance by the District, and must be revised by the Consultant without additional charge to the District until found satisfactory and accepted by District.**

#### **IV. Consultant will utilize the following personnel to accomplish the Services:**

N/A



**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

Click or tap here to enter text.



## **EXHIBIT "C"**

### **SCHEDULE OF COMPENSATION**

**I. District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include**

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.**

**III. Consultant's billing rates for any hourly Services are attached as Exhibit C-1.** In connection with the services provided pursuant to the terms of this Agreement, District will pay Consultant upon District's receipt of a written invoice provided by Consultant no more than monthly. District will pay Consultant for work completed, billed in increments of six minutes (0.1 hours), not to exceed the Contract Sum. The District will reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client that are approved in advance in writing by the District such as mileage, copies, binding costs, postage, parking, travel, and lodging expenses as part of the not to exceed Contract Sum. To receive reimbursements, the Consultant must provide the District with a receipt and a description of the expense incurred along with the invoice. No mark up on expenses may be added.

**EXHIBIT C-1**

Standard hourly rates are as follows:

<b>LSL 2025 Hourly Rates</b>	
<b>Title</b>	<b>Rates</b>
Group Training	\$450
Partner	\$390
Director	\$320
Senior Manager	\$290
Manager	\$250
Supervisor	\$210
Senior Accountant	\$190
Experienced Staff	\$160
Staff Accountant	\$140
Clerical	\$120

The rates above are effective through December 31, 2025. Rates increase annually on January 1 based upon market rates for similar services and generally range between 3% to 7%.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform Services as set forth in Exhibit A.**
- II. Consultant shall deliver the following tangible work products to the District by the following dates.**

Upon request.

- III. The District Contact may approve extensions for performance of the Services in accordance with Section 3.2.**

## **EXHIBIT E**

### **INSURANCE REQUIREMENTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

**1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

**3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

**4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

**5. Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**Cyber Liability** Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be

limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

#### **6. Technology Professional Liability Errors & Omissions**

***(Only if vendor is providing a technology service (data storage, website designers, etc.) or product (software providers)***

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

**If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.**

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **Primary Coverage**

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's

insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### **Umbrella or Excess Policy**

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant’s primary and excess liability policies are exhausted.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### **Waiver of Subrogation**

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. District reserves the right to obtain a copy of any policies and endorsements for verification.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

**Claims Made Policies (note – should be applicable only to professional liability, see below)**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

**Verification of Coverage**

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

**Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

**Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT F**  
**FEDERAL REQUIREMENTS**  
**(Only applicable if required on cover page of agreement)**





# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mr. Scott Rogers, Assistant General Manager  
**VIA:** Mr. Dennis LaMoreaux, General Manager  
**RE:** ***CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZING STAFF TO AWARD A CONTRACT TO KILEY & ASSOCIATES FOR PROFESSIONAL SERVICES FOR FEDERAL AND STATE ADVOCACY AND ENGAGEMENT. (\$33,000.00 – NON-BUDGETED – ASSISTANT GENERAL MANAGER ROGERS)***

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## **Recommendation:**

Staff recommends that the Board approve authorization for staff to award a contract to Kiley & Associates for Federal and State Advocacy and Engagement.

## **Alternative Options:**

Not approve the award of a contract.

## **Impact of Taking No Action:**

No advocacy for District matters at a federal level.

## **Background:**

Palmdale Water District is actively engaged in State-level matters; however, District involvement at the Federal level has been limited. Having representation in Washington, D.C. will strengthen the District's presence on Federal matters, particularly in pursuing funding for projects that align with the District's priorities and deliver the greatest benefit to our ratepayers.

For more than a decade, Kiley & Associates has delivered results for local governments, special districts, and public agencies. Through helping clients identify federal funding opportunities, strengthen District voices in Washington, and secure critical resources. Kiley's tailored and proactive approach ensures that District receives high-level, strategic support aligned to the District's mission and objectives.

Below summarizes the services that Kiley & Associates will provide for the District:

- Federal Advocacy and Grant Support
- State Level Engagement
- Congressional and Agency Engagement
- Policy and Compliance Guidance
- D.C. Fly-In Planning
- Strategic Support and Troubleshooting

October 13, 2025

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 4 – Regional Leadership and No. 5 Customer Care, Advocacy and Outreach.

This item directly relates to the District's Mission Statement.

**Budget:**

This work is non-budgeted in the amount of \$33,000.00.

**Supporting Documents:**

- Kiley & Associated Letter Proposal dated September 23, 2025

# Kiley & Associates

September 23, 2025

Mr. Scott L. Rogers, PE  
Assistant General Manager  
Palmdale Water District  
2029 East Avenue Q  
Palmdale, CA 93550

Dear Mr. Rogers,

I am writing to provide an overview of how Kiley & Associates can support the Palmdale Water District (PWD) in advancing its federal advocacy and grants strategy. Our firm has a long record of securing funding and policy wins for local governments, water districts, and municipal entities across the country.

For more than a decade, Kiley & Associates has delivered results for local governments, special districts, and public agencies. We help our clients identify federal funding opportunities, strengthen their voice in Washington, and secure critical resources. Our tailored and proactive approach ensures that each client receives high-level, strategic support aligned to their mission and objectives.

We propose to deliver a comprehensive federal advocacy and grants support engagement for the Palmdale Water District with the following scope of work:

## **Scope of Work (Annual):**

### **Federal Advocacy & Grants Support:**

- Develop a federal roadmap targeting key water infrastructure, treatment, resilience, and regulatory compliance funding opportunities (e.g., EPA DWSRF, USDA RD Water & Waste Disposal, EC-SDC, and earmarks).
- Pursue at least 1–2 congressionally directed spending (earmark) requests per Fiscal Year.
- Identify and assist with 2–4 relevant federal grant programs annually.
- Provide application guidance, data calls, draft narratives, and submission support.
- Track deadlines, eligibility changes, and program scoring criteria.

# Kiley & Associates

## **State -Level Engagement:**

- Engage with key committees and caucuses in Sacramento to monitor legislation impacting water infrastructure, conservation, and ratepayer protection, and ensure PWD priorities are reflected in state policy discussions.
- Pursue alignment with state grant and financing opportunities (e.g., State Water Resources Control Board, Department of Water Resources, California Infrastructure and Economic Development Bank) to maximize leverage of federal and state dollars for projects.

## **Congressional & Agency Engagement:**

- Arrange and support 10–12 meetings per year between Water District leadership and key federal stakeholders (congressional offices; EPA; USDA Rural Development; Bureau of Reclamation; FEMA).
- Elevate the Water District’s visibility with the California delegation and federal agencies.
- Coordinate delegation letters of support and priority listings prior to CPF/CDS windows.

## **Policy & Compliance Guidance:**

- Provide quarterly updates on water infrastructure/drinking water regulatory developments, grant windows, and policy shifts.
- Rapid alerts when new supplemental appropriations, disaster declarations, or program reallocations create opportunities for small or disadvantaged water systems.

## **D.C. Fly-In Planning:**

- Plan and support one annual trip to Washington, D.C., to meet with lawmakers, agency staff, and federal program officers — timed around key federal deadlines.

## **Strategic Support & Troubleshooting:**

- Help resolve federal-level issues impacting the District (e.g., FEMA reimbursements, infrastructure delays).
- Monitor emerging opportunities for equipment, vehicles, facilities, and water infrastructure.

## **Expected Return on Investment (ROI):**

In Year One, our objective is to help the District secure between \$250K–\$1.5M in competitive grants and/or congressionally directed spending. Our approach builds long-term funding pipelines while enhancing the District’s strategic influence at the federal level.

Relevant Experience:

# Kiley & Associates

Kiley & Associates has successfully supported water districts, special districts, and municipalities across California. Past successes include but are not limited to:

- Delivered multiple >\$1M federal support packages for emergency operations, utility resilience, and small-system infrastructure upgrades in multiple California jurisdictions.
- Secured earmarks and competitive grants for water, stormwater, and distribution system projects serving disadvantaged and rural populations.
- Guided local agencies through complex match, eligibility, and regulatory hurdles to unlock principal forgiveness and lower local cost share.

Our team includes former congressional staff, attorneys, and policy experts with extensive experience in federal grant programs, public safety legislation, and agency operations. You will have direct access to our senior team, including our President, Chief Counsel, and Vice President.

Kiley & Associates would be honored to serve as your federal advocate. Should you decide to hire our team, we are prepared to begin immediately and recommend scheduling a strategy session to align on priorities. **Our monthly retainer for this engagement is \$2,750.**

Thank you for your time and consideration. Please do not hesitate to contact me directly with any questions.

Very respectfully,



Jayson Braude  
Chief Counsel

Kiley & Associates, LLC  
301 H Street NE  
Washington, DC 20002  
(562) 818-6646  
JBraude@kileyassociates.org

2 Attachments:

1. Team Biographies
2. Recent Experience and References

# Kiley & Associates

## Attachment I: Team Biographies

### Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies among others.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on local governments, defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee. As lead staff for two subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg also held positions as a wing plans officer, maintenance officer, and information management officer. Greg lives in Washington, D.C. with his wife and daughters.

### Jayson J. Braude-Chief Counsel, Kiley & Associates

Jayson Braude is the Chief Counsel to Kiley & Associates. Jayson Braude grew up in the Los Angeles area and is the grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington, D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nanette Diaz Barragan in her San Pedro office. Jayson has over fifteen-years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson is a graduate of UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, D.C.

### Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management. Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded

# Kiley & Associates

by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a D.C. think tank focusing on economic, domestic, and fiscal policy issues. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington, D.C.

## Michael Lane, Senior Partner, Kiley & Associates

Michael Lane is a Senior Partner at Kiley & Associates, specializing in federal supply chain policy, risk management, and government affairs. A former U.S. Army officer, he led the deployment of a logistics and sustainment company to Iraq in 2011 before transitioning to federal consulting. Mike has advised key agencies—including the Departments of State, Treasury, and Defense—on procurement, logistics, and risk management. He also has supported major defense contractors and aerospace firms navigating federal regulations. With deep expertise in supply chain resilience and national security policy, Mike advocates for clients facing legislative and regulatory challenges. A longtime Washington, D.C. resident, he leverages strong relationships across Capitol Hill and federal agencies to drive results.

# Kiley & Associates

## **Attachment II: Recent Experience and References**

Kiley & Associates has strong ties at the federal level with both the legislative and executive branches. Every member of our team has developed professional working relationships with Republican and Democratic Members of the Senate and House, as well as with their personal staffs, and the staffs of key Senate and House committees. Further, we have key allies within the White House staff and across the Trump Administration.

Kiley & Associates' size, structure and personalized approach allows us to provide proactive, cost-effective representation to all our clients.

We are extremely proud of our work for our city clients across the State of California. The accomplishments and experience gained from the recent work below in other cities is a sample of similar work we would apply to Palmdale.

### **2024- Present. Monte Vista Water District, CA.**

- Secured **\$1,092,000** for a Pipeline Replacement Project; organized multiple site visits for Congressman Torres; supported high-level meetings with EPA regarding WIFIA Loan issues; monitored water-related legislation in Sacramento; worked with the Bureau of Reclamation to unfreeze a major grant; and initiated a relationship with senior White House officials.

### **2024-Present. Crestline Village Water District, CA.**

- Secured a **\$1,000,000** CPF award for Water Efficiency and Infrastructure Updates.

### **2019-Present. City of Carson, California.**

- Provided guidance and counsel to the Mayor and City Council on various matters related to COVID-19, including updates on federal policy and federal grant opportunities.
- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.
- Coordinated meetings between Carson Council members, the FAA, and the Long Beach Airport regarding noise complaints from residents.
- Facilitated meetings with FEMA and the United States Treasury to ensure Carson was receiving their fair share of the municipal funding from the American Rescue Plan.
- Renewed the City's relationship with United States Senator Dianne Feinstein and helped the City apply for earmarks and Community Improvement Projects (CIPs) with her



# Kiley & Associates

office, which includes the potential of over a million dollars for parks funding within the City.

- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which will provide them up to \$50 per month towards broadband service for eligible households and a one-time discount of up to \$100 to purchase a computer or tablet.
- At the request of the City, approached the U.S. Postal Service in Washington, D.C. to investigate long-running postal problems within the City of Carson with a goal to improve mail service for Carson residents.
- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City-owned buildings.
- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the problem at the Domínguez Channel.
- Helped the City secure a \$2 million federal earmark from their Congressman for an infrastructure project at Carson Veterans Park.
- Helped the City secure a Senate earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

## 2019-Present. **City of South Gate, California.**

- Developed a federal funding and policy agenda for the Mayor, Council and City department heads. Created federal government agendas and provided federal outreach and funding opportunities. Provide the City with relevant hearing schedules and grant announcements.
- Arranged for City officials to meet with federal officials on the COVID-19 Funeral Assistance program which provided thousands of dollars for families in the City who lost a loved one.
- Provided the City with Congressional and White House updates detailing legislative action in Washington.
- Initiated a dialogue for the City with Union Pacific Railroad regarding trash and homelessness along a neglected rail line.

# Kiley & Associates

- Worked with the City to secure earmarks for \$1.5 million in road improvements to Garfield Avenue, of which Congresswoman Barragán submitted to the House Committee on Transportation and Infrastructure for approval.
- Worked with South Gate, Los Angeles County Metro, and Congress for millions of dollars in funding for the West Santa Ana Branch light rail line. Started a dialogue between the City and the office of recently appointed United States Senator Alex Padilla.
- Worked with the City and the EPA to keep the South Gate Superfund sites at the forefront of the agencies' federal priorities.
- Worked closely with the City and federal officials after the January 2020 Delta Airlines Fuel Release over Southeast Los Angeles. Facilitated a Zoom call between the White House and the City of South Gate. South Gate Councilwoman Denise Diaz also participated in this extremely informative and crucial White House conversation with Intergovernmental Affairs Director Eduardo Cisneros.
- Engaged with the United States Conference of Mayors, providing South Gate a seat at the table for numerous federal decisions.
- Helped the City secure an earmark for \$1 million that the Congresswoman submitted to the House Appropriations Committee for drinking water improvements.
- Helped the City secure an earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.
- Helped the City secure an earmark for \$1.25 million that both Senator Feinstein and Senator Padilla submitted to the Senate Appropriations Committee for upgrades to the City's Emergency Operations Center.

## 2020-Present. **City of Lynwood, California.**

- Organized meetings for the City and the Port of Los Angeles regarding the shipping backlog and the supply chain issues currently impacting the region, traffic, and the environment.
- Worked with the U.S. Department of Housing and Urban Development to secure a \$1 million dollar award for the City of Lynwood. Worked with the EPA to bring in senior White House officials to the City for a tour and meetings.
- Worked with Congressional officials and the City to ensure Lynwood is maximizing COVID-19 FEMA reimbursements and implementing ARPA funding for maximum usage.

# Kiley & Associates

- Helped the City with numerous matters related to compliance and accounting of the ARPA. Worked with the City to push for Federal legislation that allows for 30% of ARPA recovery funding to be spent on transportation projects or community projects. This legislation allows local officials additional flexibility to spend their own funds and extends the spending deadline by an additional two years.
- Helped the City secure an earmark for \$1.3 million that their Congresswoman submitted to the House Appropriations Committee for renovations to the City's Senior Center.
- Helped the City secure Senate earmarks that were submitted to the Senate Appropriations Committee. Senator Feinstein secured funding for public safety radio.

## **References**

Justin Scott-Coe  
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City Manager, City of Maywood  
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Thaddeus McCormack  
City Manager, City of Lakewood  
[Tmack@lakewoodcity.org](mailto:Tmack@lakewoodcity.org)  
562-202-1114

Mayor Michael Vargas  
City of Perris  
[MVargas@cityofperris.org](mailto:MVargas@cityofperris.org)  
951-238-9598

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City Manager, City of Paramount  
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Assistant City Manager, Jurupa Valley

# Kiley & Associates

[Mflad@jurupavalley.org](mailto:Mflad@jurupavalley.org)

818-632-3110

David Roberts

City Manager, City of Carson

[DRoberts@carsonca.gov](mailto:DRoberts@carsonca.gov)

310-952-1729



# BOARD MEMORANDUM

**DATE:** October 13, 2025  
**TO:** BOARD OF DIRECTORS  
**FROM:** Mr. Joe Marcinko, Operations Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***CONSIDERATION AND POSSIBLE ACTION ON AWARD OF CONTRACT TO CALGON CARBON CORPORATION FOR GRANULAR ACTIVATED CARBON (GAC) SERVICES. (BUDGETED – OPERATION MANAGER MARCINKO)***

---

## **Recommendation:**

Staff recommends that the Board award a contract to Calgon Carbon Corporation for Granular Activated Carbon (GAC) Services.

## **Alternative Options:**

The alternative is for the District to evaluate alternative treatment options.

## **Impact of Taking No Action:**

Increased costs due to noncompetitive pricing.

## **Background:**

The District uses surface water for most of its water supply which contains natural organic material. GAC removes natural organic material in the water to help prevent the formation of Trihalomethanes (THM's). THM's form when chlorine reacts with natural organic material. In 2009, the District conducted GAC treatment studies and concluded the two best products were Calgon's F400 and Evoqua's AC1230CX. The District began utilizing Calgon's F400 GAC and Evoqua's AC1230CX GAC as its primary treatment for compliance with the EPA's water quality regulations specific to THM's.

Since 2014, the District had contracts with Calgon and Evoqua to replace the District's GAC, but both Contracts have expired. In September 2025, Staff requested proposals for a single GAC Services contract and held a mandatory pre-proposal meeting on September 16 which was attended by three vendors. Two proposals were received, evaluated by staff and the average scores are listed below.

Vendor	Evaluation Average Score (%)
Calgon Carbon Corporation	88.7
Karbonous, Inc.	70.0

October 13, 2025

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 2 – Organizational Excellence.

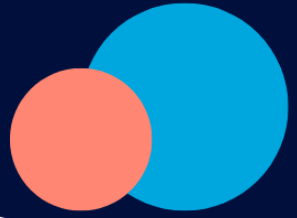
The item directly relates to the District’s Mission Statement.

**Budget:**

This item is budgeted under Water Quality Expense.

**Supporting Documents:**

- Calgon Carbon Corporation GAC Services Proposal



# REQUEST FOR PROPOSAL (RFP) GRANULAR ACTIVATED CARBON (GAC) SERVICES

Palmdale Water District  
2029 E Avenue Q  
Palmdale, CA 93550

SUBMITTED BY CALGON CARBON CORPORATION  
October 7<sup>th</sup>, 2025





## **CONTRACTORS STATE LICENSE BOARD**

9821 Business Park Drive, Sacramento, California 95827  
Mailing Address: P.O. Box 26000, Sacramento, CA 95826  
800-321-CSLB (2752)  
[www.csfb.ca.gov](http://www.csfb.ca.gov)

STATE OF CALIFORNIA  
Arnold Schwarzenegger, Governor

March 27, 2008

Gordon Sheffer  
Director Field Service and Risk Management  
Calgon Carbon Corporation  
P.O. Box 717  
Pittsburg, PA 15230-0717

CSLB File No. 1517-08

Dear Mr. Sheffer:

This is in response to your faxed correspondence received in License Management on March 26, 2008 in which have requested a written verification of exemption to a California Contractors License in order to perform an Activated Carbon exchange at their facility.

The work to be performed consists of the following steps:

1. Removing exhausted carbon from their vessel/filter using an industrial vacuum or similar device and packing it into sacks or bulk trailers
2. Installing fresh activated carbon back into the vessel.

You state that you are not providing sales or installation of finished products that become part of a fixed structure.

So what you do is vacuum the pellets out and the new pellets in.

Based on the information provided a Contractors' License would not be required.

I trust that this has been responsive to your inquiry.

Sincerely,

ED BACKSTROM  
License Classifications Deputy

EB/tw





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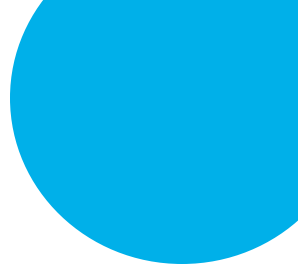
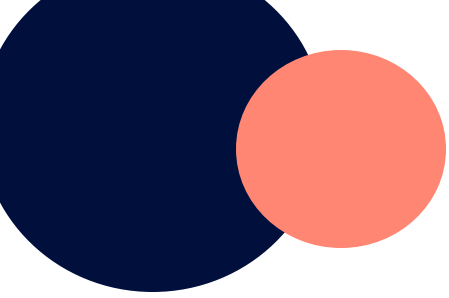
Carbon Exchange Procedures

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Evidence of Insurance

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Contact Information



# SUBMITTAL

1

## Calgon Carbon Corporation History

# THE HISTORY OF CALGON CARBON

When the United States entered World War II, coconut shells were the raw material used to produce granular activated carbon (GAC), the filtering agent in military gas masks. Faced with a shortage of this crucial war material, the government asked Pittsburgh Coke and Chemical to develop a substitute from a native material. In 1942, the Company produced an activated carbon product using bituminous coal, and that was the beginning of the firm now known as Calgon Carbon Corporation.

Throughout history, Calgon Carbon has been a pioneer in creating new activated carbon products, systems and services from the infancy stages to the current global industry. The Company currently offers carbon technologies used in over 700 distinct market applications from purifying air and drinking water, to purifying foods and pharmaceuticals, to separating gas and removing mercury emissions from coal-powered electrical facilities. As a leader in the activated carbon industry, Calgon Carbon Corporation has originated cutting-edge purification systems for drinking water, wastewater, odor control, pollution abatement, and a variety of industrial and commercial manufacturing processes.

## A HISTORY OF INNOVATION

**1942** Pittsburgh Coke & Chemical Company, Inc. pioneers the development of coal-based granular activated carbon for use in military protection.

**1955** The "Pittsburgh Pulse Bed" system is introduced – the first activated carbon system for sugar decolorization.

**1960** The Activated Carbon Division of Pittsburgh Coke and Chemical pioneers the use of granular activated carbon in drinking water treatment.

**1962** The Activated Carbon Division reaches a major milestone when 40,000 pounds of bituminous coal-based granular activated carbon is installed for the Virginia-American Water Co., a subsidiary of the American Water Works Service Company, setting a new benchmark for drinking water quality.

**1965** Pittsburgh Activated Carbon Company (formerly Pittsburgh Coke & Chemical) is acquired by Calgon Corporation.

**1967** Calgon Corporation is reorganized into six autonomous divisions, including the Pittsburgh Activated Carbon Company, responsible for its own marketing and manufacturing.

**1968** Calgon Corporation acquired by Merck and Co., Inc.

**1971** Calgon Carbon begins to offer reactivation services in the U.S. Offering customers both environmental and cost-saving benefits.

**1978** A joint venture is formed with Mitsui Chemicals, Inc. and Mitsui & Co., Ltd.

**1985** Calgon Carbon, a wholly-owned subsidiary of Merck and Co., Inc., is acquired by its management through a leveraged buyout.

**1987** Calgon Carbon completes initial public offering of common stock. **1991** Calgon Carbon is listed on the New York Stock Exchange (NYSE), trading under the symbol CCC.

**1993** In the U.K., Thames Water Utilities, Ltd., grants Calgon Carbon exclusive rights to market its new Sandwich Filter technology for the removal of pesticides and other organic compounds from drinking water. **1996** Calgon Carbon acquires the perox-pure business operations of Vulcan Peroxidation Systems, Inc., (Tucson, Arizona), and Solarchem Enterprises, Inc., (Toronto, Ontario, Canada). Calgon Carbon also acquires Advanced Separation Technologies Incorporated™ (Lakeland, Florida) and Charcoal Cloth (International) Ltd., a British manufacturer of activated carbon in cloth form.

**1997** Singapore-based marketing subsidiary Calgon Carbon Asia is formed, serving customers in Korea, Taiwan, the People's Republic of China, Southeast Asia, Australia, New Zealand and India.

**1998** Calgon Carbon launches two distinct products: Sentinel® ultraviolet (UV) disinfection system for the inactivation of Cryptosporidium and ISEP® continuous ion exchange system for perchlorate removal.

**2002** Calgon Carbon Corporation expands in Asia, starting up a manufacturing plant in China and forming a joint venture with Mitsubishi Chemical Corporation of Tokyo, Japan to produce and sell activated carbon and related services throughout Japan. Additionally, Calgon Carbon is the first activated carbon manufacturer in the U.S. to install GAC treatment specifically for PFAS removal

**2004** The company acquires Waterlink Specialty Products, known as Barnebey Sutcliffe in the United States, and Sutcliffe Speakman in Europe, to enhance capabilities in carbon reactivation, impregnation and on-site services.

**2005** Calgon Carbon Corporation and C. Gigantic Carbon (Gigantic) form a joint-venture company to provide carbon reactivation services to the Thailand market. The new company, Calgon Carbon (Thailand) Ltd. begins operation.

**2007** First contract for FLUEPAC® powdered activated carbon for treatment of mercury in flue gas streams from coal-fired electric power plant is signed and secured.

**2009** The company unveils a new corporate logo, re-positioning the former logo's distinctive "ellipse" shape into a forward-moving direction to symbolize the company's anticipated long-term growth.

**2010** Calgon Carbon acquires two companies: the firm Zwicky Denmark and Sweden, service providers and long-term distributors of Chemivron Carbon's activated carbon products; and purchases the outstanding stock of Hyde Marine Inc., a manufacturer of systems that utilize filters and UV technology to treat marine ballast water. Calgon Carbon's Blue Lake, California plant is the first in the U.S. to receive certification from NSF International under NSF/ANSI Standard 61: Drinking Water System Components – Health Effects for custom reactivated carbon for potable water applications.

**2011** The acquisition of Calgon Carbon Japan KK (CCJ), the former joint venture between Calgon Carbon Corporation and Mitsubishi Chemical Corporation is completed. Additionally, the company announces that the City Council of Phoenix, Arizona has selected Calgon Carbon to negotiate a contract to provide reactivation services for a ten-year period, and also includes the construction of a reactivation facility in Maricopa County, Arizona.

**2018** Calgon Carbon is acquired by Kuraray Co., Ltd in March. Steve Schott is named CEO in September.

**2020** Calgon Carbon formally announces the construction of a new activated carbon production line (G-line) at its Pearl River Plant in Mississippi, and an additional reactivation furnace in Belgium. A large equipment production expansion project launches adding capacity.

**2021** A large equipment production expansion project is completed, at Neville Island, PA, to increase capacity in North America.

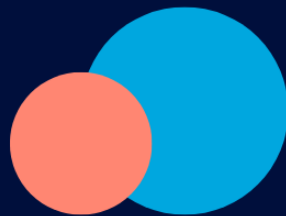
**2023** Calgon Carbon celebrates the completion of our G-Line construction and hosts a ribbon cutting ceremony in October.



## SUBMITTAL

2

**Granular Activated Carbon Specifications:  
Affidavit of Compliance,  
Specification Sheet,  
And Safety Data Sheet**



## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies that the Virgin Granular Activated Carbon designated as Filtrasorb 400 complies with all the applicable provisions of the AWWA standard for Granular Activated Carbon denoted as B-604-latest edition, ANSI/NSF Rule 61, and the Food Chemical Codex.

Filtrasorb 400 is mined and manufactured in the USA from bituminous coal and produced through a reagglomeration process. Filtrasorb 400 is manufactured at the Calgon Carbon Catlettsburg Plant in Catlettsburg, KY.

Calgon Carbon Corporation



Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

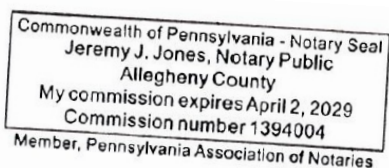
County of Allegheny

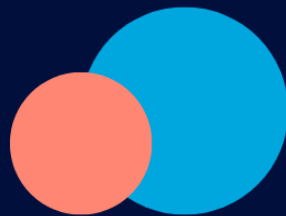
Signed (or attested) before me on May 1, 2025 by Amber Simonic.



Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029





## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies it is a prime manufacturer of activated carbon and related equipment and services for purifying water and air, with a history of 75 plus years, and is the owner and operator of four potable reactivation facilities. Calgon Carbon Corporation certifies that all its virgin and reactivated carbon products are ANSI/NSF certified.

Calgon Carbon Corporation



Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

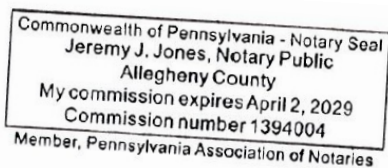
County of Allegheny

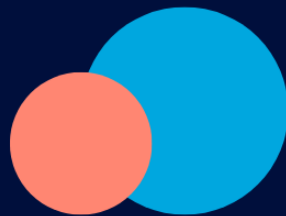
Signed (or attested) before me on May 1, 2025 by Amber Simonic.



Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029





## AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies we are the owner of dedicated food grade trailers which transport only food grade/potable NSF 61 products and food grade spent carbon. The designation rules as to which type of trailer transports a particular product or spent carbon type are strictly adhered to and will not be compromised under any circumstances.

For Custom React customers, all trailers receive a food grade wash before spent pickup and before loading custom reactivated material.

Calgon Carbon Corporation prides itself on supplying municipal and industrial customers with required activated carbon for their water treatment and air purification needs. That pride stems from the understanding that clean drinking water is a necessity for the population(s) that our customers serve. As the largest domestic producer of re-agglomerated bituminous carbon for water, vapor, and air purification, we believe it is our duty to go above and beyond the expectations of our customers to provide a superior product with superior service. We provide multiple redundancies in our supply of activated and re-activated carbon to ensure that customers can count on on-time deliveries to keep their water treatment plants and manufacturing facilities operating.

Calgon Carbon Corporation



Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

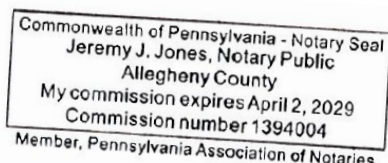
County of Allegheny

Signed (or attested) before me on May 1, 2025 by Amber Simonic.



Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2029





# FILTRASORB 400

## Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	1000	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	2	TM-1,ASTM D2867
ABRASION NUMBER	75	-	TM-9,AWWA B604
EFFECTIVE SIZE, mm	0.55	0.75	TM-47,ASTM D2862
UNIFORMITY COEFFICIENT	-	1.9	TM-47,ASTM D2862
12 US MESH [1.70 mm], wt%	-	5	TM-8,ASTM D2862
< 40 US MESH [0.425 mm] (PAN), wt%	-	4	TM-8,ASTM D2862

### Typical Properties:

This product complies with ANSI/AWWA B604 (2005) – Granular Activated Carbon.

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (8th Edition) published by the U.S. Pharmacopeia.

This product is produced under supervision of the Islamic Food and Nutrition Council of America (IFANCA).

This product is prepared under the supervision of the Kashruth Division of the Orthodox Union and is Kosher.

Only products bearing the NSF Mark are Certified to NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

**Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 2030-08/29/2013**



+1 800 422 7266 calgoncarbon.com

**CalgonCarbon**  
A Kuraray Company

# FILTRASORB® 400

Granular Activated Carbon



FILTRASORB 400 activated carbon can be used in a variety of liquid phase applications for the removal of dissolved organic compounds. FILTRASORB 400 has been successfully applied for over 40 years in applications such as drinking and process water purification, wastewater treatment, and food, pharmaceutical, and industrial purification.

## APPLICATIONS

- Municipal Drinking Water
- Industrial Wastewater
- Pond/Aquarium
- Pharmaceuticals
- Environmental Water Processing
- Water Reuse
- Surface Water
- Groundwater
- Food & Beverage
- Bottling & Brewing

## DESCRIPTION

FILTRASORB 400 is a granular activated carbon (GAC) for the removal of dissolved organic compounds from water and wastewater as well as industrial and food processing streams. These contaminants include taste and odor compounds, organic color, total organic carbon (TOC), and industrial organic compounds such as TCE, PCE, and PFAS.

FILTRASORB 400 is made from select grades of bituminous coal through a process known as reagglomeration to produce a high activity, durable, granular product capable of withstanding the abrasion associated with repeated backwashing, hydraulic transport, and reactivation for reuse. The raw coal is mined and subsequently manufactured into GAC in the United States to ensure the highest quality and consistency in the finished product. Activation is carefully controlled to produce a significant volume of both low and high energy pores for effective adsorption of a broad range of high and low molecular weight organic contaminants.

FILTRASORB 400 is formulated to comply with all the applicable provisions of the AWWA Standard for Granular Activated Carbon (B604) and Food Chemicals Codex. FILTRASORB 400 is also certified to the requirements of NSF/ANSI 61 for use in municipal water treatment facilities. Only products bearing the NSF Mark are certified to the NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packaging or documentation shipped with the product.

## Specifications

Iodine Number, mg/g	1,000 (min)
Moisture by Weight	2% (max)
Effective Size	0.55–0.75 mm
Uniformity Coefficient	1.9 (max)
Abrasion Number	75 (min)
Screen Size by Weight, US Sieve Series	
On 12 mesh	5% (max)
Through 40 mesh	4% (max)

## Typical Properties

Apparent Density	0.57 g/cc
Water Extractables	<1%
Non-Wettables	<1%

## FEATURES & BENEFITS

- Produced in the United States from a pulverized blend of high quality, domestically mined bituminous coals resulting in a consistent, high quality product.
- Carbon granules are uniformly activated through the whole granule, not just the outside, resulting in excellent adsorption properties and consistent adsorption kinetics.
- The reagglomerated structure ensures proper wetting and minimal floating material.
- High mechanical strength relative to other raw materials, thereby reducing the generation of fines during backwashing and hydraulic transport.
- Carbon bed segregation is retained after repeated backwashing, ensuring the adsorption profile remains unchanged and therefore maximizing the bed life.
- Reagglomerated with a high abrasion resistance, which provides excellent reactivation performance.
- High density carbon resulting in a greater adsorption capacity per unit volume.

*pH stabilized product offerings available upon request.*

## SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

1.800.4Carbon | [calgoncarbon.com](http://calgoncarbon.com)

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BACKWASH AND CONDITIONING

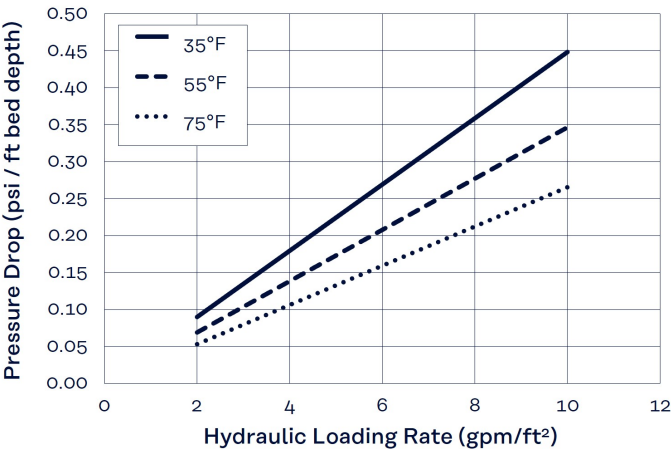
Prior to placing a recently filled granular activated carbon (GAC) vessel online, adequate media backwash and media conditioning are required. The following steps are intended to serve as guidelines to condition GAC media prior to placing the system in service. These steps may be able to be tailored to accommodate site specific constraints. For more information, please contact your Calgon Carbon sales or technical representative.

INITIAL BACKWASH

Following GAC media exchange, slowly fill the vessel with potable water in the up-flow direction until the vessel is full. Fill using flow rates that provide less than 5% bed expansion. Soak the new GAC media overnight (approx. 16 hours) to degas the media bed. Once the soaking period is complete, conduct a start-up backwash (up-flow operation) per the steps outlined below.

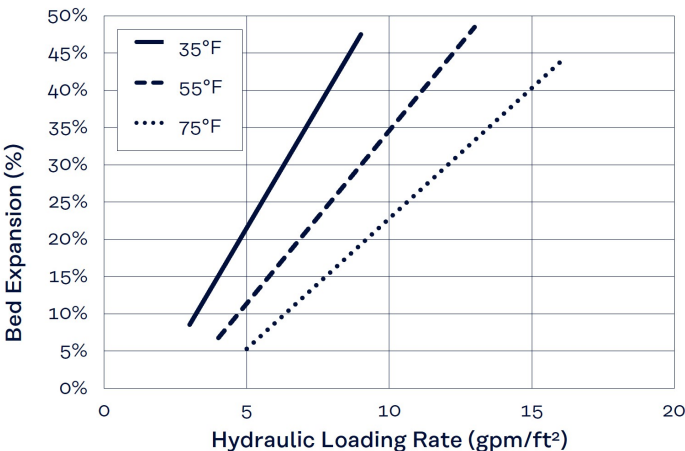
TYPICAL CLEAN-BED PRESSURE DROP

Based on a backwashed and segregated bed



TYPICAL BED EXPANSION DURING BACKWASH

Based on a backwashed and segregated bed



Startup Backwash

1. Flow @ 5% expansion for 2 minutes.
2. Flow @ 10% expansion for 2 minutes.
3. Flow @ 15% expansion for 2 minutes.
4. Flow @ 30% expansion for 30 minutes.
5. Flow @ 15% expansion for 2 minutes.
6. Flow @ 10% expansion for 2 minutes.
7. Flow @ 5% expansion for 2 minutes.

Refer to the bed expansion curve to determine the flowrates needed at each step.  
Please note, an identical backwash procedure is recommended when a media vessel is restarted after an extended shutdown or restarted after the bed has been drained.

DESIGN CONSIDERATIONS

FILTRASORB 400 activated carbon is applied in down-flow operation and can be used in both pressure vessels and gravity filters. Design considerations for a treatment system is based on the user's operating conditions, the treatment objectives desired, and the chemical nature of the compound(s) being adsorbed. Reach out to your Technical Sales Representative for more information and to address your specific needs.

SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations  
Issue date: 06/03/2024 Supersedes date: 10/20/2020 Version: 5.1

### SECTION 1: Identification

#### 1.1. Identification

Trade name : ACTIVATED CARBON FILTRASORB (For full list of product trade names and codes, see Section 16.)  
Product form : Substance  
CAS-No. : 7440-44-0  
Synonyms : Activated carbon; Steam activated carbon (For full list of product synonyms, i.e., product names and codes, see Section 16.)

#### 1.2. Recommended use and restrictions on use

Recommended use : Adsorbent

#### 1.3. Supplier

Calgon Carbon Corporation  
P.O. Box 717  
Pittsburgh, PA 15230  
412-787-6700

#### 1.4. Emergency telephone number

Emergency number : CHEMTREC (24HRS): 1-800-424-9300

### SECTION 2: Hazard(s) identification

#### 2.1. Classification of the substance or mixture

##### GHS US classification

Combustible dust

*Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.*

#### 2.2. GHS Label elements, including precautionary statements

##### GHS US labeling

Signal word (GHS US) : Warning  
Hazard statements (GHS US) : May form combustible dust concentrations in air.

#### 2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification: Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

#### 2.4. Unknown acute toxicity (GHS US)

No data available

# ACTIVATED CARBON FILTRASORB

## Safety Data Sheet

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 3 : Composition/Information on ingredients

#### 3.1. Substance(s)

Name	Product identifier	%
Activated carbon	CAS No.: 7440-44-0	75 – 100*
*This product is manufactured from a naturally occurring raw material and may contain up to 25% impurities. It has been specifically determined that the impurity content will not have any impact on the hazard classification of this product.		

#### 3.2. Mixtures

Not applicable

### SECTION 4: First-aid measures

#### 4.1. Description of first aid measures

First-aid measures general	: If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
First-aid measures after inhalation	: IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.
First-aid measures after skin contact	: IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.
First-aid measures after eye contact	: IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.
First-aid measures after ingestion	: IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

#### 4.2. Most important symptoms and effects (acute and delayed)

Symptoms/effects after inhalation	: Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.
Symptoms/effects after skin contact	: Dust may cause irritation.
Symptoms/effects after eye contact	: Dust may cause irritation and redness.
Symptoms/effects after ingestion	: Not expected to present a significant hazard under anticipated conditions of normal use.

#### 4.3. Immediate medical attention and special treatment, if necessary

No additional information available.

### SECTION 5: Fire-fighting measures

#### 5.1. Suitable (and unsuitable) extinguishing media

Suitable extinguishing media	: Water spray. Carbon dioxide. Dry chemical. Foam. Sand.
Unsuitable extinguishing media	: None known.

#### 5.2. Specific hazards arising from the chemical

Fire hazard	: Dust may be combustible under specific conditions. May be ignited by heat, sparks, or flames.
Explosion hazard	: Dust may form explosive mixture in air.
Reactivity in case of fire	: No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

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### 5.3. Special protective equipment and precautions for fire-fighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

## SECTION 6: Accidental release measures

### 6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

#### 6.1.1. For non-emergency personnel

No additional information available.

#### 6.1.2. For emergency responders

No additional information available.

### 6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble but can cause particulate emission if discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

### 6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.  
Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

### 6.4. Reference to other sections

No additional information available.

## SECTION 7: Handling and storage

### 7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes, and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and when leaving work. Keep away from sources of ignition - No smoking.

### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

## SECTION 8 : Exposure controls/personal protection

### 8.1. Control parameters

Activated carbon (7440-44-0)*	
OSHA PEL (TWA) (mg/m³)	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)

\*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

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### 8.2. Appropriate engineering controls

Appropriate engineering controls : Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

### 8.3. Individual protection measures/Personal protective equipment

<b>Hand protection:</b>
Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.
<b>Eye protection:</b>
Use eye protection suitable to the environment. Avoid direct contact with eyes.
<b>Skin and Body protection:</b>
Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.
<b>Respiratory protection:</b>
Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

**Personal protective equipment :** Gloves. Safety glasses. Protective clothing. Under insufficient ventilation conditions wear respiratory protection.

**Personal protective equipment symbol(s):**



## SECTION 9: Physical and chemical properties

### 9.1. Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Granular, powder, or pelletized substance
Color	: Black
Odor	: Odorless
Odor threshold	: No data available
pH	: No data available
Relative evaporation rate (butylacetate=1)	: Not applicable
Melting point	: Not applicable
Freezing point	: Not applicable
Boiling point	: Not applicable
Flash point	: No data available
Auto-ignition temperature	: > 350 °C
Decomposition temperature	: No data available
Flammability (solid, gas)	: > 350 °C
Vapor pressure	: Not applicable
Relative vapor density at 20 °C	: Not applicable
Apparent density	: 0.3 - 0.75 g/cc



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Solubility	: Insoluble
Log Pow	: Not applicable
Log Kow	: Not applicable
Viscosity, kinematic	: Not applicable
Viscosity, dynamic	: Not applicable
Explosive properties	: No data available
Oxidising properties	: No data available
Explosive limits	: No data available

### 9.2. Other information

No additional information available.

## SECTION 10: Stability and reactivity

### 10.1. Reactivity

No dangerous reactions known under normal conditions of use.

### 10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

### 10.3. Possibility of hazardous reactions

None known.

### 10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

### 10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

### 10.6. Hazardous decomposition products

Carbon monoxide (CO), Carbon dioxide (CO<sub>2</sub>)

## SECTION 11 : Toxicological information

### 11.1. Information on toxicological effects

Acute toxicity (oral) : Not classified

<b>Activated carbon (7440-44-0)</b>	
LD <sub>50</sub> oral rat	> 2000 mg/kg

Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified

<b>Silica: crystalline, quartz (14808-60-7)</b>	
IARC group	1 – Carcinogenic to humans
The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occurring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommend that users avoid inhalation of product in a dust form.	

Reproductive toxicity	: Not classified
STOT-single exposure	: Not classified



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STOT-repeated exposure	: Not classified
Aspiration hazard	: Not classified
Symptoms/injuries after inhalation	: Not expected to present a significant hazard under anticipated conditions of normal use.
Symptoms/injuries after skin contact	: Dust may cause irritation of the skin.
Symptoms/injuries after eye contact	: Dust may cause irritation and redness.
Symptoms/injuries after ingestion	: Not expected to present a significant hazard under anticipated conditions of normal use.

## SECTION 12: Ecological information

### 12.1. Toxicity

No additional information available.

### 12.2. Persistence and degradability

No additional information available.

### 12.3. Bioaccumulative potential

No additional information available.

### 12.4. Mobility in soil

No additional information available.

### 12.5. Other adverse effects

No additional information available.

## SECTION 13: Disposal considerations

### 13.1. Waste treatment methods

Waste treatment and disposal methods	: Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local, state, or federal regulations. Do not allow the product to be released into the environment.
Additional information	: Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

## SECTION 14: Transport information

### 14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

UN-No. (DOT)	: None on finished product
DOT NA No.	: None on finished product
Proper Shipping Name (DOT)	: Not regulated
Department of Transportation (DOT) Hazard Classes	: None on finished product
Hazard labels (DOT)	: None on finished product
Packing group (DOT)	: None on finished product
DOT Quantity Limitations Passenger aircraft/rail(49 CFR 173.27)	: None on finished product

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### 14.2. Transport by sea

Not classified as hazardous for water transport. Per Special Provision 925 of the IMDG Code, steam-activated carbon products are exempt from classification as UN 1362 – CARBON ACTIVATED and is thus **not** considered a dangerous good for transportation.

IMO/IMDG

UN/NA Identification Number : None on finished product  
UN-Proper Shipping Name : Not regulated  
Transport Hazard Class : None on finished product

### 14.3. Air transport

Not classified as hazardous for air transport

ICAO/IATA

UN/NA No. : None on finished product  
UN-Proper Shipping Name : Not regulated  
Transport Hazard Class : None on finished product  
Packing Group : None on finished product  
Marine Pollutant : None on finished product

### 14.4. Additional information

Other information : When tested according to the United Nations Transportation of Dangerous Goods, "Manual of Tests and Criteria, Part III, Test N.4 - Test Method for Self-Heating Substances" it has been specifically determined that non-impregnated steam activated carbon products do not have self-heating properties and are therefore exempt from classification as UN 1362- CARBON ACTIVATED. (See Special Provision 925 of the IMDG and A3 of IATA.) This information is applicable to the steam activated carbon product(s) identified under Section 16 of this document.

## SECTION 15: Regulatory information

### 15.1. US Federal regulations

ACTIVATED CARBON FILTRASORB	
All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule") as of February 2019, or are otherwise exempt.	
SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust

<b>Cobalt (7440-48-4)*</b>	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

\*Present below de minimis levels

### 15.2. International regulations

No additional information available.

### 15.3. US State regulations

#### California Proposition 65

An exposure assessment conducted in October 2023 determined the contaminants of Proposition 65 concern are below the estimated Safe Harbor Levels. A Proposition 65 warning label is not required for product(s) listed under Section 16 of this SDS.

Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right to Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List

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Component	State or local regulations
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Silica: crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right to Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right to Know List

### SECTION 16: Other information

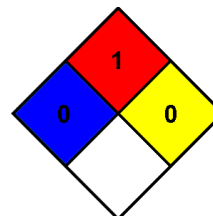
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Issue date : 06/03/2024

NFPA health hazard : 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.

NFPA fire hazard : 1 - Must be preheated before ignition can occur.

NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



#### HMIS III Rating

Health : 0

Flammability : 1

Physical : 0

Personal Protection :

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety, and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information in this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same and disclaims all liability for reliance thereon.

# ACTIVATED CARBON FILTRASORB

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### List of Product Trade/Synonyms Names

(Product Codes are located in parentheses after each product name)

- F400 OSD (18801)
- FILTRASORB 100 (11940)
- FILTRASORB 100 (13131)
- FILTRASORB 100 D (15610)
- FILTRASORB 100 PH (11942)
- FILTRASORB 200 (11950)
- FILTRASORB 200 (13132)
- FILTRASORB 200 AR HWF (11948)
- FILTRASORB 200 AWD CCR 12X40 (11939)
- FILTRASORB 200 AWD CCR 12X40 PH (11929)
- FILTRASORB 200 AWD LF 12X40 (11955)
- FILTRASORB 200 AWD LF PH (11968)
- FILTRASORB 200 D (15620)
- FILTRASORB 200 E (11961)
- FILTRASORB 200 E PH (13615)
- FILTRASORB 200 GLY (11965)
- FILTRASORB 200 I (12021)
- FILTRASORB 200 M (11951)
- FILTRASORB 200 PH (11931)
- FILTRASORB 200-CD (15615)
- FILTRASORB 200-CD PH (15616)
- FILTRASORB 200D CC (15623)
- FILTRASORB 300 (11975)
- FILTRASORB 300 AR (11978)
- FILTRASORB 300 BBT (12001)
- FILTRASORB 300 CA GLY (11995)
- FILTRASORB 300 CCG (11969)
- FILTRASORB 300 [CD] I (25020)
- FILTRASORB 300 CSB (12004)
- FILTRASORB 300 CSC (12014)
- FILTRASORB 300 D (15630)
- FILTRASORB 300 D SK (19782)
- FILTRASORB 300 E (11958)
- FILTRASORB 300 E CSA (13014)
- FILTRASORB 300 E PH (11957)
- FILTRASORB 300 EN (13674)
- FILTRASORB 300 GLY 8X30 (12000)
- FILTRASORB 300 I (12023)
- FILTRASORB 300 M (11974)
- FILTRASORB 300 M PH (11971)
- FILTRASORB 300 NB (11959)
- FILTRASORB 300 PH (12010)
- FILTRASORB 300 WW LF (12007)

# ACTIVATED CARBON FILTRASORB

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• FILTRASORB 300-CD	(15315)
• FILTRASORB 300-CD HA	(15322)
• FILTRASORB 300-CD NB	(15320)
• FILTRASORB 300-CD NB HA	(15321)
• FILTRASORB 300-CD PH	(15316)
• FILTRASORB 300D 80I	(15625)
• FILTRASORB 300D AW	(13984)
• FILTRASORB 300D AW AO	(19071)
• FILTRASORB 300D AW HA	(13986)
• FILTRASORB 300D CC (ASIA)	(19766)
• FILTRASORB 300D CC CM	(15626)
• FILTRASORB 300D CC RO	(19856)
• FILTRASORB 300D LSI R	(15497)
• FILTRASORB 300D CCR	(19852)
• FILTRASORB 300D PLUS	(19752)
• FILTRASORB 300DR I	(15495)
• FILTRASORB 300DR I (BH)	(19804)
• FILTRASORB 300DR I (CR)	(19821)
• FILTRASORB 300DR I (LG)	(19779)
• FILTRASORB 300DR I (SW)	(19820)
• FILTRASORB 400	(12030)
• FILTRASORB 400	(13134)
• FILTRASORB 400 50X200	(13591)
• FILTRASORB 400 AR	(12036)
• FILTRASORB 400 AR PH	(13523)
• FILTRASORB 400 AR+	(13543)
• FILTRASORB 400 AR+ 12X40	(13586)
• FILTRASORB 400 AR+ I	(13791)
• FILTRASORB 400 AR+ NB	(13619)
• FILTRASORB 400 AR+ PH	(13711)
• FILTRASORB 400 AW 12X40	(13562)
• FILTRASORB 400 AW 12X40 PH	(13929)
• FILTRASORB 400 C	(12040)
• FILTRASORB 400 C PH	(12043)
• FILTRASORB 400 CSA	(15655)
• FILTRASORB 400 CSA PH	(15656)
• FILTRASORB 400 D (QB)	(19756)
• FILTRASORB 400 E	(12038)
• FILTRASORB 400 E PH	(12039)
• FILTRASORB 400 EN	(13676)
• FILTRASORB 400 GLY	(12055)
• FILTRASORB 400 HS	(11993)
• FILTRASORB 400 HWF 80X325	(13621)
• FILTRASORB 400 I	(12028)
• FILTRASORB 400 J	(12051)
• FILTRASORB 400 K	(13853)
• FILTRASORB 400 M	(12031)

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• FILTRASORB 400 M HHI	(13633)
• FILTRASORB 400 M PH	(13807)
• FILTRASORB 400 M4	(11367)
• FILTRASORB 400 M6	(12002)
• FILTRASORB 400 OS	(12085)
• FILTRASORB 400 OS PH	(11368)
• FILTRASORB 400 OSH	(12026)
• FILTRASORB 400 PH	(12090)
• FILTRASORB 400 PNY	(12053)
• FILTRASORB 400 SF	(12105)
• FILTRASORB 400 SS	(11285)
• FILTRASORB 400-B	(12041)
• FILTRASORB 400-CD	(15645)
• FILTRASORB 400-CD PH	(15646)
• FILTRASORB 400D AW	(15644)
• FILTRASORB 400D AW QB	(19858)
• FILTRASORB 400D CC (ASIA)	(19767)
• FILTRASORB 400D CC CM	(15627)
• FILTRASORB 400D CC RO	(19857)
• FILTRASORB 400D CCR	(19851)
• FILTRASORB 400D TP	(15643)
• FILTRASORB 400DR I	(15647)
• FILTRASORB 600	(12127)
• FILTRASORB 600 20X50	(12113)
• FILTRASORB 600 AR+	(13667)
• FILTRASORB 600 AR+ 12X40	(12124)
• FILTRASORB 600 AR+ 50X200	(13571)
• FILTRASORB 600 AR+ 80X325	(13572)
• FILTRASORB 600 AR+ PH	(12228)
• FILTRASORB 600 AW 12X40	(12119)
• FILTRASORB 600 AW 12X40 PH	(12155)
• FILTRASORB 600 PH	(12126)
• FILTRASORB 816	(12130)
• FILTRASORB 816 AB	(12139)
• FILTRASORB 816 [CD]	(15324)
• FILTRASORB 816 D	(15554)
• FILTRASORB 816 E	(12248)
• FILTRASORB 816 E PH	(12246)
• FILTRASORB 816 FINES	(12062)
• FILTRASORB 816 M	(12131)
• FILTRASORB 816 MU	(12081)
• FILTRASORB 816 PH	(13774)
• FILTRASORB 816 TRACY	(11926)
• FILTRASORB 820	(12135)
• FILTRASORB 820 AR+	(13726)
• FILTRASORB 820D CCK	(15570)
• FILTRASORB 820 M	(12136)

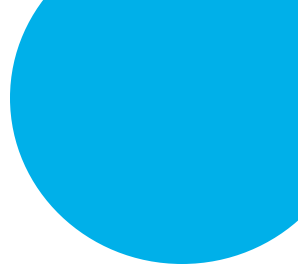
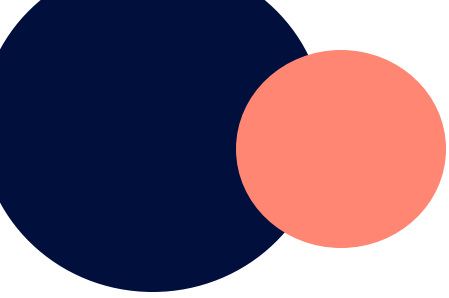
# ACTIVATED CARBON FILTRASORB

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- FILTRASORB 820 PH (13557)
- FILTRASORB 830 AR+ (13764)
- FILTRASORB 830 MU (12089)
- FILTRASORB 830M (11983)
- FILTRASORB 840 D (19827)
- FILTRASORB DW 12X40 (11011)
- FILTRASORB GS (11943)
- FILTRASORB SENTRY 8X16 (13574)
- FILTRASORB SENTRY 8X20 (13576)
- FILTRASORB SENTRY 8X30 (13573)
- FILTRASORB SENTRY AR N (13594)
- FILTRASORB SENTRY N (13596)
- FILTRASORB TL 820 CW (13112)
- FILTRASORB TL830 CSA PH (15683)
- FILTRASORB TL830 E (13115)
- FILTRASORB TL830 E PH (13118)
- FILTRASORB TL830-CD (15680)
- FILTRASORB TL830-CD PH (15681)
- FILTRASORB® 400 POU+ 80X325 (13926)
- FILTRASORB® 400 POU+ 8X40 (13969)
- FILTRASORB® 816 CMBG (13835)
- FILTRASORB™ 300 CA (13913)



## SUBMITTAL

3

ISO and NSF Certifications





## NSF

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The **NSF** (formerly the National Sanitation Foundation) is an international, non-profit organization that is dedicated to public health safety and the protection of the environment by developing performance standards for a broad range of products, especially for drinking water applications. NSF maintains a toxic leachate certification process for materials which come into contact with drinking water. Certain CCC products are certified to meet the NSF 42 and 61 standards. Go to [NSF.org](http://NSF.org) for a complete product listing for Calgon Carbon Corporation.



# MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:  
CERT-09424-2003-AQ-HOU-ANAB

Initial certification date:  
06 June, 2012

Valid:  
27 May, 2024 – 26 May, 2027

This is to certify that the management system of  
**Calgon Carbon Corporation**  
15024 US 23, Catlettsburg, KY, 41129, USA

has been found to conform to the Quality Management System standard:  
**ISO 9001:2015**

This certificate is valid for the following scope:  
**Manufacture, reactivation, and packaging of activated carbon products**

Place and date:  
Katy, TX, 18 April, 2024

For the issuing office:  
**DNV - Business Assurance**  
1400 Ravello Drive, Katy, TX, 77449-5164, USA



**Sherif Mekkawy**  
Management Representative



# SUBMITTAL

4

Customer References

# FILTRASORB REFERENCES



NAME	CITY	STATE	ADDRESS	CONTACT	NUMBER	LBS
<b>Emerald Coast Utilities</b>	Penascola	FL	9255 Strudeviant St	Bobby Rogers	850-969-6626	100,000
<b>Vaughn Water</b>	Bakersfield	CA	10014 Glenn St	Denny Armstrong	661-330-3615	20,000
<b>Sunnyslope</b>	Hollister	CA	3570 Airline Highway	Jim Flice	831-637-4670	45,000
<b>City of Fresno</b>	Fresno	CA	2600 Fresno St	Bob Little	559-621-5355	20,000
<b>City of Lodi</b>	Lodi	CA	1331 South Ham Ln	Lance Roberts	209-333-6800	150,000
<b>Lynn Water &amp; Sewer Commission</b>	Lynn	MA	390 Parkland Ave	Rick Dawe	781-595-5491	270,000
<b>West View Water</b>	Pittsburgh	PA	210 Perry Hwy	Scott McNicol	412-931-3292	1,400,000
<b>Village of Sikes</b>	Sikes	LA	200 Hwy 499N	Brian Owens	318-376-5176	20,000
<b>Acton Water District</b>	Acton	MA	693 Massachusetts Ave	Chris Allen	978-263-9107	40,000
<b>Artesian Water Co</b>	Newark	DE	664 Churchmans Rd	Rob Penman	302-453-6996	200,000
<b>Haverhill Water</b>	Haverhill	MA	131 Amesbury Rd	John D'Aoust	978-374-2385	350,000
<b>Town of Billerica</b>	Billerica	MA	365 Boston Rd	Jerry Garabedin	978-671-0957	54,000

## CONTACT US

Contact us to learn more about granular activated carbon, reactivation, and our commitment to safety and the environment.

1.800.4Carbon | [calgoncarbon.com](https://calgoncarbon.com)

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# SUBMITTAL

5

## Carbon Exchange Procedures

# CARBON EXCHANGE PROCEDURES



*\*These procedures are general in scope and may differ due to differences in scope for each customer and location.*

A carbon exchange consists of the removal of spent carbon from a filter and the installation of fresh carbon into the filter. The following procedures can also be used for initial carbon fills.

All spent carbon removals are completed hydraulically using the eduction method from the filter into an open dump truck.

The carbon installation can be completed from bulk truck deliveries or from 1,000-pound super sack deliveries. The eduction method can be used for installation from bulk trucks and from super sacks. A crane can be used to dump the carbon from the super sacks directly into the filter, allowing the filter to be filled when high-pressure water is not available.

The following section lists requirements for accomplishing a carbon exchange. The responsible party is noted after each item, either "customer" or Calgon Carbon "CCC". The designation of responsibility is for a typical project but can vary based on the specifications of the project.

## 1. PROJECT REQUIREMENTS

For removal of spent carbon or installation of fresh carbon using the eduction method the following is required:

### 1. Utilities

- a. A water source of at least 90 to 100 psi at 200 gpm. The supplied water source comes from the closest fire hydrant or a line, which is near a pump (i.e., a surface sweep pump). (Customer)
- b. A 2-1/2" fire hose reduced to 2" FNPT to connect to the eductor supplied by Calgon Carbon. The connection at the eductor is carbon removal and at the trailer for carbon installation. (CCC)
- c. A 3/4" garden hose at the filter for rinsing off the waders used by the labor force for carbon removal and at the trailer to insert in the hopper during carbon installation. (CCC)
- d. A drain to handle the disposal of water used in removing the spent carbon. The drain capacity should be equal to or greater than the water supplied for the carbon removal. (Customer)

# CARBON EXCHANGE PROCEDURES



2. Manpower
  - a. A plant operator to open or close plant water valves. (Customer)
  - b. Two (2) or three (3) laborers depending on the extent of work required. (Customer or CCC)
  - c. Supervision of installation. (CCC)
3. Miscellaneous
  - a. For installation or removal using a bulk trailer, an area large enough to stage one (1) or two (2) trailers is required. The approximate dimensions of a trailer are 51' long x 8'5" wide x 11'6" high. (Customer)
  - b. Sufficient storage for the super sacks upon arrival. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept away from areas which have inadequate drainage to prevent submersion of any carbon in free-standing water. (Customer)
  - c. The necessary equipment (crane and/or forklift) and manpower to receive and stage the carbon in super sacks prior to loading the filters. The carbon can be hydraulically or dry installed. The super sacks weigh 1,000 pounds each, have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack. (Customer)
  - d. The disposal of all super sacks and pallets. (Customer)
  - e. All transfer equipment, which includes a hopper, and eductor, a suction hose with wand, a F/F coupler, carbon slurry hoses, and a trough. (CCC)
  - f. Transportation for spent carbon return and virgin carbon delivery. (CCC)
  - g. Removal/installation sign-off certificates, which require a signature from the site contact and the Calgon Carbon Supervisor. (CCC)
  - h. Backwash rate curves to correspond with the product, which is installed. (CCC)

# CARBON EXCHANGE PROCEDURES



## 2. PRELIMINARY REQUIREMENTS

Customer should contact their Calgon Carbon Technical Sales Representative ten (10) working days prior to the date they plan to begin the exchange or installation. Subsequent to this notification, Calgon Carbon operations supervisor will work with the customer to reconfirm the start date and determine the equipment required to do the exchange.

## 3. SPENT REMOVAL - EDUCTION TO BULK TRAILER

- a. Prior to spent carbon removal from the filter, the customer must isolate the filter from the treatment mode, complete a backwash, and lower the water level just below the top of the carbon bed so freeboard measurements can be taken.
- b. While the filter is being backwashed, Calgon Carbon's supervisor will direct the connection of hoses, eductor and water supply.
- c. Take free board measurements, then add water to the filter to a level of 12" to 24" of water above the carbon.
- d. The driver prepares his truck to receive the spent carbon by installing a transfer hose to the front of the dump bed and a carbon retention screen on the chute and hooking up a drainage bib to the tailgate (if required) to catch all the water and direct it to a designated drain.
- e. The suction hose with a wand is used for removing spent carbon. During carbon removal the operator will be required to add water into the filter to maintain a water level.
- f. When it is determined that all the carbon has been removed, backwash the filter for a short amount of time, then take measurements of bed depth to determine if additional material should be removed.
- g. When the removal is complete, free board measurements are again taken. Water is added to the filter to a level of 12" to 24" above the sand.



# CARBON EXCHANGE PROCEDURES



## 4. CARBON FILL - EDUCTION FROM A BULK TRAILER

- a. The virgin carbon trailer is positioned and set up with Calgon Carbon equipment to educt the carbon into the empty filter. Calgon Carbon Corporation Safe Job Procedure OP-5 (attached) will be used to transfer carbon with an aluminum hopper.
- b. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.

If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines, and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.

- c. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.
- d. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.
- e. The procedure is repeated for each filter to be exchanged.
- f. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.

## 5. CARBON FILL - EDUCTION FROM SUPERSACKS

This method is similar to the method described in part D except as follows:

- a. Use the free-standing hopper instead of the truck mounted hopper.
- b. A crane or fork truck is necessary to bring super sacks from the storage area to the hopper.

# CARBON EXCHANGE PROCEDURES



## 6. CARBON FILL USING CRANE AND SUPERSACKS

1. The carbon will be furnished in 1,000-pound super sacks. The super sacks have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack.
2. Sufficient storage for the super sacks shall be provided. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept away from the areas which have inadequate drainage to prevent submersion of any carbon in free-standing water.
3. Add 12" to 24" of water to the filter.
4. A crane can be used to dump the carbon from the super sacks directly into the filter. Continue to add water to keep the carbon submerged.
5. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.
6. If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.
7. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.
8. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.
9. This procedure is repeated for each filter to be exchanged.
10. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.



# SUBMITTAL

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Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2026

5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>														
<b>INSURED</b> 1450884 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B : Berkley Assurance Company</td><td>39462</td></tr><tr><td>INSURER C : American Guarantee and Liab. Ins. Co.</td><td>26247</td></tr><tr><td>INSURER D : Interstate Fire &amp; Casualty Company</td><td>22829</td></tr><tr><td>INSURER E : American Zurich Insurance Company</td><td>40142</td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Berkley Assurance Company	39462	INSURER C : American Guarantee and Liab. Ins. Co.	26247	INSURER D : Interstate Fire & Casualty Company	22829	INSURER E : American Zurich Insurance Company	40142	INSURER F :	
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INSURER E : American Zurich Insurance Company	40142														
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 16591512**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 0111179 08	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 0111180 08	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	AUC 3275984-05	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
E A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N	WC 0111177 08(Ded) WC 0111178 08 (Retro)	6/1/2025 6/1/2025	6/1/2026 6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Professional Liability Pollution Legal Liability	N	N	PCAB-5028037-0625 USL03070824	6/1/2025 6/1/2024	6/1/2026 6/1/2027	\$5,000,000 per claim/aggregate \$10,000,000 per incident/\$15,000,000 agg

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

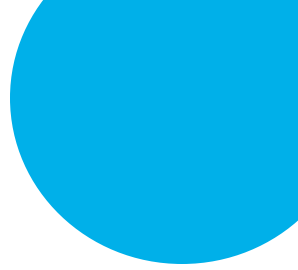
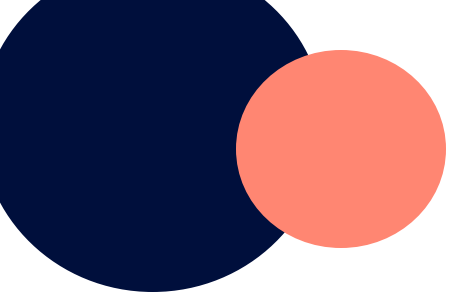
Evidence of Coverage.

**CERTIFICATE HOLDER****CANCELLATION****16591512**Calgon Carbon Corporation  
3000 GSK Drive  
Moon Township PA 15108

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

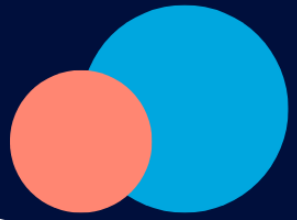
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## SUBMITTAL

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Contact Information



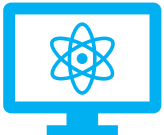
## CONTACT US:



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CALGON CARBON CORPORATION  
3000 GSK DRIVE  
MOON TOWNSHIP, PA 15108

**MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE  
PALMDALE WATER DISTRICT, OCTOBER 16, 2024:**

*A meeting of the Personnel Committee of the Palmdale Water District was held Wednesday, October 16, 2024, at 2029 East Avenue Q, Palmdale, CA 93550. Chair Kellerman called the meeting to order at 8:30 a.m.*

**1) Roll Call.**

**Attendance:**

Committee:

Scott Kellerman, Chair

Kathy Mac Laren-Gomez,  
Committee Member

**Others Present:**

Dennis LaMoreaux, General Manager

Scott Rogers, Assistant General Manager

Angelica Garcia, Human Resources Director

Dennis Hoffmeyer, Finance Manager

Judy Shay, Public Affairs Director

Vincent Dino, Alt. Committee Member

Danielle Henry, Executive Assistant

Trisha Guerrero, Management Analyst

**2) Adoption of Agenda.**

It was moved by Committee Member Mac Laren-Gomez, seconded by Chair Kellerman, and unanimously carried by all members of the Committee present at the meeting to adopt the agenda, as written.

**3) Public Comments for Non-Agenda Items.**

There were no public comments for non-agenda items.

**4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)**

**4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held August 6, 2024.**

It was moved by Committee Member Mac Laren-Gomez, seconded by Chair Kellerman, and unanimously carried by all members of the Committee present at the meeting to approve the minutes of the Personnel Committee meeting held August 6, 2024, as written.

**4.2) Consideration on a Recommendation to Approve Principal Engineer Position. (No Budget Impact – Human Resources Director Garcia)**

Human Resources Director Garcia provided an overview of the current Engineering positions and staff's recommendation to add a Principal Engineer position as part of the engineer classifications to provide greater recruitment flexibility, and after clarification of the current and proposed salary ranges, it was moved by Committee Member Mac Laren-Gomez, seconded by Chair Kellerman, and unanimously carried by all members of the Committee present at the meeting to approve the recommendation to approve a Principal Engineer position and that this item be presented to the full Board for consideration at the October 28, 2024 Regular Board Meeting.

**4.3) Consideration on a Recommendation to Approve Changes to Associate Engineer and Senior Engineer Job Descriptions. (No Budget Impact – Human Resources Director Garcia)**

Human Resources Director Garcia provided an overview of the proposed changes to the Associate and Senior Engineer positions, including certification requirements and years of experience, and after a brief discussion of internal succession opportunities and clarification of the engineering position levels and current vacancies, it was moved by Committee Member Mac Laren-Gomez, seconded by Chair Kellerman, and unanimously carried by all members of the Committee present at the meeting to approve the recommendation to approve changes to the Associate Engineer and Senior Engineer job descriptions and that this item be presented to the full Board for consideration at the October 28, 2024 Regular Board Meeting.

Finance Manager Hoffmeyer then expressed his concerns regarding personnel costs related to Engineering positions after which General Manager LaMoreaux clarified that these recommendations are changes to existing positions.

**5) Reports:**

**5.1) Human Resources Director Garcia:**

**a) Update on Employee Events.**

Human Resources Director Garcia provided an update on employee events including the benefit fair held on October 15, open enrollment through the end of October, participation in the 2024 Great California ShakeOut on October 17, the



employee holiday event on December 20, and staff's pumpkin decorating contest to be judged by the Board of Directors before the October 28 Regular Board Meeting followed by a brief discussion of last year's pumpkin decorating contest and the judging categories.

**b) Other.**

There were no other reports.

**6) Board Members' Requests for Future Agenda Items.**

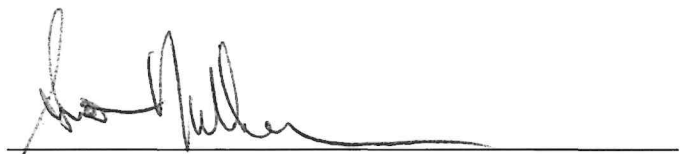
There were no requests for future agenda items.

**7) Date of Next Committee Meeting.**

There was no date set for the next Personnel Committee meeting.

**8) Adjournment.**

There being no further business to come before the Personnel Committee, the meeting was adjourned at 8:46 a.m.

  
Chair