



EAST PALO ALTO SANITARY DISTRICT

BOARD OF DIRECTORS

Glenda Savage, President
Joan Sykes-Miessi, Vice President
Bethzabe Yañez, Secretary
Goro Mitchell, Director
Dennis Scherzer, Director

901 Weeks Street
East Palo Alto, CA 94303
Phone: (650) 325-9021
Fax: (650) 325-5173
www.epasd.com

Akin Okupe, M.B.A, P.E., General Manager

EAST PALO ALTO SANITARY DISTRICT PUBLIC RELATIONS COMMITTEE MEETING APRIL 16, 2019 10:30 A.M.

Notice is hereby given that the Public Relations Committee Meeting of the East Palo Alto Sanitary District will be held on **Tuesday April 16, 2019 at 10:30 a.m.** The meeting will take place at the East Palo Alto Sanitary District office located at 901 Weeks Street, East Palo Alto, California.

1. **Call to Order**
2. **Roll Call**
Director Goro Mitchell
Director Dennis Scherzer
3. **Communications from the Public**
Members of the public are invited to address the Board regarding non-agenda items at the beginning of the meeting only. Persons wishing to speak on items listed on the agenda will be heard when called by the meeting chair.
4. **Agenda Amendments**
5. **Review/Approval** of February 22, 2019 PRCM Meeting Minutes
6. **Report / Discussion** of Public Relation strategies for the Sewer Rate Increases and collection of delinquency fees.
7. **Report / Discussion** of Novatech Proposal
8. **Oral & Written Communication**: Brief reports may be presented by the Manager and Staff pertaining to items not listed on the Agenda; however, no discussion or action can be taken.
9. **Future Agenda** TBD
10. **Adjournment**

Any writings or documents pertaining to an open session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting, shall be made available for public inspection at the East Palo Alto Sanitary District located at 901 Weeks Street, East Palo Alto, CA 94303. Upon request, agendas and documents in the agenda packet will be made available in appropriate alternative formats to persons with a disability, as required by law. Any such request must be made in writing to the East Palo Alto Sanitary District, 901 Weeks Street, East Palo Alto, CA 94303. Requests will be valid for the calendar year in which the request is received and must be renewed prior to January 1st. Persons needing disability-related modifications or accommodations in order to participate in public meetings, including persons requiring auxiliary aids or services, may request such modifications or accommodations by calling the East Palo Alto Sanitary District at (650) 325-9021 at least 48 hours prior to the meeting.

I. NATURE OF ITEM

1. Call to Order

Called to order by _____ at _____ p.m.

2. Roll Call

Directors Present:

Directors Absent:

Staff Present:

Guests Present:

I. NATURE OF ITEM

3. **Communication from the Public** - Members of the public are invited to address the Board regarding agenda items and non-agenda items at the beginning of the meeting only. Persons wishing to speak on items listed on the agenda will be heard when called by the meeting chair.

Speaker # 1: _____

Speaker # 2: _____

Speaker # 3: _____

4. **Agenda Amendments**

Item# _____ moved to _____

Item# _____ moved to _____

Item# _____ tabled

Item# _____ tabled

(xx) Additional Materials Attached

Agenda Item 5
Meeting Date 4/16/2019

I. NATURE OF ITEM

Review/Approval of February 22, 2019 PRCM Meeting Minutes

II. BACKGROUND

III. STAFF COMMENTS/ RECOMMENDATIONS

IV. ACTION OPTIONS

To be determined upon discussion.

V. COMMITTEE ACTION TAKEN

VI. NEXT STEPS

**EAST PALO ALTO SANITARY DISTRICT
PUBLIC RELATIONS COMMITTEE MEETING MINUTES
FEBRUARY 22, 2019**

1. Call to Order

A Public Relations Committee Meeting of the East Palo Alto Sanitary District was called to order by Director Scherzer on Friday February 22, 2019 at 10:32 a.m. The meeting was held at the East Palo Alto Sanitary District office located at 901 Weeks Street, East Palo Alto, California.

2. Roll Call

Directors Present

Goro Mitchell
Dennis Scherzer

Staff Present

Akin Okupe - General Manager

3. Communications from the Public

There were no communications from the public.

4. Agenda Amendments

There were no agenda amendments.

5. Review/Approval December 19, 2018 PRCM Meeting Minutes

Director Scherzer requested that a sentence be added to Item 7 stating that the Committee ask the General Manager to obtain an inventory of videos in Novatech's possession.

The Committee reviewed and approved the meeting minutes of December 19, 2018 with the above noted revision.

6. Report / Discussion Meeting with Public Relation Consultant- Surlene G. Grant regarding Sewer Rate Increase.

The Committee met with prospective Public Relations Consultant Surlene G. Grant of Envirocom Communication Strategies.

After discussion, the Committee agreed to present Ms. Grant's proposal at the next Board meeting.

7. Oral & Written Communication

There was no oral or written communication.

8. Future Agenda

The next meeting will be held on March 19, 2019 at 10:30 a.m.

- Consultant proposal
- Novatech inventory update

9. Adjournment

There being no further business, the meeting adjourned at 11:00 a.m.

APPROVED:

Board President

Board Secretary

(xx) Additional Materials Attached

Agenda Item 6
Meeting Date 4/16/2019

I. NATURE OF ITEM

Report/Discussion of Public Relation strategies for the Sewer Rate Increases and collection of delinquency fees.

II. BACKGROUND

III. STAFF COMMENTS/ RECOMMENDATIONS

IV. ACTION OPTIONS

To be determined upon discussion.

V. COMMITTEE ACTION TAKEN

VI. NEXT STEPS

(xx) Additional Materials Attached

Agenda Item 7
Meeting Date 4/16/2019

I. NATURE OF ITEM

Report/Discussion of Novatech Proposal

II. BACKGROUND

III. STAFF COMMENTS/ RECOMMENDATIONS

IV. ACTION OPTIONS

To be determined upon discussion.

V. COMMITTEE ACTION TAKEN

VI. NEXT STEPS

**EAST PALO ALTO SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of April 9th, 2019, 2019 by and between the East Palo Alto Sanitary District, a public agency organized and operating under the laws of the State of California with its principal place of business at 901 Weeks Street, East Palo Alto, California 94303 (“District”), and Novatech, a Corporation with its principal place of business at 1104 Walsh Ave, Santa Clara, CA 95050 (hereinafter referred to as “Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. District is a public agency of the State of California and is in need of professional services for the following project:

IT Services to search for EPASD Board of Directors meeting videos (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for District to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the District with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$625.00 This amount is to cover all printing and related costs, and the District will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the District by Consultant

with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such services, or the District will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by District.

5. Time of Performance.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **30 calendar days**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant shall become an employee of District. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from District as herein provided.

11. Insurance. Consultant shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give District, its officials, officers, employees, agents and District designated volunteers additional insured status.

(iv) Subject to written approval by the District, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the District as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must

specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer’s Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer’s equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any

insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(iii) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the District, Consultant's obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out

of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Mateo, State of California.

16. Termination or Abandonment

a. District has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event,

District shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. District shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such task completed but not paid prior to said termination. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to District only in the event of substantial failure by District to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the District.

19. Organization

Consultant shall assign Terry Hines as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the District.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:
East Palo Alto Sanitary District
901 Weeks Street
East Palo Alto, California 94303
Attn: General Manager

CONSULTANT:
Novatech Services Inc.
1104 Walsh Avenue
Santa Clara, CA 95050
Attn: Terry Hines

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. District's Right to Employ Other Consultants

District reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE EAST PALO ALTO SANITARY DISTRICT
AND NOVATECH SERVICES INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

EAST PALO ALTO SANITARY
DISTRICT

NOVATECH

By: _____
Akin Okupe, General Manger/District Engineer

By: _____
Glenda Savage, Board President

By: _____
Betsy Yañez, Board Secretary

EXHIBIT A
Scope of Services



P.O. Box 518
 Santa Clara, CA 95052
 Phone: (408) 295-3188
 Fax: (408) 295-3188
www.novatechservices.com

Quotation

Date September 7, 2018

Customer EPASD

Qty	Description	Unit Price	Tax	Total
5	<p>IT services to search for EPASD Board of Directors meeting videos</p> <p>Block of 5 hours to be charged upon delivery of service work Two NovaTech Services staff members will work simultaneously each as billable hours</p> <p>No guarantee is made for being able to find the videos No guarantee is made to repair or correct any IT operations should there be a failure of IT equipment or services during searching</p> <p>NovaTech Services will search for the BofD meeting videos Complete access to the EPASD IT network and server room is necessary EPASD will need to provide all current IT administration passwords and access credentials All work will be conducted onsite at EPASD - scheduled in advance with EPASD</p> <p>Notes and Considerations Invoiced upon delivery of service work Per the September 20, 2017 NovaTech Services letter to EPASD, no prior services are operational per the cancelation of services, no prior backup services are operational</p>	\$125.00		\$625.00
Authorized Signature:				
Name: _____ Title: _____ Date: _____				

** This quote is subject to change without notice. Please call to confirm validity after 10 days. NovaTech Services General Terms and Conditions (http://novatechservices.com/wp-content/uploads/2016/03/NovaTech_Terms.pdf) incorporated by reference into Agreement upon acceptance of this quote. This quote provides updates as agreed to the Agreement and to the extent there are conflicting terms between the Agreement and this Quotation, the terms of this Quotation shall control. Manufacturer's warranty is sole warranty on all third party hardware and software. 15 day return policy and 15% restocking fee for all hardware items. All software sales and labor are non-refundable.

Subtotal	\$625.00
Shipping (est.)	
Sales Tax (9%)	\$0.00
TOTAL	\$625.00

(xx) Additional Materials Attached

Agenda Item 8
Meeting Date 4/16/2019

I. NATURE OF ITEM

Oral & Written Communication - Brief reports may be presented by the Manager and Staff pertaining to items not listed on the Agenda; however, no discussion or action can be taken.

II. BACKGROUND

III. STAFF COMMENTS/ RECOMMENDATIONS

IV. ACTION OPTIONS

To be determined upon discussion.

V. COMMITTEE ACTION TAKEN

VI. NEXT STEPS

(xx) Additional Materials Attached

Agenda Item 9
Meeting Date 4/16/2019

I. NATURE OF ITEM

Future Agenda

Public Relations Meeting – TBD

II. BACKGROUND

III. STAFF COMMENTS/ RECOMMENDATIONS

IV. ACTION OPTIONS

To be determined upon discussion.

V. COMMITTEE ACTION TAKEN

VI. NEXT STEPS

(xx) Additional Materials Attached

Agenda Item 10
Meeting Date 4/16/2019

I. NATURE OF ITEM

Adjournment