

STEGE SANITARY DISTRICT BOARD OF DIRECTORS MEETING  
DISTRICT BOARD ROOM, 7500 SCHMIDT LANE, EL CERRITO, CA  
SPECIAL MEETING OF JUNE 26, 2024 @ 7:00 P.M.

www.stegesan.org • staff@stegesan.org

\*\*\*\*\* AGENDA \*\*\*\*\*

Items on the agenda may be taken out of order.

Public comment is limited to three (3) minutes for each individual speaker.

In accordance with California Government Code Section 54957.5, any writing that is a public record and relates to an open session agenda item which is distributed less than 72 hours prior to the meeting shall be available for public inspection at the District Office, 7500 Schmidt Lane, El Cerrito, during regular business hours. Copies of the agenda are posted on the District website at [www.stegesan.org](http://www.stegesan.org). Those disabled persons requiring auxiliary aids or services in attending or participating in this meeting should notify the District at least 48 hours prior to the meeting at 510/524-4668.

*Members of the public can observe the live stream of the meeting by accessing <https://zoom.us/j/84090509848> or by calling (669) 900-9128 and entering the Meeting ID# 840 9050 9848 followed by the pound (#) key.*

*The ability to participate and observe remotely as identified above is predicated on the technology being available and functioning without technical difficulties. Should the remote platform not be available, or become non-functioning, or should the Board of Directors otherwise encounter technical difficulties that makes that platform unavailable, the Board of Directors will proceed with business in person unless otherwise prohibited by law.*

*Public comment can be sent remotely by delivering a physical copy to **7500 Schmidt Lane, El Cerrito, CA 94530** or via email to [comments@stegesan.org](mailto:comments@stegesan.org) with "Public Comment" in the subject line. To provide written comment on an item on the agenda or to address the Board during Public Comment, please note the agenda item number that you want to address or whether you intend for the comment to be included in Public Comment. Comments timely received at least 15 minutes before the starting time of the meeting will be provided to the Board of Directors and will be added to the official record.*

*Public Comment during the meeting is limited to in-person participants and those comments timely received at least 15 minutes before the starting time of the meeting. Members of the public will not have the ability to comment via Zoom unless the Board of Directors is required to provide that opportunity due to a Director participating pursuant to AB 2449. In such a circumstance, the Chair will make an announcement at the beginning of the meeting. Those interested in commenting (if required per AB 2449) should raise their virtual hands to notify the host during the relevant agenda item.*

*Pursuant to AB 2449, Board Members may be attending this meeting via remote conferencing. In the event that any Board Member elects to attend remotely, all votes conducted during the meeting will be conducted by roll call vote.*

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*Director Beach may participate via teleconference from 1345 Business Park Road;  
Mineral Point, WI 53565.*

**I. Call To Order**

**II. Roll Call**

**Agenda Items:** Directors and Officers of the Board will consider and announce if they have any conflicts of interest posed by items on the meeting agenda.

**III. Public Comment:**

(Members of the public are invited to address the Board concerning topics that are **not** on the agenda)

Info/Motion: **IV. Business**

A. Resolution No. 2245-0624 Approving and Authorizing Consulting Services Agreement between the Stege Sanitary District and [Bob Murray & Associates or CPS HR Consulting] for Recruitment Services

(The Board will consider approval of the resolution)

B. Appoint an Ad-Hoc Committee of Board Members to Provide Direction to the Recruitment Services Consultant until Completion of the Recruitment

(The Board will consider approval of the ad-hoc committee)

**V. Adjournment**

(The next regular meeting of the Stege Sanitary District Board of Directors is scheduled to be held on July 18, 2024 at 7:00 P.M. at the District Board Room, 7500 Schmidt Lane, El Cerrito, California.)

## RESOLUTION NO. 2245-0624

RESOLUTION APPROVING THE CONSULTING SERVICES AGREEMENT WITH  
 [BOB MURRAY & ASSOCIATES OR CPS HR CONSULTING] AND AUTHORIZING  
 THE PRESIDENT OF THE BOARD TO EXECUTE THE AGREEMENT

The Directors of the Stege Sanitary District find and determine as follows:

- A. The Stege Sanitary District (District) is a public agency and sanitary district organized and existing under and pursuant to the Sanitary District Act of 1923 (California Health and Safety Code § 6400 *et seq.*).
- B. District Manager Rex Delizo intends to retire from the District at a future date.
- C. The District desires to procure the services of a professional consultant, [*insert name of selected consultant*], to provide professional recruiting services for a District Manager.
- D. The District has sufficiently budgeted funds for the proposed agreement.

In consideration of the foregoing findings and determinations, it is resolved:

- 1. The foregoing recitals are true and correct and are hereby incorporated by reference.
- 2. The Board of Directors declare that the Board President, acting on behalf of the District, is authorized to execute the consulting services agreement attached hereto as Exhibit "A" in draft form, between the Stege Sanitary District and [*insert name of selected consultant*], in a form approved by the District Counsel.
- 3. The District Manager is hereby authorized and directed, on behalf of the District, to make all approvals and take all actions necessary and appropriate to carry out and implement the terms of this Resolution.

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STATE OF CALIFORNIA)  
COUNTY OF CONTRA COSTA)

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Directors of the Stege Sanitary District, at a regular meeting thereof, held on the 26<sup>h</sup> day of JUNE 2024 by a X-X vote as follows:

AYES: BOARD MEMBERS:  
NOES: BOARD MEMBERS:  
ABSENT: BOARD MEMBERS:  
ABSTAIN: BOARD MEMBERS:

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PAUL GILBERT-SNYDER, President  
Stege Sanitary District  
Contra Costa County, California

ATTEST:

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REX DELIZO, Secretary  
Stege Sanitary District

# EXHIBIT “A”

## CONSULTING SERVICES AGREEMENT BETWEEN

### THE STEGE SANITARY DISTRICT

AND

[NAME OF CONSULTANT]

### FOR PROFESSIONAL RECRUITING SERVICES

This Agreement for consulting services is made by and between the STEGE SANITARY DISTRICT (“Stege”) and [insert], a [PROFESSIONAL RECRUITING SERVICE] (“Consultant”) (together referred to as the “Parties”) as of [JUNE 26, 2024] (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Stege the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1. Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on [DECEMBER 31, 2024], and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the Stege’s right to terminate the Agreement, as referenced in Section 8.

**1.2. Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards ordinarily observed by a competent practitioner of the profession in which Consultant is engaged.

**1.3. Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Stege, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Stege of such desire of Stege, reassign such person or persons.

**1.4. Time.** Time is of the essence. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to timely finish the Scope of Work, to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

**Section 2. COMPENSATION.** Stege hereby agrees to pay Consultant a sum not to exceed [spell out amount], (\$ [ ]), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. Stege shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Stege to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Stege in the manner specified herein. Except as specifically authorized by Stege in writing, Consultant shall not bill Stege for duplicate services performed by more than one person.

Consultant and Stege acknowledge and agree that compensation paid by Stege to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Stege therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1. Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At Stege's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder; as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature;

**2.2. Monthly Payment.** Stege shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Stege shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. Final Payment. Stege shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to Stege of a final invoice, if all services required have been satisfactorily performed.

**2.3. Final Payment.** Stege shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to Stege of a final invoice, if all services required have been satisfactorily performed.

**2.4. Total Payment.** Stege shall pay for the services to be rendered by Consultant pursuant to this Agreement. Stege shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Stege shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5. Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.

**2.6. Reimbursable Expenses.** Reimbursable expenses are specified below in Exhibit C, and shall not exceed [insert]. Reimbursable expenses not listed in Exhibit C are not chargeable to Stege. Reimbursable expenses shall not include a mark-up and are billed as a direct costs. In no event shall expenses be advanced by the Stege to the Consultant. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

**2.7. Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.8. Payment upon Termination.** In the event that Stege or Consultant terminates this Agreement pursuant to Section 8, Stege shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination and such expenses as the Consultant may reasonably incur to comply with Stege's termination notice. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

**2.9. Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Stege shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

Stege shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant’s use while consulting with Stege employees and reviewing records and the information in possession of the Stege. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of Stege. In no event shall Stege be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Stege of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the Stege. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to Stege. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Required Coverage.** Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

<u>COVERAGE</u>	<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
A	<p><b>Commercial General Liability</b></p> <p>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence;</p> <p>Bodily Injury and Property Damage</p> <p>\$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering</p>



B	<p><b>Commercial or Business Automobile Liability</b></p> <p>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>comprehensive General Liability on an “occurrence” basis</p> <p>\$1,000,000 per occurrence;</p> <p>Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>
C	<p><b>Workers’ Compensation (WC) and Employers Liability (EL)</b></p> <p>Required for all contractors with employees</p>	<p>WC: Statutory Limits</p> <p>EL: \$100,000 per accident for bodily injury or disease. Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against the Stege and its Board of Directors, officers, officials, employees, and volunteers for loss arising from work performed under this Agreement</p>
D	<p><b>Professional Liability/Errors &amp; Omissions</b></p> <p>Includes endorsements of contractual liability</p>	<p>\$1,000,000 per occurrence</p> <p>\$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim</p>

**4.2 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement

b. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the Stege Sanitary District, its Board of Directors, and all Board officers, agents, employees, volunteers and representatives.

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the Stege, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Stege, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the Stege.

e. **Certificates of Insurance:** Before commencing operations under this Agreement, Consultant shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Stege, evidencing that all required insurance coverage is in effect. Stege reserves the rights to require the Consultant to provide complete, certified copies of all required insurance policies.

f. **Subcontractors:** Consultant shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

g. **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

i. The retroactive date of the policy must be shown and must be before the date of the Agreement.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

iii. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of three (3) years after completion of work under this Agreement.

iv. A copy of the claim reporting requirements must be submitted to Stege for review prior to the commencement of any work under this Agreement.

#### **4.3 All Policies Requirements.**

a. **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the Stege. Acceptance of Consultant's insurance by Stege shall not relieve or decrease the liability of Consultant hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Consultant.

b. **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of Stege for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the Stege, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Stege, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Stege guaranteeing payment of losses and related investigations, claim administration and defense expenses.

c. **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

d. **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

**4.4 Remedies.** In addition to any other remedies Stege may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Stege may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Stege may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any

payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

Consultant shall indemnify, defend with counsel acceptable to Stege, and hold harmless Stege and its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of Stege.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by Stege, unless this time has been extended by Stege. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by Stege, may be retained by Stege until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Stege, Consultant shall indemnify, defend, and hold harmless Stege for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Stege.

## **Section 6. STATUS OF CONSULTANT.**

**6.1. Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Stege. Stege shall

have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Stege shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Stege, city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Stege, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Stege and entitlement to any contribution to be paid by Stege for employer contributions and/or employee contributions for PERS benefits.

**6.2. Consultant Not an Agent.** Except as Stege may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Stege in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Stege to any obligation whatsoever.

## **Section 7. LEGAL REQUIREMENTS.**

**7.1. Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2. Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3. Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Stege is bound by the terms of such fiscal assistance program.

**7.4. Licenses and Permits.** Consultant represents and warrants to Stege that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Stege that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions

**7.5. Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and



the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1. Termination.** Stege may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to Stege and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Stege, however, may condition payment of such compensation upon Consultant delivering to Stege any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or Stege in connection with this Agreement.

**8.2. Extension.** Stege may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Stege grants such an extension, Stege shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Stege shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3. Amendments.** The parties may amend this Agreement only in writing signed by all the parties.

**8.4. Assignment and Subcontracting.** Stege and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Stege for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5. Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Stege and Consultant shall survive the termination of this Agreement.

**8.6. Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Stege's remedies shall included, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Stege would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

**9.1. Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Stege. Consultant hereby agrees to deliver those documents to Stege upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Stege and are not necessarily suitable for any future or other use. Stege and Consultant agree that, until final approval by Stege, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2. Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Stege under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3. Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Stege. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Stege or as part of any audit of Stege, for a period of 3 years after final payment under the Agreement.

## **Section 10 MISCELLANEOUS PROVISIONS.**

**10.1. Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2. Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**10.3. Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4. No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**10.6. Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7. Conflict of Interest.** Consultant may serve other clients, but none whose activities within the boundaries of the CSTAC Agencies or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Stege official in the work performed pursuant to this Agreement. No officer or employee of Stege shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of Stege. If Consultant was an employee, agent, appointee, or official of Stege in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse Stege for any sums paid to the Consultant. Consultant understands that, in addition to the



foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

**10.8. Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9. Contract Administration.** This Agreement shall be administered by Rex Delizo ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10. Notices.**

Any written notice to Consultant shall be sent to:

[insert]

Any written notice to Stege shall be sent to:

Rex Delizo, District Manager  
Stege Sanitary District  
7500 Schmidt Lane  
El Cerrito, CA

**10.11. Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

Seal and Signature of Registered Professional with  
report/design responsibility.

**10.12. Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B and C represents the entire and integrated agreement between Stege and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A      Scope of Services

Exhibit B Compensation Schedule

Exhibit C Reimbursable Expenses

**10.13. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

DRAFT

The Parties have executed this Agreement as of the Effective Date.

STEGE SANITARY DISTRICT

[insert]

\_\_\_\_\_  
Rex Delizo,  
District Manager

\_\_\_\_\_  
[insert]

Approved as to Form:

\_\_\_\_\_  
Kristopher Kokotaylo  
District Counsel

DRAFT

**EXHIBIT A**  
**SCOPE OF SERVICES**

[INSERT]

DRAFT

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

[insert]

DRAFT

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

[insert]