



Hidden Valley Lake Community Services District

Finance Committee Meeting

DATE: September 18, 2018
TIME: 12:30 pm
PLACE: Hidden Valley Lake CSD
Administration Office, GM Office
19400 Hartmann Road
Hidden Valley Lake, CA

- 1) CALL TO ORDER
- 2) PLEDGE OF ALLEGIANCE
- 3) ROLL CALL
- 4) APPROVAL OF AGENDA
- 5) DISCUSS: Applied Technology Solutions IT Contract
- 6) DISCUSS: Aquatic Harvesting Contracts
- 7) DISCUSS: Trane Introduction and Presentation
- 8) PUBLIC COMMENT
- 9) COMMITTEE MEMBER COMMENT
- 10) ITEMS FOR NEXT AGENDA
- 11) ADJOURNMENT

Public records are available upon request. Board Packets are posted on our website at www.hvicsd.org/Meetings.

In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting.

Public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.

General Contract for Services

This contract for Services is made effective as of June 1, 2019, by and between Hidden Valley Lake Community Services District ("HVLCDSD") of 19400 Hartmann Road, Hidden Valley Lake, California 95467, and Aquatic Harvesting Inc ("AHI").

- 1. Description of Services.** Beginning on June 1, 2019, AHI will provide to HVLCDSD the following services (collectively, the "Services"):

Remove the aquatic weeds from the tertiary pond of the wastewater treatment plant.

- 2. Payment.** Payment shall be made to Aquatic Harvesting Inc, in the amount of \$28,200.00 upon completion of the services described in this Contract.

HVLCDSD shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if HVLCDSD fails to pay for the Services when due, AHI has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- 3. Term.** This Contract will terminate automatically upon completion by AHI of the Services required by this Contract.

- 4. Confidentiality.** AHI, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of AHI, or divulge, disclose, or communicate in any manner, any information that is proprietary to HVLCDSD. AHI and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by HVLCDSD of these confidentiality obligations which allows AHI to disclose HVLCDSD's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, AHI will return to HVLCDSD all records, notes, documentation and other items that were used, created, or controlled by AHI during the term of this Contract.

- 5. Indemnification.** AHI agrees to indemnify and hold HVLCDSD harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against HVLCDSD that result from the acts or omissions of AHI and/or AHI's employees, agents, or representatives.
- 6. Warranty.** AHI shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in AHI's community and regions, and will provide a standard of care equal to, or superior to, case used by service providers similar to AHI on similar projects.

- 7. Default.** The occurrence of any of the following shall constitute a material default under this Contract:
- a. The failure to make a required payment when due.
 - b. The insolvency of bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.
- 8. Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notices to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.
- 9. Force Majeure.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosions, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
- 10. Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
- 11. Severability.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

- 12. Amendment.** This Contract may be modified or amended in writing by mutual agreement between the parties, of the writing is signed by the party obligated under the amendment.
- 13. Governing law.** This Contract shall be construed in accordance with the laws of the State of California.
- 14. Notice.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
- 15. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- 16. Attorney's fees to Prevailing Party.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
- 17. Construction and Interpretation.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Kirk Cloyd, General Manager for Hidden Valley Lake Community Services District, and Rick Hatton, Owner for Aquatic Harvesting Inc, effective as of the date first above written.

Service Recipient:

Hidden Valley Lake Community Services District

By: _____

Kirk Cloyd

Service Provider:

Aquatic Harvesting Inc.

By: _____

Rick Hatton



General Contract for Services

This contract for Services is made effective as of September 19, 2018, by and between Hidden Valley Lake Community Services District ("HVLCSO") of 19400 Hartmann Road, Hidden Valley Lake, California 95467, and Aquatic Harvesting Inc ("AHI") of 232 Amigo Rd, Danville, California 94526.

- 1. Description of Services.** Beginning on July 1, 2019, AHI will provide to HVLCSO the following services (collectively, the "Services"):

Annually remove the aquatic weeds from the tertiary pond of the wastewater treatment plant. See proposal for rates/pricing

- 2. Payment.** Payment shall be made to Aquatic Harvesting Inc, Danville, California 94526. HVLCSO agrees to pay AHI as follows:

At the completion of each annual aquatic harvesting event, and not to exceed \$34,000.00

HVLCSO shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if HVLCSO fails to pay for the Services when due, AHI has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

- 3. Term.** This Contract will remain in effect for a period of five years.
- 4. Confidentiality.** AHI, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of AHI, or divulge, disclose, or communicate in any manner, any information that is proprietary to HVLCSO. AHI and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by HVLCSO of these confidentiality obligations which allows AHI to disclose HVLCSO's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, AHI will return to HVLCSO all records, notes, documentation and other items that were used, created, or controlled by AHI during the term of this Contract.

- 5. Indemnification.** AHI agrees to indemnify and hold HVLCSO harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against HVLCSO that result from the acts or omissions of AHI and/or AHI's employees, agents, or representatives.
- 6. Warranty.** AHI shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in AHI's community and regions, and will provide a standard of care equal to, or superior to, case used by service providers similar to AHI on similar projects.



- 7. Default.** The occurrence of any of the following shall constitute a material default under this Contract:

 - a. The failure to make a required payment when due.
 - b. The insolvency or bankruptcy of either party.
 - c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
 - d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

- 8. Remedies.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notices to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

- 9. Force Majeure.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosions, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

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- 16. Attorney's fees to Prevailing Party.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. Kirk Cloyd, General Manager for Hidden Valley Lake Community Services District, and Rick Hatton, Owner for Aquatic Harvesting Inc, effective as of the date first above written.

Service Recipient:

Hidden Valley Lake Community Services District

By: _____

Kirk Cloyd

Service Provider:

Aquatic Harvesting Inc.

By: _____

Rick Hatton



Estimate

Date	Estimate #
8/21/2018	1104

2400 Washington Ave
Suite 411
Redding, CA 96001

PH (530) 255-8300
Fax (530) 255-8302

info@appliedts.net
www.appliedts.net

HVLCSD
Alyssa Gordon
19400 Hartmann Rd.
Hidden Valley Lake, CA 95467

Description	Quantity	Price Each	Amount
Managed 24/7 server/network monitoring includes... Priority emergency response. Monthly server reports.	1	150.00	150.00
Monthly server maintenance includes... Microsoft updates. Plugin Updates. Anti-Virus Updates. Malware/spyware scan/removal/update. Even log audit - perform maintenance required by event log.			
Monthly Management of Data Backup Solution.	1	75.00	75.00
Monthly workstation maintenance includes... Microsoft updates. Plugin updates. Anti-Virus updates. Malware/spyware scan/removal/update. Event log audit - perform maintenance required by event log.	21	10.00	210.00
Remote Connection Access service allows a user to remotely connect to another device.	1	3.00	3.00
Monthly Management of Data Backup Solution for individual workstation(s)	1	15.00	15.00
Prepaid rate for services not covered by a contract including, but not limited to: Peripheral support, adds/moves/changes, hardware installation and repair.	2	60.00	120.00

Contracts require a 3 month initial commitment, and are month-to-month thereafter.	Subtotal	\$573.00
Please sign and date for approved estimates.	Sales Tax (7.25%)	\$0.00
	Total	\$573.00