

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

REGULAR MEETING OF BOARD OF DIRECTORS

JUNE 9, 2022

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

THE BOARD OF DIRECTORS HAS RESUMED MEETINGS IN PERSON. PER PROVISIONS OF EXECUTIVE ORDERS N-25-20 AND N-29-20 ISSUED BY THE GOVERNOR'S OFFICE, THE MEETING WILL ALSO BE AVAILABLE REMOTELY FOR DIRECTORS AND MEMBERS OF THE PUBLIC.

The meeting will be open to the public. The meeting will also be available for public viewing and participation through Zoom.

Weblink:

<https://us06web.zoom.us/j/83036528486?pwd=UTVicVJzV0FzRmdSWUE4UFImTVIvQT09>

Telephone number: 1- 669- 900-6833

Meeting ID: 830 3652 8486

Passcode: 107967

Public comment will be accepted in person, via Zoom and by email at akirk@skfcsd.org.

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig

Sarah Guerra

Daniel Parra

Buddy Mendes, Vice Chair

Michelle Roman, Chairman

STAFF and CONSULTANTS

Veronica Cazares, Interim General Manager/ Secretary

Alicia Kirk, Executive Assistant to the G.M.

Tricia Miller, Administrative Services/HR Manager

Hilda Cantú Montoy, General Counsel

Craig Perry, Operations Supervisor

David Bacon, Information Systems Analyst

Shelline K. Bennett, Liebert Cassidy Whitmore

2. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

3. PUBLIC FORUM

At this time, any member of the public may address the Board regarding any item not on the agenda, over which the Board has jurisdiction. No action or discussion will be taken on any item not on the agenda, except to briefly respond to statements or questions by the public. Members of the public shall limit their remarks to three minutes.

4. CONSENT CALENDAR

Items placed on the consent calendar are considered routine in nature. They may be approved by one motion, second and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

- A. Minutes of Regular Board Meeting May 12, 2022. (p.5)
- B. Warrant List Reports of May 11, 2022, May 25, 2022 (p. 11)
- C. Cash Activity Report of May 31, 2022. (p.13)
- D. The Board will consider approving Craig Perry's out-of-state training request for the Tri State Seminar in Las Vegas, NV. (p.15)
- E. The Board will consider adoption of Resolution No. 2022-15 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors and subsidiary standing committees in Accordance with Assembly Bill 361. (p.16) *Staff Report Prepared By: Interim General Manager, Veronica Cazares*

5. PUBLIC HEARINGS

- A. The Board will conduct the public hearing, receive staff report and public comments, and will consider adopting Resolution No. 2022-16, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg-Fowler County Sanitation District for Fiscal Year 2022-23. (p.20) *Staff Report Prepared By: Interim General Manager, Veronica Cazares*

6. UNFINISHED BUSINESS

- A. None

7. NEW BUSINESS

- A. The Board will consider authorizing an annual budget transfer of \$2,945,621.00 from the Operation & Maintenance account to the Refurbishment & Replacement account and transfer \$213,275.00 from the District Expansion account to the Refurbishment & Replacement account for Fiscal Year 2022-23. (p.24) *Staff Report Prepared By: Interim General Manager, Veronica Cazares*

- B. The Board will consider adopting Resolution 2022-17, A Resolution of the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District Writing off Uncollectable Receivable Accounts. *(p.26) Staff Report Prepared By: Tricia Miller, administrative Services/HR Manager*
- C. The Board will consider and determine whether to approve a consulting services agreement with CPS HR Consulting in the amount of \$25,000 and authorize its execution by the Board Chairwoman. *(p.28) Staff Report prepared by: General Counsel Hilda Cantu-Montoy.*

8. CLOSED SESSION

- A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

The Board will meet with Interim General Manager, Labor Relations Consultant and/or General Counsel regarding wages, hours and working conditions of employees represented by the International Union of Operating Engineers Stationary Local 39.

9. RECONVENE OPEN SESSION

- A. Provide Report from Closed Session if required.

10. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

- A. Board members may suggest future agenda items or may give reports.
- B. Chairwoman Roman suggested discussing the August 11, 2022, board meeting, as it falls on 2022 CASA 67th Annual Conference this year. The August 11, 2022 board meeting will need to be rescheduled.

11. GENERAL MANAGER REPORTS

- A. 2022 CASA 67th Annual Conference-August 10-12, 2022, at Resort at Squaw Creek. Directors must notify Alicia Kirk, Executive Assistant to the General Manager, by June 25, 2022, of their intention to attend so reservations can be made.
- B. The represented staff has requested an Ad Hoc committee be selected to discuss retention ideas with the Board. Interim General Manager Cazares requests direction from the Board regarding the formation of a Board Ad Hoc committee to meet with staff.
- C. Report on agreement for Agreement for Reimbursement of Costs of Sewer Improvements with the City of Fowler.

D. The District participated in the Swedish Festival in May 2022.

12. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, July 14, 2022, at 4:00 p.m.

Next Ordinance: 2022-01

Next Resolution: 2022-18

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District Office located at 11301 E. Conejo Ave., Kingsburg, CA 93631 during normal business hours of 8:00 a.m. – 4:30 p.m., Mondays through Fridays. Such writings or documents will also be made available on the District website at www.skfcsd.org.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact Alicia Kirk at (559) 897-6500 ext. 213. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

MINUTES OF THE REGULAR BOARD MEETING OF DIRECTORS

MAY 12, 2022

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:00 p.m. by Chairwoman Roman.

DIRECTORS

Nathan Magsig (P)
Sarah Guerra (P)
Mark Rodriquez (P)
Buddy Mendes, Vice Chair (P)
Michelle Roman, Chairwoman (P)

STAFF and CONSULTANTS

Veronica Cazares, Interim General Manager/Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Craig Perry, Plant Operations Supervisor
David Bacon, Information Systems Analyst
Shelline K. Bennett, Liebert Cassidy Whitmore

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Regular Board meeting of May 12, 2022, was made by Director Mendes and seconded by Director Guerra and approved by the following vote:

AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman

NO:

ABSENT:

ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

Items placed on the consent calendar are considered routine in nature. They may be approved by one motion, second and majority vote. Any Board member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Minutes of Regular Board Meeting April 14, 2022. (p.5)

B. Minutes of the Special Meeting March 2, 2022 (p.10)

- C. Warrant List Reports of April 12, 2022, April 13, 2022, and April 27, 2022. (p. 12)
- D. Cash Activity Report of April 30, 2022. (p.15)
- E. The Board will consider adoption of Resolution No. 2022-11 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors and subsidiary standing committees in Accordance with Assembly Bill 361. (p.17) *Staff Report Prepared By: Interim General Manager Cazares*

Item A was pulled due to a typo. It was corrected.

There being no comment from the public, a motion to approve the consent calendar items B-E was made by Director Mendes seconded by Director Magsig, and approved by the following vote:

- AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman
- NO:
- ABSENT:
- ABSTAIN:

There being no comment from the public a motion to approve Item A from the consent calendar was made by Director Mendes and seconded by Director Magsig and approved by the following vote:

- AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman
- NO:
- ABSENT:
- ABSTAIN:

PUBLIC HEARINGS

- A. Public Hearing on Capital Improvement Program: The Board will conduct the public hearing, receive staff report and public comments, and will consider adopting Resolution No. 2022-12 which accepts the Capital Improvement Program for Fiscal Year 2022-23. (p.21) *Staff Report prepared by Veronica Cazares, Interim General Manager*

Interim GM Cazares said there were no changes since the April meeting for the CIP. Director Magsig asked if the three cities were happy with the schedule, and the representatives of Selma, Kingsburg, and Fowler, also SKF Board members, said they had spoken with their City Managers, and all are pleased. PAC members (three city managers) also had a meeting prior to the present meeting and recommended to the Board to approve. SKF did not received any public comment via letter or phone call protesting the CIP.

There being no comment from the public, a motion to adopt Resolution 2022-12, a Resolution accepting the Capital Improvement Plan for Fiscal Year 2022-23, was made by Director Mendes and seconded by Director Rodriquez, and approved by the following vote:

AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman

NO:

ABSENT:

ABSTAIN:

- B. Public Hearing on FY 2022-23 Budget: The Board will conduct the public hearing, receive staff report and public comments, and will consider adopting Resolution No. 2022-13 which establishes the Budget for Fiscal Year 2022-23. (p.23) Staff Report prepared by Veronica Cazares, Interim General Manager

Interim GM Cazares said there were no changes since the April meeting for the Budget. PAC members (three city' managers) also had a meeting prior to the present meeting and recommended to the Board to approve. SKF did not received any public comment via letter or phone call protesting the Budget.

There being no comment from the public, a motion to approve Resolution 2022-13, a Resolution establishing the Budget for Fiscal Year 2022-23, was made by Director Mendes, and seconded by Director Guerra, and approved by the following vote:

AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman

NO:

ABSENT:

ABSTAIN:

UNFINISHED BUSINESS

None

NEW BUSINESS

- A. The Board will consider approving a continued partnership with the VROP and the School Districts within our Member Cities and authorize the Interim General Manager to execute the necessary MOU. (p.25) Staff Report Prepared By: Veronica Cazares, Interim General Manager

The District is entering the 4th year of educational opportunities with Valley Regional Occupational Program (VROP) and Selma Unified School District (SUSD) to train students from middle school, high school, and adult school in manufacturing jobs. As a wastewater facility, the District can offer students learning opportunities in the form of tours, lectures, coaching, job shadowing, training and apprenticeship in various tasks and equipment in the areas of operations, maintenance, and engineering. The District firmly believes in training young people in the wastewater industry to help our communities grow and develop. The VROP and District's Job Shadowing Training Program will begin in June 2022. VROP Students and Faculty are set to tour the Plant on Tuesday, May 17th at 10:30am. Chairwoman Roman thanked Staff for taking the time to participate in this program.

There being no comment from the public, a motion to approve a continued partnership with the VROP and the School Districts within our Member Cities and authorize the Interim General Manager to execute the necessary MOU was made by Director Guerra, and seconded by Director Magsig and approved by the following vote:

AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman

NO:

ABSENT:

ABSTAIN:

- B. The Board will consider adoption of Resolution Authorizing Participation in the California Air Board San Joaquin Valley Air Pollution Control District (SJVAPCD) Section 5 Grant Program and Authorizing the Purchase of ZeroNox Utility Carts Directly from the Manufacturer and Without Public Notice or Bid (p.31) Staff Report Prepared By: Craig Perry, Operations Supervisor

The District plans to replace the existing diesel-powered utility carts with a similar style utility cart in fiscal year 2022-2023. An enclosed utility cart costs an average of \$30,000 each. The District was contacted to participate in a California Air Board San Joaquin Valley Air Pollution Control District (SJVAPCD) Section 5 Grant Program which offers a \$20,000 reimbursement for each battery powered utility cart purchased through ZeroNox out of Porterville, CA. The District plans to replace all diesel-powered utility carts with battery powered vehicles. The total cost is \$146,376.21 for five carts out of pocket in FY 22/23 with a \$100,000 reimbursement from the SJVAPD program upon delivery of the vehicles. After grant reimbursement the net cost to the District will be \$46,376.21 for five (5) new in plant utility carts. The payback will be 3.5-years between fuel savings and using existing infrastructure to recharge the battery powered utility carts. ZeroNox Porterville is the only manufacturer that is participating in the SJVAPCD program for our region, this reimbursement is not available from other vendors. The procurement process takes about 12-18 months. Director Magsig suggested selling the old carts that are being replaced to put toward the loan. The carts will be charged using the solar batteries. Director

Magsig asked if the solar batteries were operating properly yet, or if it is something still in the works. CPO Craig said there have been a few power issues such as surges and outages. It was said that the batteries have a 5-year life span and the company that provided them are no longer in business and it was suggested that the District may need to look into a new warranty agreement for said batteries.

There being no comment from the public, a motion to approve Resolution 2022-14, a Resolution Authorizing Participation in the California Air Board San Joaquin Valley Air Pollution Control District (SJVAPCD) Section 5 Grant Program and Authorizing the Purchase of ZeroNox Utility Carts Directly from the Manufacturer and Without Public Notice or Bid was made by Director Mendes and seconded by Director Rodriquez, and approved by the following vote:

AYE: Directors Rodriquez, Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman

NO:

ABSENT:

ABSTAIN:

CLOSED SESSION

A. Conference with Labor Negotiators pursuant to Government Code Section 54957.6

The Board will meet with Interim General Manager, Labor Relations Consultant and/or General Counsel regarding wages, hours and working conditions of employees represented by the International Union of Operating Engineers Stationary Local 39.

Closed Session began at 4:18 pm

RECONVENE OPEN SESSION

Open session began at 4:51 pm

There was no reportable action

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

Chairwoman Roman said that the Swedish Festival kicks off Thursday, May 19th in Kingsburg

GENERAL MANAGER REPORTS

Interim GM Veronica Cazares let the Board know that SKF would be participating in the Swedish Festival by having an information booth, as well as driving the Vac Con through the Parade.

Interim GM Veronica Cazares reminded all that the District is hosting a lunch and giving plant tours on Wednesday, May 18 from 11:30am to 2:30 pm to celebrate National Public Works Week.

Chairwoman's Barbeque is set for Wednesday, May 25th at 11:30am here in the District Board room.

ADJOURNMENT

There being no further business to come before the Board, Chairwoman Roman declared the meeting adjourned on a motion made by Director Mendes and seconded by Director Rodriguez and approved by a unanimous voice vote at 4:54 pm.

Respectfully submitted,

Approved,

Veronica Cazares Interim General Manager/
Secretary of the Board

Michelle Roman
Chairwoman of the Board

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
May 11, 2022
WARRANT LIST**

ALERT O LITE, INC.	EQUIPMENT MAINTENANCE	91.50
AMERICAN EXPRESS	TRAVEL & TRAINING, COMMUNICATIONS, OFFICE SUPPLIES, OFFICE EQUIPMENT, SAFETY AWARDS, MEMBERSHIPS	4,751.77
ANDERSON & BALLOU INC.	SEWER MAIN REPAIR - SELMA	25,550.00
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,226.02
ARMANDO BLANCAS	RETIREE HEALTH REIMBURSEMENT	145.65
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	145.65
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,330.50
CALPERS	RETIREMENT	36,740.08
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	179.20
COMCAST	COMMUNICATIONS	109.95
CREATIVE SAFETY SUPPLY LLC	MAINTENANCE BUILDING & GROUNDS	610.56
DANIEL MURRIETA	EMPLOYEE RECOGNITION PROGRAM	938.97
DAVID D. SUMAYA	MAINTENANCE BUILDING & GROUNDS	1,816.31
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	145.65
DKF SOLUTIONS GROUP, LLC	PROFESSIONAL SERVICES: MED & SAFETY	350.00
DONNA STUCKY	RETIREE HEALTH REIMBURSEMENT	153.53
FOWLER ACE HARDWARE	EQUIPMENT MAINTENANCE	20.62
GAR BENNETT LLC	MAINTENANCE BUILDING & GROUNDS	16.49
GARY HELM	RETIREE HEALTH REIMBURSEMENT	145.65
GEE MANUFACTURING	EQUIPMENT MAINTENANCE	8,782.85
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS, OFFICE SUPPLIES	323.27
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	145.65
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	145.65
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	145.65
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	418.87
KENNIES INDOOR COMFORT SPECIAL	EQUIPMENT MAINTENANCE	702.00
KINGSBURG, CITY OF	WATER UTILITIES	64.50
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	145.65
MAINTENANCE SUPERINTENDENTS ASSOCIATION	TRAVEL & TRAINING	20.00
MARTIN ALEXANDER DIAZ	CERTIFICATION FEE REIMBURSEMENT	91.00
MICHAEL FONG	RETIREE HEALTH REIMBURSEMENT	232.94
MID VALLEY DISPOSAL	WASTE UTILITIES	1,017.54
MONTOY LAW CORPORATION	PROFESSIONAL SERVICES: LEGAL	3,219.00
NAPA AUTO PARTS	AUTO/EQUIPMENT MAINTENANCE, SMALL TOOLS	284.39
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, BLDG & GROUND MAINT.	362.40
NORTH CENTRAL LABS, INC	LABORATORY SUPPLIES	137.09
O'REILLY AUTO PARTS	MAINTENANCE BUILDING & GROUNDS	63.47
PG&E	ELECTRIC UTILITIES	1,067.73
POWER BUSINESS TECHNOLOGY LLC	OFFICE SUPPLIES	114.76
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	145.65
ROBERT V JENSEN, INC.	LUBRICANTS	1,440.53
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	145.65
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	145.65
SILVAS OIL CO. INC.	FUEL	4,513.09
SONSRAY MACHINERY AG	EQUIPMENT MAINTENANCE	237.65
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	153.53
STREAMLINE	INFORMATION SYSTEMS	400.00
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	682.00
THE SENTINEL	NOTICE OF PUBLIC HEARINGS	226.96
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VERIZON WIRELESS	COMMUNICATIONS	985.85
WEST VALLEY CONSTRUCTION CO.	EQUIPMENT MAINTENANCE	2,737.04

MAS 200 Total Checks

\$104,516.10

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT**

May 25, 2022

WARRANT LIST

ALLIED ELECTRONICS, INC	EQUIPMENT MAINTENANCE	966.15
ALLIED WEED CONTROL	SPECIAL SERVICES - AERIAL & GROUND	3,100.00
AQUA SIERRA CONTROLS INC.	EQUIPMENT MAINTENANCE	4,792.46
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,223.02
AT&T/CALNET 3	COMMUNICATIONS	191.57
BSK ASSOCIATES	EXTERNAL LAB SERVICES	931.50
CALIFORNIA CAD SOLUTIONS INC	ASSET MANAGEMENT SOFTWARE	14,000.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	53.00
CALPERS HEALTH	HEALTH INSURANCE	38,977.46
CDW GOVERNMENT, INC.	INFORMATION SYSTEMS	5,524.11
CENTRAL VALLEY CULLIGAN, INC.	LABORATORY SUPPLIES	179.98
CWEA CSJ SECTION	TRAVEL & TRAINING	105.00
DSD BUSINESS SYSTEMS	INFORMATION SYSTEMS	48.75
ECS HOUSE INDUSTRIES, INC.	EQUIPMENT MAINTENANCE	15,235.67
ERNEST C MENDES	DIRECTOR'S FEES	127.63
FRESNO COUNTY TREASURER	PERMIT	599.00
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS	1,688.58
KINGS WATER ALLIANCE	PERMITS	17,164.26
KINGSBURG, CITY OF	PHARMA KIOSK OUTREACH	200.00
LAURA VOSS	CERTIFICATION REIMBURSEMENT	91.00
MARK RODRIQUEZ	DIRECTOR'S FEES	127.63
MICHELLE ROMAN	DIRECTOR'S FEES	127.63
MKN	CM FOR D4 STATION IMPROVEMENTS	4,525.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	AUTO/EQUIPMENT MAINTENANCE	1,366.41
NATHAN MAGSIG	DIRECTOR'S FEES	127.63
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, SMALL TOOLS	401.61
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
ORTIZ, GABINO	CERTIFICATION REIMBURSEMENT	192.00
PARKSON CORPORATION	RDT EQUIPMENT MAINTENANCE	24,816.55
PG&E	ELECTRIC UTILITIES	5,935.12
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
RODRIGUEZ, ERNESTO	CERTIFICATION REIMBURSEMENT	91.00
SARAH GUERRA	DIRECTOR'S FEES	127.63
SILVAS OIL CO. INC.	FUEL	2,363.97
SOTO, ROBBIE	CERTIFICATION REIMBURSEMENT	91.00
SUPER TACO	OUTREACH	783.00
SYNCB/AMAZON	INFORMATION SYSTEMS	35.73
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	5,394.00
THE GAS CO	GAS UTILITIES	214.06
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	658.33
TOTAL FILTRATION SERVICES, INC	EQUIPMENT MAINTENANCE	1,082.87
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	3,565.14
VAN CLEVE CONCRETE PRODUCTS INC.	EQUIPMENT MAINTENANCE	6,701.96
MAS 200 Total Checks		\$164,565.57

SKF COUNTY SANITATION DISTRICT
CASH ACTIVITY REPORT
Month: MAY
Fiscal Year: 2021-22

Cash Account Description	End of Month Cash Balance as of June 30, 2021	End of Month Cash Balance 5/31/2022
Cash in Treasury: Operations & Maintenance	\$ 4,849,753.43	\$ 6,769,771.82
Cash in Bank: Operations & Maintenance	\$ 29,164.97	\$ 26,593.42
Cash in Bank: Payroll	\$ 202.85	\$ 203.29
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 4,879,821.25	\$ 6,797,268.53
Cash in County Treasury:Expansion	\$ 3,355,773.82	\$ 4,873,971.12
Cash in County Treasury: R&R	\$ 2,916,929.82	\$ 2,352,639.49
Cash in County Treasury:Selma	\$ 2,086,379.20	\$ 1,965,204.66
Cash in County Treasury: Selma SWRCB Reserve	\$ -	\$ 263,843.57
Total Selma	\$ 2,086,379.20	\$ 2,229,048.23
Cash in County Treasury:Kingsburg	\$ 2,948,693.41	\$ 3,108,114.00
Cash in County Treasury:Fowler	\$ 1,614,363.12	\$ 1,679,732.76
Total Cash Balance	\$ 17,801,960.62	\$ 21,040,774.13

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED MAY 31, 2022

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	5/11/2022	\$ 104,516.10
WARRANT LIST ENDING	5/25/2022	\$ 164,565.57
		\$ 269,081.67
TOTAL SERVICE AND SUPPLIES EXPENDITURES		\$ 269,081.67

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	5/8/2022	\$ 92,413.76
EMPLOYER CONTRIBUTIONS (PERS)	5/8/2022	\$ 8,500.56
EMPLOYER TAXES	5/8/2022	\$ 1,219.38
HEALTH INSURANCE	5/8/2022	\$ 14,770.50
		\$ 116,904.20

TOTAL SALARIES PERIOD ENDING:

SALARIES	5/22/2022	\$ 91,152.00
EMPLOYER CONTRIBUTIONS (PERS)	5/22/2022	\$ 8,505.67
EMPLOYER TAXES	5/22/2022	\$ 1,201.08
HEALTH INSURANCE	5/22/2022	\$ 14,770.50
		\$ 115,629.25

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES		\$ 232,533.44
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	GRAND TOTAL	\$ 501,615.11
		\$ 501,615.11

MEMORANDUM

(June 9, 2022)

To: S-K-F CSD Board of Directors

Agenda Item: 4-D

From: Veronica Cazares, Interim General Manager

Action: Motion

Date Memo Prepared: May 24, 2022

SUBJECT: The Board will Consider approving Craig Perry's out-of-State training request for the Tri-State Seminar in Las Vegas, NV.

DIRECTORS' SUMMARY

The Board will Consider approving Craig Perry's out-of-State training request for the Tri-State Seminar in Las Vegas, NV.

The total estimated expenses for both registration, mileage, meals and accommodation are \$1,112.00

STAFF RECOMMENDATION

Interim General Manager Cazares recommends that the Board approve Craig Perry's out-of-State training request for the Tri-State Seminar in Las Vegas, NV.

ACTION

Motion to approve Craig Perry's out-of-State training request for the Tri-State Seminar in Las Vegas, NV.

BACKGROUND

As per District's Personnel Rules and Regulations all training, and travel costs shall be approved by the General Manager, except out-of-state travel which must be approved by the Board of Directors.

Craig Perry requested to attend the Annual Tri-State Seminar. The Seminar is Sponsor by **AZ Water Association, California Water Environment Association** and the **Nevada Water Environment Association**. The seminar will be held at South Point Hotel & Casino and the training dates are August 8-11, 2022.

Since 1985, Tri-State Seminar LLC (TSS) has been providing affordable, high-quality education to water and wastewater operators from the Western United States through this annual three-day seminar designed to provide professional development, continuing education, and technology transfer to support the vision and missions of three partner organizations: **AZ Water Association, California Water Environment Association** and the **Nevada Water Environment Association**.

RESOLUTION NO. 2022-15

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA KINGSBURG FOWLER COUNTY SANITATION DISTRICT REAUTHORIZING REMOTE TELECONFERENCE MEETINGS BY THE BOARD OF DIRECTORS AND STANDING COMMITTEES OF THE DISTRICT IN ACCORDANCE WITH ASSEMBLY BILL 361

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease which was first detected in China and has now spread across the globe, with multiple confirmed cases in California, including the Selma Kingsburg Fowler County Sanitation District; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services declared a public health emergency based on the threat caused by COVID-19, and the President of the United States issued a Proclamation Declaring a National Emergency Concerning COVID-19 beginning March 1, 2020; and

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020; and

WHEREAS, the Cities of Selma, Kingsburg, and Fowler and the County of Fresno adopted a proclamation of a local emergency related to the COVID-19 virus; and

WHEREAS, the District is committed to preserving and fostering public access, transparency, observation, and participation in meetings of the Board of Directors and Standing Committees; and

WHEREAS, all meetings of the Board of Directors and standing committees are open and public as required by the Ralph M. Brown Act, Government Code sections 54950 – 54963, so that any member of the public may attend, observe, and participate in a meaningful way; and

WHEREAS, Government Section 54953 (b) (3) of the Brown Act allows a local legislative body to hold public meetings by teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body, as long as the following requirements are met:

1. Each teleconference location from which a member is participating is noticed on the agenda;
2. Each teleconference location is accessible to the public;
3. Members of the public must be able to address the body at each teleconference location;
4. At least one member of the legislative body must be physically present at the location specified in the meeting agenda; and
5. During teleconference meetings, at least a quorum of the members of the local body

must participate from locations within the local body's territorial jurisdiction; and

WHEREAS, the Brown Act, as amended by AB 361 (2021), at Government Code section 54953(e) *et seq.*, allows for remote observation and participation in meetings by members of a legislative body and members of the public without compliance with the requirements of Government Code section 54953(b)(3), subject to certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the District caused by conditions as described in Government Code section 8558; and

WHEREAS, the Governor's Proclamation of a State of Emergency includes area within the jurisdictional boundaries of the District; and

WHEREAS, Government Code Section 54953(e)(3)(A-B) added by AB 361 provides an alternative to having public meetings in accordance with Government Code Section 54953(b)(3) when Board of Directors has reconsidered the circumstances of the COVID-19 state of emergency and that the following circumstances exist:

1. The state of emergency as a result of COVID-19 continues to directly impact the ability of the members of Board of Directors and the members of the Standing Committees to meet safely in person; and
2. The State of California and the County of Fresno continue to recommend measures to promote social distancing.

WHEREAS, Government Code Section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing or the legislative body finds that meeting in person would present an imminent risk to the health or safety of attendees; and

WHEREAS, such conditions now exist in the District in that (i) State and Local officials recommend social distancing measures and (ii) emergency conditions evidenced by COVID-19 and its variants create ongoing COVID-19 cases, hospitalizations, and deaths and meeting in person would present imminent risk to health or safety of attendees; and

WHEREAS, the Board of Directors affirms that it will allow for observation and participation by Directors as well as Standing Committee Members and the public via teleconferencing as authorized under AB 361 in an effort to protect the constitutional and statutory rights of all attendees; and

WHEREAS, on October 14, 2021, the Board adopted Resolution No. 2021-08 Authorizing Remote Teleconference Meetings by the Board of Directors and all Boards, Commissions, and Standing Committees of the City in Accordance With Assembly Bill 361; and

WHEREAS, Government Code Section 54953(e)(3) requires that the Board review the need and make findings for continuing the teleconferencing as authorized by AB 361 at least once every thirty days until the Governor terminates the state of emergency; and

WHEREAS, on May 12, 2022, the Board approved a Reauthorizing Resolution for an additional thirty days; and

WHEREAS, the Board wishes to reaffirm the need and findings necessary for continuing the teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SELMA KINGSBURG FOWLER COUNTY SANITATION DISTRICT HEREBY RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The Board of Directors finds that the state of emergency conditions related to COVID-19 as set forth of Proclamations of Emergency by the Governor, County of Fresno, and Cities of Selma, Kingsburg, and Fowler are on-going.

Section 3. The Board of Directors further finds that state and county official recommend social distancing conditions causing imminent risk to attendees as described above exist.

Section 4. The Board of Directors hereby recognize and affirm that the Cities of Selma, Kingsburg, and Fowler and the County of Fresno have adopted a proclamation of a local emergency related to the COVID-19 virus regarding the existence and conditions of a state of emergency as proclaimed by the Governor.

Section 5. The Board of Directors finds that the state of emergency as a result of COVID-19 continues to directly impact the ability of members of the Board of Directors and the members of standing committees to meet safely in person and such fact creates an imminent health risk to such members.

Section 6. The Board of Directors and Standing Committees of District are authorized to conduct their meetings without compliance with Government Code section 54953(b)(3), and to instead comply with the remote meeting requirements as authorized by Government Code section 54953(e) *et seq.*

Section 7. The General Manager is authorized and directed to take all actions reasonably necessary to carry out the intent and purpose of this Resolution, including, conducting open and public meetings remotely in accordance with Government Code section 54953(e) *et seq.*, and other applicable provisions of the Brown Act, for all Board of Directors meetings, and all Boards, Commissions, and standing committee meetings of the City.

Section 8. This Resolution shall take effect immediately upon its adoption and shall be effective for thirty days.

* * * * *

Approved and adopted this 9th day of June 2022.

Chairwoman
Michelle Roman

ATTEST

Veronica Cazares Interim General Manager/ Secretary to Board

MEMORANDUM

(June 9, 2022)

To: S-K-F CSD Board of Directors

Agenda Item: 5-A

From: Veronica Cazares, Interim General Manager

Action: Motion

Date Prepared: May 24, 2022

SUBJECT: Resolution No. 2022-16, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg Fowler County Sanitation District for Fiscal Year 2022-23

DIRECTORS' SUMMARY

Resolution No. 2022-16 needs to be adopted and filed with the County of Fresno in order to approve the list of parcels and the assessments to be collected on the tax roll.

STAFF RECOMMENDATION

Interim General Manager Cazares recommends that the Board adopt Resolution No. 2022-16, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg-Fowler County Sanitation District for Fiscal Year 2022-23.

ACTION

Motion to adopt Resolution No. 2022-16, A Resolution Overruling Protests and Confirming Report on Sewer Service Charges and Delinquent Sewer Service Charges for Selma-Kingsburg-Fowler County Sanitation District for Fiscal Year 2022-23.

Attachment: Resolution No. 2022-16

Recording requested by and when recorded mail to:

General Manager
Selma-Kingsburg-Fowler
County Sanitation District
P. O. Box 158
Kingsburg, CA 93631

Space above this line is for the Recorder's use.

RESOLUTION NO. 2022-16

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
OVERRULING PROTESTS AND CONFIRMING REPORT ON SEWER
SERVICE CHARGES AND DELINQUENTSEWER SERVICE CHARGES
FOR FISCAL YEAR 2022-2023

RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District, Fresno County, California, that:

WHEREAS, on July 11, 2019, the Board of Directors adopted Ordinance No. 2019-02, An Ordinance of the Board of Directors of Selma-Kingsburg-Fowler County Sanitation District Electing to Collect Sewer Service Charges and Delinquencies on the Tax Roll; and

WHEREAS, Ordinance No. 2019-02 also directed the preparation and filing of a Written Report containing a description of each parcel of real property receiving services and utilizing facilities from the District and containing the amount of service charge for each such parcel to be collected on the Tax Roll for Fiscal Year 2022-2023; and

WHEREAS, said Written Report was prepared and filed with the Secretary of the District on June 9, 2022 and

WHEREAS, notice was given of the date and time of the hearing in the manner provided by law as it appears by the affidavits of publication on file with the Secretary of said District; and

WHEREAS, said matter came on regularly for hearing on June 9, 2022; and

WHEREAS, all written protests and other written communications were publicly read at said meeting and all persons desiring to be heard were duly heard.

NOW, THEREFORE, the Board of Directors of Selma Kingsburg Fowler Sanitation District resolves as follows:

1. That the foregoing recitals are true and correct and incorporated by reference.
2. That the objections to and protests against said report were not made by the owners of a majority of the separate parcels of property described in the Written Report against which charges for services and facilities provided by the District were specified.
3. That all objections to and protests against said report have been heard by this Board and that said objections and protests by, and each of them is hereby, overruled.
4. That said Written Report be, and it is hereby, adopted in full without revision, change, reduction or modification of any charge specified therein, and that said charges shall be collected on the Tax Roll of the County of Fresno, in the manner provided by law.
5. That the Secretary of this District be, and he is hereby, directed to file with the County Auditor of the County of Fresno, in a timely manner as set by the County of Fresno, a copy of said report, upon which shall be endorsed over his signature a statement that the report has been finally adopted by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District.
6. The County Auditor of Fresno County shall, upon receipt of said report, enter the amounts of the charges against the respective lots of parcels as they appear on the assessment roll for the fiscal year 2022-2023.

The foregoing Resolution No. 2022-16 was introduced by Director _____, who moved its adoption, seconded by Director _____, and adopted on roll call on the 9th day of June 2022 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

WHEREUPON, the Chairwoman declared the foregoing Resolution No. 2022-16 adopted and SO ORDERED.

Veronica Cazares,
Secretary of the Board of Directors
SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

MEMORANDUM

(June 9, 2022)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, Interim General Manager
Date Memo Prepared: May 24, 2022
SUBJECT: Annual Budget Transfer to Refurbishment & Replacement Account

Agenda Item: 7-A
Action: Motion

DIRECTORS' SUMMARY

Annually, the Board needs to take action to authorize the accounting transfer of money from the Operations & Maintenance (O&M) account to the Refurbishment & Replacement (R&R) account which was \$2,945,621.00; and the District Expansion account to the Refurbishment & Replacement (R&R) account which was \$213,275.00.

Staff is recommending that an annual budget transfer of \$2,945,621.00 from the Operation & Maintenance account to the Refurbishment & Replacement account and transfer \$213,275.00 from the District Expansion account to the Refurbishment & Replacement account for Fiscal Year 2022-23.

The transfers were recommended by Raftelis Financial Consultants, Inc. in the District's 2017 Sewer Rate Study and were approved in the FY 2020-21 Budget to provide funding for treatment plant refurbishment & replacement projects.

STAFF RECOMMENDATION

Interim General Manager Cazares recommends that the Board direct Staff to do an annual budget transfer of \$2,945,621.00 from the Operation & Maintenance account to the Refurbishment & Replacement account and transfer \$213,275.00 from the District Expansion account to the Refurbishment & Replacement account for Fiscal Year 2022-23.

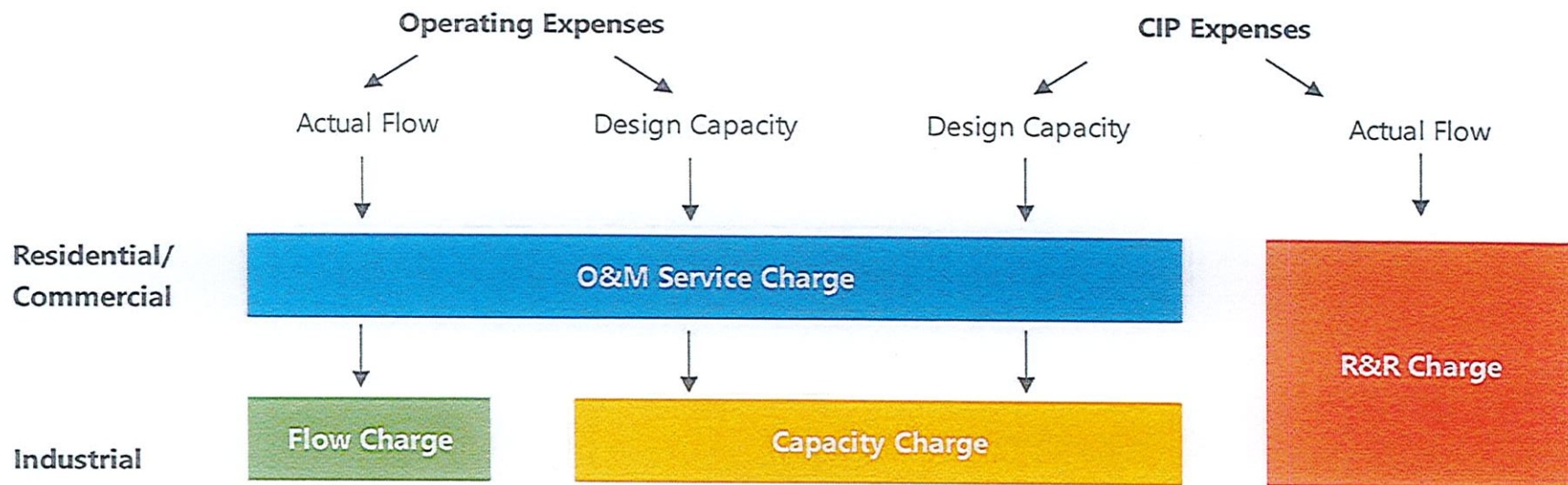
ACTION

Motion to direct Staff to do an annual budget transfer of \$2,945,621.00 from the Operation & Maintenance account to the Refurbishment & Replacement account and transfer \$213,275.00 from the District Expansion account to the Refurbishment & Replacement account for Fiscal Year 2022-23.

Attachment: S-K-F CSD Annual R&R Transfer Diagram

RATE STRUCTURE

Proposed rates follow the current rate structure



MEMORANDUM
(June 9, 2022)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, Interim General Manager
Date Memo Prepared: June 1, 2022

Agenda Item: 7-B
Action: Motion

SUBJECT: The Board will consider adopting Resolution 2022-17, A Resolution of the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation Writing Off Uncollectible Accounts Receivable Accounts.

DIRECTORS' SUMMARY

There is one outstanding debt for which the District has deemed uncollectible. We have made communications with respective parties to settle the accounts but there is no response. To avoid overstating the monies that the District expects to collect, it is proposed that the District write off such debts from the books.

STAFF RECOMMENDATION

Interim General Manager Cazares recommends that the Board adopt Resolution 2022-17, Writing Off Uncollectible Accounts Receivable Accounts.

ACTION

Motion to adopt Resolution 2022-17, Writing Off Uncollectible Accounts Receivable Accounts.

BACKGROUND

The following Septic Hauler accounts receivable are from 2020-2021. The District has deemed this account uncollectible.

Blue Diamond	\$1,029.12
Total	\$1,029.12

Staff recommends that the District write off this uncollectible Accounts Receivable account.

Attachment: Resolution No. 2022-17

RESOLUTION NO. 2022-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT WRITING OFF UNCOLLECTIBLE ACCOUNTS RECEIVABLE ACCOUNTS

WHEREAS, the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District (“District”) is the governing body of the District; and

WHEREAS, the District has diligently pursued the collection of outstanding accounts receivable from septic haulers; and

WHEREAS, the District has determined that these funds are uncollectible; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District that the following septic hauler accounts receivable be written off:

Blue Diamond	\$1,029.12
Total	\$1,029.12

CERTIFICATION

The foregoing Resolution No. 2022-17 was introduced by Director Mendes, seconded by Director Magsig, and adopted on roll call on June 9, 2022, by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____
ABSENCES: _____

WHEREUPON, the Chairman declared the foregoing Resolution No. 2022-17 adopted.

Veronica Cazares
Secretary of the Board
SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT

MEMORANDUM

June 8, 2022

To: S-K-F CSD Board of Directors
From: Hilda Cantu Montoy, General Counsel
Date Memo Prepared: June 2, 2022
SUBJECT: Consideration of Agreement with Employee Recruitment Firm

Agenda Item: 7-C
Action: Motion

DIRECTORS' SUMMARY

The Board is asked to consider and determine whether to approve a consulting services agreement with CPS HR Consulting in the amount of \$25,000.

BACKGROUND

The former General Manager retired from the District effective March 3, 2022. As a result, the permanent position of General Manager is currently vacant. The Board designated Chairwoman Michelle Roman and Director Guerra as the Recruitment Ad Hoc Committee.

DISCUSSION

The Ad Hoc Committee met with General Counsel to review features in a recruitment firm. Specific considerations are being taken in the recruitment process to ensure the greatest opportunity for success. The first step was a detailed and comprehensive RFP that conveyed the expectations of the Board to retain an exceptionally qualified executive search firm to lead the recruitment process.

General Counsel prepared an RFP which was reviewed and approved by the Ad Hoc Committee for Distribution. On March 7, 2022, and following authorization from the Ad Hoc Committee, the RFP was distributed to 16 firms that have experience in public sector executive recruitments.

Two fully responsive proposals were received. The Ad Hoc Committee reviewed the two proposals. Both firms that responded are fully capable of providing the requested scope of service. The Ad Hoc Committee independently reviewed the proposals. Both proposals were very similar in the time frame of four months for completion and in the details for performance as required by the RFP. Follow up from Bob Murray and Associates was not forthcoming and the Ad Hoc Committee determined to offer the contract to CPS HR Consulting.

The cost proposals are as follows:

Firm Name	Proposal Cost
Bob Murray and Associates	\$25,000
CPS HR Consulting	\$25,000

CPS HR Consulting's proposal is attached to the Agreement and contains a detailed description of their qualifications, proposed recruitment process, schedule, and a list of prior executive searches conducted. Of note, their long list of experience includes recruitments for entities similar to SKF including the following:

- Alderwood Water and Wastewater District
- Elk Grove Water District
- Carmichael Water District
- Valley of the Moon Water District
- Diablo Water District
- Kirkwood Meadows Public Utility District
- East Palo Alto Sanitary District.

ACTION

Approval of the Recruitment Agreement requires a motion approved by three (3) members of the Board.

Attachments: Proposed Agreement



CONSULTING SERVICES AGREEMENT
Selma-Kingsburg-Fowler County Sanitation District
General Manager Executive Recruitment

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of June 9, 2022 (Effective Date). CPS HR and the Client shall be collectively referred to herein as the “Parties” and individually as a “Party.”

- A. Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit (“A”). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. Compensation.**
 - 1. Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client’s governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of two percent (2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. Taxes.** OMITTED

E. Term and Termination of Agreement.

- 1. Term.** The term of this Agreement is from June 9, 2022 through November 30, 2022.
- 2. Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.

3. Termination without Cause. Either Party may terminate the Agreement without cause upon thirty days written notice to the other Party.

4. Payment on Termination. Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

1. Warranty. CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.

2. Warranty Disclaimer. OMITTED

G. Work Product.

1. Ownership. Upon CPS HR’ receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR’ work, or delivered by CPS HR to Client in the course of performing services (collectively, “Work Product”) shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client’s ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or

similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, survey content and copyrightable works.

H. Release of Information to Third Parties.

Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

- I. Indemnification.** CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR' willful misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR' expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR' liability

to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons at the address listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) If either CPS HR or Client determines it appropriate to file a judicial action, then, in addition to any other remedies available at law or in equity, Client acknowledges that breach of this Agreement may result in irreparable harm to CPS HR for which damages would be an inadequate remedy and, therefore, CPS HR shall be entitled to seek equitable relief, including injunction.

3. Attorneys Fees. If any legal action or arbitration or other proceeding is brought to enforce or construe the term of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys fees and other costs incurred in that action, arbitration or proceeding in addition to any other relief to which it may be entitled.

4. Governing Law. This Agreement will be governed by the laws of the State of California without regard to its rules concerning conflict of laws.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident,

labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting,
2450 Del Paso Rd. Ste 220, Sacramento, CA 95834**

**Selma Kingsburg Fowler County Sanitation District
11301 E Conejo Avenue, Kingsburg, CA 93631**

By: _____

By: _____

Name: Sandy MacDonald-Hopp

Name: Michelle Roman

Title: Chief Financial Officer

Title: Chairperson

Exhibit A Statement of Work

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR will assist the Selma- Kingsburg-Fowler County Sanitation District with the executive recruitment services for General Manager as detailed in the CPS HR proposal dated April 8, 2022 and included herein as Attachment 1 to Exhibit A.
2. **CLIENT RESPONSIBILITIES:**
 - a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team.
 - b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.
3. **CPS HR PROJECT MANAGER:** Pamela Derby 916-471-3126 pderby@cpsshr.us
4. **CLIENT PROJECT REPRESENTATIVE:** Hilda Montoy 559-579-1924 hildac@montoylaw.com
5. **SERVICE FEES:**
 - a. All Services provided to Client by CPS HR hereunder are priced on a **FIXED PRICE** basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").
 - b. Professional Services Fees: The professional fixed fee of \$25,000 covers all CPS HR services associated with Phases I, II, and III of the recruitment process, including the necessary field visits to develop the candidate profile and recruitment strategy, assist the Client with finalist selection, and facilitate candidate interviews. The professional fixed fee includes the following expenses: brochure design and printing, advertising, background check on the selected finalist candidate, supplies, shipping, and consultant travel.
 - c. Additional Expenses Not Included: Travel expenses for candidates who are invited forward in the interview process are **NOT** included. However, should the Client desire CPS HR's Travel Team to assist with these arrangements, CPS HR can provide assistance. This might require an amount be added to the Agreement.
 - d. Invoices: CPS HR will invoice Client per Task upon completion of each Phase as detailed in Attachment 1 to Exhibit A. Client will pay CPS HR within thirty (30) days following receipt of invoice.
 - e. One-Year Guarantee: If the employment of the candidate selected and appointed by the Client, as a result of a full executive recruitment (Phases I, II, and III), comes to an end before the completion of the first year of service, CPS HR will provide the Client with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The Client would be responsible only for reimbursable expenses. This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period. Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.
6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination. This SOW covers work requested and performed prior to the commencement of this SOW.