

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

REGULAR MEETING OF BOARD OF DIRECTORS

APRIL 10, 2025

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig
Amarjeet Gill
Vince Palomar
Jim Avalos, Vice Chair
Buddy Mendes, Chairman

STAFF and CONSULTANTS

Veronica Cazares, General Manager/ Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Hilda Cantú Montoy, General Counsel
Craig Perry, Plant Operations Manager
David Bacon, Information Systems Analyst

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 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, March 13, 2025 *(p.1)*
- B. Draft Minutes of PAC Meeting, March 19, 2025 *(p.5)*
- C. Warrant List Reports of March 12, 2025 and March 26, 2025 *(p.8)*
- D. Cash Activity Report of March 31, 2025 *(p.11)*

5. NEW BUSINESS

- A. Subject: Amendment No. 1 to the At-Will Employment Agreement with Veronica Cazares. (p.13)

Recommendation: That the Board consider and determine whether to approve Amendment No. 1 to the General Manager At-Will Employment Agreement with Veronica C. Cazares

- B. Subject: First Presentation of The Draft Capital Improvement Program for FY 2025-26. (p.16)

Recommendation: That the Board will Review the First Presentation of The Draft Capital Improvement Program for FY 2025-26 and Provide Direction to Staff.

- C. Subject: First Presentation of the Draft FY 2025-26 Budget. (p.17)

Recommendation: That the Board review the Draft Budget for FY 2025-26 and Provide Direction to Staff.

- D. Subject: Bid Results SKF Collection System Projects Kingsburg, Fowler, and Award of Contract. (p.18)

Recommendation: That the Board approve a contract award to Walsh Montgomery Construction, Inc. in the amount of total base bid of \$1,170,654 and contingencies in the amount of \$150,000 for a total amount of \$1,320,654 and authorize the General Manager to execute agreement.

- E. Subject: Consideration of entering into an agreement with Terraverde Energy for energy consulting services. (p.20)

Recommendation: That the Board approve Agreement in a not-to-exceed amount of \$25,000 and authorize the General Manager to execute the necessary documents.

6. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

7. GENERAL MANAGER REPORTS

- A. Valley ROP
- B. Chairman's Barbeque April 16th at 11:30 am
- C. Public Works Week Lunch May 20th at 11:30am

8. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday May 8, 2025, at 4:00 p.m.

Next Ordinance: 2025-01

Next Resolution: 2025-13

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

MINUTES OF THE BOARD MEETING OF DIRECTORS

MARCH 13, 2025

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:00 pm. by Chairman Mendes

DIRECTORS

Nathan Magsig (P)
Amarjeet Gill (P)
Vince Palomar (P)
Jim Avalos, Vice Chairman(P)
Buddy Mendes, Chairman (P)

STAFF AND CONSULTANTS

Veronica Cazares, General Manager/Secretary
Tricia Miller, Administrative Services/HR Manager
Craig Perry, Chief Plant Operator
David Bacon, Information Systems Analyst

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of February 19, 2025, was made by Director Magsig seconded by Director Avalos and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes

NO:

ABSENT:

ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

Items placed on the consent calendar are 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, February 19, 2025 | (p.1) |
| B. Draft Minutes of PAC Meeting, February 26, 2025 | (p.6) |
| C. Warrant List Reports of February 12, 2025 and February 26, 2025 | (p.10) |
| D. Cash Activity Report of February 28, 2025 | (p.11) |

- E. Information System Analyst David Bacon’s out-of-state training request for Data Flow System HSS Custom Screen Building Training in Melbourne, FL. (p.13)
- F. Chief Plant Operator Craig Perry’s out-of-State training request for the Tri-State Seminar in Las Vegas, NV. (p.14)
- G. Resolution 2025-12, A Resolution honoring Juan Mejia for one year of service on the Board of Directors for Selma-Kingsburg-Fowler County Sanitation District. (p.15)

There being no comment from the public, a motion to approve items A-F was made by Director Avalos and seconded by Director Palomar and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes
 NO:
 ABSENT:
 ABSTAIN:

Chairman Mendes pulled Item G - Fowler Mayor Juan Mejia was honored for serving on the SKF Board of Directors from 2023-2024. There being no comment from the public, a motion to approve Resolution 2025-12 was made by Director Magsig and seconded by Director Avalos and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes
 NO:
 ABSENT:
 ABSTAIN:

PUBLIC HEARINGS

Public Hearing opened on a motion made by Director Palomar and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes
 NO:
 ABSENT:
 ABSTAIN:

- A. Subject: Public Hearing on Status of District’s Personnel Vacancies, Recruitment, and Retention Efforts as Required by AB 2561 pursuant to Government Code Section 3502.3 (p.16)

Recommendation: Conduct Public Hearing on Status of District’s Personnel Vacancies, Recruitment, and Retention Efforts and Provide Direction to Staff.

Administrative Services/HR Tricia Miller presented the status of Personnel Vacancies, Recruitment, and Retention Efforts as Required by AB 2561 pursuant to Government Code Section 3502.3. This public hearing must be reported at least once per Fiscal Year to the Board of Directors. This is for the period of January 2024 to December 2024. SKF Employee Organization Local 39 was offered the opportunity to participate in this, however they declined as there are currently no vacant positions related to MOU Employees.

There being no comment from the public or the Board of Directors, a motion to close the public hearing at 4:08 pm was made by Director Avalos and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes

NO:

ABSENT:

ABSTAIN:

NEW BUSINESS

None

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

Director Magsig will meet next week with GM Cazares and Chief Plant Operator Craig Perry to discuss possible energy savings.

GENERAL MANAGER REPORTS

A PAC Meeting has been scheduled for March 19th at 2:00 pm for the FY 2025-26 CIP and FY 2025-26 Budget.

GM Cazares asked the Board if they would like to have a CIP and Budget Workshop or just go into the Formal Public Hearing and Resolution process. The Board decided to forgo the Workshop.

SKF Joint Chamber Mixer will be here at the District on March 19th, 2025, beginning at 5:00pm.

Chairman's Barbeque is scheduled for April 16th beginning at 11:30am here at the District.

SKF Employee Richard Westerling has been promoted to Assistant Collections Supervisor, leaving a Mechanic position open.

CLOSED SESSION

A motion to go into Closed Session was made by Director Avalos and seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, Gill, Palomar, Vice Chair Avalos, Chairman Mendes

NO:

ABSENT:

ABSTAIN:

Closed Session began at 4:13pm.

RECONVIENNE OPEN SESSION

Open Session began at 4:28pm. There was no reportable action.

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Magsig and seconded by Director Gill at 4:30 p.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chairman of
the Board

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

**MINUTES OF THE SPECIAL MEETING OF
POLICY ADVISORY COMMITTEE**

March 19, 2025

2:00 p.m.

CALL TO ORDER AND ROLL CALL

The Policy Advisory Committee (PAC) meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 2:01 p.m. by Vice Chairman Gaffrey.

MEMBERS

Alex Henderson, Kingsburg City Manager (P)
Thomas Gaffrey, Interim Fowler City Manager (P)
Fernando Santillan, Selma City Manager (A)
Paul Nerland, Fresno County AO (A)
Veronica Cazares, General Manager/Secretary (P)

STAFF AND CONSULTANTS

Alicia Kirk, Executive Assistant to the GM
Craig Perry, Chief Plant Operator
Tricia Miller, Admin Services/HR Manager

APPROVAL OF AGENDA

There being no comment from the public a motion to approve the agenda of the PAC meeting of March 19,2025 was made by Member Henderson, and seconded by Member Cazares, and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey

NO:

ABSENT:

ABSTAIN: Member Nerland, Chairman Santillan

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 PAC member or member of the public may request removal of any item from the consent calendar for independent consideration.

A. Subject: Minutes of February 26, 2025, Policy Advisory Committee Meeting (*p.1*)

Recommendation: PAC approve minutes as presented

There being no comment from the public, a motion to approve the PAC minutes of February 26, 2025, was made by Member Henderson and seconded by Member Cazares and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey

NO:

ABSENT:

ABSTAIN: Member Nerland, Chairman Santillan

UNFINISHED BUSINESS

- A. Subject: The Committee will receive the FY 2025-26 Capital Improvement Program (CIP) *(p.4)*

Recommendation: That the Committee accept the FY 2025-26 Draft Capital Improvement Program and consider recommending its approval by the S-K-F CSD Board of Directors

This was the second presentation to the PAC. There being no comment from the public, a motion to accept the FY 2025-26 Draft Capital Improvement Program and recommend approval to the SKF Board of Directors was made by Member Henderson and seconded by Member Cazares and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey

NO:

ABSENT:

ABSTAIN: Member Nerland, Chairman Santillan

- B. Subject: The Committee will receive the FY 2025-26 Draft Budget *(p.5)*

Recommendation: That the Committee accept the FY 2025-26 Draft Budget and consider recommending its approval to the S-K-F CSD Board of Directors.

This was the second presentation to the PAC. There being no comment from the public, a motion to accept the FY 2025-26 Draft Budget and recommend approval to the SKF Board of Directors was made by Member Henderson and seconded by Member Cazares and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey

NO:

ABSENT:

ABSTAIN: Member Nerland, Chairman Santillan

NEW BUSINESS

None

COMMITTEE MEMBER COMMUNICATION ITEMS

GENERAL MANAGER REPORTS

ADJOURNMENT

There being no further business to come before the Committee, Vice Chairman Gaffrey declared the meeting adjourned at 2:08 p.m.

Veronica Cazares, General Manager/
Secretary

Fernando Santillan,
Chairman of the Committee

DRAFT

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
March 12, 2025
WARRANT LIST**

ACCOUNTING SYSTEMS INC.	INFORMATION SYSTEMS	375.00
ALLIED WEED CONTROL	SPECIAL SERVICES - WEED CONTROL	4,600.00
ALVARO VILLA	CERTIFICATION FEE REIMBURSEMENT	106.00
AMAZON CAPITAL SERVICES	AUTO MAINTENANCE	42.49
AMERICAN EXPRESS	TRAVEL & TRAINING, PRINTING FORMS, EQUIPMENT MAINTENANCE, PRINTING ADVERTISING	7,128.38
ANDERSON & BALLOU INC.	COLLECTIONS REPAIRS & MAINTENANCE	31,500.00
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	284.25
BSK ASSOCIATES	EXTERNAL LAB SERVICES	154.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	20.59
CALPERS	RETIREMENT	48,339.83
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER, LAB SUPPLY	684.20
CINTAS CORPORATION NO.2	RENT & LEASE EQUIPMENT	284.42
COMCAST	COMMUNICATIONS	203.53
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	284.25
DKF SOLUTIONS GROUP, LLC	PROF.SERVICES - MED & SAFETY	470.00
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT REPAIRS AND MAINTENANCE	1,507.76
GARY HELM	RETIREE HEALTH REIMBURSEMENT	284.25
GOLDEN STATE MECHANICAL	MAINTENANCE BUILDING & GROUNDS	3,304.35
HD SUPPLY INC	EQUIPMENT REPAIRS & MAINTENANCE	295.36
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES, BUILDING & GROUNDS MAINTENANCE	406.22
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	284.25
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	284.25
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	284.25
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	409.87
KINGSBURG, CITY OF	OUTREACH PHARMA KIOSK, WATER UTILITIES	238.25
LINDER EQUIPMENT CO.	EQUIPMENT REPAIRS AND MAINTENANCE	630.00
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	284.25
MCCLATCHY LLC	PRINTING - ADVERTISING	1,413.37
MID VALLEY DISPOSAL	WASTE UTILITIES	950.51
N&S TRACTOR	EQUIPMENT REPAIRS AND MAINTENANCE	3,555.85
NAPA AUTO PARTS	AUTO MAINTENANCE	241.73
NELSON'S ACE HARDWARE	EQUIPMENT REPAIRS AND MAINTENANCE, SAFETY SUPPLIES	100.79
PG&E	ELECTRIC UTILITIES	1,428.42
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	284.25
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	284.25
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	284.25
SELMA, CITY OF	PHARMA KIOSK OUTREACH	173.75
SILVAS OIL CO. INC.	FUEL	2,092.49
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	154.07
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	185.08
TELSTAR INSTRUMENTS, INC.	GENERATOR, EQUIPMENT R&M	137,368.00
T-MOBILE USA INC.	COMMUNICATIONS	1,135.17
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	758.46
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	930.06
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VESTIS	UNIFORMS, MATS, MOPS, TOWELS	1,053.34

MAS 200 Total Checks

\$255,833.83

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
March 26, 2025
WARRANT LIST**

AMARJEET GILL	DIRECTOR'S FEE	127.63
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS	724.60
AT&T MOBILITY	COMMUNICATIONS	151.86
AT&T/CALNET 3	COMMUNICATIONS	155.07
BACON, DAVID	TRAVEL & TRAINING REIMBURSEMENT	638.94
BILL'S AUTO OF KINGSBURG, INC.	AUTO MAINTENANCE	71.70
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,572.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	51.48
CALPERS HEALTH	HEALTH INSURANCE	40,422.06
CWEA	MEMBERSHIPS	478.00
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT MAINTENANCE	123.87
ERNEST C MENDES	DIRECTOR'S FEE	127.63
FAHRNEY BUICK GMC	AUTO MAINTENANCE	586.27
GOLDEN STATE MECHANICAL	EQUIPMENT MAINTENANCE	130.00
GRAINGER	SAFETY SUPPLIES	343.03
HERWIT ENGINEERING	PROF.SERVICES - ENGINEERING	9,625.00
HOME DEPOT CREDIT SERVICES	BUILDING & GROUNDS MAINTENANCE	497.06
JIMMIE AVALOS	DIRECTOR'S FEE	127.63
KINGSBURG, CITY OF	OUTREACH PHARMA KIOSK	173.75
LIEBERT CASSIDY WHITMORE	PROF.SERVICES - MGT & HUMAN RELATIONS	135.00
MID VALLEY DISPOSAL	WASTE UTILITIES	150.00
MKN	SELMA SEWER REPAIRS, SKF COLLECTION SYSTEM PROJECTS	17,700.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
MUNICIPAL MAINT EQUIPMENT, INC	EQUIPMENT MAINTENANCE	618.45
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE,SMALL TOOLS	949.25
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE	4.99
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	342.42
PG&E	ELECTRIC UTILITIES	54,573.19
PRECISION CIVIL ENGINEERING INC.	PROF.SERVICES - ENGINEERING	16,170.00
PROCLEAN SUPPLY	MAINT BUILDING & GROUNDS, OFFICE SUPPLIES	1,721.73
QUADIENT LEASING USA, INC.	POSTAGE MACHINE LEASE	717.42
SILVAS OIL CO. INC.	FUEL	2,596.33
STONEFLY INC.	INFORMATION SYSTEMS	3,211.20
TECHNICAL SAFETY SERVICES, INC	LABORATORY SUPPLIES	586.65
THE GAS CO	GAS UTILITIES	844.91
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	2,281.45
US STANDARD PRODUCTS CORP	SAFETY SUPPLIES	1,040.00
VALLEY SECURITY ALARM	ALARM SERVICE	774.00
VESTIS	SAFETY SUPPLIES, UNIFORMS,MATS,MOPS,TOWELS	1,350.89
VIDEO INSPECTION SPECIALISTS	SELMA SEWER CALL	1,710.00
VINCE PALOMAR	DIRECTOR'S FEE	127.63

MAS 200 Total Checks

\$164,015.72

SKF COUNTY SANITATION DISTRICT
CASH ACTIVITY REPORT
Month: MARCH
Fiscal Year: 2024-25

Cash Account Description	End of Month Cash Balance June 30, 2024	End of Month Cash Balance March 31, 2025
Cash in Treasury: Operations & Maintenance	\$ 5,721,311.82	\$ 5,422,784.23
Cash in Bank: Operations & Maintenance	\$ 28,404.88	\$ 81,957.41
Cash in Bank: Payroll	\$ 111,170.65	\$ 120,089.10
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,861,587.35	\$ 5,625,530.74
Cash in County Treasury:Expansion	\$ 5,601,597.99	\$ 6,603,149.92
Cash in County Treasury: R&R	\$ 7,533,302.44	\$ 7,550,917.78
Cash in County Treasury:Selma	\$ 1,814,835.10	\$ 1,832,054.61
Cash in County Treasury: Selma SWRCB Reserve	\$ 270,991.10	\$ 275,039.35
Total Selma	\$ 2,085,826.20	\$ 2,107,093.96
Cash in County Treasury:Kingsburg	\$ 3,335,437.54	\$ 3,398,770.90
Cash in County Treasury:Fowler	\$ 1,933,409.66	\$ 1,991,420.24
Total Cash Balance	\$ 26,351,161.18	\$ 27,276,883.54

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY
FOR THE MONTH ENDED MARCH 31, 2025

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	3/12/2025	\$	255,833.83
WARRANT LIST ENDING	3/26/2025	\$	164,015.72
			419,849.55
TOTAL SERVICE AND SUPPLIES EXPENDITURES			\$ 419,849.55

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	3/9/2025	\$	97,708.72
EMPLOYER CONTRIBUTIONS (PERS)	3/9/2025	\$	9,878.47
EMPLOYER TAXES	3/9/2025	\$	1,261.36
HEALTH INSURANCE	3/9/2025	\$	13,259.24
			\$ 122,107.79

TOTAL SALARIES PERIOD ENDING:

SALARIES	3/23/2025	\$	100,933.91
EMPLOYER CONTRIBUTIONS (PERS)	3/23/2025	\$	9,896.47
EMPLOYER TAXES	3/23/2025	\$	1,314.71
HEALTH INSURANCE	3/23/2025	\$	13,259.24
			\$ 125,404.33

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES			\$ 247,512.12
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	GRAND TOTAL	\$	667,361.67
			667,361.67

MEMORANDUM
(April 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Hilda Cantu Montoy, General Counsel
Date Prepared: March 28, 2025

Agenda Item: 5-A
Action: Motion

SUBJECT

Amendment No. 1 to At-Will Employment Agreement with Veronica Cazares

RECOMMENDATION

That the Board consider and determine whether to approve Amendment No. 1 to the General Manager At-Will Employment Agreement with Veronica C. Cazares.

EXECUTIVE SUMMARY

The District and General Manager Cazares entered an At-Will Employment Agreement effective March 1, 2023. The parties wish to amend the Employment Agreement as set forth in the proposed Amendment No. 1 attached to this report.

BROWN ACT ANNOUNCEMENT

The Brown Act requires that prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. See Government Code §54953 (c)(3) describing the process and Government Code §3511(d) defining local agency executive.

Following Announcement is to be read by Board Chairman of the District Board or Other Board Member

If adopted, the proposed resolution will approve an Employment Agreement with Veronica C. Cazares for the position of General Manager as follows:

- Term of Contract: Extended by one-year effective March 1, 2025.
- Compensation: Effective March 1, 2025, the compensation shall be \$176,800.
- Administrative Leave: Effective March 1, 2025, Administrative Leave is increased from 32 to 48 hours.

Attachment: Amendment No. 1

**AMENDMENT NO. 1
GENERAL MANAGER AT-WILL EMPLOYMENT AGREEMENT**

This Amendment No. 1 to General Manager At-Will Employment Agreement (“Amendment No. 1”) is made and entered by and between the Selma-Kingsburg-Fowler County Sanitation District (“District”) and Veronica C. Cazares (“Employee”).

RECITALS

WHEREAS, District and Employee entered an At-Will Employment Agreement (“Employment Agreement”) effective March 1, 2023; and

WHEREAS, District and Employee desire to continue the employment relationship and to make certain modifications to the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties agree as follows:

Section 1. Section 3 of the Employment Agreement “Term of Agreement” is amended by adding the following language:

Effective March 1, 2025, this Agreement is extended by a one-year term.

Section 2. Section 8 of the Employment Agreement “Compensation and Benefits” is amended by adding the following language to Subsection A. Salary to read as follows:

Effective March 1, 2025, Employee shall be paid an annual salary of \$176,800.

Section 3. Section 8 of the Employment Agreement “Compensation and Benefits” is amended by adding the following language to Subsection B (9) Administrative Leave to read as follows:

Effective March 1, 2025, Administrative Leave is increased to forty-eight (48) hours.

Section 4. Except as amended by this Amendment No. 1 to Agreement, all other terms in the Employment Agreement shall continue in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Employment Agreement on the day and year written below.

DISTRICT

EMPLOYEE

Buddy Mendes, Chairman

Veronica C. Cazares

Date: _____

Date: _____

MEMORANDUM
(April 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: March 27, 2025

Agenda Item: 5-B
Action: Informational

SUBJECT:

First Presentation of The Draft Capital Improvement Program for FY 2025-26

RECOMMENDATION:

That the Board will Review the First Presentation of The Draft Capital Improvement Program for FY 2025-26 and Provide Direction to Staff.

EXECUTIVE SUMMARY:

General Manager Cazares will present the draft Capital Improvement Program (CIP).

Board members may bring their copies with them or refer to the digital copy sent separately from the agenda packet. **Hard copies will be available at the Board Meeting.**

District staff meet with each Member City and held PAC meetings on February 26, 2025, and March 19, 2025. The PAC made a motion to accept CIP and recommend to the Board of Directors for approval.

Capital improvements are major construction projects requiring an expenditure of public funds over and above routine annual operating expenses. Expenditures occur for the purchase, construction, or replacement of the District's infrastructure with a useful life of at least five years. CIP infrastructure includes such items as the collection system, wastewater treatment plant, disposal facilities and lift stations. The District's funding sources include sewer service charges, capacity charges, and plan check and inspection fees. These revenues are projected annually, taking into account current and potential development activity and rate adjustments.

The CIP is a plan that identifies capital improvement needs and allocates available dollars over a ten-year period. Development of the ten-year CIP includes opportunities for input from the CIP Committee, District department heads, cities, and the Board of Directors to help ensure that the projects meet the District's needs.

We note the proposed CIP has been built based on projections which include the sewer rate increases adopted in 2024.

MEMORANDUM
(April 10, 2025, Board Meeting)

To: S-K-F Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: March 27, 2025

Agenda Item: 5-C
Action: Informational

SUBJECT:

First Presentation of the Draft FY 2025-26 Budget

RECOMMENDATION:

That the Board review the Draft Budget for FY 2025-26 and Provide Direction to Staff.

EXECUTIVE SUMMARY:

Board members may bring their copies with them or refer to the digital copy sent separately from the agenda packet. **Hard copies will be available at the Board Meeting.**

District staff met with each Member City and held PAC meetings on February 26, 2025, and March 19, 2025. The PAC was satisfied with the Draft FY 2025-26 Budget and had no additional questions. They made a motion to accept the Draft FY 2025-26 Budget and recommend it to the Board of Directors for approval.

The Proposed Budget includes the following:

1. The proposed budget has been built based on projections which include the Proposition 218 sewer service rate increases -adopted in 2024. Therefore, it includes an increase in sewer rates. As noted in the Proposition 218 process in 2024, is the increases are for the District's Capital Refurbishment & Replacement fund and General Operation & Maintenance fund and are necessary due to increased costs of repair; refurbishment and replacement of aging equipment and facilities; services and supplies; salaries and benefits; labor costs; and a reduction in usage of the plant by industrial dischargers, which results in revenue decreases.
2. The proposed rates align and confirm the cost of service with the different customer classes of residential, commercial, and industrial.
3. Staff is proposing to add a Sewer System Maintenance Technician I (SSMT) which will bring the staffing level to 33 full-time employees. The SSMT's primary work duties are to operate and maintain the collection system, appurtenances, and respond to emergency calls.
4. Other than the rate increases noted above and the addition of a staff member, the budget is a status quo budget.

MEMORANDUM
(April 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 1, 2025

Agenda Item: 5-D
Action: Motion

SUBJECT:

Bid Results SKF Collection System Projects-Kingsburg and Fowler and Award of Contract.

RECOMMENDATION

That the Board approve a contract award to Walsh Montgomery Construction, Inc. in the amount of total base bid of \$1,170,654 and contingencies in the amount of \$150,000 for a total amount of \$1,320,654 and authorize the General Manager to execute agreement.

EXECUTIVE SUMMARY

The project is a multiple year project and design started in FY24. A notice inviting bids was issued on February 7, 2025. Sealed bids were received at the District office on March 18, 2025, at 2:00 PM. Three bids were received, and the base bids ranged from \$1,170,654 to \$1,452,897.00. The General Manager also requests authorization for a project contract contingency of \$125,000 broken down to \$75,000 per city.

A Bid Advisory letter was received from JT2 Inc. DBA Todd Companies contending that there were no subcontractors listed for paving in the proposals received by Walsh Montgomery and Dawson-Mauldin and that those bidders were unable to perform the work. The District determined that if a subcontractor is not listed, the general contractor self-performs the work. The Notice of Proposed Award was posted in accordance with District policy and emailed to the contractors that submitted bids. As of this date, the District has not received a protest.

The project is funded by Kingsburg R/R GL #'s 8020-302-04 and 8030-305-04 for a total budget amount of \$571,000. The Fowler R/R project is GL# 8016-305-05 in the budget amount of \$540,000. The overage will be funded out of reserves.

The project consists of the replacement of approximately 366 feet of 6-inch and 480 feet of 8-inch sewer main, installation of approximately 885 feet of 6-inch and 763 feet of 10-inch Cured-in-Place Pipe lining (CIPP) and associated appurtenances.

The District has worked with Walsh Montgomery Construction, Inc, on past projects. See Attachment for the list of bid results.

Attachments: Bid Results

BID RESULTS

	Walsh Montgomery (Clovis)	Dawson- Mauldin(Selma)	JT2 DBA Todd Companies (Visalia)	Engineer's Estimate	FY 24 Budget
Kingsburg R/R	\$612,194	\$701,461	\$727,257	\$618,290	\$571,000
Fowler R/R	\$557,740	\$664,440	\$725,640	\$619,900	\$540,000
	\$1,170,654.00	\$1,365,901.00	\$1,452,897.00	\$1,423,919	\$ 1,111,000

MEMORANDUM
(April 10, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: April 4, 2025

Agenda Item: 5-E
Action: Motion

SUBJECT

Consideration of entering into an agreement with TerraVerde Energy for energy consulting services.

RECOMMENDATION

That the Board approve Agreement in a not-to-exceed amount of \$25,000 and authorize the General Manager to execute the necessary documents.

EXECUTIVE SUMMARY

The District General Manager is requesting authorization to explore alternative energy sources to reduce operational costs, stabilize rates, and benefit the rate payer. This effort would explore potential projects in a variety of areas of natural gas-powered equipment, microgrid, fuel cells, etc. TerraVerde Energy has extensive experience working with public agencies to design and implement energy projects. They provide support in evaluating and deploying projects, ensuring optimal performance and cost savings. It is expected that all project recommendations will be vetted by the Board of Directors prior to a capital outlay.

**CONSULTING SERVICES AGREEMENT BETWEEN
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND
TerraVerde Energy**

This Consulting Services Agreement (“Agreement”) is made and entered into effective the 14th day of April 2025, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and (TerraVerde Energy) (hereinafter referred to as “CONSULTANT”).

RECITALS

A. DISTRICT operates and maintains a wastewater treatment plant and sewerage system serving residential, commercial, and industrial customers.

B. The sewerage system consists of local collection sewers, interceptors, lift stations, wastewater treatment and disposal facilities that collect, convey, treat, and dispose of sanitary wastewater.

C. The wastewater treatment plant and sewerage system infrastructure require periodic engineering review of the facilities for functionality, replacement, and improvements or expanded capacity.

D. The DISTRICT’s facilities are identified as either the “collection system” or the “treatment and disposal system.

E. The DISTRICT has negotiated the scope and not-to-exceed fee of \$25,000 for Design Services for exploration of alternative energy sources such as natural gas-powered equipment, microgrid, fuel cells, etc.

F. CONSULTANT is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement, has submitted a proposal at the request of the District General Manager, and hereby represents that it is professionally capable of performing the services called for in this Agreement.

G. The DISTRICT desires to have CONSULTANT perform services described in the above-referenced RFP and CONSULTANT desires to perform those services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. **Scope of Services.** CONSULTANT shall perform to the satisfaction of DISTRICT the services described in Exhibit A, including all work incidental to, or necessary to perform such services even though not specifically described in Exhibit A. Tony D. Pastore shall be the key person providing the Scope of Services.

In the event Tony D. Pastore is unable to perform the Services, CONSULTANT shall immediately notify District Engineer of the DISTRICT. In such event, DISTRICT shall have sole discretion to terminate the Agreement under Section 4 of this Agreement.

2. Term of Agreement and Time for Performance. The term of this Agreement shall commence on April 14, 2025, and expire on December 14, 2025.

3. Compensation.

(a) District shall pay for services performed satisfactorily under this Agreement and according to the pay schedule contained in Exhibit B which is incorporated herein by reference.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of DISTRICT business.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to CONSULTANT'S compensation. Any change in the scope of services must be made by written amendment to the Agreement approved by the DISTRICT Board of Directors and signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

4. Termination.

(a) Termination for Convenience. Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination.

(b) Termination for Cause. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

(c) In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall become DISTRICT's property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

(d) This Agreement shall terminate without any liability of DISTRICT to CONSULTANT upon: (i) CONSULTANT's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against

CONSULTANT; or (ii) DISTRICT's non-appropriation of funds sufficient to meet its obligations hereunder during any DISTRICT fiscal year of this Agreement.

(e) Immediately upon any termination of this Agreement, CONSULTANT shall: (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to DISTRICT any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by DISTRICT. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(f) Upon any termination of the Agreement, DISTRICT may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that DISTRICT improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(g) CONSULTANT shall provide DISTRICT with adequate written assurances of future performance, upon General Manager's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(h) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as acts of God or the public enemy, acts of DISTRICT in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify DISTRICT in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth in full the particulars in connection herewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to DISTRICT of the cessation of such occurrence.

5. Records, Confidential Information, Ownership of Documents and Copyright License.

(a) Records of CONSULTANT'S expenses pertaining to Scope of Work shall be kept on a generally recognizable accounting basis and shall be available to DISTRICT or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the services rendered shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

(b) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During

the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of DISTRICT, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of DISTRICT, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to DISTRICT.

(c) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of DISTRICT at the time of preparation and shall be turned over to DISTRICT upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill.

(a) CONSULTANT shall provide evidence to DISTRICT that it is licensed to perform the services under this Agreement or that no license is required. If CONSULTANT should subcontract any portion of this work, CONSULTANT shall require that each contractor be licensed to perform the services called for in this Agreement or shall confirm that no license is required before beginning work.

(b) It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to DISTRICT that CONSULTANT is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, DISTRICT relies upon the skill of CONSULTANT to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services. Therefore, any acceptance of such services by DISTRICT shall not operate as a release of CONSULTANT from said professional standards.

7. Responsibility of District. The DISTRICT shall:

(a) Provide full information as to requirement for work performed under this Agreement.

(b) Assist CONSULTANT by placing at its disposal available information pertinent to the work performed including previous reports and other data, all of which CONSULTANT may rely upon in performing the services agreed upon.

(c) Obtain permission for access to and make all provisions for CONSULTANT to enter upon, public and private property as required for CONSULTANT to perform services under this Agreement.

8. Indemnification.

(a) To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

(b) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless, and defend DISTRICT and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

(c) This section shall survive termination or expiration of this Agreement.

9. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit C or as may be authorized, and any additional insurance as may be required, in writing by General Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by DISTRICT that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to DISTRICT. Any failure to maintain the required insurance shall be sufficient cause for DISTRICT to terminate this Agreement. No action taken by DISTRICT pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by DISTRICT that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify DISTRICT shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, CONSULTANTS, sub-CONSULTANTS, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of DISTRICT, CONSULTANT shall immediately furnish DISTRICT with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of DISTRICT and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and DISTRICT prior to the commencement of any services by the subcontractor.

10. Conflict of Interest and Non-Solicitation.

(a) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable: (i) professional canons and requirements governing avoidance of impermissible DISTRICT conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 *et. seq.*). At any time, upon written request of DISTRICT, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations.

(b) CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify DISTRICT of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by DISTRICT or is a member of the DISTRICT Board of Directors or a DISTRICT Committee, or similar DISTRICT body.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the General Manager, in advance and in

writing. Notwithstanding any approval given by the General Manager under this provision, CONSULTANT shall remain responsible for complying with Section 10(a) above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. Compliance with Laws. In providing services under this Agreement, CONSULTANT shall at all times comply with all DISTRICT, state, and federal laws and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies now in force or as enacted, issued, or amended during the term of this AGREEMENT.

12. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era or other protected class under state or federal law. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or other protected class under state or federal law. CONSULTANT will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, veteran of the Vietnam era, or protected class under state or federal law. Such requirement shall apply to CONSULTANT'S employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officer, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of DISTRICT for any purpose. DISTRICT shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and DISTRICT. CONSULTANT shall have no authority to bind DISTRICT absent DISTRICT'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend, and save DISTRICT harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in DISTRICT employment benefits, entitlements, programs and/or funds offered employees of DISTRICT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to DISTRICT or to this Agreement.

14. Notices.

(a) Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by email or facsimile followed by email confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

(b) All notices expressly required of DISTRICT under this Agreement shall be effective only if signed by the General Manager or his/her designee.

15. Assignment.

(a) This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the DISTRICT Board of Directors. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the DISTRICT.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from DISTRICT under the terms of this Agreement to any other individual(s), corporation(s), or District(s). DISTRICT retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
17. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
19. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
21. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
23. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the

body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both DISTRICT and CONSULTANT.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Consulting Services Agreement as follows:

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

NAME: TerraVerde Energy

By: _____
Veronica Cazares
General Manager

By: _____
Ali Chehrebsaz

Date: _____

Title

Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

EXHIBIT A—SCOPE OF SERVICES

TerraVerde ENERGY

Selma-Kingsburg-Fowler County Sanitation District

Owner's Representative Energy Consulting Services

March 2025

Prepared for

Veronica Cazares, General Manager

Selma-Kingsburg-Fowler County Sanitation District

11301 E Conejo Ave, Kingsburg, CA 93631

(559) 897-6500 x230

Prepared by

Tony Pastore, Senior Advisor

TerraVerde Energy

tony@terraverde.energy

(530) 308-2459



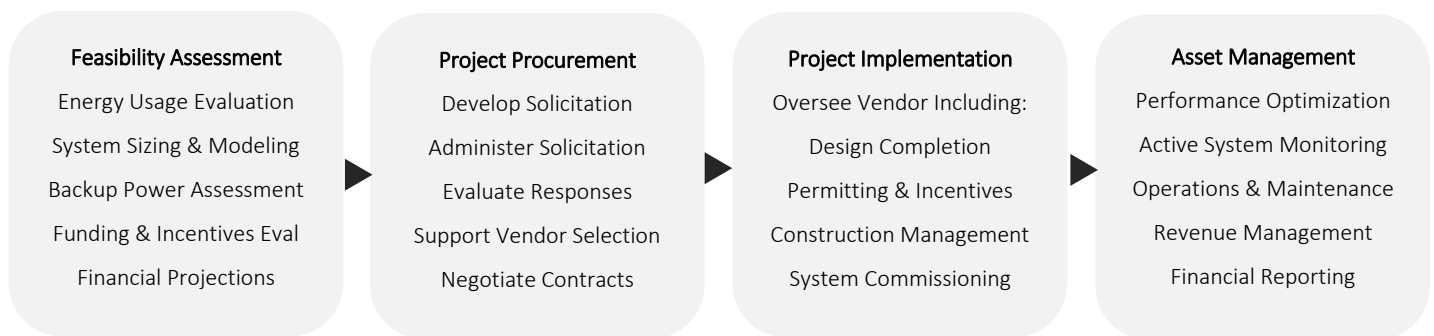
TerraVerde
ENERGY

About Us

TerraVerde Energy is an **energy consulting** firm proudly supporting California public agencies since 2009. We provide **owner's representative** services for planning, procurement, and project management of energy projects and programs. We support public agencies with reducing operational costs, increasing facility reliability & resilience, regulatory compliance. Over the past 15 years, we have supported more than **140 public agencies** with over **260** energy project assessments and procurements.

Our Approach

We specialize in helping municipalities with their **energy infrastructure** planning & operation. Our expertise is in **solar, battery, bio-gas** utilization including combined heat & power generation, **microgrids**, and **Advanced Clean Fleets (ACF)** compliance as well as **fleet electrification planning** and **charging infrastructure** deployment. We typically support public agencies as shown here:



Our Services

The following are key services we provide to our public agency clients:

1. **Technical Feasibility Validation** - Project ideation, needs assessment, and CIP integration
2. **Cost/Benefit Analysis** - Technology & vendor independent technical and financial feasibility analyses
3. **Procurement Management** - Project procurement services including competitive RFQ/RFP solicitations
4. **Contract Negotiation** - Design-build, design-bid-build, progressive design-build, & GC 4217 contracting
5. **Project Oversight** - Project management and contractor/installer oversight
6. **Design Review** - Design review, code, and permit compliance assessment
7. **Incentives & Tariffs** - Securing utility interconnections, grant funds, and incentives
8. **Project Turnover** - Post project completion turnover and closeout
9. **IRA Funding** - Inflation Reduction Act Elective Pay filing to secure refund from the IRS
10. **O&M & Savings Reporting** - Ongoing savings and performance reporting of installations

Details on our services are found below.

We welcome the opportunity to serve as your owner's representative energy consultant to help you navigate your projects.

Sincerely,



Tony Pastore, Senior Advisor

We Are Proud Members of



Select California Water & Sanitation Agency Clients



Our Services

Scope	Description
Feasibility Assessment	<p>TerraVerde will provide the following services to identify potential project opportunities and assess the technical and financial feasibility of solar, battery, CHP/bio-gas generator, in-line hydro, microgrid, electric vehicle charging, etc. project(s):</p> <ol style="list-style-type: none"> a. Evaluate historical electricity demand, usage, time-of-use profile and billing for relevant electric meters. b. Evaluate potential project sites. c. Determine system sizing to achieve optimal financial benefits, and backup power capacity when grid outages occur, as applicable. d. Determine optimal battery operating schedules based on demand reduction, energy arbitrage, and other revenue opportunities as applicable. e. If applicable, assess load growth from plant operational changes, capital improvement plans (CIP), and the addition of electric vehicle charging stations. f. Evaluate available financial incentives and funding sources for the potential projects. g. Prepare site layouts. h. Prepare 20-year cash flow projections and net savings projections. i. Present a summary of findings and discuss relevant next steps.
Interconnection Application Submittal	<p>TerraVerde will provide Interconnection Application submittal(s), including:</p> <ol style="list-style-type: none"> a. Prepare Interconnection Application package(s) per the applicable requirements from the electric utility. b. Submit Interconnection Application(s) and confirm acceptance by the utility. c. Respond to all questions and RFIs from the electric utility as needed and track application review/approval progress.
Project Procurement	<p>TerraVerde will manage a comprehensive procurement process, leveraging fit for purpose contracts and solicitation materials, including:</p> <ol style="list-style-type: none"> a. Develop a request for proposals procurement package including project contracts & specifications in collaboration with legal counsel. b. Solicit proposals from qualified installers. c. Manage questions & answers with installers.

	<ul style="list-style-type: none"> d. Evaluate proposals and prepare a qualitative & quantitative assessment. e. Lead contract diligence and negotiations. f. Finalize the contract and support CEQA and relevant Government Code contracting requirements for approval by public agency board and/or council.
Project Implementation	<p>TerraVerde will provide owner’s representative services through the project implementation phase including:</p> <ul style="list-style-type: none"> a. Oversee the design and permitting process including 30%, 60%, 90% design reviews. b. Oversee critical permitting and incentive application processes. c. Review installer’s project schedule, assist in optimizing schedule to meet project needs. d. Manage the installer through the construction phase, ensuring that projects are delivered on time, on budget, and within agreed upon scope per the contract. e. Manage project closeout and delivery of final project documentation per contract terms.
Asset Management	<p>Upon completion of the implementation of the systems, TerraVerde will provide the following asset management services.</p> <ul style="list-style-type: none"> a. Active system performance monitoring. b. Issue management: manage and enforce warranty claims, maintenance obligations, and performance guarantees. c. Create & maintain a Facility Operation Plan: a data room with current, relevant, source of truth documentation for the installations including contracts, contacts, drawings, and utility authorizations. d. Oversee & Manage Maintenance Protocols: managing completion of warranty and corrective maintenance work. e. Annual Preventive Maintenance & System inspections. f. Revenue creation through monetizing REC and LCFS credits, as well as Demand Response program participation administration. g. Quarterly reporting on actual vs. expected energy systems performance, and issues management. h. Detailed annual financial reporting on actual vs. expected avoided costs, revenue, expenses, net savings.

EXHIBIT B—PAY SCHEDULE
(Attached)

Proposed Scope of Work

Scope	Description
1. On-Call Owner's Representative Energy Consulting Services	TerraVerde will provide task-order-based Feasibility Assessment and Asset Management services, as requested.

Engagement Fee

Task	Timeline	Fees
1. On-Call Owner's Representative Energy Consulting Services	Ongoing	<ul style="list-style-type: none"> \$25,000 not-to-exceed budget Time and materials billing on a monthly basis
Total Proposed Engagement Fee		\$25,000 not-to-exceed

Hourly Rates

Role	Hourly Rate
Project Coordinator	\$195
Project Developer	\$245
Sr. Engineer / Project Manager	\$225
Principal Advisor	\$255
Technical Supervisor	\$295
Administrative	\$160
Accounting	\$185

EXHIBIT C—INSURANCE REQUIREMENTS

(Attached)

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

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

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

Other Insurance Provisions

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

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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