

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

REGULAR MEETING OF BOARD OF DIRECTORS

FEBRUARY 19, 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
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. BOARD REORGANIZATION

- A. Nominations and Election of Chairperson
- B. Nominations and Election of Vice-Chairperson

3. APPROVAL OF AGENDA

Additions, deletions, substitutions, and adoption of agenda

4. 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.

5. 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, January 9, 2025, Minutes of Policy Advisory Committee Meeting, July 3, 2024, Draft minutes of Policy Advisory Committee Meeting February 13, 2025. (p.1)

- B. Warrant List Reports of January 15, 2025 and January 29, 2025 (p.9)
- C. Cash Activity Report of January 31, 2025 (p.11)
- D. Resolution 2025-07, A Resolution honoring Scott Robertson for one year of service on the Board of Directors for Selma-Kingsburg-Fowler County Sanitation District. (p.13)
- E. Resolution 2025-08, A Resolution honoring Juan Mejia for one year of service on the Board of Directors for Selma-Kingsburg-Fowler County Sanitation District. (p.14)
- F. Resolution No. 2025-09, A Resolution Terminating the Agreement with the California Public Employee' Deferred Compensation Plan (p.15)

6. NEW BUSINESS

- A. Subject: Resolution No. 2025-10, A Resolution Approving the 2024 Collection System Master Plan (p.19)
 Recommendation: The Board consider adopting Resolution No. 2025-10, A Resolution approving the 2024 Collection System Master Plan Update.
- B. Subject: Award of Contract for Sewer System Master Plan “On-Call” Engineering Services to Dopudja & Wells.(p.22)
 Recommendation: That the Board consider approving a two-year contract with Dopudja & Wells for Sewer System Master Plan “On-Call” Engineering Services for a not to exceed amount of \$35,000 for FY 2024/25 and \$50,000 for 2025/26 and authorize the General Manager to execute the contract.
- C. Subject: Budget Amendment-North Street Panel Replacement Quotes for Installation(p.41)
 Recommendation: That the Board consider and accept the budget amendment to account #8173-203-02 authorizing Electric Motor Shop to install the North Street Panel in the amount of \$109,152.18, with a contingency of \$20,000 for a total amount of \$129,152.18.
- D. Subject: Authorizing Persons in Specified Positions to Act as District Signatories For Checks, Warrants, or Other Orders For the Payment of Money (p.43)
 Recommendation: That the Board of Directors adopt Resolution No. 2025-11, A Resolution of the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District Authorizing Persons in Specified Positions to Act as District Signatories For Checks, Warrants, or Other Orders For the Payment of Money and Directing Staff to Update All Necessary County and Westamerica Bank Documents.

7. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

8. GENERAL MANAGER REPORTS

- A. A. All Form 700s filed with the Clerk to the Board’s office need to be submitted using the eDisclosure system. Board members, Alternates, General Counsel, and designated

employees must submit the Annual Statement of Economic Interest for calendar year 2025 by Tuesday, April 1, 2025.

B. The annual Chamber Mixer will be held on Wednesday, March 19, 2025, at 5:00 pm in the District Board room.

C. Suggestions for scheduling Chairman's Barbeque for 2025.

9. CLOSED SESSION

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957
Title: General Manager

10. RECONVENE OPEN SESSION

Provide closed session report as needed.

11. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, March 13, 2025, at 4:00 p.m.

Next Ordinance: 2025-01

Next Resolution: 2025-11

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

ADA COMPLIANCE AND REASONABLE ACCOMMODATIONS POLICY. The District has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend the Board of Directors meeting, or if you require auxiliary aid or services, e.g., hearing aids or signing services to make a presentation to the Board, the Board is happy to assist you. Please contact the District Office at (559)897-6500 Extension 213 so such aids or services can be arranged. Requests may also be made by email to the Executive Assistant to the General Manager at: akirk@skfcsd.org or can be sent by US Mail to: Alicia Kirk, PO BOX 158, Kingsburg, CA 93631. Accommodation should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested.

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

MINUTES OF THE BOARD MEETING OF DIRECTORS

JANUARY 9, 2025

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:01 pm. by Chairman Mendes

DIRECTORS

Nathan Magsig (P)
Amarjeet Gill (P)
Vince Palomar (A)
Jim Avalos(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 January 9, 2025, was made by Director Magsig seconded by Director Gill and approved by the following vote:

AYE: Directors Magsig, Gill, Chairman Mendes

NO:

ABSENT: Director Palomar

ABSTAIN: Director Avalos

PUBLIC FORUM

Outgoing SKF Vice Chairman who is the Mayor of Selma thanked SKF and the ability to serve and welcomed Selma Councilman Avalos of Selma to the SKF Board.

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, November 14, 2024 *(p.1)*
- B. Warrant List Reports of November 6, 2024, November 20, 2024 *(p.5)*

December 4, 2024, December 18, 2024, December 31, 2024

- C. Cash Activity Report of November 30, 2024, and of December 31, 2024 *(p.12)*
- D. Fiscal Year 2025-26 Budget Preparation Schedule *(p.17)*
- E. Resolution No. 2025-01, a Resolution of Recognition and Commendation to Robbie Soto as 2024 Employee of the Year *(p.22)*
- F. Resolution No. 2025-02, a Resolution of Recognition and Commendation to Ralph Gonzales for Forty-Five Years of Dedicated Service. *(p.23)*
- G. Resolution No. 2025-03, a Resolution of Recognition and Commendation to David Bacon for Twenty-Five Years of Dedicated Service. *(p.24)*
- H. Resolution No. 2025-04, a Resolution of Recognition and Commendation to Frank Hernandez for Twenty Years of Dedicated Service. *(p.25)*
- I. Resolution No. 2025-05, a Resolution of Recognition and Commendation to Robbie Soto for Twenty Years of Dedicated Service. *(p.26)*
- J. Resolution No. 2025-06, A Resolution Honoring Ralph Gonzales, Plant Maintenance Supervisor upon his retirement after forty-five years of service to the Selma-Kingsburg-Fowler County Sanitation District. *(p.27)*

AYE: Directors Magsig, Gill, Chairman Mendes

NO:

ABSENT: Director Palomar

ABSTAIN: Director Avalos

NEW BUSINESS

- A. Subject: The Board will receive the Fiscal Year 2023-24 Audit Report Presentation *(p.28)*

Recommendation: That the Board of Directors accept the independent auditor's report for the fiscal year ending June 30, 2024.

Max, auditor for Sampson, Sampson and Patterson, gave the annual SKF audit report.

AYE: Directors Magsig, Gill, Avalos, Chairman Mendes

NO:

ABSENT: Director Palomar

ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

The regularly scheduled February 13th Board of Directors meeting will be moved to February 19, 2025, at 4:00 p.m.

Director Avalos is glad to be back serving on the SKF Board.

Director Gill thanked GM Cazares for taking her and showing her what SKF is about and what we do.

GENERAL MANAGER REPORTS

Maintenance Supervisor Ralph Gonzales retired after 45 years of service to the District.

Maintenance Assistant Supervisor Jimmy Floyd will move to Maintenance Supervisor

Meeting with City of Selma on February 7, 2025, to review Collection System Master Plan

A PAC Meeting has been scheduled for February 13, 2025, at 10:00am.

CWEA Annual Officers Installment Banquet and Awards will be held at The Grand in Fresno on January 24, 2025.

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 4:27 p.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chaiman of
the Board

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

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

July 3, 2024

10:00 a.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 10:05 a.m. by Chairman Fernando Santillan.

MEMBERS

Alex Henderson, Kingsburg City Manager (P)
Wilma Tucker, Fowler City Manager (P)
Fernando Santillan, Selma City Manager (P)
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
Jon Wells, Dopudja & Wells

APPROVAL OF AGENDA

There being no comment from the public a motion to approve the agenda of the PAC meeting of July 3, 2024, was made by Member Tucker, and seconded by Member Henderson, and approved by the following vote:

AYE: Members Cazares, Henderson, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
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 PAC member or member of the public may request removal of any item from the consent calendar for independent consideration.

- A. Subject: Minutes of October 11, 2023, Policy Advisory Committee meeting, Minutes of March 27, 2024, Policy Advisory Committee meeting. *(p. 1)*

Recommendation: PAC approve minutes as presented.

There being no comment from the public a motion to approve the Consent Calendar was made by Member Henderson, seconded by Member Santillan, and approved by the following vote:

AYE: Members Cazares, Henderson, Vice Chair Tucker, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

UNFINISHED BUSINESS

- A. Subject: Consider Draft of 2024 Collection System Master Plan - Receive presentation and 2024 Collection System Master Plan document. (p.8)

Recommendation: That the Committee receive the presentation by SKF staff and Jon Wells, Dopudja & Wells (D&W) and discuss, provide input, and set a future meeting date for consideration of recommending adoption by the S-K-F CSD Board of Directors.

Jon Wells from Dopudja & Wells Consulting gave the PAC the Collection System Master Plan presentation. Maps will be disbursed to the cities accordingly. The previous Master Plan included condition assessments, CCTV, and physical Lift Station Inspections, among other components necessary to complete the Document. Adjustments can be made if other data arises from the three cities.

COMMITTEE MEMBER COMMUNICATION/AGENDA ITEMS

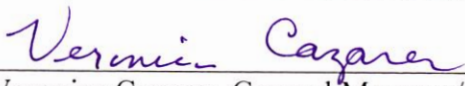
Member Henderson would like to bring the topic of the ponds north of 201 and south of Kamm Avenue in Kingsburg as a possible recharge distribution area to a future PAC meeting.

GENERAL MANAGER REPORTS

General Manager Cazares mentioned that the Valley ROP Students from Selma Highschool completed the 6th year of the Program with the District on June 28, 2024, and will give a presentation to S-K-F Board Members at the July 11, 2024, Board of Directors meeting.

ADJOURNMENT

There being no further business to come before the Committee, Chairman Santillan declared the meeting adjourned on a motion made by Member Henderson at 11:23 a.m.


Veronica Cazares, General Manager/
Secretary


Fernando Santillan/Chairman
of the Committee

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

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

February 13, 2025

10:00 a.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 10:06 a.m. by Chairman Santillan.

MEMBERS

Alex Henderson, Kingsburg City Manager (P)
Thomas Gaffrey, Interim Fowler City Manager (P)
Fernando Santillan, Selma City Manager (P)
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
Jon Wells, Dopudja & Wells

PAC REORGANIZATION

A. Nominations and Election of Chairperson

There being no comments from the public or further nominations for chair, a motion to appoint Fernando Santillan as Chairwoman was made by Member Henderson, seconded by Member Gaffrey, and approved by the following vote:

AYE: Members Henderson, Gaffrey, Cazares, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

A. Nominations and Election of Vice-Chairperson

There being no comments from the public or further nominations for vice-chair, a motion to appoint Thomas Gaffrey as Vice-Chairman was made by Member Santillan, seconded by Member Cazares, and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey, Chairman Santillan

NO:

ABSENT:

ABSTAIN: Member Nerland

APPROVAL OF AGENDA

There being no comment from the public a motion to approve the agenda of the PAC meeting of February 13, 2025 was made by Member Henderson, and seconded by Member Gaffrey, and approved by the following vote:

AYE: Members Cazares, Henderson, Vice Chair Gaffrey, Chairman Santillan
NO:
ABSENT: Member Nerland
ABSTAIN:

PUBLIC FORUM

None

CONSENT CALENDAR

- A. Subject: Minutes of July 3, 2024, Policy Advisory Committee meeting, (p.3)

There being no comment from the public, a motion to approve the PAC minutes of July 3, 2024, was made by Member Gaffrey, and seconded by Member Henderson and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey, Chairman Santillan
NO:
ABSENT:
ABSTAIN: Member Nerland

UNFINISHED BUSINESS

- A. Subject: Consider Final 2024 Collection System Master Plan (p.5)

Recommendation: That the Committee accept the 2024 Collection System Master Plan and consider recommending its adoption by the S-K-F CSD Board of Directors.

Jon Wells, of Dopudja and Wells gave a power point of the Collection System Master Plan (CSMP) to the PAC. Two items were asked for: 1.) Add city column to identify location to Table 7-18, Lift Station recommendations and 2.) Add sewer tributary areas to all city maps. This map will be placed in the appendix.

There being no further comments, a motion to approve the Final 2024 Collection System Master Plan was made by Member Gaffrey, and seconded by Member Santillan and approved by the following vote:

AYE: Members Henderson, Cazares, Vice-Chair Gaffrey, Chairman Santillan

NO:
ABSENT:
ABSTAIN: Member Nerland

NEW BUSINESS

None

COMMITTEE MEMBER COMMUNICATION ITEMS

None

GENERAL MANAGER REPORTS

A. Set future meeting to review 2025-26 Budget and Capital Improvement Plan.
Two meetings were set to review these items for February 26, 2024, at 2:00 pm and March 19, 2025, at 2:00 pm.

ADJOURNMENT

There being no further business to come before the Committee, Chairman Santillan declared the meeting adjourned on a motion made by Member Gaffrey at 10:47 am.

Veronica Cazares, General Manager/
Secretary

Fernando Santillan/Chairman
of the Committee

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

January 15, 2025

WARRANT LIST

ACCOUNTING SYSTEMS INC.	INFORMATION SYSTEMS SUPPORT	375.00
AMARJEET GILL	DIRECTOR'S FEE	127.63
AMAZON CAPITAL SERVICES	INFORMATION SYSTEMS, OFFICE SUPPLY	175.65
AMERICAN EXPRESS	TRAVEL & TRAINING, INFORMATION SYSTEMS, POSTAGE, EMPLOYEE RECOGNITION	4,110.83
AT&T MOBILITY	COMMUNICATIONS	151.92
BEST WEIGH SCALE COMPANY INC.	LABORATORY SUPPLIES	398.00
BSK ASSOCIATES	EXTERNAL LAB SERVICES	530.00
CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN	USE TAX	325.00
CALPERS	RETIREMENT	48,339.83
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	217.90
CHEMSCAN INC.	EQUIPMENT MAINTENANCE	53,144.82
CINTAS CORPORATION NO.2	MEDICAL SUPPLIES, AED LEASE	416.16
CITY OF FOWLER	FRANCHISE FEE FYE2024	118,051.31
COMCAST	INFORMATION SYSTEMS	203.53
CSRMA	GENERAL INSURANCE	222,109.00
CUMMINS INC.	EQUIPMENT MAINTENANCE	1,046.71
DATA FLOW SYSTEMS INC.	EQUIPMENT MAINTENANCE	225.65
DATCO	PROF.SERVICES - MED & SAFETY	288.00
DKF SOLUTIONS GROUP, LLC	PROF.SERVICES - MED & SAFETY	470.00
DOPUDJA & WELLS CONSULTING INC.	COLLECTION SYSTEM UPDATE	8,526.25
ECS HOUSE INDUSTRIES, INC.	EQUIPMENT MAINTENANCE	66.78
ERNEST C MENDES	DIRECTOR'S FEE	127.63
FRESNO OXYGEN/BARNES WELDING	EQUIPMENT MAINTENANCE	130.00
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLY, BLDG & GROUNDS MAINT, EQUIPMENT MAINT.	609.37
ISAGUIRRE, RICARDO	CERTIFICATION REIMBURSEMENT	106.00
JIMMIE AVALOS	DIRECTOR'S FEE	127.63
KAMEYA AKEMI COLEMAN	CERTIFICATION REIMBURSEMENT	156.00
KINGSBURG, CITY OF	FRANCHISE FEE FYE2024, WATER UTILITIES	172,913.41
LIEBERT CASSIDY WHITMORE	PROF.SERVICES - MGT & HUMAN RELATIONS	315.00
MID VALLEY DISPOSAL	WASTE UTILITIES	1,100.51
MKN	SELMA SEWER REPLACEMENT, SKF COLLECTION SYSTEMS PROJECTS	18,917.00
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	AUTO / EQUIPMENT MAINTENANCE	133.06
NATHAN MAGSIG	DIRECTOR'S FEE	127.63
NELSON'S ACE HARDWARE	MAINT BLDG & GROUNDS, EQUIPMENT MAINT	72.59
PG&E	ELECTRIC UTILITIES	8,412.33
POWER BUSINESS TECHNOLOGY LLC	OFFICE SUPPLY	15.95
PRECISION CIVIL ENGINEERING INC.	ENGINEERING CONSULTING	58,680.00
SAN JOAQUIN VALLEY AIR	PERMITS	961.00
SELMA, CITY OF	FRANCHISE FEE FYE2024	193,466.25
SILVAS OIL CO. INC.	FUEL	1,911.97
SMARTCOVER SYSTEMS	EQUIPMENT MAINTENANCE	1,405.68
TELETRAC NAVMAN US LTD.	COMMUNICATIONS	1,345.48
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	6,906.43
THE GAS CO	GAS UTILITIES	753.29
T-MOBILE USA INC.	COMMUNICATIONS	1,132.49
TOSHIBA FINANCIAL SERVICES	COPIER LEASE	758.46
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	574.25
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VALLEY POWER SYSTEMS INC	EQUIPMENT MAINTENANCE	9,560.95
VESTIS	UNIFORMS,MATS,MOPS,TOWELS	1,100.32
WORKFORCE GO!	INFORMATION SYSTEMS	20.82
MAS 200 Total Checks		\$942,046.46

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
January 29, 2025
WARRANT LIST**

ANDERSON & BALLOU INC.	COLLECTIONS REPAIRS & MAINTENANCE	33,100.00
AT&T/CALNET 3	COMMUNICATIONS	153.70
BSK ASSOCIATES	EXTERNAL LAB SERVICES	660.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	49.34
CALPERS HEALTH	HEALTH INSURANCE	43,665.61
FISHER SCIENTIFIC	LABORATORY SUPPLIES	187.47
FRESNO OXYGEN/BARNES WELDING	AUTO MAINTENANCE	25.51
GOLDEN STATE MECHANICAL	MAINTENANCE BUILDING & GROUNDS	1,282.57
HD SUPPLY INC	MAINTENANCE BUILDING & GROUNDS	769.49
HOME DEPOT CREDIT SERVICES	MAINTENANCE BUILDING & GROUNDS	1,246.63
KENNETH D. SCHMIDT	MAINTENANCE BUILDING & GROUNDS	917.16
KINGSBURG, CITY OF	PHARM KIOSK OUTREACH	400.00
LIEBERT CASSIDY WHITMORE	PROF.SERVICES MGT & HUMAN RELATIONS	31.50
MOORE TWINING ASSOC. INC.	LABORATORY SUPPLIES	261.00
NAPA AUTO PARTS	AUTO MAINTENANCE	98.56
NELSON'S ACE HARDWARE	EQUIPMENT REPAIRS & MAINTENANCE	54.52
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	383.82
PG&E	ELECTIC UTILITIES	32,568.03
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
SILVAS OIL CO. INC.	FUEL	1,821.85
STEAM CLEANERS, INC	EQUIPMENT REPAIRS & MAINTENANCE	595.87
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	280.62
VESTIS	UNIFORMS, MATS, MOPS, TOWELS	1,366.66
MAS 200 Total Checks		\$119,979.91

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

Cash Account Description	End of Month Cash Balance June 30, 2024	End of Month Cash Balance January 31, 2025
Cash in Treasury: Operations & Maintenance	\$ 5,721,311.82	\$ 6,379,579.69
Cash in Bank: Operations & Maintenance	\$ 28,404.88	\$ 156,477.97
Cash in Bank: Payroll	\$ 111,170.65	\$ 120,059.33
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 5,861,587.35	\$ 6,656,816.99
Cash in County Treasury:Expansion	\$ 5,601,597.99	\$ 6,668,658.17
Cash in County Treasury: R&R	\$ 7,533,302.44	\$ 7,550,900.52
Cash in County Treasury:Selma	\$ 1,814,835.10	\$ 1,836,841.80
Cash in County Treasury: Selma SWRCB Reserve	\$ 270,991.10	\$ 275,038.16
Total Selma	\$ 2,085,826.20	\$ 2,111,879.96
Cash in County Treasury:Kingsburg	\$ 3,335,437.54	\$ 3,395,934.61
Cash in County Treasury:Fowler	\$ 1,933,409.66	\$ 1,968,498.33
Total Cash Balance	\$ 26,351,161.18	\$ 28,352,688.58

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

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	1/15/2025	\$	942,046.46
WARRANT LIST ENDING	1/29/2025	\$	119,979.91
			1,062,026.37
TOTAL SERVICE AND SUPPLIES EXPENDITURES		\$	1,062,026.37

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	12/29/2024	\$	158,725.76
EMPLOYER CONTRIBUTIONS (PERS)	12/29/2024	\$	10,473.94
EMPLOYER TAXES	12/29/2024	\$	2,170.34
HEALTH INSURANCE	12/29/2024	\$	15,400.06
			\$ 186,770.10

TOTAL SALARIES PERIOD ENDING:

SALARIES	1/12/2025	\$	102,997.63
EMPLOYER CONTRIBUTIONS (PERS)	1/12/2025	\$	10,231.75
EMPLOYER TAXES	1/12/2025	\$	1,341.02
HEALTH INSURANCE	1/12/2025	\$	15,400.06
			\$ 129,970.46

TOTAL SALARIES PERIOD ENDING:

SALARIES	1/26/2025	\$	100,929.98
EMPLOYER CONTRIBUTIONS (PERS)	1/26/2025	\$	10,051.91
EMPLOYER TAXES	1/26/2025	\$	1,310.21
HEALTH INSURANCE	1/26/2025	\$	15,400.06
			\$ 127,692.16

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES		\$	444,432.72
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	GRAND TOTAL	\$	1,506,459.09
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RESOLUTION NO. 2025-07

A RESOLUTION HONORING
SCOTT ROBERTSON
FOR ONE YEAR OF SERVICE ON THE
BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY
SANITATION DISTRICT

RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District that;

WHEREAS, Scott Robertson has served as a member of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors from December 19, 2023 through December 12, 2024; and

WHEREAS, he has given wise management guidance and has shown long-range thinking and excellent leadership.

NOW, THEREFORE, the Board of Directors hereby honors Scott Robertson for one year of outstanding service.

The foregoing resolution was introduced and seconded simultaneously by all Directors and adopted by unanimous vote of those present on February 19, 2025.

DIRECTOR MAGSIG _____
DIRECTOR GILL _____
DIRECTOR PALOMAR _____
DIRECTOR AVALOS _____
CHAIRMAN MENDES _____

WHEREUPON, the Vice Chairman declared the foregoing resolution adopted, and SO ORDERED.

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

RESOLUTION NO. 2025-08

A RESOLUTION HONORING
JUAN MEJIA
FOR ONE YEAR OF SERVICE ON THE
BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY
SANITATION DISTRICT

RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District that;

WHEREAS, Juan Mejia has served as a member of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors from December 19, 2023 through December 12, 2024; and

WHEREAS, he has given wise management guidance and has shown long-range thinking and excellent leadership.

NOW, THEREFORE, the Board of Directors hereby honors Juan Mejia for one year of outstanding service.

The foregoing resolution was introduced and seconded simultaneously by all Directors and adopted by unanimous vote of those present on February 19, 2025.

DIRECTOR MAGSIG	_____
DIRECTOR GILL	_____
DIRECTOR PALOMAR	_____
DIRECTOR AVALOS	_____
CHAIRMAN MENDES	_____

WHEREUPON, the Vice Chairman declared the foregoing resolution adopted, and SO ORDERED.

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

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT TERMINATING ITS AGREEMENT WITH THE CALIFORNIA PUBLIC EMPLOYEES’ DEFERRED COMPENSATION PLAN AND DIRECTING STAFF TO UPDATE ALL NECESSARY DOCUMENTS.

WHEREAS, the Selma-Kingsburg-Fowler County Sanitation District (the District) established the California Public Employees’ Deferred Compensation Plan (“the CalPERS Plan) in 2007; and

WHEREAS, the District desires to terminate its agreement with the CalPERS Plan; and

WHEREAS, the District continues to offer its employees a Deferred Compensation Plan through Great-West Financial/Empower Retirement at no cost to the District; and

WHEREAS, the District and Great-West Financial/Empower Retirement will facilitate the conversion of the CalPERS Plan to the Great-West Financial/Empower Retirement Plan.

NOW, THEREFORE, the Board of Directors hereby resolves that the California Public Employees’ Deferred Compensation Plan (“the CalPERS Plan) agreement be terminated and authorizes staff to update any necessary documents.

CERTIFICATION

The foregoing resolution was adopted on February 19, 2025, on a motion duly made, seconded, and approved by unanimous voice vote:

DIRECTOR MAGSIG

DIRECTOR GILL

DIRECTOR PALOMAR

DIRECTOR AVALOS

CHAIRMAN MENDES

WHEREUPON, the Chairman declared the foregoing resolution adopted, and SO ORDERED.

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

MEMORANDUM

(February 19, 2025, Board Meeting)

To: S-K-F CSD Board of Directors

Agenda Item: 5-F

From: Veronica Cazares, General Manager

Action: Resolution No. 2025-09

Staff Report Prepared By: Tricia Miller, Administration Services/HR Manager

Date Prepared: February 6, 2025

SUBJECT

Resolution No. 2025-09, A Resolution Terminating the Agreement with the California Public Employee' Deferred Compensation Plan

RECOMMENDATION

That the Board of Directors adopt Resolution No. 2025-09, A Resolution of the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District Terminating the Agreement with the California Public Employees' Deferred Compensation Plan and Directing Staff to Update All Necessary Documents

EXECUTIVE SUMMARY

The District has two 457 deferred compensation plans that are voluntary for District staff to participate in and have no direct costs to the District. The District had Great-West Financial, which is now Empower Retirement, as a provider of a 457 deferred compensation plan. The CalPERS Voya 457 deferred compensation plan was added in 2007. We have five current employees that are participating in the CalPERS 457 plan.

The District worked with a fiduciary, the Baldwin Group Wealth Advisors, LLC to review and analyze our 457 plans along with the investments and fees these plans were charging the employees. In order to leverage reduced fees charged to the employees with funds in these plans, it was decided that combining both plans into one would be more beneficial. We were able to negotiate new funds and fees with Empower. Once giving proper notice to CalPERS the agreement can terminate with no penalties and current investment plans with employees can be transferred to Empower.

Attachments: (1) Resolution No. 2025-09

MEMORANDUM

(February 19, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: February 6, 2025

Agenda Item: 6-A
Action: Motion

SUBJECT

Resolution No. 2025-10, A Resolution Approving the 2024 Collection System Master Plan

RECOMMENDATION

That the Board consider adopting Resolution No. 2025-10, A Resolution Approving the 2024 Collection System Master Plan

EXECUTIVE SUMMARY

The last Collection System Master Plan was completed in 2016. The purpose of the Collection System Master Plan Update is to update the existing hydraulic model based on city development plans, identify capacity constraints, conduct sensitivity analysis, prioritize rehabilitation of the collection system, and develop odor complaint response procedures. The scope of the project includes meetings with the member cities, District staff, PAC, and Board of Directors.

PAC meetings were held June 7, 2023, and October 11, 2023 for the Collection System Master Plan.

The Policy Advisory Committee (PAC) met on February 13, 2025, to consider recommending approval by the Board of the final draft of the 2024 Collection System Master Plan Update. PAC motioned to make a recommendation to the Board adopting the 2024 Collection System Master Plan Update.

The PAC had the following edits for the Collection System Master Plan:

- Add city column to identify location to Table 7-18, Lift Station Recommendations
- Add sewer tributary areas to all city maps. This map will be placed in the appendix.

Attachments: (1) 2024 Collection System Master Plan (Digital copies will be sent separately from the Board packet.) (2) Resolution No. 2025-09, A Resolution Approving the 2024 Collection System (3) SKF_2024 MP Comment Log

Agenda Item: 6-A

Action: Motion

RESOLUTION NO. 2025-10

A RESOLUTION APPROVING THE 2024 COLLECTION SYSTEM MASTER PLAN UPDATE
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

RESOLVED, by the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District, Fresno County, California, that the 2024 Collection System Master Plan Update, as presented to said Board and reviewed by the Policy Advisory Committee, and filed in the office of the District Secretary, is hereby approved.

The foregoing resolution was adopted on February 19, 2025, on a motion duly made, seconded and approved by unanimous voice vote:

DIRECTOR MAGSIG

DIRECTOR GILL

DIRECTOR PALOMAR

DIRECTOR AVALOS

CHAIRMAN MENDES

WHEREUPON, the Chairman declared the foregoing Resolution No. 2025-10 adopted and SO ORDERED.

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

Collection System Master Plan Comment Log Sheet

Document	Document Page	Comment Source	Comment Description	Response
Master Plan Document	Multiple	City of Selma 22 August 2024 Letter	In the area west of Highway 99, the Selma/Fowler SOI appears to be incorrectly attributed, leading to incorrect infrastructure attribution.	The City was correct; the SOIs in this area had been incorrectly delineated during the evaluation of growth and development and never corrected. SOI delineation and infrastructure requirements and delineation were updated.
Master Plan Document/Master Plan Appendices	Multiple	City of Selma 22 August 2024 Letter	The City did not receive trunk main modeling data at the time of the letter to confirm deficiencies. City wished to know remaining capacity in all deficient gravity mains. Appendix E was missing some labels for CIP projects.	All modeling data was supplied to the City in table and GIS format. Remaining capacity data was calculated for each gravity main and pump station facility. Appendix E was corrected per the comment.
Master Plan Document	Multiple	City of Selma 22 August 2024 Letter	City requested further investigation and field checks on manholes in North Avenue and McCall Avenue.	District notes the comment. No response necessary in the Master Plan Document.
Master Plan Document	Multiple	City of Selma 22 August 2024 Letter	The City identified that trunk main sizes for Dinuba Avenue have changed from previous Master Plan Update. City is reviewing to understand construction impacts.	Changed diameters are results of updated models and flows. District invites City to submit updated plans where necessary.
Master Plan Document	Multiple	City of Selma 22 August 2024 Letter	The City asked that the Thompson Avenue trunk main north of Dinuba be re-routed.	District asked that a revised alignment be submitted.
Master Plan Document	Multiple	City of Selma 22 August 2024 Letter	The City asked that the Nebraska Avenue Sewer System Area be clarified.	The City was correct: a new lift station is required to serve this area and that lift station had been left out of the CIP projects. The lift station and associated infrastructure have been replaced in the CIP. The District clarified that it will allow easements where necessary to connect new developments in this area to new infrastructure.
Master Plan Document	Multiple	City of Selma 01 October 2024 Letter	The City asked that an alternate alignment be created west of Highway 99.	An alternate alignment was modeled and included in the Revised Draft of the 2024 MP Update.
Master Plan Document	Multiple	City of Selma 01 October 2024 Letter	The City asked that all modeling data be provided.	All data was provided to the City in table and GIS format.
Master Plan Document	Multiple	City of Selma 01 October 2024 Letter	City asked for a specific CIP project in North Avenue and McCall Avenue to remove potential Fowler flow from McCall Avenue.	District is considering options in this area.
Master Plan Document	Multiple	City of Selma 01 October 2024 Letter	City provided alternative alignment for Thompson Avenue.	Alternative alignment does not change the hydraulics substantially of the proposed infrastructure.
Master Plan Document	Multiple	City of Selma 01 October 2024 Letter	City asked for clarification on Nebraska/Highland Basin	Revised Draft Master Plan includes the lift station from the previous master plan update as indicated above.

Master Plan Document	ii	District pdf	Staff titles were wrong.	Corrected
Master Plan Document	Multiple	District pdf	Document figures did not render	Figures were sent separately and then corrected in all further documents.
Master Plan Document	2-2	District pdf	Planning horizon for document may be longer than stated.	Restated
Master Plan Document	2-8	District pdf	Incorrect highlight	Removed
Master Plan Document	2-8	District pdf	Missing LS capacity	Updated
Master Plan Document	2-9	District pdf	Missing comma	Added
Master Plan Document	4-18	District pdf	Clarify design storm timing	Re-written
Master Plan Document	4-21	District pdf	Add units to table 4-10 and all similar tables	Added
Master Plan Document	6-4	District pdf	ES figures need to be consistent with body figures	Reviewed and revised.
Master Plan Document	6-8	District pdf	Figure 6-2 not consistent with text descriptions	Figure was incorrect. Figure updated.
Master Plan Document	6-15	District pdf	Confirm that Peach LS has high RDII values.	Confirmed
Master Plan Document	6-15	District pdf	Confirm Dockery LS tributary area	Identified incorrect parcel assignment to Dockery LS. Corrected throughout.
Master Plan Document	8-10	District pdf	Clean the formatting of table.	Updated
Appendices	Appendix A	District pdf	Pages are out of order in pdf	V&A revised the pdf for inclusion as Appendix A.
Master Plan Document	Fig 8-1	Standalone pdf from District	Labels are incorrect	Labels updated
Master Plan Document	Fig 6-2	Standalone pdf from District	Southern Selma alignment was in Kamm previously.	Alignment moved to reflect the SOI updates.
Master Plan Document	Fig 8-1	Email from District	Show stub sizes north of Dinuba	Figure updated
Master Plan Document	Fig 8-2	Email from District	Show more detail on Academy Avenue north of Kamm in Kingsburg	Figure updated
No Document - General Planning	None	City of Selma 01 October 2024 Letter	Highland Avenue and Nebraska Avenue Sewer Service Area. Since minor collection infrastructure is not shown in the Master Plan, the City will allow for new development to utilize State Right of Way to connect to Master Planned facilities, consistent with Caltrans permitting processes.	Sewer infrastructure serving only one parcel that is proposed to be located in HWY 43 is a health and safety issue for the collection system staff. The District taking on the risk of injury to staff on a busy highway for one parcel is not acceptable. The minor sewer infrastructure proposed by the City serves one project and will not facilitate any growth west of HWY 43. The District submitted detailed conditions on this project as requested by the City and <u>does not</u> include sewer in HWY 43. No response necessary in Master Plan document.

MEMORANDUM

(February 19, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: February 10, 2025

Agenda Item: 6-B
Action: Motion

SUBJECT

Award of Contract for Sewer System Master Plan “On-Call” Engineering Services to Dopudja & Wells.

RECOMMENDATION

That the Board consider approving a two-year contract with Dopudja & Wells for Sewer System Master Plan “On-Call” Engineering Services for a not to exceed amount of \$35,000 for FY 2024/25 and \$50,000 for 2025/26 and authorize the General Manager to execute the contract.

EXECUTIVE SUMMARY

The 2024 Collection System Master Plan (CSMP) will soon be adopted by the Board of Directors and finalized. To maintain continuity with the needs of the District and developing member cities the General Manager recommends a contract for on-call support efforts for the collection system.

Through the course of the development of the 2024 CSMP the temporary flow monitoring efforts revealed an area of high stormwater inflow in Fowler. Specifically, Dopudja & Wells will be tasked to analyze the removal of stormwater inflow from the northern portion of the City of Fowler and the effects of the downstream sewer mains and pump stations.

They will also provide:

- Support for regulatory compliance in regard to the State Water Resources Control Board General Order for Collection Systems (CSWDR) and any other rules and regulations. Specifically, as the District moves forward in compliance with the CSWDR there will be implementation components that will require updates as the collection system is improved and further tracked.
- On-going support and maintenance of the model on an as needed basis to the District.
- Modifications due to changing development conditions of the member cities.

**CONSULTING SERVICES AGREEMENT BETWEEN
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND
DOPUDJA & WELLS**

This Consulting Services Agreement (“Agreement”) is made and entered into effective the _____ day of _____ 2025, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and DOPUDJA & WELLS (hereinafter referred to as “CONSULTING ENGINEER”).

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 desires to have continued support to meet regulatory compliance in regard to the State Water Resources Control Board General Order for Collection Systems (CSWDR) and any other rules and regulations as it pertains to the collection system.

F. The DISTRICT will also need maintenance of the sewer model on an as-needed basis and modifications as the collection system changes.

G. The DISTRICT has negotiated the scope and fee of \$35,000 for FY 2024-25 and \$50,000 for FY 2025-26.

H. CONSULTING ENGINEER is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement and hereby represents that it is professionally capable of performing the services called for in this Agreement.

I. The DISTRICT desires to have CONSULTING ENGINEER perform services described in the above-referenced RFP and CONSULTING ENGINEER 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.** CONSULTING ENGINEER 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. Henry Liang shall be the key person providing the Scope of Services. In the event Henry Liang is unable to perform the Services, CONSULTING ENGINEER 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 March 1, 2025, and expire on June 30, 2026
3. **Compensation.**

(a) District shall pay for services performed satisfactorily under this Agreement and according to the pay schedule contained in **Exhibit A** 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 CONSULTING ENGINEER'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. CONSULTING ENGINEER 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 CONSULTING ENGINEER under this Agreement shall become DISTRICT's property. CONSULTING ENGINEER 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 CONSULTING ENGINEER upon: (i) CONSULTING ENGINEER's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTING ENGINEER; 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, CONSULTING ENGINEER 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 CONSULTING ENGINEER that are owned by DISTRICT. Subject to the terms of this Agreement, CONSULTING ENGINEER shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTING ENGINEER 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) CONSULTING ENGINEER shall provide DISTRICT with adequate written assurances of future performance, upon General Manager's request, in the event CONSULTING ENGINEER fails to comply with any terms or conditions of this Agreement.

(h) CONSULTING ENGINEER shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTING ENGINEER 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. CONSULTING ENGINEER 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 CONSULTING ENGINEER'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 CONSULTING ENGINEER 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 CONSULTING ENGINEER pursuant to this Agreement shall not be made available to any individual or organization by CONSULTING ENGINEER without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTING ENGINEER 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 CONSULTING ENGINEER 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. CONSULTING ENGINEER 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) CONSULTING ENGINEER shall provide evidence to DISTRICT that it is licensed to perform the services under this Agreement or that no license is required. If CONSULTING ENGINEER should subcontract any portion of this work, CONSULTING ENGINEER 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 CONSULTING ENGINEER represents to DISTRICT that CONSULTING ENGINEER 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 CONSULTING ENGINEER to do and perform such services in a skillful manner and CONSULTING ENGINEER agrees to thus perform the services. Therefore, any acceptance of such services by DISTRICT shall not operate as a release of CONSULTING ENGINEER 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 CONSULTING ENGINEER by placing at its disposal available information pertinent to the work performed including previous reports and other data, all of which CONSULTING ENGINEER may rely upon in performing the services agreed upon.

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

8. Indemnification.

(a) To the furthest extent allowed by law, CONSULTING ENGINEER 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 CONSULTING ENGINEER, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

(b) If CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER 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, CONSULTING ENGINEER shall pay for and maintain in full force and effect all insurance as required in **Exhibit B** 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, CONSULTING ENGINEER 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 CONSULTING ENGINEER 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 CONSULTING ENGINEER 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 CONSULTING ENGINEER shall not be deemed to release or diminish the liability of CONSULTING ENGINEER, 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 CONSULTING ENGINEER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTING ENGINEER, its principals, officers, agents, employees, persons under the supervision of CONSULTING ENGINEER, vendors, suppliers, invitees, CONSULTING ENGINEERS, sub-CONSULTING ENGINEERS, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of DISTRICT, CONSULTING ENGINEER 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 CONSULTING ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTING ENGINEER 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 CONSULTING ENGINEER and DISTRICT prior to the commencement of any services by the subcontractor.

10. Conflict of Interest and Non-Solicitation.

(a) CONSULTING ENGINEER 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, CONSULTING ENGINEER shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTING ENGINEER and the respective subcontractor(s) are in full compliance with all laws and regulations.

(b) CONSULTING ENGINEER 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, CONSULTING ENGINEER shall immediately notify DISTRICT of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTING ENGINEER 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) CONSULTING ENGINEER 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 CONSULTING ENGINEER, nor any of CONSULTING ENGINEER'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. CONSULTING ENGINEER 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, CONSULTING ENGINEER shall remain responsible for complying with Section 10(a) above.

(f) If CONSULTING ENGINEER should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTING ENGINEER 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, CONSULTING ENGINEER 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, CONSULTING ENGINEER 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, CONSULTING ENGINEER agrees as follows:

(a) CONSULTING ENGINEER 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) CONSULTING ENGINEER 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. CONSULTING ENGINEER 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 CONSULTING ENGINEER'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. CONSULTING ENGINEER 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, CONSULTING ENGINEER is acting solely as an independent contractor. Neither CONSULTING ENGINEER, 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 CONSULTING ENGINEER shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONSULTING ENGINEER is performing its obligations in accordance with the terms and conditions thereof.

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

(c) Because of its status as an independent contractor, CONSULTING ENGINEER and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONSULTING ENGINEER 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, CONSULTING ENGINEER shall be solely responsible, indemnify, defend, and save DISTRICT harmless from all matters relating to employment and tax withholding for and payment of CONSULTING ENGINEER'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, CONSULTING ENGINEER 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 CONSULTING ENGINEER and there shall be no assignment by CONSULTING ENGINEER of its rights or obligations under this Agreement without the prior written approval of the DISTRICT Board of Directors. Any attempted assignment by CONSULTING ENGINEER, its successors or assigns, shall be null and void unless approved in writing by the DISTRICT.

(b) CONSULTING ENGINEER hereby agrees not to assign the payment of any monies due CONSULTING ENGINEER 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 CONSULTING ENGINEER directly to CONSULTING ENGINEER.

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 CONSULTING ENGINEER.

SIGNATURES ON FOLLOWING PAGE

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

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

Dopudja & Wells Consulting

By: _____
Veronica Cazares

By: _____
Jon Wells, P.E.

General Manager

Title

Date: _____

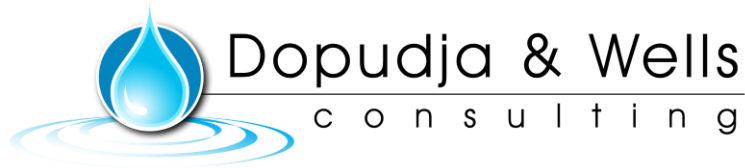
Date: _____

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issue: _____

EXHIBIT A—SCOPE OF SERVICES AND PAY SCHEDULE



February 14, 2025

Veronica Cazares, P.E.
General Manager
Selma Kingsburg Fowler County Sanitation District
11301 E Conejo Avenue
Kingsburg, CA 93631

SUBJECT: Proposal to Provide As-Needed Hydraulic Modeling and Support Services for FY 2024-2025 and 2025-2026

Dear Ms. Cazares,

Dopudja & Wells Consulting (Dopudja & Wells) is pleased to submit this requested proposal to provide as-need hydraulic modeling and planning support for the Selma Kingsburg Fowler County Sanitation District (SKF CSD). We understand that SKF CSD wishes to have the Dopudja & Wells team continue to support planning and modeling activities using the recently updated hydraulic model and the 2024 Collection System Master Plan Update as the basis of the activities. Additionally, the Dopudja & Wells team will provide general support, including regulatory compliance activities, for the collection system.

Scope of Work

In general, the Scope of Work will be as-needed services, with the specific services depending on the requests generated by District staff. Typical activities will include:

- Hydraulic modeling, capacity analysis, and planning services as required. The activities required will differ according to the specifics of each request, but typical activities will include calculating wastewater flows for development options, assessing the capacity of current infrastructure and identifying new infrastructure where necessary, and providing figures and tables to communicate the results of these calculations and assessments. Conference calls, meetings, and workshops will be attended as necessary.
- Hydraulic model updates and maintenance. Hydraulic models are living tools that need to be updated as the collection system is modified. Updates can include both flow updates as new developments come online, and infrastructure updates as the collection system is improved. Dopudja & Wells will perform these updates as required, but at a minimum on a quarterly basis. SKF CSD's hydraulic model is currently in the InfoSWMM software platform. This platform is being retired. Therefore, one of the first updates performed by Dopudja & Wells will be to transform the hydraulic model into a new platform that is fully supported.
- State Water Resources Control Board General Order for Collection Systems (CSWDR) Regulatory Compliance activities. Compliance with the CSWDR is becoming progressively more stringent. Dopudja & Wells will work as an extension of SKF CSD staff, and will work with other contractors, on compliance and documentation activities as requested.

Schedule

The schedule for each as-needed assignment will be established at the time of request. Dopudja & Wells understands that these activities are critical to SKF CSD and to its three member cities, and that timely response is important.

Proposed Fee and Hourly Rates

Table 1 below outlines the proposed fee for these as-needed services. For purposes of budgeting, we have assumed a total budget of \$35,000 for FY 2024-2025, and of \$50,000 for FY 2025-2026. We will not exceed these budget amounts without written authorization from SKF CSD. Hourly rates for these services are provided in Table 2.

Table 1 - Fees for Services			
Task	Description	Estimated Hours	Amount (\$)
1	FY 2024-2025 As-Needed Services	155	\$35,000
	FY 2025-2026 As-Needed Services	220	\$50,000
		<i>Total</i>	<i>\$85,000</i>

Note: Any reimbursable expenses will be billed on a cost plus 10% basis..

Table 2 - Hourly Rates	
Staff Description	Hourly Rate (\$)
Admin Support	\$140
Engineer 1	\$200
Project Engineer	\$275
Senior Project Engineer	\$295

Thank you for the opportunity to allow Dopudja & Wells to support SKF CSD on this partnership. Please feel free to reach out if you have any questions.

Sincerely,

Dopudja & Wells Consulting



Jon Wells, P.E.
 Principal
 RCE #67782

EXHIBIT B—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.

MEMORANDUM

(February 19, 2025, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Prepared: February 10, 2025

Agenda Item: 6-C
Action: Motion

SUBJECT

Budget Amendment-North Street Panel Replacement Quotes for Installation

RECOMMENDATION

That the Board consider and accept the budget amendment to account #8173-203-02 authorizing Electric Motor Shop to install the North Street Panel in the amount of \$109,152.18, with a contingency of \$20,000 for a total amount of \$129,152.18.

EXECUTIVE SUMMARY

The Board approved the pre-purchase of an electrical control panel at the June 8, 2023, Board meeting to replace the existing one in the North St. Pump Station. The electrical control panel arrived in August 2024. It is difficult to source parts for the existing panel and it no longer operates well during the summer months. The panel is unsafe for staff and has reached the end of its useful life.

The work consists of abandoning the existing panel, installation of conduit, new electrical panel, and replacement of disturbed concrete.

The budget needs to be amended to add funds to GL 8173-203-02 in the amount of \$129,152.18 to the FY 2024/25 budget. This will affect only the District R&R funds by the cost of the project.

The quotes received are as follows:

	Amount
Electric Motor Shop (Fresno, CA)	\$109,152.18
Aqua Sierra Controls (Auburn, CA)	\$196,234.00

MEMORANDUM

(February 19, 2025, Board Meeting)

To: S-K-F CSD Board of Directors

Agenda Item: 6-D

From: Veronica Cazares, General Manager

Action: Resolution No. 2025-11

Staff Report Prepared By: Tricia Miller, Administration Services/HR Manager

Date Prepared: February 6, 2025

SUBJECT: Authorizing Persons in Specified Positions to Act as District Signatories For Checks, Warrants, or Other Orders For the Payment of Money

RECOMMENDATION

That the Board of Directors adopt Resolution No. 2025-11, A Resolution of the Board of Directors of the Selma-Kingsburg-Fowler County Sanitation District Authorizing Persons in Specified Positions to Act as District Signatories For Checks, Warrants, or Other Orders For the Payment of Money and Directing Staff to Update All Necessary County and Westamerica Bank Documents.

EXECUTIVE SUMMARY

Special Districts that have their Funds on deposit with County of Fresno are required to update the County of Fresno Auditor-Controller/Treasurer-Tax Collector Special District/Organization Data Sheet for check signatures and release authorization.

Westamerica Bank requires checking account holders to have on their file an updated Personal Information Sheet for check signatures and release authorization. The completed forms must be submitted to County of Fresno Auditor-Controller/Treasurer-Tax Collector office and Westamerica Bank.

Due to the new Board of Directors, the District needs to update the attached County of Fresno Auditor-Controller/Treasurer-Tax Collector Special District/Organization Data Sheet and Westamerica Bank Personal Information Sheet for check signatures and release authorization. The Board had approved Resolution No. 2022-09, A Resolution of The Board of Directors of The Selma-Kingsburg-Fowler County Sanitation District Authorizing Persons in Specified Positions to Act as District Signatories For Checks, Warrants, or Other Orders For the Payment of Money and Directing Staff to Update All Necessary County and Westamerica Bank Documents in March 2022. However, the District needs to update the names of the signatories for the Westamerica Bank Document.

Attachments: (1) Resolution No. 2025-11

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

RESOLUTION 2025-11

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AUTHORIZING PERSONS IN SPECIFIED POSITIONS TO ACT AS DISTRICT SIGNATORIES FOR CHECKS, WARRANTS, OR OTHER ORDERS FOR THE PAYMENT OF MONEY AND DIRECTING STAFF TO UPDATE ALL NECESSARY COUNTY AND WESTAMERICA BANK DOCUMENTS.

WHEREAS, the County Auditor-Controller/Treasure-Tax Collector and Westamerica Bank require documentation of authorized signatories and signatures; and

WHEREAS, the District has new Board members; and

WHEREAS, the District determines that it is necessary for the efficient administration of the fiscal affairs of the District that this resolution be passed and adopted.

NOW, THEREFORE, the Board of Directors hereby resolves as follows:

Section 1. Each bank doing business with the District is hereby authorized to honor checks, warrants, or other orders for the payment of money drawn in the name of the District on all its accounts when bearing at least two of the following signatures:

- (a) Board Chairman,
- (b) Board Vice-Chairman,
- (c) Administrative Services/Human Resources Manager, Tricia Miller
- (d) General Manager, Veronica Cazares

Section 2. Directs staff to cause the completion and submission of necessary documents regarding Section 1 as required by the County Auditor Controller/Treasurer-Tax Collector and Westamerica Bank.

Section 3. This resolution shall become effective immediately upon its passage and adoption. All previous resolutions and approvals authorizing the honoring of signatures of District officials other than those set forth in this resolution are hereby rescinded.

CERTIFICATION

The foregoing resolution was adopted on February 19, 2025, on a motion duly made, seconded, and approved by unanimous voice vote:

DIRECTOR MAGSIG

DIRECTOR GILL

DIRECTOR PALOMAR

DIRECTOR AVALOS

CHAIRMAN MENDES

WHEREUPON, the Chairman declared the foregoing resolution adopted, and SO ORDERED.

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