

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

REGULAR MEETING OF BOARD OF DIRECTORS

SEPTEMBER 14, 2023

4:00 P.M.

11301 E. Conejo Avenue, Kingsburg, CA 93631

1. CALL TO ORDER AND ROLL CALL

DIRECTORS

Nathan Magsig

Juan Mejia

Vince Palomar

Scott Robertson, 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, Chief Plant Operator

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 August 10, 2023, Regular Board Meeting (*p.1*)

B. Warrant List Reports of August 2, 2023, August 16, 2023, August 30, 2023 (*p.5*)

C. Cash Activity Report of, August 31, 2023 (*p.8*)

5. NEW BUSINESS

A. Subject: Request for Proposal – SKFCSD Beneficial Reuse of Class-B Biosolids (*p.10*)

Recommendation: That the Board approve a 5-year agreement with Synagro West LLC. in the amount of \$67.44 per wet ton hauled for fiscal year 2023-24 and a cost increase based on Consumer Price Index (CPI) per year and authorize the General Manager to execute the agreement.

6. BOARD MEMBER COMMUNICATION/AGENDA ITEMS

7. GENERAL MANAGER REPORTS

A. North St PS RFP, Year 4 Solar Guarantee Report, 18th Avenue PS, Engineer Position/Reorganization, Collection System Master Plan, Sewer Rate Study

9. ADJOURNMENT

Motion to Adjourn

Next Regular Meeting: Thursday, October 12, 2023, at 4:00 p.m.

Next Ordinance: 2023-01

Next Resolution: 2023-14

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 aids 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. Accommodations 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

AUGUST 10, 2023

CALL TO ORDER AND ROLL CALL

The Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 4:03 p.m. by Chairman Mendes.

DIRECTORS

Nathan Magsig (P)
Juan Mejia (P) @4:15PM
Vince Palomar (P)
Scott Robertson, Vice Chair (P)
Buddy Mendes, Chairman (P)

STAFF AND CONSULTANTS

Veronica Cazares, General Manager/Secretary
Alicia Kirk, Executive Assistant to the G.M.
Tricia Miller, Administrative Services/HR Manager
Hilda Cantu Montoy, General Counsel

APPROVAL OF AGENDA

There being no comment from the public, a motion to approve the agenda of the Board meeting of August 10, 2023, was made by Director Palomar and seconded by Director Robertson and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT: Director Mejia

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.

There being no comment from the public, a motion to approve the consent calendar was made by Director Robertson and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT: Director Mejia
ABSTAIN:

NEW BUSINESS

A. Subject: Request For Proposal: Sewer Rate Study *(p.12)*

Recommendation: That the Board approve entering into an agreement with Raftelis Financial Consultants, Inc. in the amount of \$59,955.00 and contingencies in the amount of \$20,000 for a total amount of \$79,955.00 and authorize the General Manager to execute the agreement.

A total of four Request for Proposals (RFP) were sent out, and two were received back to the District. One from SCI Consulting Group and one from Raftelis Financial Consultants, Inc. Unfortunately, SCI did not address all the needs of the District. Raftelis did meet the necessary qualifications and has worked with the District in the past. Director Magsig mentioned that rate studies are critical and important as well as a good investment. It has been five (5) years since the last rate study. The District had previously implemented a five-year rate increase approved by the Board back in 2019.

There being no comment from the public, a motion to approve entering into an agreement with Raftelis Financial Consultants, Inc. and authorize the General Manager to execute the agreement was made by Director Robertson and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Vice Chair Robertson, Chairman Mendes
NO:
ABSENT: Director Mejia
ABSTAIN:

B. Subject: Fifth Amendment to the Consulting Services Agreement with MKN and Associates Relating to Construction Support Services for FY 21 Sewer Rehab Project *(p.35)*

Recommendation: That the Board approve the Fifth Amendment to the Consulting Services Agreement with MKN and Associates to extend the Agreement to July 1, 2024, and to increase the contract amount by \$9,000 for a total cost of \$378,229.22 and authorize the General Manager to execute the Fifth Amendment to Agreement.

The Board of Directors approved a consulting service agreement for on call engineering services with MKN and Associates in March 2020. The proposed fifth amendment to the current on-call consulting services agreement with MKN and Associates is related to a proposed increase to construction support services for the FY21 Sewer Rehab Project that was awarded to Dawson

Mauldin, Inc. This will bring the total cost for the agreement including all amendments to \$378,229.22. It was asked if the District has been satisfied with the services provided by MKN and it was answered “yes.”

There being no comment from the public, a motion to approve the Fifth Amendment to the Consulting Services Agreement with MKN and Associates to extend the Agreement to July 1, 2024, and to increase the contract amount by \$9,000 for a total cost of \$378,229.22 and authorize the General Manager to execute the Fifth Amendment to Agreement was made by Director Robertson and seconded by Director Palomar and approved by a unanimous voice vote:

AYE: Director Magsig, Palomar, Vice Chair Robertson, Chairman Mendes

NO:

ABSENT: Director Mejia

ABSTAIN:

BOARD MEMBER COMMUNICATION/AGENDA ITEMS

Director Robertson thanked General Manager Cazares and Admin/HR Manager Miller for attending the meeting in Selma where the upgrade to the Clarkson Lift Station Project was an issue. Director Robertson mentioned that there have been frequent amounts of “back and forth” with the project plans causing concerns from the Selma City Manager, and this meeting attended by SKF staff was based on those concerns. Director Robertson thanked General Manager Cazares and Admin/HR Manager Miller for approaching the situation with diplomacy and explaining the issues that were accounting for the “back and forth.” Director Robertson is hopeful that uncertainties were settled and that the project can move forward.

At this time Director Robertson, addressed his fellow Board members with a situation that may be coming to a future City Council Meeting. There is a Selma City Council Member that would like to put an item on a future agenda. That item being that they would like to discuss the entire City of Selma withdrawing from their connection to SKF. Director Magsig commented that if the City of Selma were to withdraw and develop their own system, they (Selma) would still be financially responsible for the infrastructure that was put into place for them by SKF. Director Magsig encouraged GM Cazares to help engage in any future discussions as many expenditures that are in place and any bonds previously issued to support Selma’s infrastructure will still be the City’s (Selma) financial responsibility. Director Magsig also stated that a new Plant was built in Clovis in 2008 that served new construction at a cost of 80 million dollars. GM Cazares added that Selma pulling away also affects planning for District pump stations and interceptors, as well as rates and billing for the other Cities SKF serves. Currently, Selma does not have their own Sewage Treatment Plant to service their city residents. Director Magsig commented that building your own sewer facilities, including building infrastructure, procuring land, or buying existing infrastructure would be extremely costly to rate payers, as rates would increase ten-fold of what they are now. Director Robertson will be bringing this back to Selma Council for a robust discussion.

Director Palomar mentioned that Kingsburg is currently holding Strategic Planning sessions for the City of Kingsburg, and the Public is encouraged to attend.

Director Magsig is looking forward to the Annual Solar Update in October or November.

Director Mejia arrived at 4:15 p.m.

GENERAL MANAGER REPORTS

General Counsel Montoy gave the Board an update on the National Raisin settlement agreement, and that extracting the monies owed has been challenging. She did prepare a Notice to Cure in the event it is needed. At this time, they are current. National Raisin has restructured their company and the CEO has been replaced.

CLOSED SESSION

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

General Counsel Montoy read the code section aloud.

Closed Session began at 4:17 pm

RECONVIENNE OPEN SESSION

Open session began at 4:36 pm. There was nothing to report.

ADJOURNMENT

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Robertson, and seconded by Director Palomar, and approved by a unanimous voice vote at 4:37 p.m.

Respectfully submitted,

Approved,

Veronica Cazares, General Manager

Buddy Mendes, Chairman of
the Board

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

August 02, 2023

WARRANT LIST

| | | |
|-------------------------------------|--|-----------|
| ALLIED ELECTRIC MOTOR INC. | EQUIPMENT MAINTENANCE | 212.35 |
| AMAZON CAPITAL SERVICES | INFORMATION SYSTEMS | 2,415.34 |
| AMERICAN EXPRESS | TRAVEL/TRAINING, INFO SYSTEMS, OUTREACH, PRINTING | 2,111.15 |
| ARAMARK | UNIFORMS,MATS,MOPS,TOWELS | 1,493.82 |
| ARNOLD, STEPHEN | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| AT&T/CALNET 3 | COMMUNICATIONS | 142.11 |
| BSK ASSOCIATES | EXTERNAL LAB SERVICES | 628.00 |
| CALIFORNIA CAD SOLUTIONS INC | PROF.SERVICES - ENGR & TECH | 6,412.50 |
| CALIFORNIA WATER SERVICE | WATER UTILITIES | 52.28 |
| CALPERS HEALTH | HEALTH INSURANCE | 38,372.38 |
| CWEA | MEMBERSHIPS | 221.00 |
| CWEA CSJ SECTION | TRAVEL / TRAINING | 280.00 |
| DAVID MICHEL | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| EDWARD ANTHONY LIKA | TRAVEL / TRAINING | 575.00 |
| ERNEST C MENDES | DIRECTOR'S FEE | 127.63 |
| FERGUSON WATERWORKS | EQUIPMENT MAINTENANCE | 25,009.76 |
| GAR BENNETT LLC | EQUIPMENT MAINTENANCE | 86.70 |
| GARY HELM | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| GISELA ROSALES | EQUIPMENT MAINTENANCE | 450.00 |
| GONZALES, MARK | TRAVEL / TRAINING | 91.28 |
| GRAINGER | EQUIPMENT MAINTENANCE | 289.34 |
| HOME DEPOT CREDIT SERVICES | OFFICE SUPPLIES, BUILDING & GROUNDS MAINTENANCE,EQUIPMENT MAINTENANCE | 1,129.21 |
| JAIME RUIZ | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| JAMES HORNE | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| JIM OLINGER | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| JIMMY GARCIA | RETIREE HEALTH REIMBURSEMENT | 416.87 |
| LUCERO, JULIAN | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| MKN | SEWER REHAB PROJECTS | 1,578.81 |
| MONTOY LAW CORPORATION | PROF.SERVICES - LEGAL | 809.00 |
| MOORE TWINING ASSOC. INC. | EXTERNAL LAB SERVICES | 311.00 |
| MORGAN BROTHERS INC | PEST CONTROL | 155.00 |
| MUNICIPAL MAINT EQUIPMENT, INC | EQUIPMENT MAINTENANCE | 181.13 |
| NAPA AUTO PARTS | EQUIPMENT MAINTENANCE | 407.97 |
| NELSON'S ACE HARDWARE | EQUIPMENT MAINTENANCE | 759.57 |
| NORTH AMERICAN BENEFITS CO | LIFE INSURANCE | 409.36 |
| O'REILLY AUTO PARTS | EQUIPMENT MAINTENANCE | 69.70 |
| PG&E | ELECTRIC UTILITIES | 35,619.25 |
| PROFESSIONAL COMMUNICATIONS NETWORK | COMMUNICATIONS | 60.00 |
| ROBERT CURRIE | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| RODRIGUEZ, ERNESTO | TRAVEL / TRAINING | 108.73 |
| SALLY RODRIGUEZ | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| SARA J. STAUNTON | RETIREE HEALTH REIMBURSEMENT | 148.68 |
| SCOTT ROBERTSON | DIRECTOR'S FEE | 127.63 |
| SILVAS OIL CO. INC. | FUEL | 2,406.21 |
| STAPLES BUSINESS CREDIT | OFFICE SUPPLIES | 338.14 |
| STEVE JENSEN | RETIREE HEALTH REIMBURSEMENT | 132.25 |
| T-MOBILE USA INC. | COMMUNICATIONS | 324.27 |
| TRANSWESTERN INS ADMIN | DENTAL / VISION INSURANCE | 499.23 |
| UNDERGROUND SERVICE ALERT | MEMBERSHIPS,EQUIPMENT MAINTENANCE | 4,585.61 |
| UNWIRED BROADBAND, INC. | COMMUNICATIONS | 749.99 |
| VINCE PALOMAR | DIRECTOR'S FEE | 127.63 |

MAS 200 Total Checks

\$131,764.00

**SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
August 16, 2023
WARRANT LIST**

| | | |
|--------------------------------|---|------------|
| APGN INC. | EQUIPMENT MAINTENANCE | 31,525.31 |
| APPLIED INDUSTRIAL TECH CA-LLC | EQUIPMENT MAINTENANCE | 3,174.72 |
| ARAMARK | UNIFORMS,MATS,MOPS,TOWELS | 1,519.82 |
| AT&T MOBILITY | COMMUNICATIONS | 146.50 |
| BILL'S AUTO OF KINGSBURG, INC. | AUTO MAINTENANCE | 219.72 |
| BSK ASSOCIATES | EXTERNAL LAB SERVICES | 4,012.00 |
| CALPERS | RETIREMENT | 41,872.50 |
| CENTRAL VALLEY CULLIGAN, INC. | DRINKING WATER | 192.60 |
| CITY NATIONAL BANK | SOLAR INTEREST PAYMENT | 193,290.00 |
| COMCAST | COMMUNICATIONS | 109.95 |
| CWEA | MEMBERSHIPS | 442.00 |
| CWEA CSJ SECTION | TRAVEL & TRAINING | 385.00 |
| DKF SOLUTIONS GROUP, LLC | SAFETY OFFICER SUBSCRIPTION | 350.00 |
| DSD BUSINESS SYSTEMS | INFO SYSTEMS EXPENSE | 97.50 |
| EDD | UNEMPLOYMENT INSURANCE | 436.00 |
| ERNEST C MENDES | DIRECTOR'S FEE | 127.63 |
| FOWLER ACE HARDWARE | EQUIPMENT MAINTENANCE | 15.23 |
| GAR BENNETT LLC | EQUIPMENT MAINTENANCE | 89.87 |
| GISELA ROSALES | AUTO MAINTENANCE | 830.00 |
| GOLDEN BELL PRODUCTS INC. | MAINTENANCE - NUISANCE ABATEMENT | 965.52 |
| HERWIT ENGINEERING | PROF.SERVICES - ENGR & TECH | 1,575.00 |
| HOME DEPOT CREDIT SERVICES | SMALL TOOLS | 86.71 |
| ISAGUIRRE, RICARDO | WELLNESS PROGRAM REIMBURSEMENT | 40.00 |
| JOSEPH BARELA | CERTIFICATION REIMBURSEMENT | 98.00 |
| JUAN MEJIA | DIRECTOR'S FEE | 127.63 |
| KINGSBURG, CITY OF | PHARMA KIOSK OUTREACH | 173.75 |
| KRAMER, MATTHEW | SMALL TOOLS REIMBURSEMENT | 43.36 |
| MID VALLEY DISPOSAL | WASTE UTILITIES | 1,087.13 |
| MOORE TWINING ASSOC. INC. | EXTERNAL LAB SERVICES | 311.00 |
| NAPA AUTO PARTS | AUTO/EQUIPMENT MAINTENANCE | 55.80 |
| NATHAN MAGSIG | DIRECTOR'S FEE | 127.63 |
| NELSON'S ACE HARDWARE | EQUIPMENT MAINTENANCE | 253.83 |
| O'REILLY AUTO PARTS | AUTO MAINTENANCE | 18.51 |
| PG&E | ELECTRIC UTILITIES | 267.87 |
| POWER BUSINESS TECHNOLOGY LLC | RENT & LEASE EQUIPMENT, OFFICE SUPPLIES | 265.58 |
| PROFESSIONAL PRINT & MAIL, INC | OFFICE SUPPLIES | 482.86 |
| SAGE SOFTWARE INC | INFO SYSTEMS EXPENSE | 1,681.00 |
| SCOTT ROBERTSON | DIRECTOR'S FEE | 127.63 |
| SILVAS OIL CO. INC. | FUEL | 2,667.98 |
| SOTO, ROBBIE | WELLNESS PROGRAM REIMBURSEMENT | 40.00 |
| TELSTAR INSTRUMENTS, INC. | EQUIPMENT MAINTENANCE | 20,969.16 |
| THE GAS CO | GAS UTILITIES | 61.28 |
| THE SENTINEL | PRINTING - ADVERTISING | 246.00 |
| TOSHIBA FINANCIAL SERVICES | COPIER LEASES | 740.03 |
| TRIANGLE PUMP & EQUIPMENT INC. | EQUIPMENT MAINTENANCE | 923.09 |
| VERIZON WIRELESS | COMMUNICATIONS | 531.55 |
| VINCE PALOMAR | DIRECTOR'S FEE | 127.63 |
| WATER ENVIRONMENT FEDERATION | MEMBERSHIPS | 361.00 |

MAS 200 Total Checks

\$313,292.88

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

**August 30, 2023
WARRANT LIST**

| | | |
|--|--|---------------------|
| ACCOUNTING SYSTEMS INC. | INFORMATION SYSTEMS | 375.00 |
| ALVARO VILLA | CERTIFIATION REIMBURSEMENT | 98.00 |
| AMAZON CAPITAL SERVICES | COMMUNICATIONS, INFORMATION SYSTEMS | 35.94 |
| ARAMARK | UNIFORMS,MATS,MOPS,TOWELS | 1,490.41 |
| AT&T/CALNET 3 | COMMUNICATIONS | 147.54 |
| BSK ASSOCIATES | EXTERNAL LAB SERVICE | 1,152.00 |
| CALIFORNIA WATER SERVICE | WATER UTILITIES | 50.67 |
| CALPERS HEALTH | HEALTH INSURANCE | 37,437.65 |
| CDW GOVERNMENT, INC. | INFORMATION SYSTEMS | 5,234.00 |
| CRAIG PERRY | TRAVEL & TRAINING REIMBURSEMENT | 261.80 |
| CWEA | MEMBERSHIPS | 663.00 |
| E.G. BABCOCK COMPANY | EQUIPMENT MAINTENANCE | 28.25 |
| FEDERAL EXPRESS | OVERNIGHT SHIPPING | 59.19 |
| FRESNO LOCAL AGENCY FORMATION COMMISSION | PERMITS | 750.00 |
| GISELA ROSALES | AUTO/EQUIPMENT MAINTENANCE | 335.00 |
| HERITAGE-CRYSTAL CLEAN INC. | OIL RECYCLING | 751.18 |
| HOME DEPOT CREDIT SERVICES | MAINTENANCE BUILDING & GROUNDS | 53.16 |
| KAMEYA AKEMI COLEMAN | EMPLOYEE RECOGNITION REIMBURSEMENT | 40.00 |
| KINGS INDUSTRIAL OCC. MED. CTR, INC. | PROFESSIONAL SERVICES - MED & SAFETY | 95.00 |
| LIEBERT CASSIDY WHITMORE | PROF.SERVICES - MGT & HUM RELATIONS | 2,271.50 |
| MKN | D-4 STATION IMPROVEMENTS, SEWER REHAB PROJECTS | 11,487.16 |
| MONTOY LAW CORPORATION | PROFESSIONAL SERVICES - LEGAL | 545.50 |
| NAPA AUTO PARTS | EQUIPMENT MAINTENANCE | 2,626.66 |
| NELSON'S ACE HARDWARE | MAINTENANCE BUILDING & GROUNDS, EQUIPMENT MAINTENANCE | 48.30 |
| NORTH AMERICAN BENEFITS CO | LIFE INSURANCE | 409.36 |
| PG&E | ELECTRIC UTILITIES | 37,417.99 |
| PROFESSIONAL COMMUNICATIONS NETWORK | COMMUNICATIONS | 60.00 |
| SAGE SOFTWARE INC | INFORMATION SYSTEMS | 8,112.15 |
| SCOUT SPECIALTIES INC. | EQUIPMENT MAINTENANCE | 132.81 |
| SEE'S CONSULTING & TESTING INC | E.FRESNO ST. ALLEY IMPOVEMENTS | 1,030.00 |
| SILVAS OIL CO. INC. | FUEL | 2,646.90 |
| SUPERIOR POOL PRODUCTS, LLC | CHEMICALS | 1,251.84 |
| TELSTAR INSTRUMENTS, INC. | EQUIPMENT MAINTENANCE | 2,344.07 |
| T-MOBILE USA INC. | COMMUNICATIONS | 387.42 |
| TRANSWESTERN INS ADMIN | DENTAL / VISION INSURANCE | 411.79 |
| MAS 200 Total Checks | | \$120,241.24 |

SKF COUNTY SANITATION DISTRICT
 CASH ACTIVITY REPORT
 Month: AUGUST
 Fiscal Year: 2023-24

| Cash Account Description | End of Month Cash Balance as of June 30, 2023 | End of Month Cash Balance August 31, 2023 |
|--|--|--|
| Cash in Treasury: Operations & Maintenance | \$ 5,043,024.93 | \$ 4,226,897.95 |
| Cash in Bank: Operations & Maintenance | \$ 28,912.44 | \$ 28,476.86 |
| Cash in Bank: Payroll | \$ 203.46 | \$ 203.52 |
| Petty Cash | \$ 700.00 | \$ 700.00 |
| Total Operations & Maintenance | \$ 5,072,840.83 | \$ 4,256,278.33 |
| Cash in County Treasury:Expansion | \$ 5,393,049.36 | \$ 5,376,765.55 |
| Cash in County Treasury: R&R | \$ 6,245,192.21 | \$ 6,099,458.09 |
| Cash in County Treasury:Selma | \$ 2,319,258.37 | \$ 2,326,098.26 |
| Cash in County Treasury: Selma SWRCB Reserve | \$ 267,803.77 | \$ 263,898.54 |
| Total Selma | \$ 2,587,062.14 | \$ 2,589,996.80 |
| Cash in County Treasury:Kingsburg | \$ 3,426,769.60 | \$ 3,401,576.28 |
| Cash in County Treasury:Fowler | \$ 1,932,604.12 | \$ 1,954,771.92 |
| Total Cash Balance | \$ 24,657,518.26 | \$ 23,678,846.97 |

MEMORANDUM

(September 14, 2023, Board Meeting)

To: S-K-F CSD Board of Directors
From: Veronica Cazares, General Manager
Date Memo Prepared: September 5, 2023
Staff Report Prepared By: Craig Perry, Operations Supervisor

Agenda Item: 5-A
Action: Motion

SUBJECT:

Request for Proposal – SKFCSD Beneficial Reuse of Class-B Biosolids

RECOMMENDATION

That the Board approve a 5-year agreement with Synagro West LLC. in the amount of \$67.44 per wet ton hauled for fiscal year 2023-24 and a cost increase based on Consumer Price Index (CPI) per year and authorize the General Manager to execute the agreement.

EXECUTIVE SUMMARY

District staff issued a Request for Proposals (RFP) for SKFCSD Beneficial Reuse and Hauling services. Annual removal and testing of Biosolids are an EPA and WDR requirement. The RFP was posted to the District website, builders exchanges and the Selma Enterprise/Hanford Sentinel newspaper on April 24, 2023. Submittals were accepted until May 23, 2023. The project is budgeted on an annual basis out of Operation and Maintenance account GL 7720-103-00 and is estimated at an annual cost of \$80,500 in year one. Multiple Biosolids Disposal companies were contacted by the District. Two proposals were submitted:

| | | |
|-------------------|------------------|---------------------------------------|
| Synagro West LLC. | (Lost Hills, CA) | \$67.33 per wet ton |
| CleanInfusion | (Nashville, TN) | \$115.55 per wet ton (Non-Responsive) |

Synagro West LLC. (Synagro) purchased Liberty Composting’s business and existing contracts in July 2022. District staff has worked with Liberty Composting for the last 12 years, including working with Synagro after the sale in 2022. The service received by the District has been good. Synagro’s proposal meets the requirements of the request for proposal including SB1383, which prohibits the disposal of organic material in landfills starting on January 1, 2024.

CleanInfusion was deemed non-responsive due to their inability to locate a reuse site in California for the length of the contract, proposed to dispose biosolids to landfill in year 1, did not specify disposal location in years 2-5, and did not meet specification requirements for SB1381.

Synagro’s 5-year contract includes a CPI increase annually which has averaged 4.7% over the previous 5-year contract with Liberty Composting. The estimated cost range for the five-year period is approximately \$80,500 to \$97,000. Staff explored capping the CPI with Synagro, but they said that is their uniform language for all agreements. Staff will monitor the CPI and if it becomes prohibitively high, staff will consider terminating the Agreement with 30 days’ notice under the termination without cause provision of the Agreement.

The biosolids are to be loaded and removed from the wastewater treatment plant site during the period of October 1st through November 30th or at the discretion of the District. Biosolids reuse shall be by application to agricultural lands or by other off-site reuse methods approved by regulatory agencies with jurisdiction. Test results for 40 CFR 503 annual reporting (Title-22 Certification) need to be provided to District by end of January following the fourth quarter hauling of previous year and is included in agreement. The term of the agreement is five years.

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT
SERVICE PROVIDER SERVICES AGREEMENT

This Service Provider Services Agreement (“Agreement”) is entered into between the SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT (“District”) and SYNAGRO WEST, LLC. (“Service Provider”). This Agreement shall be effective on the date signed by District which shall occur after execution by Service Provider (“Effective Date”).

RECITALS

A. District has issued a Request for Proposals for services regarding Beneficial Reuse and Annual Hauling of Class B Biosolids.

B. Service Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Service Provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. District has selected Service Provider to perform the requested Services on the basis of Service Provider’s demonstrated competence and professional qualifications.

D. District desires to retain Service Provider, and Service Provider desires to provide District with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, District and Service Provider agree as follows:

AGREEMENT

1. Scope of Services. Service Provider shall perform, to the satisfaction of District in accordance with this Agreement, the Services described in the “Scope of Services” set forth in **Exhibit A** attached hereto and incorporated by reference herein, and as may be revised by mutual agreement of the parties. Annual hauling, beneficial reuse, sampling, testing and providing results for annual reporting to state and federal agencies. Service Provider warrants that it is qualified to perform the Services under this Agreement.

2. Commencement of Services; Term of Agreement. Service Provider shall commence the Services upon District’s issuance of a written “Notice to Proceed” and shall continue with the Services until Service Provider, as determined by District, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party in accordance with this Agreement, whichever is earlier. This contract will be 5-years with an extension by mutual agreement after July 1st of each year ending on June 30, 2028.

(a) Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider’s staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify District of any

changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A," unless such additional services are authorized in advance and in writing by the District Manager of District. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the District and Service Provider.

3. Compensation for Services. District shall compensate Service Provider for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Service Provider per monthly invoice. Both parties agree that Service Provider's proposal to complete the Services is \$67.44 PER WET TON HAULED in year one, increasing by Consumer Price Index annually for years 2-5 of agreement.

(b) Each month Service Provider shall invoice District for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Service Provider contracts.

(c) District shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless District disputes any charges or expenses. If any charges or expenses are disputed, District shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

4. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of District. Nothing contained in this Agreement shall be deemed to create any contractual relationship between District and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees or subcontractors, any claim or right of action against District.

5. Standard of Care. Service Provider represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Service Provider shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform

the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Power to Act on Behalf of District. Service Provider shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of District except as may be expressly authorized in advance in writing from time to time by District and then only to the extent of such authorization.

7. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to keep similar records. District shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide District with a working draft of all reports and five (5) copies of all final reports prepared by Service Provider under this Agreement.

8. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs (“Work Product”), shall be and remain the property of District. District shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon District’s request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to District promptly at District’s request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the District Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

9. Confidentiality. All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to District, unless otherwise provided by law or expressly authorized by District. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Service Provider shall also require its subcontractors to be bound to these confidentiality provisions.

10. District Name and Logo. Service Provider shall not use District’s name or insignia, photographs relating to the District projects for which Service Provider’s services are rendered, or any publicity pertaining to the Service Provider’s services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

11. Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, in the Services. Service Provider further

warrants that neither Service Provider nor any of its employees have real property, business interests or income that will be affected by the Services. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the District or a member of any District Board or Commission. District understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this section. District understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

12. Non-liability of Officers and Employees. No officer or employee of District shall be personally liable to Service Provider, or any successors in interest, in the event of a default or breach by District for any amount which may become due Service Provider or its successor, or for any breach of any obligation under the terms of this Agreement.

13. District Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. District reserves the right to employ other Service Providers in connection with the Services.

14. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. Termination by District: Without Cause. This Agreement may be terminated by District at its discretion upon thirty (30) days prior written notice to Service Provider.

b. Termination by District or Service Provider: For Cause. Either party may terminate this Agreement upon twenty (20) days prior written notice to the other party of a material breach, and a failure to cure within that time period.

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 of this Agreement. In the event of termination due to Service Provider's failure to perform in accordance with the terms of this Agreement through no fault of District, District may withhold an amount that would otherwise be payable as an offset to District's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice

directs otherwise); and (ii) deliver or otherwise make available to the District, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, District shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

15. Insurance. Service Provider shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to District approval as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Manager. Service Provider shall provide District with copies of required certificates of insurance upon request.

16. Indemnity and Defense. Service Provider hereby agrees to indemnify, defend and hold the District, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of the acts, errors, or omissions constituting negligence, gross negligence, willful misconduct or fraud of Service Provider or its subcontractors relating to the performance of Services described herein. Service Provider's duty to defend and indemnify District shall not extend to injuries or damages that are the result of District's sole negligence or willful misconduct.

Service Provider's duty to defend shall immediately arise when a claim is asserted and/or a lawsuit is initiated against the District arising out of or occurring in connection with the acts, errors, or omissions constituting negligence, gross negligence, fraud or willful misconduct of Service Provider or its subcontractors relating to the performance of Services described herein and regardless of whether others may owe the District a duty of defense and/or indemnity. Service Provider and District agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement for a period of two (2) years.

19. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of District. In the event of an assignment to which District has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from District under the terms of this Agreement to any other individual, corporation or entity. District retains the right to pay any and all monies due Service Provider directly to Service Provider.

20. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:
SELMA-KINGSBURG-FOWLER
COUNTY SANITATION DISTRICT
P.O. Box 158
Kingsburg, CA 93631

To Service Provider:
SYNAGRO WEST, LLC
435 WILLIAMS COURT, STE 120
BALTIMORE, MD 21220

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

21. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

22. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

23. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between District and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both District and Service Provider.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by District and Service Provider in the County of Fresno, California. Service Provider shall perform the Services required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

25. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

27. Compliance with All Laws. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

28. Prevailing Wages. Service Provider is required to comply with prevailing wage laws.

29. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

30. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

NOW, THEREFORE, the District and Service Provider have executed this Agreement on the date(s) set forth below.

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

SYNAGRO WEST, LLC.

By: _____

By: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Synagro West LLC. shall furnish all permits, licenses, labor, materials and equipment required to remove, transport and beneficially reuse 100 percent of the annual stockpiled production of aerobically digested, air-dried biosolids from the District's Wastewater Treatment Plant, which is located at 11301 East Conejo Avenue, Kingsburg, CA 93631. The biosolids are to be loaded and removed from the Plant site during the period of September 1 through October 31 or at the discretion of the District. Biosolids reuse shall be by application to agricultural lands or by other off-site reuse methods approved by regulatory agencies with jurisdiction. Results required for 40 CFR 503 annual reporting (Title-22 Certification) need to be provided to District by end of January following Q4 hauling of previous year.

EXHIBIT B

INSURANCE

A. Insurance Requirements

- i. Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Service Provider's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that District and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.
- ii. Any failure to comply with reporting provisions of the policies by Service Provider shall not affect coverage provided by the District.
- iii. Coverage shall state that Service Provider insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the District.

B. Business Automobile Liability

- i. Service Provider shall provide auto liability coverage for owned, non-owned, and hired autos using ISP Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

C. Workers' Compensation and Employers' Liability

- i. Service Provider shall maintain Workers' Compensation Insurance (Statutory Limits) and Employers' Liability Insurance with limits of at least one million dollars (\$1,000,000). Service Provider shall submit to District, along with the certificate of insurance, a waiver of subrogation endorsement in favor of District, its officers, agents, employees, and volunteers.

D. All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the District, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the District.
- iii. Evidence of Insurance – Prior to commencement of work, the Service Provider shall furnish the District with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Service Provider must agree to provide complete, certified copies of all required insurance policies of requested by the District.
- iv. Acceptability of Insurers – Insurance shall be placed with insurers admitted in the State of California with an AM Best rating of A- VII or higher.