

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

**SPECIAL MEETING OF BOARD OF DIRECTORS**

**SEPTEMBER 14, 2022**

**3:30 P.M.**

**11301 E. Conejo Avenue, Kingsburg, CA 93631**

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

This meeting will be available for public viewing and participation through Zoom.

Weblink:<https://us06web.zoom.us/j/84669501409?pwd=N0hzdFVvcXMvb3dlN2hvbEVvZStqZz09>

Telephone Number 1-669-900-6833

Meeting ID 846 6950 1409

Passcode 358828

Public comment will be accepted in person, via Zoom and by email at [akirk@skfcsd.org](mailto:akirk@skfcsd.org)

**1. CALL TO ORDER AND ROLL CALL**

**DIRECTORS**

Nathan Magsig

Sarah Guerra

Daniel Parra

Buddy Mendes, Vice Chair

Michelle Roman, Chairman

**STAFF and CONSULTANTS**

Veronica Cazares, Interim General Manager/ Secretary

Alicia Kirk, Executive Assistant to the G.M.

Tricia Miller, Administrative Services/HR Manager

Hilda Cantú Montoy, General Counsel

Craig Perry, Operations Supervisor

David Bacon, Information Systems Analyst

**2. APPROVAL OF AGENDA**

Additions, deletions, substitutions, and adoption of agenda

### **3. PUBLIC FORUM**

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

### **4. CONSENT CALENDAR**

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

- A. Minutes of Regular Board Meeting July 14, 2022. *(p.1)*
- B. Minutes of Special Board Meeting July 8, 2022. *(p.5)*
- C. Draft Minutes of PAC Meeting July 21, 2022. *(p.7)*
- D. Warrant List Reports of July 6, 2022, July 20, 2022, July 25, 2022, August 3, 2022, August 17, 2022, August 31, 2022. *(p. 10)*
- E. Cash Activity Report of, July 31, 2022, August 31, 2022. *(p.16)*
- F. Adoption of Resolution No. 2022-21 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors and subsidiary standing committees in Accordance with Assembly Bill 361. *(p.20) Staff Report Prepared By: Interim General Manager, Veronica Cazares*

### **5. UNFINISHED BUSINESS**

- A. None

### **6. NEW BUSINESS**

- A. Subject: Woods Family Farms Request to Extend Ground Five Ground Lease Agreements of District Properties (APN 393-330-11T, 393-211-04s, 393-211-07T, 393-211-09T, 393-211-15T). *(p.24)*

Recommendation:

- (1) Approval of extension of Ground Lease Agreements to 2042 and consolidation of five ground leases to one Ground Lease Agreement with new rental amounts commencing on 9/1/27 and other terms to remain the same; and
- (2) Authorization for Interim General Manager Cazares to execute the new Consolidated Ground Lease Agreement.

- B. Subject: Award of Contract for In-Plant On-Call General Engineering Services to Herwit Engineering (p.27)

Recommendation:

- (1) Approve three-year agreement with Herwit Engineering for on call engineering services for a not to exceed amount of \$210,000; and
- (2) Authorize Interim General Manager Cazares to execute the agreement

## **7. CLOSED SESSION**

- A. Conference with Legal Counsel  
Determining whether to initiate litigation (Government Code Section 54956.9 (d) (4))  
One Case
- B. Conference with Legal Counsel  
Existing Litigation (Government Code section 54956.9 subdivision (d)(1))  
Grievance Arbitration Between International Union of Operating Engineers Stationary Local 39 and SKF Regarding Certification Pay.

## **8. RECONVENE OPEN SESSION**

- A. Provide Report from Closed Session if required.

## **9. BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

- A. Board members may suggest future agenda items or may give reports.

## **10. INTERIM GENERAL MANAGER REPORTS**

- A. SKF held a PAC meeting on July 21, 2022.
- B. The VROP students will be giving a presentation at the Selma Unified School District Board of Trustees meeting on August 22, 2022, highlighting the summer program they attended.

## **11. ADJOURNMENT**

Motion to Adjourn

Next Regular Meeting: Thursday October 13, 2022, at 4:00 p.m.

Next Ordinance: 2022-01

Next Resolution: 2022-22

**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](http://www.skfcsd.org).

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

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

**MINUTES OF THE REGULAR BOARD MEETING OF DIRECTORS**

**JULY 14, 2022**

**CALL TO ORDER AND ROLL CALL**

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

**DIRECTORS**

Nathan Magsig(P)  
Sarah Guerra(P)  
Daniel Parra (A)  
Buddy Mendes, Vice Chair(P)  
Michelle Roman, Chairwoman(P)

**STAFF and CONSULTANTS**

Veronica Cazares, Interim General Manager/Secretary  
Alicia Kirk, Executive Assistant to the G.M.  
Tricia Miller, Administrative Services/HR Manager  
Craig Perry, Plant Operations Supervisor  
David Bacon, Information Systems Analyst  
Hilda Cantu-Montoy, General Counsel  
Jon Wells, Dopudja & Wells Consulting

**APPROVAL OF AGENDA**

There being no comment from the public, a motion to approve the agenda of the Regular Board meeting of July 14, 2022, was made by Director Mendes and seconded by Director Magsig and approved by the following vote:

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

NO:

ABSENT: Director Parra

ABSTAIN:

**PUBLIC FORUM**

None

**CONSENT CALENDAR**

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

- A. Minutes of Regular Board Meeting June 9, 2022. (p.5)
- B. Warrant List Reports of June 8, 2022 , June 22, 2022, June 29, 2022 (p.11)
- C. Cash Activity Report of June 30, 2022. (p.13)

- D. The Board will consider adoption of Resolution No. 2022-18 Reauthorizing Remote Teleconference Public Meetings by the Board of Directors and subsidiary standing committees in Accordance with Assembly Bill 361. *(p.14) Staff Report Prepared By: Interim General Manager, Veronica Cazares*

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

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

NO:

ABSENT: Director Parra

ABSTAIN:

### **PRESENTATIONS**

Valley Regional Occupational Program students Eduardo Trujillo and Daniel Navarro gave the Board a Power Point Presentation of their time here at SKF. The students participated for approximately 6 weeks and observed all the different departments here at the District. They learned many things and enjoyed their time here.

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

- A. The Board will consider adopting Resolution No. 2022-19, A Resolution of the Board of Directors of Selma-Kingsburg-Fowler County Sanitation District Relating to Emergency Repairs and Response to Wastewater Treatment Plant Power Outage and Ratifying the Award of Emergency Contracts Without Competitive Bidding for the Emergency Repairs. (p.?)

On June 22, 2022, high winds out of the south uprooted three trees at the wastewater treatment plant behind the Operation and Maintenance building. A canary island pine tree fell on the power lines on adjacent parcel (APN 39321103) and downed three power poles and lines causing the transformer to explode igniting brush. Emergency responders, PG&E were notified, and staff were directed to the Administration Building. Estimated costs and repairs were given to the Board.

There being no comment from the public, a motion to approve Resolution 2022-19, A Resolution of the Board of Directors of Selma-Kingsburg-Fowler County Sanitation District Relating to Emergency Repairs and Response to Wastewater Treatment Plant Power Outage and Ratifying the Award of Emergency Contracts Without Competitive Bidding for the Emergency Repairs was made by Director Mendes, seconded by Director Magsig and approved by the following vote:

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

NO:

ABSENT: Director Parra  
ABSTAIN:

- B. The Board will consider adopting Resolution No. 2022-20, A Resolution of the Board of Directors of the Selma-Kingsburg Fowler County Sanitation District Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) in the Secured Tax Roll for Fiscal Year 2022-23 (p.?) Staff Report Prepared By: Administrative Services/HR Manager, Tricia Miller

Resolution No. 2022-20 needs to be adopted in order to approve the list of parcels and the assessments to be collected on the County of Tulare tax roll. The Board approved the Agreement for Compensation to County of Tulare for Collection of Special Assessment at the March 10, 2022, Board meeting.

There being no comment from the public, a motion to approve Resolution 2022-20, A Resolution of the Board of Directors of the Selma-Kingsburg Fowler County Sanitation District Certifying to the County of Tulare the Validity of the Legal Process Used to Place Direct Charges (Special Assessments) in the Secured Tax Roll for Fiscal Year 2022-23 was made by Director Mendes, seconded by Director Guerra, and approved by the following vote:

AYE: Directors Guerra, Magsig, Vice Chair Mendes, Chairwoman Roman  
NO:  
ABSENT: Director Parra  
ABSTAIN:

- C. The Board will consider the award of a contract for Collection System Master Plan Update and Flow analysis to Dopudja & Wells Consulting of Irvine CA for a not to exceed cost of \$383,875, a contingency in the amount of \$15,000 for a total cost of \$398,875 and authorize Interim General Manager Cazares to execute the necessary agreements. (p.?) Staff Report Prepared By: Interim General Manager, Veronica Cazares

The Sewer System Master Plan was last updated in 2016 and needs to be updated to reflect cities' growth plans for development as well as to comply with the State Water Boards waste discharge for collection systems. The State Water Boards is scheduled to approve a new general waste discharge order at the end of 2022. Interim GM Cazares has worked with Dopudja & Wells on numerous occasions.

### **CLOSED SESSION**

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

The Board met with Interim General Manager and General Counsel regarding wages, hours and working conditions of employees represented by the International Union of Operating Engineers Stationary Local 39.

Closed Session began at 4:31 pm.

**RECONVENE OPEN SESSION**

Open Session began at 4:38 pm. General Counsel reported out the outcome of Closed Session which was: that the Board agreed to the new Memorandum of Understanding between Selma-Kingsburg-Fowler County Sanitation District and International Union of Operating Stationary Engineers Local 39 which includes: 1) Stand-by assignment increase from \$140 to \$160 dollars 2) Four Percent base wage increase for July 1, 2022, July 1, 2023, July 1, 2024, 3) Overtime accrual increase from 32 hours to 40 hours, 4) Language change of “ Third Monday in February” to “President’s Day (Holidays), 5) Language change under Grievances, 6) Safety Boot increase from \$175 to \$225. This term to reflect through June 30, 2025. The vote was 4 AYE’s and 1 Absent (Director Parra).

**BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

Ad Hoc Committee Members, Director Guerra and Chairwoman Roman had met with CPS HR Consulting Company for the recruitment of a new General Manager and are currently working on a brochure to be submitted.

**GENERAL MANAGER REPORTS**

None

**ADJOURNMENT**

There being no further business to come before the Board, Chairwoman Roman declared the meeting adjourned on a motion made by Director Mendes and seconded by Director Magsig and approved by a unanimous voice vote at 4:40 pm.

Respectfully submitted,

Approved,

\_\_\_\_\_  
Veronica Cazares Interim General Manager/  
Secretary of the Board

\_\_\_\_\_  
Michelle Roman  
Chairwoman of the Board



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

**MINUTES OF THE SPECIAL BOARD MEETING OF DIRECTORS**

**JULY 8, 2022**

**CALL TO ORDER AND ROLL CALL**

The Special Board Meeting of the Selma-Kingsburg-Fowler County Sanitation District was called to order at 10:03 a.m. by Chairwoman Roman.

**DIRECTORS**

Nathan Magsig (P-remotely)  
Sarah Guerra (P)  
Daniel Parra (P)  
Buddy Mendes, Vice Chair (P)  
Michelle Roman, Chairwoman (P)

**STAFF AND CONSULTANTS**

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

As Director Magsig joined remotely, all votes must be done by a roll call.

**APPROVAL OF AGENDA**

There being no comment from the public, a motion to approve the agenda of the Special Board meeting of July 8, 2022, was made by Director Mendes and seconded by Director Parra and approved by the following roll call vote:

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

NO:

ABSENT:

ABSTAIN:

At this time, Director Parra will recuse himself prior to Closed Session due to conflict of interest. Director Parra, in turn, spoke as a member of the public on the item at hand. He handed out three documents to staff and board members. Director Parra agreed that the City of Fowler does owe SKF an estimated amount of \$45,000 to \$50,000 dollars.

**CLOSED SESSION**

- A. Conference with Legal Counsel-Determining whether to initiate litigation pursuant to Government Code Section 54956.9 (d) (4)  
One Case

Closed Session began at 10:06 a.m.

**RECONVENE OPEN SESSION**

Open session began at 10:49 a.m.

General Counsel reported out that four Board members were present in Closed Session: Chairwoman Roman, Vice Chairman Mendes, and Director Guerra. Director Magsig participated via Zoom. General Counsel reported that at this time, litigation will not be pursued.

**ADJOURNMENT**

There being no further business to come before the Board, Chairwoman Roman declared the meeting adjourned at 10:51 a.m.

Respectfully submitted,

Approved,

\_\_\_\_\_  
Veronica Cazares Interim General Manager/  
Secretary of the Board

\_\_\_\_\_  
Michelle Roman  
Chairwoman of the Board

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

**MINUTES OF THE POLICY ADVISORY COMMITTEE MEETING**

**July 21, 2022  
10:30 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 10:33 a.m. by Chairman Fernando Santillan.

**MEMBERS**

Fernando Santillan, Selma City Manager (P)  
Alex Henderson, Kingsburg City Manager (P)  
Wilma Tucker, Fowler City Manager (P)  
Paul Nerland, Fresno County Administrative  
Officer (A)  
Veronica Cazares, Interim General Manager/  
Secretary (P)

**STAFF AND CONSULTANTS**

Alicia Kirk, Executive Assistant to the GM  
Craig Perry, Operations Supervisor  
Tricia Miller, Admin Services/HR Manager

**APPROVAL OF AGENDA**

There being no comment from the public, a motion to approve the agenda of the PAC meeting of July 21, 2022, was made by Member Tucker, and seconded by Member Henderson, and approved by the following roll call vote:

AYE: Members Henderson, Tucker, Cazares, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

**PUBLIC FORUM**

None

**CONSENT CALENDAR**

The consent calendar consisted of the minutes of the March 23, 2022, Policy Advisory Committee meeting. These minutes were missing Member Tucker's (Formerly Quan) name from the "Member" section under Call to Order and Roll Call. Let the record show that she was present at the March 23, 2022, meeting.

There being no comment from the public a motion to approve the minutes with modification noted of Member Tucker's name under Call to Order and Roll Call, was made by Member Henderson, and seconded by Member Tucker and approved by the following roll call vote:

AYE: Members Henderson, Tucker, Cazares, Chairman Santillan

NO:

ABSENT: Member Nerland

ABSTAIN:

### **UNFINISHED BUSINESS**

None

### **NEW BUSINESS**

Interim General Manager Cazares gave a verbal report to the PAC members regarding the Agreement of Costs of Sewer Improvements between SKF and the City of Fowler. Handouts consisting of: Settlement Agreement and Release, Agreement for Reimbursement of Costs of Sewer Improvements, and a spreadsheet with SKF Zone of Benefit Balance Tracking. It was reported the term of the agreement has expired, and at this time, this has become a Closed Session item on both SKF and Fowler Council agendas. General Counsel Montoy reported out of closed session that litigation would not be pursued. Interim GM Cazares gave Members Santillan and Henderson background information on this item. It was asked how SKF is planning to recoup the sixty thousand, and at this time it will be a matter for attorneys that represent SKF and the City of Fowler. Member Tucker read aloud the letter that the City of Fowler sent to SKF. At this time, Director Parra sits on the SKF Board as well as the Fowler City Council, and Mayor Pro-Tem Mark Rodriguez has filled in for Director Parra at a few SKF Board meetings. Director Parra recused himself from the July 8, 2022, Special SKF Board Meeting Closed Session as it pertained to this item, and he has a conflict of interest.

### **COMMITTEE MEMBER COMMUNICATIONS/AGENDA ITEMS**

None

### **INTERIM GENERAL MANAGER REPORTS**

Interim Cazares gave the PAC a report on the 2022 Valley ROP students that participated at SKF this year. The students came from Selma High school. This was the fourth year that the District and VROP have partnered. The students were able to be hands on and work in every department that the District has to offer. They gave the Board a Power Point presentation of their time here at the July 14, 2022, Board meeting.

On June 22, 2022, the District has a power outage due to heavy windstorms. District trees were blown over hit a transformer causing a fire and the outage. At this time, the District has filed a loss claim with the insurance company to alleviate the costs incurred during this event.

At this time SKF Ad Hoc Committee members Michelle Roman and Sarah Guerra are working with CPS Consulting on a brochure that will help seek qualified candidates to fill the position of General Manager.

At this time the Collection System Master Plan, Budget, CIP, and MOU have been approved.

**ADJOURNMENT**

There being no further business to come before the Committee, Chairman Santillan declared the meeting adjourned at 10:57 a.m.

Respectfully submitted,

Approved,

\_\_\_\_\_  
Veronica Cazares, Interim General Manager/  
Secretary of the Committee

\_\_\_\_\_  
Fernando Santillan/Chairman  
of the Committee

DRAFT

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

**July 06, 2022  
WARRANT LIST**

AMERICAN EXPRESS	TRAVEL & TRAINING, COMMUNICATIONS	712.60
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	721.34
AQUA SIERRA CONTROLS INC.	EQUIPMENT MAINTENANCE	2,909.27
ARMANDO BLANCAS	RETIREE HEALTH REIMBURSEMENT	145.65
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	145.65
CALPERS	RETIREMENT	51,181.33
CALPERS HEALTH	HEALTH INSURANCE	38,200.43
CARDINAL TREE SERVICE	MAINTENANCE BUILDINGS & GROUNDS	5,925.00
CARROT-TOP INDUSTRIES INC.	MAINTENANCE BUILDINGS & GROUNDS	53.55
CASA	TRAVEL & TRAINING	625.00
CWEA	MEMBERSHIPS	576.00
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	145.65
DKF SOLUTIONS GROUP, LLC	PROFESSIONAL SERVICES-MED & SAFETY	350.00
DONNA STUCKY	RETIREE HEALTH REIMBURSEMENT	153.53
GARY HELM	RETIREE HEALTH REIMBURSEMENT	145.65
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	145.65
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	145.65
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	145.65
JIMMY GARCIA	RETIREE HEALTH REIMBURSEMENT	418.87
LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES-MGT & HUM REL	1,569.00
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	145.65
MICHAEL FONG	RETIREE HEALTH REIMBURSEMENT	232.94
MID VALLEY DISPOSAL	WASTE UTILITIES	892.47
NELSON'S POWER CENTER	EQUIPMENT MAINTENANCE	57.25
NELSON'S ACE HARDWARE	MAINTENANCE BUILDINGS & GROUNDS	139.41
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
PG&E	ELECTRIC UTILITIES	614.91
PROCLEAN SUPPLY	OFFICE SUPPLIES, SAFETY SUPPLIES	191.94
QUADIENT LEASING USA, INC.	POSTAGE LEASE	717.42
ROBERT CURRIE	RETIREE HEALTH REIMBURSEMENT	145.65
SAGE SOFTWARE INC	INFORMATION SYSTEMS	1,985.00
SALINAS, JOSE LUIS	WELLNESS PROGRAM REIMBURSEMENT	40.00
SALLY RODRIGUEZ	RETIREE HEALTH REIMBURSEMENT	145.65
SARA J. STAUNTON	RETIREE HEALTH REIMBURSEMENT	145.65
SILVAS OIL CO. INC.	FUEL	1,859.98
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	240.30
STEINHAUER, KAREN	LAB SUPPLIES, EMPLOYEE RECOGNITION	104.46
STEVE JENSEN	RETIREE HEALTH REIMBURSEMENT	153.53
STREAMLINE	INFORMATION SYSTEMS	400.00
THE SENTINEL	PRINTING - ADVERTISING	140.97
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	242.15
UNWIRED BROADBAND, INC.	COMMUNICATIONS	749.99
VALLEY SECURITY ALARM	COMMUNICATIONS	657.00

**MAS 200 Total Checks**

**\$114,840.95**

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

**July 20, 2022  
WARRANT LIST**

ALLIANT INSURANCE SERVICES	GENERAL INSURANCE	2,042.00
AQUA SIERRA CONTROLS INC.	EQUIPMENT REPAIR & MAINTENANCE	2,249.77
ARAMARK	UNIFORMS, MATS, MOPS, TOWELS	1,228.74
BSK ASSOCIATES	EXTERNAL LAB SERVICES	1,043.90
CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN	USE TAX	3,123.00
CALIFORNIA WATER SERVICE	WATER UTILITIES	39.27
CALPERS HEALTH	HEALTH INSURANCE	38,239.18
CARDINAL TREE SERVICE	TREE REMOVAL	16,500.00
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER, LAB SUPPLIES	297.80
CINTAS CORPORATION NO.2	SAFETY SUPPLIES	264.02
COMCAST	COMMUNICATIONS	109.95
CSRMA	GENERAL INSURANCE, WORKERS COMP INSURANCE	235,578.62
CWEA	MEMBERSHIPS	192.00
CWEA CSJ SECTION	TRAVEL & TRAINING	140.00
DANIEL PARRA	DIRECTOR'S FEES	127.63
DATCO	PROFESSIONAL SERVICES: MED & SAFETY	263.25
DSD BUSINESS SYSTEMS	INFORMATION SYSTEMS	828.75
ERNEST C MENDES	DIRECTOR'S FEES	255.26
FACT AUTOMATED ENTRANCES INC.	BUILDING & GROUNDS MAINTENANCE	262.75
FISHER SCIENTIFIC	LABORATORY SUPPLIES	604.95
FRESNO COUNTY ASSESSOR	MAP COPIES	6.00
GAR BENNETT LLC	BUILDING & GROUNDS MAINTENANCE	182.73
GRAINGER	SAFETY SUPPLIES, EQUIPMENT MAINTENANCE	135.94
HOME DEPOT CREDIT SERVICES	SMALL TOOLS, EQUIPMENT MAINTENANCE, NUISANCE ABATEMENT	305.12
ISAGUIRRE, RICARDO	CERTIFICATION FEE REIMBURSEMENT	91.00
JIMENEZ, GABRIEL	CERTIFICATION FEE REIMBURSEMENT	91.00
KINGS INDUSTRIAL OCC. MED. CTR, INC.	PROFESSIONAL SERVICES: MED & SAFETY	95.00
KINGSBURG, CITY OF	WATER UTILITIES	64.50
MICHELLE ROMAN	DIRECTOR'S FEES	255.26
MID VALLEY DISPOSAL	WASTE UTILITIES	289.18
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	183.00
NAPA AUTO PARTS	AUTO MAINTENANCE, EQUIPMENT MAINTENANCE, SMALL TOOLS	102.55
NATHAN MAGSIG	DIRECTOR'S FEES	255.26
NELSON'S ACE HARDWARE	EQUIPMENT REPAIR & MAINTENANCE	138.73
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
QUADIANT FINANCE USA, INC.	POSTAGE	500.00
RGW EQUIPMENT SALES, LLC	EQUIPMENT REPAIR & MAINTENANCE	248.41
SARAH GUERRA	DIRECTOR'S FEES	255.26
SILVAS OIL CO. INC.	FUEL	5,540.43
SUMMIT TECHNOLOGY AFFILIATE	OFFICE SUPPLIES	202.67
SWANSON-FAHRNEY FORD SALES	AUTO MAINTENANCE	84.40
SYNCB/AMAZON	INFORMATION SYSTEMS	1,563.94
THE GAS CO	GAS UTILITIES	68.76
THOMAS & ASSOCIATES	EQUIPMENT REPAIR & MAINTENANCE	1,457.50
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	658.33
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	933.87
VERIZON WIRELESS	COMMUNICATIONS	1,010.29
<b>MAS 200 Total Checks</b>		<b>\$318,533.13</b>

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

**July 25, 2022**

**WARRANT LIST**

CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN	DIESEL FUEL TAX	1,546.00
<b>MAS 200 Total Checks</b>		<b>\$1,546.00</b>



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

**August 03, 2022  
WARRANT LIST**

AMERICAN EXPRESS	TRAVEL & TRAINING, COMMUNICATIONS, OUTREACH	816.85
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,241.74
ARMANDO BLANCAS	RETIREE HEALTH REIMBURSEMENT	145.65
ARNOLD, STEPHEN	RETIREE HEALTH REIMBURSEMENT	145.65
AT&T/CALNET 3	COMMUNICATIONS	202.03
BOOT BARN HOLDINGS INC.	SAFETY SHOES	175.00
BPS SUPPLY GROUP	EQUIPMENT MAINTENANCE	758.52
BSK ASSOCIATES	EXTERNAL LAB SERVICES	263.00
BUCKLES-SMITH ELECTRIC CO.	INFORMATION SYSTEMS	12,952.15
CALIFORNIA WATER SERVICE	WATER UTILITIES	15.80
CASH	PETTY CASH	184.01
	REIMB:FUEL,SUPPLIES,POSTAGE,TRAVEL,B OOKS,R&M, SAFETY, OUTREACH MEMBERSHIPS	192.00
CWEA	RETIREE HEALTH REIMBURSEMENT	145.65
DAVID MICHEL	RETIREE HEALTH REIMBURSEMENT	153.53
DONNA STUCKY	INFORMATION SYSTEMS	828.75
DSD BUSINESS SYSTEMS	LABORATORY SUPPLIES	179.66
FISHER SCIENTIFIC	EQUIPMENT MAINTENANCE, BLDG MAINT.	195.70
GAR BENNETT LLC	RETIREE HEALTH REIMBURSEMENT	145.65
GARY HELM	AUTO MAINTENANCE	50.00
GISELA ROSALES	EQUIPMENT MAINTENANCE	302.09
HARRINGTON INDUSTRIAL PLASTICS LLC	EQUIPMENT MAINTENANCE, BLDG MAINT., LAB EQUIP.	1,312.20
HOME DEPOT CREDIT SERVICES	RETIREE HEALTH REIMBURSEMENT	145.65
JAIME RUIZ	RETIREE HEALTH REIMBURSEMENT	145.65
JAMES HORNE	RETIREE HEALTH REIMBURSEMENT	145.65
JIM OLINGER	RETIREE HEALTH REIMBURSEMENT	418.87
JIMMY GARCIA	EQUIPMENT MAINTENANCE	1,800.00
KENNIES INDOOR COMFORT SPECIAL	OUTREACH PHARMA KIOSK	173.75
KINGSBURG, CITY OF	PROFESSIONAL SERVICES: MGT & HUM RELATIONS	3,237.00
LIEBERT CASSIDY WHITMORE	RETIREE HEALTH REIMBURSEMENT	145.65
LUCERO, JULIAN	RETIREE HEALTH REIMBURSEMENT	232.94
MICHAEL FONG	WASTE UTILITIES	892.47
MID VALLEY DISPOSAL	D-4 LIFT STATION IMPROVEMENTS	3,463.25
MKN	PROFESSIONAL LEGAL SERVICES	5,207.50
MONTOY LAW CORPORATION	EQUIPMENT MAINTENANCE	1,389.72
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE, BLDG MAINT.	82.31
NELSON'S ACE HARDWARE	ELECTRIC UTILITIES	59,754.26
PG&E	COMMUNICATIONS	60.00
PROFESSIONAL COMMUNICATIONS NETWORK	EQUIPMENT MAINTENANCE	424.75
RGW EQUIPMENT SALES, LLC	RETIREE HEALTH REIMBURSEMENT	145.65
ROBERT CURRIE	WELLNESS PROGRAM REIMBURESEMENT	40.00
SALINAS, JOSE LUIS	RETIREE HEALTH REIMBURSEMENT	145.65
SALLY RODRIGUEZ	SAFETY SHOES	161.65
SAM'S SHOE STORE	RETIREE HEALTH REIMBURSEMENT	145.65
SARA J. STAUNTON	EQUIPMENT MAINTENANCE	384.94
SCOUT SPECIALTIES INC.	RETIREE HEALTH REIMBURSEMENT	153.53
STEVE JENSEN	EQUIPMENT MAINTENANCE	2,559.52
TELSTAR INSTRUMENTS, INC.	DENTAL/VISION INSURANCE	242.15
TRANSWESTERN INS ADMIN	COMMUNICATIONS	749.99
UNWIRED BROADBAND, INC.	EQUIPMENT MAINTENANCE	569.00
WILSON FIRE SPIRNKLER CO INC.		

**MAS 200 Total Checks**

**\$103,422.78**

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

**August 17, 2022**

**WARRANT LIST**

ALERT O LITE, INC.	EQUIPMENT MAINTENANCE	104.64
ALLIED ELECTRIC MOTOR INC.	EQUIPMENT MAINTENANCE	759.31
APPLIED INDUSTRIAL TECH CA-LLC	EQUIPMENT MAINTENANCE	230.76
AQUA SIERRA CONTROLS INC.	DOCKERY SCADA REPLACEMENT	5,706.67
ARAMARK	UNIFORMS,MATS,MOPS,TOWELS	1,237.24
BOOT BARN HOLDINGS INC.	SAFETY SHOES	141.55
BSK ASSOCIATES	EXTERNAL LAB SERVICES	4,194.38
CALPERS	RETIREMENT	43,107.33
CENTRAL VALLEY CULLIGAN, INC.	DRINKING WATER	218.20
CENTRAL VALLEY LOCK & SAFE	MAINTENANCE BUILDING & GROUNDS	256.91
COMCAST	COMMUNICATIONS	109.95
DKF SOLUTIONS GROUP, LLC	PROF.SERVICES - MED & SAFETY	350.00
DSD BUSINESS SYSTEMS	INFORMATION SYSTEMS EXPENSE	438.75
ELECTRIC MOTOR SHOP, INC.	EQUIPMENT MAINTENANCE	5,574.81
FERGUSON FIRE & FAB #724	EQUIPMENT MAINTENANCE	816.79
FISHER SCIENTIFIC	LABORATORY SUPPLIES	101.11
FRESNO COUNTY ASSESSOR	BOOKS & PUBLICATIONS	21.00
GISELA ROSALES	AUTO/EQUIPMENT MAINTENANCE	2,270.00
HOME DEPOT CREDIT SERVICES	OFFICE SUPPLIES,BLDG & GROUNDS MAINT.	221.07
ISAGUIRRE, RICARDO	CERTIFICATION FEE REIMBURSEMENT	55.00
KENNIES INDOOR COMFORT SPECIAL	EQUIPMENT MAINTENANCE	4,423.00
MID VALLEY DISPOSAL	WASTE UTILITIES	150.00
MOORE TWINING ASSOC. INC.	EXTERNAL LAB SERVICES	183.00
MOTION INDUSTRIES INC	EQUIPMENT MAINTENANCE	2,106.70
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	1,068.79
NELSON'S ACE HARDWARE	EQUIPMENT MAINTENANCE, BLDG & GROUNDS MAINT.	187.98
PG&E	ELECTRIC UTILITIES	219.77
POWER BUSINESS TECHNOLOGY LLC	OFFICE SUPPLIES	181.50
SAGE SOFTWARE INC	INFORMATION SYSTEMS EXPENSE	1,528.00
SHAPE INC	EQUIPMENT MAINTENANCE	16,196.25
SILVAS OIL CO. INC.	FUEL	4,141.44
SOTO, ROBBIE	WELLNESS PROGRAM REIMBURSEMENT	40.00
STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	138.84
STREAMLINE	INFORMATION SYSTEMS EXPENSE	400.00
SWRCB-ELAP FEES	PERMIT FEES	3,550.00
TELETRAC NAVMAN US LTD.	COMMUNICATIONS	1,345.48
TELSTAR INSTRUMENTS, INC.	RENT & LEASE EQUIPMENT	37,342.60
TOSHIBA FINANCIAL SERVICES	COPIER LEASES	676.56
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	613.23
UNDERGROUND SERVICE ALERT	MEMBERSHIPS	5,227.77
VERIZON WIRELESS	COMMUNICATIONS	1,059.49
WATER ENVIRONMENT FEDERATION	MEMBERSHIPS	332.00

**MAS 200 Total Checks**

**\$147,027.87**

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

**August 31, 2022**

**WARRANT LIST**

ALVARO VILLA		150.00
ARAMARK	UNIFORMS,MAPS,MOPS,TOWELS	1,237.24
AT&T/CALNET 3	COMMUNICATIONS	221.26
BSK ASSOCIATES	EXTERNAL LAB SERVICES	906.38
CALIFORNIA WATER SERVICE	WATER UTILITIES	55.27
CALPERS HEALTH	HEALTH INSURANCE	38,239.18
CITY NATIONAL BANK	SOLAR INSTALLMENT AGREEMENT	204,892.50
CWEA	MEMBERSHIPS	808.00
DSD BUSINESS SYSTEMS	INFO SYSTEMS EXPENSE	195.00
ENGINEERING NEWS RECORD	BOOKS & PUBLICATIONS	108.00
FEDERAL EXPRESS	OVERNIGHT SHIPPING	23.58
GISELA ROSALES	EQUIPMENT MAINTENANCE	160.00
GONZALES, MARK	WELLNESS PROGRAM REIMBURSEMENT	40.00
HOME DEPOT CREDIT SERVICES	BLDG & GROUNDS MAINT, EQUIPMENT MAINT.	287.90
KAMEYA AKEMI COLEMAN	WELLNESS PROGRAM REIMBURSEMENT	40.00
KINGSBURG, CITY OF	PHARMA KIOSK OUTREACH	173.75
LIEBERT CASSIDY WHITMORE	PROFESSIONAL MGT & HUMAN RELATIONS	1,412.50
MID VALLEY DISPOSAL	WASTE UTILITIES	366.18
MONTOY LAW CORPORATION	PROFESSIONAL LEGAL SERVICES	2,951.50
MORGAN BROTHERS INC	PEST CONTROL	155.00
NAPA AUTO PARTS	EQUIPMENT MAINTENANCE	60.33
NELSON'S POWER CENTER	BLDG & GROUNDS MAINTENANCE	190.21
NELSON'S ACE HARDWARE	BLDG & GROUNDS MAINTENANCE	82.26
NORTH AMERICAN BENEFITS CO	LIFE INSURANCE	423.16
O'REILLY AUTO PARTS	AUTO & EQUIPMENT MAINTENANCE	78.93
PAPE KENWORTH	EQUIPMENT MAINTENANCE	2,832.25
PG&E	ELECTRIC UTILITIES	42,301.33
PIONEER RESEARCH	CHEMICALS	2,442.70
POWER BUSINESS TECHNOLOGY LLC	OFFICE SUPPLIES	39.95
PROCLEAN SUPPLY	BLDG & GROUNDS MAINTENANCE	167.47
PROFESSIONAL COMMUNICATIONS NETWORK	COMMUNICATIONS	60.00
SCOUT SPECIALTIES INC.	BLDG & GROUNDS MAINTENANCE	44.01
SELMA, CITY OF	PHARMA KIOSK OUTREACH	147.50
SILVAS OIL CO. INC.	FUEL	1,078.14
SYNCB/AMAZON	COMMUNICATIONS, INFO SYSTEMS	272.42
TELSTAR INSTRUMENTS, INC.	EQUIPMENT MAINTENANCE	8,324.97
THE GAS CO	GAS UTILITIES	64.44
TOTAL FILTRATION SERVICES, INC	EQUIPMENT MAINTENANCE	247.04
TRANSWESTERN INS ADMIN	DENTAL / VISION INSURANCE	1,082.62
<b>MAS 200 Total Checks</b>		<b>\$312,362.97</b>

SKF COUNTY SANITATION DISTRICT  
CASH ACTIVITY REPORT  
Month: JULY  
Fiscal Year: 2022-23

Cash Account Description	End of Month Cash Balance as of June 30, 2022	End of Month Cash Balance 7/31/2022
Cash in Treasury: Operations & Maintenance	\$ 3,741,651.06	\$ 3,358,563.93
Cash in Bank: Operations & Maintenance	\$ 26,389.33	\$ 49,079.39
Cash in Bank: Payroll	\$ 203.30	\$ 203.32
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 3,768,943.69	\$ 3,408,546.64
Cash in County Treasury:Expansion	\$ 4,783,224.81	\$ 4,817,573.21
Cash in County Treasury: R&R	\$ 5,476,484.62	\$ 5,477,244.45
Cash in County Treasury:Selma	\$ 1,997,552.53	\$ 2,001,172.80
Cash in County Treasury: Selma SWRCB Reserve	\$ 263,843.57	\$ 263,843.57
Total Selma	\$ 2,261,396.10	\$ 2,265,016.37
Cash in County Treasury:Kingsburg	\$ 3,131,019.54	\$ 3,138,319.59
Cash in County Treasury:Fowler	\$ 1,670,783.38	\$ 1,679,629.08
Total Cash Balance	\$ 21,091,852.14	\$ 20,786,329.34

SKF COUNTY SANITATION DISTRICT  
CASH ACTIVITY REPORT  
Month: AUGUST  
Fiscal Year: 2022-23

Cash Account Description	End of Month Cash Balance as of June 30, 2022	End of Month Cash Balance 8/31/2022
Cash in Treasury: Operations & Maintenance	\$ 3,741,651.06	\$ 2,801,524.88
Cash in Bank: Operations & Maintenance	\$ 26,389.33	\$ 66,285.90
Cash in Bank: Payroll	\$ 203.30	\$ 68,915.66
Petty Cash	\$ 700.00	\$ 700.00
Total Operations & Maintenance	\$ 3,768,943.69	\$ 2,937,426.44
Cash in County Treasury:Expansion	\$ 4,783,224.81	\$ 4,893,961.77
Cash in County Treasury: R&R	\$ 5,476,484.62	\$ 5,475,166.50
Cash in County Treasury:Selma	\$ 1,997,552.53	\$ 1,998,158.51
Cash in County Treasury: Selma SWRCB Reserve	\$ 263,843.57	\$ 263,843.57
Total Selma	\$ 2,261,396.10	\$ 2,262,002.08
Cash in County Treasury:Kingsburg	\$ 3,131,019.54	\$ 3,144,219.30
Cash in County Treasury:Fowler	\$ 1,670,783.38	\$ 1,688,212.88
Total Cash Balance	\$ 21,091,852.14	\$ 20,400,988.97

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

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	7/6/2022	\$ 114,840.95
WARRANT LIST ENDING	7/20/2022	\$ 318,533.13
WARRANT LIST ENDING	7/25/2022	\$ 1,546.00
		\$ 434,920.08

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	7/3/2022	\$ 91,492.35
EMPLOYER CONTRIBUTIONS (PERS)	7/3/2022	\$ 8,475.15
EMPLOYER TAXES	7/3/2022	\$ 1,202.61
HEALTH INSURANCE	7/3/2022	\$ 14,445.40
		\$ 115,615.51

TOTAL SALARIES PERIOD ENDING:

SALARIES	7/17/2022	\$ 94,908.52
EMPLOYER CONTRIBUTIONS (PERS)	7/17/2022	\$ 8,812.90
EMPLOYER TAXES	7/17/2022	\$ 1,250.16
HEALTH INSURANCE	7/17/2022	\$ 14,445.40
		\$ 119,416.98

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES	\$ 235,032.49
--	---------------

	\$ 669,952.57
--	---------------

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

SERVICE AND SUPPLIES EXPENDITURES:

WARRANT LIST ENDING	8/3/2022	\$ 103,422.78
WARRANT LIST ENDING	8/17/2022	\$ 147,027.87
WARRANT LIST ENDING	8/31/2022	\$ 312,362.97
		\$ 562,813.62

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

SALARIES	7/31/2022	\$ 94,815.70
EMPLOYER CONTRIBUTIONS (PERS)	7/31/2022	\$ 8,798.11
EMPLOYER TAXES	7/31/2022	\$ 1,250.73
HEALTH INSURANCE	7/31/2022	\$ 14,445.40
		\$ 119,309.94

TOTAL SALARIES PERIOD ENDING:

SALARIES	8/14/2022	\$ 96,557.91
EMPLOYER CONTRIBUTIONS (PERS)	8/14/2022	\$ 8,804.00
EMPLOYER TAXES	8/14/2022	\$ 1,275.99
HEALTH INSURANCE	8/14/2022	\$ 14,445.40
		\$ 121,083.30

TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES	\$ 240,393.24
--	---------------

GRAND TOTAL	\$ 803,206.86
-------------	---------------

**RESOLUTION NO. 2022-21**

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

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

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

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

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

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

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

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

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



5. During teleconference meetings, at least a quorum of the members of the local body must participate from locations within the local body's territorial jurisdiction; and

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

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

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

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

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

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

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

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

**WHEREAS**, on October 14, 2021, the Board adopted Resolution No. 2021-08 Authorizing Remote Teleconference Meetings by the Board of Directors and all Boards, Commissions, and

Standing Committees of the City in Accordance With Assembly Bill 361; and

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

WHEREAS, on July 14, 2022, the Board approved a Reauthorizing Resolution for an additional thirty days; and

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

**Approved and adopted this 14<sup>th</sup> day of September 2022.**

\_\_\_\_\_  
Chairwoman  
Michelle Roman

ATTEST

\_\_\_\_\_  
Veronica Cazares Interim General Manager/ Secretary to Board

**STAFF REPORT**

(September 14, 2022 Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, Interim General Manager

Agenda Item: 6-A  
Action: Motion

**SUBJECT:**

Woods Family Farms Request to Extend Five Ground Lease Agreements of District Properties (APN 393- 330-11T, 393-211-04ST, 393-211-07T, 393-211-09T, 393-211-15T)

**RECOMMENDATION:**

- (1) approval of extension of Ground Lease Agreements to 2042 and consolidation of five ground leases to one ground lease with new rental amount commencing on 9/1/27 with other terms to remain the same; and
- (2) authorization for Interim General Manager Cazares to execute the new consolidated ground lease agreement.

**EXECUTIVE SUMMARY**

Mark Woods Sr., Woods Family Farms, has been leasing District owned parcels APN 393-330-11T, 393-211-04ST, 393-211-09T, 393-211-15T), totaling 118.1 acres. Mr. Woods contacted the District in regard to Ground Lease No. 3 (APN 393-211-07T). The well went dry and under the ground lease, it is the responsibility of the lessee to provide water for farming purposes. In order to continue farming the parcel a new well installation and trees need to be re-planted. Mr. Woods requested an extension of all ground leases so that it would be cost effective for continued farming of parcel.

Ground Lease Agreements Nos. 1 to 4 have identical terms and conditions as follows:

- Term: 7/1/11 to 7/30/26
- Current Rent through end of term: \$225 per acre
- Use of Premises: solely for farming
- Lessee responsible for all operations and maintenance
- Limitations on use of pesticides with residual effects past term of lease
- Restoration of premises (disking, removal of irrigation system, rubbish/trash, equipment, and portable structures) within 60 days
- Security for restoration
- Other standard terms for ag ground leases

Ground Lease Agreement No. 5 has the same terms and conditions except for the term which is 1/1/12 to 1/31/27.

There are four years remaining on Lease No. 1 to 4 and five years remaining on Lease No. 5. The District does not anticipate use of said parcels for wastewater treatment or collection in the near term. In that regard, the ground leases all contain the following language:

“During the term of this Lease, the District may find it necessary to remove some of the acreage because the property is necessary for the District’s use. The District will provide notice that such acreage will be removed at the end of the growing season. Upon such removal of acreage, the rent will be adjusted... .”

The continued farming of the District owned parcels benefits the District in that staff hours and equipment are not devoted to maintaining the property.

Proposed Consolidated Agreement: Woods Family Farms and the District have negotiated the following rental terms for a consolidated ground lease agreement similar to the existing five agreements to commence on September 1, 2022 and expiring on August 31, 2042:

<u>Month</u>	<u>Year</u>		
September 1, 2022 to	August 31, 2027	\$225/acre	\$26,573
September 1, 2028 to	August 31, 2031	\$300/acre	\$35,430
September 1, 2032 to	August 31, 2042	\$400/acre	\$47,240

Attachments: Woods Leased Properties Site Plan, Agreement



N.T.S



## Wood's Leased Properties

BY: F. HERNANDEZ  
DATE: 8-9-2022

**GROUND LEASE AGREEMENT**

**APN: 393-330-11T**

**APN: 393-211-04ST**

**APN: 393-211-07T**

**APN: 393-211-09T**

**APN: 393-211-15T**

This Ground Lease Agreement (hereafter “LEASE”) is entered into on \_\_\_\_\_, by and between Woods Family Farms, LLC, (referred to hereinafter as “Lessee”), and the Selma-Kingsburg-Fowler County Sanitation District, a County Sanitation District formed pursuant to the laws of the State of California (referred to hereinafter as “Owner” or “Lessor”). The Lessor and Lessee are referred to collectively as the “Parties.”

**RECITALS**

Whereas, Lessor and Lessee have five ground lease agreements for District-owned parcels totaling 118.1 acres and referenced as follows:

- Ground Lease Number One for APN 393-330-11T,
- Ground Lease Number Two for APN 393-211- 04ST,
- Ground Lease Number Three for APN 09T, 393-211-07T,
- Ground Lease Number Four for APN 393-211-09T, and
- Ground Lease Number Five for APN 393-211-15T totaling 118.1 acres; and

Whereas, the well on property leased in Ground Lease No. 3 went dry and Lessee wishes to install a new well and trees; and

Whereas, Ground Leases Nos. 1 to 4 expire on July 30, 2026; and

Whereas, Ground Lease No. 5 expires on January 1, 2027; and

Whereas, Lessee requested an extension of the five ground leases so that it would be cost effective for continued farming; and

Whereas, the parties have engaged in discussions for extension of the ground leases with commensurate rental increases commencing in 2028; and

Whereas, except for the term in Ground Lease No. 5, the leases have the same terms and conditions; and

Whereas, the parties wish to enter one Ground Lease Agreement which consolidates the five current ground leases.

## AGREEMENT

In consideration of the foregoing recitals and the terms and conditions set forth in this Ground Lease Agreement, the Parties agree as follows:

1. Agreement.

(a) The Parties hereby agree that this Ground Lease Agreement shall supersede Ground Lease Agreement Number One for APN 393-330-11T; Ground Lease Agreement Number Two for APN 393-211-04ST, Ground Lease Number Three for APN 393-211-07T, Ground Lease Agreement Number Four for APN 393-211-09T; and Ground Lease Number Five for APN 393-21-15T. Said ground leases shall hereafter be null and void.

(b) Owner hereby leases to Lessee and Lessee hereby leases from Owner, that certain real property commonly referred to as 14720 South Del Rey Avenue (APN 393-330-11T); 15532 S. Del Rey (APN 393-211-04ST); 11067 E. Conejo Avenue (APN 393-211-07T); 11497 E. Conejo Avenue (APN 393-211-09T); and 11654 E. Clarkson Avenue (APN 393-211-15T), in Kingsburg, California (referred to hereinafter as the “Premises”), owned by Lessor located in the unincorporated area of Fresno County, and which is more particularly described in **EXHIBIT A**, which is attached hereto and incorporated herein by reference.

2. Rent.

(a) Lessee agrees to pay rent to Owner as follows:

September 1, 2022 to August 31, 2027	\$225/acre	\$26,573
September 1, 2028 to August 31, 2031	\$300/acre	\$35,430
September 1, 2032 to August 31, 2042	\$400/acre	\$47,240

(b) Rent shall be payable in cash or by certified check, money order, or any other form of payment acceptable to Owner, without deduction or offset. Payment of rent shall be made on the first day of each September commencing September 1, 2023, at Owner’s office, located at 11301 E. Conejo, Kingsburg, California, or any other place or places that may be designated by Owner in a written notice to Lessee given in the manner prescribed in this LEASE.

(c) During the term of this Lease, the Lessor may find it necessary to remove some of the acreage because the property is necessary for the Lessor’s use. The Lessor will provide notice that such acreage will be removed at the end of the growing season. Upon such removal of acreage, the rent will be adjusted in accordance with subsection (a) above.



3. Term.

(a) The term of this LEASE shall commence on September 1, 2022, and shall continue through August 31, 2042. If Lessee wishes to extend the LEASE, Lessee shall send a written notice to Lessor on or before January 31, 2042, asking that the term be extended for an additional five year period. If Lessor decides to lease the Premises, the Parties may negotiate to extend the term of this LEASE under terms and conditions mutually acceptable.

(b) Lessee may, at Lessee's option, terminate this LEASE upon ninety (90) days written notice to Owner except that the restoration provisions shall continue to apply to Lessee.

4. Use of Premises.

(a) The premises are leased to Lessee for the sole purpose of planting, growing and harvesting of crops and for no other purpose, except with prior written consent of Owner. With the exception of irrigation equipment, Lessee shall not install any equipment or construct any structures on the Premises unless the equipment or structures are portable. The premises shall continue to be used for the same agricultural purpose, trees, as presently used as of the date of execution of this LEASE.

(b) Lessee shall not encumber, assign, or otherwise transfer this lease, a right or interest in the property or any of the improvements on the property without the expressed written consent of the Owner. In addition, Lessee shall not sublet the property or any part thereof without the expressed written consent of the Owner. Owner expressly covenants that such consent shall not be unreasonably or arbitrarily refused.

5. Operations and Maintenance of Premises

(a) Lessee shall carry on all of the farming and agricultural activities specified in this LEASE in accordance with the best practices of the farming community in which the Premises are located. Lessee agrees to prepare the Premises; plant the crops; furnish and apply fertilizer, insecticides, fungicides, herbicides and other chemical treatments; and harvest the crops in a good and farmer like manner in accordance with best practices of the farming community in which the Premises are located.

(b) Lessee shall, at Lessee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county or municipal government which may in any way apply to the use, maintenance or operation of, or production of crops on the Premises or the sale or disposition of those crops.

(c) Use of the Premises shall conform to all applicable rules and regulations governing the Premises.

(d) Lessee is responsible for safely securing all property and farming equipment and for safely storing all chemicals and other hazardous materials in accordance with State and local laws.

(e) Lessee shall keep the Premises free and clear of all rubbish, trash, and Lessee shall be liable for any and all damage to the Premises caused by the Lessee, its employees, agents, or invitees.

(f) Lessee shall not permit irrigation or drain water to seep or flow on the adjacent properties or roadways.

(g) Lessee shall not apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this LEASE.

(h) Lessee shall, during the term of this LEASE, maintain the Premises in a good, clean, and safe condition, and shall, on termination of this LEASE, surrender the Premises to Owner in as good a condition and repair as existed on the date of this LEASE, reasonable wear and tear and damage by the elements excepted.

6. Alterations and Mechanics' Liens. Lessee shall not make nor permit any alterations or improvements to the Premises without the prior written consent of Owner. Lessee shall keep the premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Lessee, or obligations incurred by Lessee.

7. Restoration of Premises. Upon termination of this LEASE for any reason, Lessee shall restore the Premises to its original condition. In particular and without limitation, all crops and other vegetation planted by Lessee must be removed, the property must be disked, the irrigation system must be removed, rubbish and trash must be removed, and all equipment and portable structures must be removed. Complete restoration must be completed within 60 days from termination of the LEASE.

8. Security for Restoration of Premises. Prior to entering upon the Premises after execution of this LEASE, Lessee shall furnish Lessor with a performance bond in the amount of \$95,000.00 as security for Restoration of Premises as required in this LEASE. Said bond amount shall be increased incrementally as follows during the lease period: (i) to \$15,000.00 by January 1, 2023; (ii) \$15,000.00 by January 1, 2026; (iii) \$15,000.00 by January 1, 2029; (iv) \$15,000.00 by January 1, 2032, (v) \$14,000 by January 1, 2035, (vi) and \$13,000 by January 1, 2039, \$8,000 by January 1, 2042. Said bond must be issued by a company qualified to do business in the State of California and rate "A" or better by the current of the Best Rating Service. Said bond shall be in the form set forth in **EXHIBIT "B"** and shall ensure faithful and full observance and performance by Lessee of all the terms, conditions, covenants and agreements set forth in this LEASE for Restoration of Premises. Alternatively, Lessee may furnish a certificate of deposit or deposit cash with the District as security for Restoration of Premises in the same amounts and by same dates as set forth above.

9. Water Rights of Lessee. Nothing in this Lease shall be construed as to require Lessor to provide water, a well pumping or irrigation equipment for Lessee's use of said Premises.

Lessee is and shall remain, solely responsible for providing all water for his occupancy, operations and uses of said Premises at his sole cost.

10. Waste or Nuisance. Lessee shall not commit, nor permit others to commit, any waste upon the Premises. Lessee shall not maintain, commit, nor permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose.

11. Farming Costs and Profits. Lessee shall pay all costs and expenses in connection with Lessee's farming activities and operations upon the Premises, including, but not limited to: operation, maintenance, repair and replacement of the Premises, equipment used thereon, fencing, irrigation well and irrigation piping; preparation of the premises for the planting, production or harvesting of crops; costs of production, supplies, materials, tools and labor; and costs of electricity, gas and other utilities. Lessee shall retain all income and profits from farming operations.

12. Taxes and Assessments. Lessee shall pay, prior to delinquency, Lessee's possessory interest, leasehold tax interest, and personal property taxes, which may arise out of Lessee's use of the Premises during the term of this LEASE. On demand, Lessee shall provide to Owner satisfactory evidence of payment of taxes. Lessor shall pay any real property taxes.

13. Possession. Lessee shall be entitled to possession of the Premises on the first day of the term of this LEASE, and shall yield possession to Owner upon termination of this LEASE.

14. Insurance. Lessee shall procure and maintain, at all times during the term of this Lease, such liability and property damage insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of Premises. The cost of insurance shall be borne by the Lessee. Such insurance shall protect Lessee, Lessor (Owner) and Lessor's officers, employees and agents, from claims for damage for personal injury, including accidental death as well from claims for property damages which may arise from Lessee's activities, whether such activities be by Lessee or by Lessee's agent or by anyone directly, or indirectly, employed by either of them. Such public liability and property damage insurance shall be not less than one million dollars (\$1,000,000.00) for any one person injured, one million dollars (\$1,000,000.00) for any one accident, or one million dollars (\$1,000,000.00) for property damage. Additionally, Lessee shall procure and maintain, at all times during the term of this Lease Agreement, Workers Compensation Insurance as required by law. These policies shall name Lessor as an additional insured and copies of all policies shall be placed with Lessor. **Lessee shall obtain a written obligation by the insurance carriers to notify Lessor in writing thirty (30) days prior to cancellation thereof, and shall provide Lessor with a copy of the annual renewal of the policy. Lessee shall supply Lessor with a certificate of insurance naming Lessor as additional insured.**

15. Maintenance. Lessee shall, during the term of this LEASE, maintain the Premises in a good, clean, and safe condition, and shall, on termination of this LEASE, surrender the Premises to Owner in as good a condition and repair as existed on the date of this LEASE, reasonable wear and tear and damage by the elements excepted.

16. Alterations and Mechanics' Liens.

(a) Lessee shall not make nor permit any alterations or improvements to the Premises without the prior written consent of Owner.

(b) Lessee shall keep the premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Lessee, or obligations incurred by Lessee.

17. Entry and Inspection by Owner. Owner reserves the right to enter the Premises at any time and by whatever means necessary, including, but not limited to, the following situations: (i) in case of an emergency, (ii) to make necessary repairs, (iii) when Lessor reasonably believes that the Lessee has abandoned or surrendered the Premises, (iv) to inspect the Premises for LEASE compliance, (v) pursuant to court order, and (vi) for necessary tests or surveying. When entering the Premises, Lessee shall use reasonable efforts to minimize disruption to farming operations of Lessee.

18. Acceptance by Lessee. Lessee accepts the Premises, as well as the improvements thereon in their present condition. Lessee agrees with, and represents to Owner, that the Premises have been inspected by him and that Lessee has been assured by means independent of Owner or Owner's agents of the truth of all facts material to this LEASE and that the Premises are being leased by Lessee as a result of his inspection and investigation and not as a result of any representations made by Owner or Owner's agents.

19. Parties Not Liable. Owner shall not be liable to Lessee, and Lessee hereby waives all claims against Owner, for any injury or damage to any person or property in or about the Premises by or from any cause whatsoever, except injury or damage to Lessee resulting from the acts or omissions of Owner or Owner's authorized agents.

20. Indemnification and Hold Harmless. Throughout the term of this LEASE, Lessee shall indemnify, hold harmless, and defend Owner from all damages, injuries, claims, losses or suits arising in out of or in connection with the performance of this LEASE. The Lessor shall be entitled to recover upon such indemnity upon becoming liable and without payment of any claim demand, damages or cost; and Lessee shall defend Lessor (at Lessor's option) against such claim, demand, lawsuit, or liability except if caused by the sole negligence of Lessor.

21. Rights Are Cumulative. The rights of the parties under this LEASE are cumulative, and shall not be construed as exclusive unless otherwise required by law.

22. Default by Lessee. All covenants and agreements contained in this LEASE are conditions to this LEASE. Should Lessee default in the performance of any covenant, condition, or agreement contained in this LEASE, Owner may terminate this LEASE and re-enter and regain possession of the Premises in the manner then provided by the unlawful detainer laws of the State of California.

23. Insolvency of Lessee. The insolvency of Lessee, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, the making of a general assignment by Lessee for the benefit of creditors, or an action taken or suffered

by Lessee under any bankruptcy or insolvency act, shall terminate this LEASE and entitle Owner to re-enter and regain possession of the Premises. The levying of any writ of attachment or writ of execution against Lessee's interest in the Premises or any crops therein, which shall not be satisfied or discharged by Lessee within thirty (30) days from the date of levy or execution, shall terminate this LEASE and entitle Owner to re-enter and regain possession of the Premises.

24. Oil, Gas and Mineral Rights. All rights in any and all minerals, oil, gas, and other hydrocarbons located on or under the Premises are reserved to Owner and are particularly excepted from the property covered by the terms of this LEASE. Lessee hereby grants to Owner, Owner's agents and licensees, and lessees of these rights, a right of entry and right of way for access to the Premises for the exploration, drilling, and mining of minerals, gas, oil, and other hydrocarbons on or under the Premises. Owner, however, shall reimburse Lessee for any interference with the quiet enjoyment or agricultural operations on the Premises arising from exploration, drilling, or mining operations performed by Owner, Owner's agents and licensees, and lessees of these rights.

25. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this LEASE or by law to be served on or given to either party to this LEASE by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties hereto as follows:

Lessee: Woods Family Farms, LLC  
12416 E. Swanson Avenue  
Kingsburg, CA 93631

Owner: Selma-Kingsburg-Fowler  
County Sanitation District  
Attn: Veronica Cazares, Interim General Manager  
P.O. Box 158  
11301 E. Conejo Avenue  
Kingsburg, CA 93631

Either party may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

26. Integration. This instrument constitutes the sole and only agreement between Owner and Lessee respecting the Premises, and correctly sets forth the obligations of Owner and Lessee to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this instrument are null and void.

27. Severability. If any portion of this LEASE shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this LEASE is invalid or unenforceable, but that by limiting such

provision it would become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

28. Law Governing. This LEASE and the rights and duties (both procedural and substantive) of the parties hereunder shall be governed and interpreted exclusively by the provisions hereof and by the laws of the State of California.

29. Effect on Heirs and Successors. This LEASE and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this LEASE. Nothing contained in this paragraph shall be construed as consent by Owner to any assignment of this LEASE or any interest therein by Lessee except as may be provided in this LEASE.

30. Time of Essence. Time is of the essence of this LEASE and of each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this LEASE.

31. Attorneys' Fees. If any litigation is commenced between the parties to this LEASE concerning the Premises, this LEASE, or the rights and duties of either party in relation to the Premises or the LEASE, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney's fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.

32. Amendment. This LEASE may be amended only by the written agreement of the parties hereto duly executed by the party to be bound by the amendment.

33. Waiver. The waiver by Owner of any breach by Lessee of any of the provisions of this LEASE shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this LEASE.

34. Execution. This LEASE may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same LEASE. Separate counterparts of this LEASE may separately be executed by Lessee and Owner, all with the same force and effect as though the same counterpart had been executed by both Lessee and Owner.

35. Relationship of Parties. The relationship between Lessor and Lessee shall always and only be that of lessor and lessee. Lessee shall never at any time during the term of the LEASE become the agent of Lessor, and Lessor shall not be responsible for the act or omissions of Lessee or its agents.

\* \* \* \* \*

[Remainder of this page intentionally left blank]

EXECUTED on \_\_\_\_\_, 2022 at Kingsburg, Fresno County, California.

LESSEE:

---

Mark Woods Sr.  
Woods Family Farms, LLC

OWNER:

SELMA-KINGSBURG-FOWLER  
COUNTY SANITATION DISTRICT

By: \_\_\_\_\_  
Veronica Cazares., Interim General Manager/  
Secretary of the Board of Directors of the  
Selma-Kingsburg-Fowler  
County Sanitation District

**EXHIBIT “A”**

**THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**ASSESSOR’S PARCEL NUMBER 393-330-11T**

**THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**ASSESSOR’S PARCEL NUMBER 393-211-04ST**

**THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**ASSESSOR’S PARCEL NUMBER 393-211-07T**

**THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, COUNTY OF FRESNO, STATE OF CALIFORNIA AS TO THE OFFICIAL PLAT THEREOF.**

**ASSESSORS PARCEL NO. 393-211-09T**

**THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.**

**ASSESSOR’S PARCEL NUMBER 393-211-15T**



**STAFF REPORT**

(September 14, 2022 Board Meeting)

To: S-K-F CSD Board of Directors  
From: Craig Perry, Operations Supervisor

Agenda Item: 6-B  
Action: Motion

**SUBJECT:**

Award of Contract for In-Plant “On-Call” General Engineering Services to Herwit Engineering

**RECOMMENDATION:**

Approve a three-year contract with Herwit Engineering for In-Plant On-Call engineering services for a not to exceed an amount of \$210,000.00 and authorize the Interim General Manager to execute the contract.

**EXECUTIVE SUMMARY**

District staff solicited Request for Proposals (RFP) for In-Plant “On-Call” General Engineering Services. The RFP consisted of a description of as needed services and future projects. The District received one submission to the RFP from Herwit Engineering, Clayton, CA.

Staff recommends that the Board award a three-year contract to Herwit Engineering at a not to exceed cost of \$210,000.00 for on-call engineering services and projects identified in the RFP. The RFP requested costs for the specific projects listed on the Memo and for on-call services. The following reflects the cost of the specific projects in the amount of \$92,500 leaving a balance of \$117,500 for other work to be performed:

- Specific Projects
  - WWTP O&M manual update \$59,100
  - Disposal pond capacity update \$ 5,400
  - Emergency power feasibility study \$28,000Total: \$92,500
  
- On Call Services
  - Provide as needed engineering and staff support in the planning, design, construction of projects at the wastewater treatment plant.
  - Assist the District in complying with the Districts General Waste Discharge Order from the State Water Resources Control Board (SWRCB).
  - Coordination with federal, state, and local agencies on regulatory issues and compliance.
  - Other identified tasks.

District staff has reached out to Discovery Bay and El Dorado Irrigation District for reference. Both were positive, citing accuracy and timely completion of requests. Additionally, past services provided for SKFCSD have been overwhelmingly positive. District staff has worked with Herwit Engineering for several years on projects and is satisfied with the quality of work and responsiveness.

Attachment: Agreement

**CONSULTING SERVICES AGREEMENT BETWEEN  
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND  
Herwit Engineering**

This Consulting Services Agreement (“Agreement”) is made and entered into effective the 1st day of October, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and Herwit Engineering (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 requires periodic engineering review of the facilities for functionality, replacement, and improvements or expanded capacity.

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

E. The DISTRICT has issued a Request for Proposals (RFP) for On-call Engineering Consulting Services for the wastewater treatment plant (WWTP).

F. CONSULTING ENGINEER is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement, has submitted a proposal in response to the RFP, and hereby represents that it is professionally capable of performing the services called for in this Agreement.

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

H. The DISTRICT desires to execute a three year agreement.

**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. Gregory Harris shall be the key person providing the Scope of Services. In the event Gregory Harris 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 October 1, 2022, and expire on October 1, 2025.

3. Compensation.

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

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

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to 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 C or as may be authorized, and any additional insurance as may be required, in writing by General Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, 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**

**NAME**

By: \_\_\_\_\_  
Veronica Cazares, PE

By: \_\_\_\_\_

Interim General Manager

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Any Applicable Professional License:  
Number: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Issue: \_\_\_\_\_

## EXHIBIT A—SCOPE OF SERVICES

On-Call engineering services includes the following:

- WWTP O&M Manual Update,
- Disposal Pond Capacity Update,
- Emergency Power Feasibility Study
- Maintaining contact with recent project contractors at the listed or other on-call engineering services needed by District staff.
- Provide consulting and professional services including project planning, design, engineering and drafting services as needed by wastewater treatment plant or related systems.
- Assist with bid process by providing preparation of cost estimates, plans and specifications, engineering services, construction management, including final walk through and punch list item for projects.
- Provide general engineering services or feasibility studies to maintain State Water Resources Control Board (SWRCB) permit limits and populate volume, flow or electrical demand data as needed.
- Provide staff support as needed for proposed projects.

**EXHIBIT B—PAY SCHEDULE**  
(Attached)

WWTP O&M manual update	\$59,100
Disposal Pond capacity update	\$5,400
Emergency power feasibility study	\$28,000
On-call engineering services	\$117,500
<b>Total Not to exceed</b>	<b>\$210,000</b>

HERWIT ENGINEERING  
7/01/22 - 6/30/23 FEE SCHEDULE

<b><u>Personnel</u></b>	<b><u>Hourly Rate</u></b>
Engineering (Process, Mechanical, Civil)	\$225.00
Drafting	\$115.00
Word Processing	\$100.00
 <b><u>Subconsultants</u></b>	
Engineering (Electrical - Structural)	\$170.00
Other Direct Costs	
Travel, \$/mi	Federal Rate
Subconsultants	Cost+10%
Internal Printing	@ direct cost
Misc. travel and other indirect expenses	@ direct cost

**EXHIBIT C—INSURANCE REQUIREMENTS**

(Attached)



### **Insurance Requirements for Professional Services**

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

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

### ***Primary Coverage***

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

### ***Notice of Cancellation***

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

### ***Waiver of Subrogation***

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

### ***Self-Insured Retentions***

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

### ***Acceptability of Insurers***

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

### ***Claims Made Policies***

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

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

### ***Verification of Coverage***

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

***Subcontractors***

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

***Special Risks or Circumstances***

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