

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

**REGULAR MEETING OF BOARD OF DIRECTORS**

**AUGUST 8, 2024**

**4:00 P.M.**

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

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

**DIRECTORS**

Nathan Magsig

Juan Mejia

Vince Palomar

Scott Robertson, Vice Chair

Buddy Mendes, Chairman

**STAFF and CONSULTANTS**

Veronica Cazares, General Manager/ Secretary

Alicia Kirk, Executive Assistant to the G.M.

Tricia Miller, Administrative Services/HR Manager

Hilda Cantú Montoy, General Counsel

Craig Perry, Chief Plant Operator

David Bacon, Information Systems Analyst

**2. APPROVAL OF AGENDA**

Additions, deletions, substitutions, and adoption of agenda

**3. PUBLIC FORUM**

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

**4. CONSENT CALENDAR**

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

A. Minutes of July 11, 2024, Board Meeting. *(p.1)*

B. Warrant List Reports of. July 3, 2024, July 17, 2024, July 31, 2024 *(p.4)*

C. Cash Activity Report of July 31, 2024 *(p.8)*

## **5. NEW BUSINESS**

- A. Subject: Award of Contract regarding Request for Proposals Regarding Engineering and Supplemental Staff Services. *(p.11)*

Recommendation: That the Board approve a one-year agreement with Precision Engineering for Engineering and Supplemental Staff Services in the amount of \$205,000 and authorize the General Manager to execute the agreement.

- B. Subject: Amendment to the Professional Services Agreement with Auditor Sampson, Sampson & Patterson LLP for Auditing Services for Fiscal Years Ending June 30<sup>th</sup> of 2024, 2025, and 2026. *(p.33)*

Recommendation: That the Board approve Amendment No. 1 to the Professional Services Agreement for Audit Services with Sampson, Sampson, & Patterson, LLP for fiscal year ending June 30, 2024, for \$24,025, for fiscal year ending June 30, 2025, for \$24,625, and for fiscal year ending June 30, 2026, for \$25,125 and authorize the General Manager to execute the Amendment.

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

## **7. GENERAL MANAGER REPORTS**

## **8. ADJOURNMENT**

Motion to Adjourn

Next Regular Meeting: Thursday, September 11, 2024, at 4:00 p.m.

Next Ordinance: 2024-03

Next Resolution: 2024-15

**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)

**ADA COMPLIANCE AND REASONABLE ACCOMMODATIONS POLICY.** The District has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and

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

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

**MINUTES OF THE BOARD MEETING OF DIRECTORS**

**JULY 11, 2024**

**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 Chairman Mendes

**DIRECTORS**

Nathan Magsig (A)  
Juan Mejia (P)  
Vince Palomar (P)  
Scott Robertson, Vice Chair (P)  
Buddy Mendes, Chairman (P)

**STAFF AND CONSULTANTS**

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

**APPROVAL OF AGENDA**

There being no comment from the public, a motion to approve the agenda of the Board meeting of June 13, 2024, was made by Director Mejia, seconded by Director Palomar and approved by a unanimous voice vote:

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

NO:

ABSENT: Director Magsig

ABSTAIN:

**PUBLIC FORUM**

None

**PRESENTATIONS**

- A. Subject: Valley Regional Occupational Program-District Job Shadowing Training Program. Brianna Capetillo, Anthony Delgado, Xavier Jasso, Sonia Pacheco, Angel Vasquez.

The Students gave the Board of Directors a Power Point Presentation of the time spent at SKF with the different departments. This is the 6<sup>th</sup> year of Partnership between the District and Valley ROP.

B. Subject: Introduction of Richard Craig Jr. Assistant Plant Operations Supervisor

Chief Plant Operator Craig Perry introduced his new Assistant Supervisor to the Board of Directors.

**CONSENT CALENDAR**

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

- A. Minutes of June 13, 2024, Regular Board Meeting *(p.1)*
  
- B. Minutes of March 27, 2024, PAC meeting and Minutes of October 11, 2023, PAC meeting *(p.7)*
  
- C. Warrant List Reports of, June 5, 2024, June 19, 2024, June 26, 2024 *(p.14)*
  
- D. Cash Activity Report of, June 30, 2024 *(p.18)*
  
- E. Subject: Agreement for Special Services between SKF and Liebert, Cassidy, Whitmore *(p.20)*

Recommendation: That the Board approve Amendment No. 1 legal services agreement with Liebert Cassidy Whitmore to update fee schedule.

- F. Subject: Resolution No. 2024-14, A Resolution of the Selma-Kingsburg-Fowler County Sanitation District Board of Directors adopting CalPERS delegation of authority to request disbursements California Employers' Retiree Benefit Trust (CERBT). *(p.24)*

Recommendation: That the Board adopt Resolution No. 2024-14, A Resolution Delegating Authority to Request Disbursements for the California Employers' Retiree Benefit Trust (CERBT) to the General Manager and Administrative Services/HR Manager.

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

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

**NEW BUSINESS**

A. Subject: Aeration Basin 3 Neuros NX 3 Motor and Compressor Replacement (p.28)

Recommendation: That the Board consider authorizing the purchase of the Neuros NX 3 Motor and Compressor in the amount of \$64,977.78.

18 months ago, the District lost a Neuros motor and compressor. District Staff will be replacing it effectively, saving the District money, and the warranty will stay in effect, as a representative from the company will be on-site. This will be a rebuild as a new motor and compressor around \$280,000.

There being no comment from the public, a motion to authorize the purchase of the Neuros NX 3 Motor and Compressor in the amount of \$64,977.78 was made by Director Robertson, seconded by Director Mejia and approved by a unanimous voice vote:

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

**BOARD MEMBER COMMUNICATION/AGENDA ITEMS**

Director Mejia commended GM Cazares for monthly meetings (Fowler)

**GENERAL MANAGER REPORTS**

- A. Touch a Truck Happy Day School Event on June 3, 2024.
- B. PAC Meeting on July 3, 2024.

These items are informational.

**ADJOURNMENT**

There being no further business to come before the Board, Chairman Mendes declared the meeting adjourned on a motion made by Director Mejia, and seconded by Director Palomar, and approved by a unanimous voice vote at 4:26 p.m.

Respectfully submitted,

Approved,

\_\_\_\_\_  
Veronica Cazares, General Manager

\_\_\_\_\_  
Buddy Mendes, Chaiman of the Board

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

**July 03, 2024**

**WARRANT LIST**

|  |  |           |
|--|--|-----------|
| ALLIANT INSURANCE SERVICES               | GENERAL INSURANCE                          | 10,209.00 |
| AMERICAN EXPRESS                         | TRAVEL & TRAINING,OUTREACH,PERMITS,FREIGHT | 3,085.16  |
| ASI                                      | INFORMATION SYSTEMS                        | 375.00    |
| ARNOLD, STEPHEN                          | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| BSK ASSOCIATES                           | EXTERNAL LAB SERVICES                      | 260.00    |
| CALPERS                                  | RETIREMENT                                 | 54,366.83 |
| CALPERS EDUCATION FORUM 2024             | TRAVEL & TRAINING                          | 1,098.00  |
| CALPERS HEALTH                           | HEALTH INSURANCE JULY                      | 40,206.27 |
| CENTRAL VALLEY CULLIGAN, INC.            | DRINKING WATER, LAB SUPPLY                 | 494.65    |
| DAVID MICHEL                             | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| DKF SOLUTIONS GROUP, LLC                 | PROFESSIONAL SERVICES MED & SAFETY         | 470.00    |
| GARY HELM                                | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| HOME DEPOT CREDIT SERVICES               | OUTREACH SUPPLIES, BLDG & GROUNDS MAINT.   | 136.67    |
| JAIME RUIZ                               | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| JAMES HORNE                              | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| JIM OLINGER                              | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| JIMMY GARCIA                             | RETIREE HEALTH REIMBURSEMENT               | 410.87    |
| KRAMER, MATTHEW                          | WELLNESS PROGRAM REIMBURSEMENT             | 40.00     |
| LIEBERT CASSIDY WHITMORE                 | PROFESSIONAL SERVICES MGT & HUM RELATIONS  | 770.50    |
| LUCERO, JULIAN                           | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| MARTIN ALEXANDER DIAZ                    | WELLNESS PROGRAM REIMBURSEMENT             | 40.00     |
| MCCLATCHY LLC                            | LEGAL ADS                                  | 1,242.24  |
| MONTOY LAW CORPORATION                   | PROFESSIONAL LEGAL FEES                    | 2,608.50  |
| MORGAN BROTHERS INC                      | PEST CONTROL                               | 155.00    |
| N&S TRACTOR                              | EQUIPMENT MAINTENANCE                      | 3,296.96  |
| NAPA AUTO PARTS                          | EQUIPMENT MAINTENANCE                      | 35.36     |
| NEW ENGLAND SHEET METAL & MECHANICAL CO. | EQUIPMENT MAINTENANCE                      | 2,256.53  |
| NORTH AMERICAN BENEFITS CO               | LIFE INSURANCE                             | 409.36    |
| PG&E                                     | ELECTRIC UTILITIES                         | 1,474.33  |
| QUADIENT LEASING USA, INC.               | RENT & LEASE EQUIPMENT                     | 717.42    |
| ROBERT CURRIE                            | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| SALLY RODRIGUEZ                          | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| SARA J. STAUNTON                         | RETIREE HEALTH REIMBURSEMENT               | 184.72    |
| SELMA, CITY OF                           | PHARMA KIOSK OUTREACH                      | 173.75    |
| STAPLES BUSINESS CREDIT                  | OFFICE SUPPLIES                            | 105.65    |
| STEVE JENSEN                             | RETIREE HEALTH REIMBURSEMENT               | 167.79    |
| STREAMLINE                               | INFORMATION SYSTEMS                        | 5,964.00  |
| TELETRAC NAVMAN US LTD.                  | COMMUNICATIONS                             | 1,345.48  |
| T-MOBILE USA INC.                        | COMMUNICATIONS                             | 1,106.03  |
| TRANSWESTERN INS ADMIN                   | DENTAL / VISION INSURANCE                  | 857.40    |
| UNWIRED BROADBAND, INC.                  | COMMUNICATIONS                             | 749.99    |
| VALLEY SECURITY ALARM                    | COMMUNICATIONS                             | 750.00    |

**MAS 200 Total Checks**

**\$137,225.94**

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

**July 17, 2024**

**WARRANT LIST**

|  |  |            |
|--|--|------------|
| AMAZON CAPITAL SERVICES                  | INFORMATION SYSTEMS  | 111.39     |
| AT&T MOBILITY                            | COMMUNICATIONS   | 151.41     |
| AT&T/CALNET 3                            | COMMUNICATIONS   | 133.95     |
| BOOT BARN HOLDINGS INC.                  | SAFETY SHOES   | 117.14     |
| BSK ASSOCIATES                           | EXTERNAL LAB SERVICES  | 662.00     |
| CALIFORNIA DEPARTMENT OF TAX & FEE ADMIN | DIESEL TAX, USE TAX  | 1,711.24   |
| CA WOMEN'S CONFERENCE                    | TRAVEL & TRAINING  | 945.00     |
| PETTY CASH                               | OFFICE SUPPLIES, OUTREACH  | 61.93      |
| CDW GOVERNMENT, INC.                     | INFORMATION SYSTEMS  | 3,299.82   |
| COMCAST                                  | INFORMATION SYSTEMS  | 180.91     |
| CSRMA                                    | GENERAL INSURANCE, WORKERS<br>COMP INSURANCE   | 285,580.42 |
| CWEA                                     | MEMBERSHIPS  | 478.00     |
| DATA FLOW SYSTEMS INC.                   | INFORMATION SYSTEMS  | 2,399.56   |
| DATCO                                    | PROF.SERVICES-MED & SAFETY   | 258.00     |
| DAWSON-MAULDIN LLC                       | FY21 SEWER REHAB PROJECTS  | 54,735.35  |
| ERNEST C MENDES                          | DIRECTOR'S FEE   | 127.63     |
| FISHER SCIENTIFIC                        | LABORATORY SUPPLIES  | 138.03     |
| GONZALES, MARK                           | WELLNESS PROGRAM REIMB.  | 40.00      |
| GONZALES, RALPH                          | CERTIFICATION FEE REIMB.   | 103.00     |
| HD SUPPLY INC                            | SAFETY SUPPLY, EQUIPMENT MAINT.  | 1,976.17   |
| HERNANDEZ, FRANK                         | SAFETY SHOES REIMB.  | 222.32     |
| HOME DEPOT CREDIT SERVICES               | OFFICE SUPPLIES, SMALL TOOLS,<br>EQUIPMENT MAINTENANCE   | 1,103.63   |
| JUAN MEJIA                               | DIRECTOR'S FEE   | 127.63     |
| KAMEYA AKEMI COLEMAN                     | CERTIFICATION FEE REIMB.   | 58.00      |
| KINGSBURG, CITY OF                       | WATER UTILITIES  | 64.50      |
| LIEBERT CASSIDY WHITMORE                 | PROF.SERVICES-MGT & HUM REL.   | 59.00      |
| MID VALLEY DISPOSAL                      | WASTE UTILITIES  | 1,110.56   |
| MKN                                      | LIFT STATION NORTH ST., NORTH ST.<br>P/S CONTROL PANEL, CCTV REVIEW,<br>SELMA SEWER REPLACEMENT, SKF<br>COLLECTION SYSTEM PROJECTS | 153,539.61 |
| MONTOY LAW CORPORATION                   | PROFESSIONAL LEGAL SERVICES  | 987.00     |
| NAPA AUTO PARTS                          | EQUIPMENT MAINTENANCE  | 481.26     |
| NELSON'S POWER CENTER                    | EQUIPMENT MAINTENANCE  | 86.69      |
| NELSON'S ACE HARDWARE                    | SAFETY SUPPLY, SMALL TOOLS,<br>EQUIPMENT MAINT., CHEMICALS   | 2,207.78   |
| NORTH AMERICAN BENEFITS CO               | LIFE INSURANCE   | 423.16     |
| PG&E                                     | ELECTRIC UTILITIES   | 10,021.96  |
| POLYDYNE, INC                            | CHEMICALS  | 28,531.57  |
| SCOTT ROBERTSON                          | DIRECTOR'S FEE   | 127.63     |
| SELMA, CITY OF                           | OUTREACH PHARMA KIOSK  | 173.75     |
| SILVAS OIL CO. INC.                      | FUEL   | 1,612.41   |
| SOTO, ROBERT                             | TRAVEL & TRAINING REIMB.   | 86.00      |
| THE BUSINESS JOURNAL                     | NOTICE AD PRINTING   | 325.00     |
| THE GAS CO                               | GAS UTILITIES  | 55.98      |
| TOSHIBA FINANCIAL SERVICES               | COPIER LEASES  | 5 740.03   |



TRANSWESTERN INS ADMIN  
VESTIS  
VINCE PALOMAR  
WORKFORCE GO!

|                           |          |
|---------------------------|----------|
| DENTAL / VISION INSURANCE | 1,839.51 |
| UNIFORMS,MATS,MOPS,TOWELS | 1,719.03 |
| DIRECTOR'S FEE            | 127.63   |
| INFORMATION SYSTEMS       | 150.00   |

**MAS 200 Total Checks**

**\$559,192.59**

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

**July 31, 2024**

**WARRANT LIST**

|                                     |   |           |
|-------------------------------------|---|-----------|
| ALICIA KIRK                         | WELLNESS PROGRAM REIMB.                         | 40.00     |
| AMAZON CAPITAL SERVICES             | OFFICE SUPPLIES, INFORMATION SYSTEMS            | 661.10    |
| AMERICAN EXPRESS                    | TRAVEL & TRAINING, POSTAGE                      | 2,691.33  |
| ANDERSON & BALLOU INC.              | COLLECTIONS REPAIRS & MAINTENANCE               | 46,200.00 |
| BSK ASSOCIATES                      | EXTERNAL LAB SERVICES                           | 1,026.00  |
| CALIFORNIA WATER SERVICE            | WATER UTILITIES                                 | 66.20     |
| CALPERS HEALTH                      | HEALTH INSURANCE AUGUST                         | 44,376.48 |
| CWEA                                | MEMBERSHIPS                                     | 239.00    |
| DALE BRISCO INC.                    | EQUIPMENT MAINTENANCE                           | 136.05    |
| DATA FLOW SYSTEMS INC.              | EQUIPMENT MAINTENANCE, INFORMATION SYSTEMS      | 1,851.05  |
| DOPUDJA & WELLS CONSULTING INC.     | COLLECTIONS SYSTEM MASTER PLAN UPDATE           | 11,020.00 |
| E.G. BABCOCK COMPANY                | EQUIPMENT MAINTENANCE                           | 189.62    |
| ENVIRONMENTAL LEVERAGE INC.         | CHEMICALS                                       | 375.00    |
| FISHER SCIENTIFIC                   | LABORATORY SUPPLIES                             | 338.34    |
| GARTON TRACTOR INC.                 | EQUIPMENT MAINTENANCE                           | 1,208.53  |
| GOLDEN STATE MECHANICAL             | EQUIPMENT MAINTENANCE                           | 1,405.78  |
| HD SUPPLY INC                       | EQUIPMENT MAINTENANCE                           | 323.21    |
| HOME DEPOT CREDIT SERVICES          | EQUIPMENT MAINTENANCE, BLDG & GROUNDS MAINT.    | 253.66    |
| ISAGUIRRE, RICARDO                  | CERTIFICATION FEE REIMBURSEMENT                 | 106.00    |
| JENSEN & PILEGARD                   | EQUIPMENT MAINTENANCE, SMALL TOOLS              | 191.63    |
| KINGS MEDICAL CENTER                | PROF. SERVICES: MED & SAFETY                    | 95.00     |
| LIGHTHOUSE ELECTRICAL INC.          | EQUIPMENT MAINTENANCE                           | 4,200.00  |
| NAPA AUTO PARTS                     | AUTO MAINTENANCE, SMALL TOOLS, EQUIPMENT MAINT. | 419.63    |
| NELSON'S ACE HARDWARE               | EQUIPMENT MAINTENANCE                           | 59.64     |
| O'REILLY AUTO PARTS                 | AUTO MAINTENANCE                                | 243.69    |
| PG&E                                | ELECTRIC UTILITIES                              | 57,167.02 |
| PIONEER RESEARCH                    | CHEMICALS                                       | 18,655.71 |
| PROCLEAN SUPPLY                     | BLDG & GROUNDS MAINT, OFFICE & SAFETY SUPPLY    | 22.64     |
| PROFESSIONAL COMMUNICATIONS NETWORK | COMMUNICATIONS                                  | 60.00     |
| RANDY CABALLERO                     | WELLNESS PROGRAM REIMB., SAFETY SHOE REIMB.     | 265.00    |
| SILVAS OIL CO. INC.                 | FUEL  | 2,720.51  |
| SOTO, ROBERT                        | SAFETY SHOE REIMBURSEMENT                       | 225.00    |
| SUPERIOR POOL PRODUCTS, LLC         | CHEMICALS                                       | 5,578.29  |
| TELSTAR INSTRUMENTS, INC.           | EQUIPMENT MAINTENANCE                           | 3,105.94  |
| TINT MASTER KINGSBURG               | AUTO MAINTENANCE                                | 400.00    |
| T-MOBILE USA INC.                   | COMMUNICATIONS                                  | 1,106.09  |
| TRANSWESTERN INS ADMIN              | DENTAL / VISION INSURANCE                       | 381.67    |
| UNWIRED BROADBAND, INC.             | COMMUNICATIONS                                  | 749.99    |
| VESTIS                              | UNIFORMS, MATS, MOPS, TOWELS                    | 1,795.84  |
| VIDEO INSPECTION SPECIALISTS        | COLLECTIONS REPAIRS & MAINTENANCE               | 8,639.04  |
| WORKFORCE GO!                       | INFORMATION SYSTEMS                             | 150.00    |

**MAS 200 Total Checks**

**\$218,739.68**

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

| Cash Account Description                     | End of Month Cash Balance<br>June 30, 2024 | End of Month Cash Balance<br>July 31, 2024 |
|--|--|--|
| Cash in Treasury: Operations & Maintenance   | \$ 5,721,311.82                            | \$ 5,006,047.94                            |
| Cash in Bank: Operations & Maintenance       | \$ 28,404.88                               | \$ 329,683.50                              |
| Cash in Bank: Payroll                        | \$ 111,170.65                              | \$ 18,702.95                               |
| Petty Cash                                   | \$ 700.00                                  | \$ 700.00                                  |
| Total Operations & Maintenance               | \$ 5,861,587.35                            | \$ 5,355,134.39                            |
|  |  |  |
| Cash in County Treasury:Expansion            | \$ 5,601,597.99                            | \$ 5,598,097.36                            |
|  |  |  |
| Cash in County Treasury: R&R                 | \$ 7,533,302.44                            | \$ 7,528,794.74                            |
|  |  |  |
| Cash in County Treasury:Selma                | \$ 1,814,835.10                            | \$ 1,763,459.91                            |
| Cash in County Treasury: Selma SWRCB Reserve | \$ 270,991.10                              | \$ 271,045.53                              |
| Total Selma                                  | \$ 2,085,826.20                            | \$ 2,034,505.44                            |
|  |  |  |
| Cash in County Treasury:Kingsburg            | \$ 3,335,437.54                            | \$ 3,257,674.43                            |
|  |  |  |
| Cash in County Treasury:Fowler               | \$ 1,933,409.66                            | \$ 1,866,024.07                            |
|  |  |  |
| Total Cash Balance                           | \$ 26,351,161.18                           | \$ 25,640,230.43                           |

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT  
WARRANT LIST & SALARY AND FRINGE BENEFIT EXPENDITURE SUMMARY  
FOR THE MONTH ENDED JULY 31, 2024

SERVICE AND SUPPLIES EXPENDITURES:

|   |           |               |
|---|-----------|---------------|
| WARRANT LIST ENDING                     | 7/3/2024  | \$ 137,225.94 |
| WARRANT LIST ENDING                     | 7/17/2024 | \$ 559,192.59 |
| WARRANT LIST ENDING                     | 7/31/2024 | \$ 218,739.68 |
|   |           | \$ 915,158.21 |
| TOTAL SERVICE AND SUPPLIES EXPENDITURES |           | \$ 915,158.21 |

SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES

TOTAL SALARIES PERIOD ENDING:

|                               |           |               |
|-------------------------------|-----------|---------------|
| SALARIES                      | 6/30/2024 | \$ 103,352.82 |
| EMPLOYER CONTRIBUTIONS (PERS) | 6/30/2024 | \$ 10,293.26  |
| EMPLOYER TAXES                | 6/30/2024 | \$ 1,352.86   |
| HEALTH INSURANCE              | 6/30/2024 | \$ 14,529.35  |
|                               |           | \$ 129,528.29 |

TOTAL SALARIES PERIOD ENDING:

|                               |           |               |
|-------------------------------|-----------|---------------|
| SALARIES                      | 7/14/2024 | \$ 106,635.81 |
| EMPLOYER CONTRIBUTIONS (PERS) | 7/14/2024 | \$ 10,681.96  |
| EMPLOYER TAXES                | 7/14/2024 | \$ 1,401.17   |
| HEALTH INSURANCE              | 7/14/2024 | \$ 14,529.35  |
|                               |           | \$ 133,248.29 |

|  |  |               |
|--|--|---------------|
| TOTAL SALARIES, PERS, TAXES, & HEALTH INSURANCE EXPENDITURES |  | \$ 262,776.58 |
|--|--|---------------|

|  |             |                 |
|--|-------------|-----------------|
|  | GRAND TOTAL | \$ 1,177,934.79 |
|--|-------------|-----------------|

**MEMORANDUM**  
(August 8, 2024, Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, General Manager  
Date Prepared: July 24, 2024

Agenda Item: 5-A  
Action: Motion

**SUBJECT**

Award of Contract regarding Request for Proposals Regarding Engineering and Supplemental Staff Services.

**RECOMMENDATION**

That the Board approve a one-year agreement with Precision Engineering for Engineering and Supplemental Staff Services in the amount of \$205,000 and authorize the General Manager to execute the agreement.

**EXECUTIVE SUMMARY**

Request for proposals was sent out in early April 2024 and was advertised in the Fresno Business Journal and Central Valley Builders Exchange. The submission date for the request for proposals was May 8, 2024. One submission was received from Precision Engineers, Fresno CA.

The request for proposals was issued to select a firm to serve as Consultant Engineer and provide ongoing professional engineering services and supplemental staff service on an as needed basis. The selected Consultant will provide the District with qualified temporary staffing to assist the Engineering Department with services related to development engineering, front counter operations, processing of development applications, capital project and consultant management, construction inspections, coordination of work performed by the District Engineering Technicians.

The District and Precision Engineers met and discussed the needs of the District. Currently, the District Engineer position has not been filled. Precision Engineers would be providing support onsite for 20 hours a week.

**CONSULTING SERVICES AGREEMENT BETWEEN  
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT AND  
PRECISION CIVIL ENGINEERING**

This Consulting Services Agreement (“Agreement”) is made and entered into effective on August 12, 2024, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “DISTRICT”) and Precision Civil Engineering, Fresno CA (hereinafter referred to as “CONSULTANT”).

**RECITALS**

A. DISTRICT operates and maintains a 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 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 the Professional Engineering and Supplemental Staff.

F. CONSULTANT is a duly licensed and qualified engineering firm comprised of principals and employees who are experienced in matters connected with this Agreement, has submitted a proposal 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 CONSULTANT perform services described under the Scope of Services of this Agreement and CONSULTANT desires to perform those services.

**AGREEMENT**

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

1. Scope of Services. CONSULTANT shall perform to the satisfaction of DISTRICT the services described in **Exhibit A**. Jared Linney shall be the person assigned to provide the Weekly Staffing In-House services described in Exhibit A. This person shall be known as “Consulting Engineer” at DISTRICT. In the event Jared Linney is unable to perform the Services, CONSULTANT shall immediately notify District Engineer of the DISTRICT. In such event,

DISTRICT shall have sole discretion to terminate the Agreement under Section 4 of this Agreement.

2. Term of Agreement and Time for Performance. The term of this Agreement shall commence on August 12, 2024 and expire on August 11, 2025.

3. Compensation.

District shall pay for services performed satisfactorily under this Agreement pursuant to the amounts and schedules set forth in Exhibit B which is incorporated herein by reference.

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

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

4. Termination.

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.

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.

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

This Agreement shall terminate without any liability of DISTRICT to CONSULTANT upon: (i) CONSULTANT's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; or (ii) DISTRICT's non-appropriation of funds sufficient to meet its obligations hereunder during any DISTRICT fiscal year of this Agreement.

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

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.

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

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

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

Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the General Manager. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of DISTRICT, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of DISTRICT, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other



information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to DISTRICT.

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

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

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

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

7. Responsibility of District. The DISTRICT shall:

- a. Provide full information as to requirement for work performed under this Agreement.
- b. Assist CONSULTANT by placing at its disposal available information pertinent to the work performed including previous reports and other data, all of which CONSULTANT may rely upon in performing the services agreed upon.
- c. Obtain permission for access to and make all provisions for CONSULTANT to enter upon, public and private property as required for CONSULTANT to perform services under this Agreement.

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

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

This section shall survive termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the General Manager, in advance and in writing. Notwithstanding any approval given by the General Manager under this provision, CONSULTANT shall remain responsible for complying with Section 10(a) above.

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

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

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

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

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

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

13. Independent Contractor.In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of DISTRICT for any purpose. DISTRICT shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof. This Section 13 explicitly applies to the Consulting Engineer providing In-House Services as well as others assigned by CONSULTANT to perform work for the DISTRICT.

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

Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available

to DISTRICT employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend, and save DISTRICT harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in DISTRICT employment benefits, entitlements, programs and/or funds offered employees of DISTRICT whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to DISTRICT or to this Agreement.

14. Notices. 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.

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

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

16. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

17. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the

filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

18. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

19. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

20. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

21. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

22. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

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

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

26. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both DISTRICT and CONSULTANT.

27. Counterparts.

***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  
General Manager

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

\_\_\_\_\_  
Title

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

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

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

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

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

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation
- Exhibit C – Insurance Requirements



**EXHIBIT A—SCOPE OF SERVICES**

(Attached)

## **SCOPE OF BASIC SERVICES**

### **1. Weekly Staffing (In-House)**

PCE will provide SKFCSD (SCF) with 20 hours/week of in-house engineering support at SKF. PCE will assign one lead person to provide the in-house services to the District. The primary person assigned to the District office is Jared Linney. In the event the primary person is not available, [add name and position title] will provide in-house services. The person assigned shall be referred to in the District as “Consultant Engineer.”

The services to be provided by Consultant Engineer include the following which will be assigned by the General Manager to augment engineering services for the District on an as needed basis:

- Work on various District projects.
- Meeting with member city representative.
- Managing consultants.
- Review of comments prepared by Engineering Technicians,
- Preparation of comments for sewer inquiries, applications, site plan reviews, planning meetings, sewer master plan information.
- Issuance of sewer connection permits.
- Response to general inquiries from applicants regarding sewer service.
- Sewer Master Plan information.
- Addressing complaints by stakeholders and customers.
- Maintain District records in an organized manner.
- Maintain a record of work performed.
- Masterplan Review and Update Sewer Management Plan based on the Audit Plan.

The Consultant Engineer will be present Tuesday, Wednesday, Thursday (800AM-200PM). While onsite the District will provide office space and basic equipment such as desk, copier, printer, generic email and phone. Consultant shall use own computer, phone, writing utensils, and email.

### **2. Construction Standards Update**

PCE will review and comment on the District’s construction standards. PCE will provide support on revising standards when deemed necessary.

### **3. Engineering Tasks Overflow**

PCE will provide support on engineering services on a time and materials basis that exceeds the weekly 20 office hours. Initial services include:

- Construction Inspection
- Subdivision Review
- CCTV (GIS)
- Other Miscellaneous Assignments

### **III. ADDITIONAL SERVICES**

The District will confer with Consultant Engineer regarding the following which may be requested by District;

- Land Surveying
- Planning and Environmental Consulting
- Construction Management

**EXHIBIT B—COMPENSATION SCHEDULE**

(Attached)

## COMPENSATION

- |   |                        |
|---|------------------------|
| 1. Weekly Staffing (In-House):          | \$180,000              |
| 2. Construction Standards Update:       | \$ 25,000              |
| 3. Engineering Services Tasks Overflow: | per Municipal Schedule |
| 4. Additional Services:                 | per Municipal Schedule |

## 2024 MUNICIPAL SCHEDULE OF CONDITIONS

## 2024 MUNICIPAL SCHEDULE OF CONDITIONS

|  |               |   |                |
|--|---------------|---|----------------|
| Senior Principal/Principal                     | \$ 300.00/Hr. | High-Definition Scanner                   | \$ 285.00/Hr.  |
| Planning Manager                               | \$ 220.00/Hr. | Registration/Fly-Through                  | \$ 140.00/Hr.  |
| Senior Designer/Professional Engineer          | \$ 260.00/Hr. | 3-Man Survey Crew or GPS                  | \$ 280.00/Hr.  |
| Senior Project Manager/Licensed Civil Engineer | \$ 230.00/Hr. | 2-Man Survey Crew or Robotic              | \$ 240.00/Hr.  |
| Project Manager                                | \$ 200.00/Hr. | 1-Man Survey Crew                         | \$ 200.00/Hr.  |
| Project Engineer II                            | \$ 165.00/Hr. | 3-Man Survey Crew or GPS (Prevailing)     | \$ 395.00/Hr.* |
| Project Engineer I                             | \$ 145.00/Hr. | 2-Man Survey Crew or Robotic (Prevailing) | \$ 350.00/Hr.* |
| Senior CAD Technician                          | \$ 130.00/Hr. | 1-Man Survey Crew (Prevailing)            | \$ 225.00/Hr.* |
| CAD Technician II                              | \$ 120.00/Hr. | Landscape Architect                       | \$ 180.00/Hr.  |
| CAD Technician I                               | \$ 105.00/Hr. | Environmental Specialist                  | \$ 140.00/Hr.  |
| Principal Planner                              | \$ 180.00/Hr. | Biologist                                 | \$ 170.00/Hr.  |
| Senior Planner                                 | \$ 160.00/Hr. | Senior Construction Manager               | \$ 180.00/Hr.  |
| Senior Associate Planner                       | \$ 135.00/Hr. | Construction Manager                      | \$ 165.00/Hr.  |
| Associate Planner                              | \$ 120.00/Hr. | Construction Inspector                    | \$ 140.00/Hr.  |
| Assistant Planner                              | \$ 105.00/Hr. | QSP Trained Inspector                     | \$ 135.00/Hr.  |
| Professional Licensed Surveyor                 | \$ 230.00/Hr. | Expert Witness (Deposition)               | \$ 340.00/Hr.  |
| Survey Manager                                 | \$ 180.00/Hr. | Expert Witness (Trial)                    | \$ 420.00/Hr.  |
| Project Surveyor/LSIT                          | \$ 160.00/Hr. | Clerical                                  | \$ 80.00/Hr.   |
| Technical Analyst/GIS Specialist               | \$ 150.00/Hr. | Mileage                                   | \$ 0.700/Mile  |

\*Rates denote prevailing wage rate.



**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.

**MEMORANDUM**  
(August 8, 2024, Board Meeting)

To: S-K-F CSD Board of Directors  
From: Veronica Cazares, General Manager  
Date Prepared: July 12, 2024

Agenda Item: 5-B  
Action: Motion

**SUBJECT**

Amendment to the Professional Services Agreement with Auditor Sampson, Sampson & Patterson LLP for Auditing Services for Fiscal Years Ending June 30<sup>th</sup> of 2024, 2025, and 2026.

**RECOMMENDATION**

That the Board approve Amendment No. 1 to the Professional Services Agreement for Audit Services with Sampson, Sampson, & Patterson, LLP for fiscal year ending June 30, 2024, for \$24,025, for fiscal year ending June 30, 2025, for \$24,625, and for fiscal year ending June 30, 2026 for \$25,125 and authorize the General Manager to execute the Amendment.

**EXECUTIVE SUMMARY**

In July 2021, staff solicited competitive proposals from qualified accounting firms to provide auditing services for the District. The District Board approved entering into an agreement effective August 2021 with Sampson, Sampson & Patterson LLP for audit services for fiscal years ending on June 30, 2021, June 30, 2022, and June 30, 2023. They have fulfilled the agreement provisions. The District notes that the term and time for performance of the existing agreement had an effective date through June 30, 2023, conflicted with the fiscal years to be audited, which was through fiscal year ending June 30, 2023. The time for performance of the existing agreement should be June 30, 2024, to account for completion of the June 30, 2023, fiscal year audit. Under Amendment No. 1:

- Services for FY ending June 30, 2024, will be performed by June 30, 2025 (Year 1 of Agreement)
- Services for FY ending June 30, 2025, will be performed by June 30, 2026 (Year 2 of Agreement)
- Services for FY ending June 30, 2026 will be performed by June 30, 2027 (Year 3 of Agreement)

The District wants to extend the agreement for the next three fiscal years for a total of six years which is the maximum allowable number of years for audit services.

Attachments: Amendment No. 1, Audit Fee Schedule from Sampson, Sampson & Patterson LLP.

**AMENDMENT NO. 1  
PROFESSIONAL SERVICES AGREEMENT BETWEEN  
SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT  
AND SAMPSON, SAMPSON & PATTERSON, LLP FOR AUDITING SERVICES FOR  
FISCAL YEARS ENDING JUNE 30<sup>TH</sup> OF 2024, 2025, 2026**

This Amendment No. 1 to Professional Services Agreement (“Agreement”) is made and entered into effective the 8<sup>th</sup> day of August 2024, by and between the Selma-Kingsburg-Fowler County Sanitation District (hereinafter referred to as “District”) and Sampson, Sampson & Patterson, LLP, a Professional Corporation (hereinafter referred to as “Consultant”).

**RECITALS**

WHEREAS, the District and Consultant entered into Professional Service Agreement (“Agreement”) effective August 30, 2021; and

WHEREAS, on August 30, 2021, the District and Firm entered into a Professional Services Agreement.

WHEREAS, the Agreement provided that Firm will provide audit services for fiscal years ending June 30<sup>th</sup> of 2021, 2022, 2023; and

WHEREAS, Section 2 of the Agreement “Term of Agreement and Time for Performance” inadvertently stated that the term expired on June 30, 2023, instead of June 30, 2024 which would allow for completing the FY 2023 Audit; and

WHEREAS, the Firm has completed the FY 2021, 2022, and 2023 audits and fulfilled the agreement provisions, and

Whereas, the August 30, 2021 Agreement term of agreement and time for performance is June 30, 2024.

WHEREAS, the parties wish to extend the Agreement for an additional three years.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. The Scope of Services in the Agreement set forth in Exhibit A thereto is amended by adding the following language to read as follows: “Contractor will audit the basic financial statements of the District as of and for the years ending June 30, 2024, June 30, 2025, and June 30, 2026.
2. Section 2 Term of Agreement and Time for Performance of the Agreement is hereby amended to read as follows:

The Agreement shall be effective from the date first set forth above (“Effective Date”) and shall continue in full force and effect through June 30, 2027.

3. Section 3(a) Compensation of the Agreement is hereby amended to read as follows:

CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be \$24,025 for FY ending June 30, 2024, \$24,625 for FY ending June 30, 2025, and \$25,125 for FY ending June 30, 2026.

4. Except as amended by this Amendment No. 1 to Agreement, all terms and conditions of the Professional Services Agreement For Fiscal Years Ending June 30, 2021, 2022, and 2023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Professional Services Agreement as set forth below.

SELMA-KINGSBURG-FOWLER COUNTY SANITATION DISTRICT

\_\_\_\_\_  
Veronica Cazares, General Manager

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

Sampson, Sampson & Patterson, LLP  
A Limited Liability Partnership

\_\_\_\_\_  
By

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

The following fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for the audit fees will be rendered each month as work progresses and are payable on presentation.

We make every effort to utilize a client's personnel in performing an engagement to minimize the fees. Our estimates of time and dollar costs are at the maximum amount we feel would be needed. Certainly, if time charges were less than the amount quoted, the lower amount would be the cost of the engagement. Any required services in addition to the annual audits will be billed at our standard hourly rates.

Assuming that we do not encounter any circumstances beyond our control that would delay the audit, we will complete the work and deliver the audit report no later than December 31, following the fiscal year being audited.

Total all-inclusive fee for the 2023/2024 audit engagement:

|   | <u>Hours</u> | <u>Standard<br/>Hourly Rates</u> | <u>Quoted<br/>Hourly Rates</u> | <u>Total</u>    |
|---|--------------|----------------------------------|--------------------------------|-----------------|
| Partners  | 60           | \$200                            | \$160                          | \$ 9,600        |
| Staff   | 140          | \$110                            | \$95                           | 13,300          |
| Secretarial                                       | 20           | \$55                             | \$50                           | <u>1,000</u>    |
| Sub-Total   |              |                                  |                                | 23,900          |
| Travel, printing and other out-of-pocket expenses |              |                                  |                                | <u>125</u>      |
| Total all-inclusive fee for 2023/2024 audit       |              |                                  |                                | <u>\$24,025</u> |

Our all-inclusive audit fee for an additional two years would be as follows:

Year Ended June 30, 2025:

|   |            |
|---|------------|
| Audit fee   | \$24,500   |
| Travel, printing and other out-of-pocket expenses | <u>125</u> |

Total all-inclusive fee for 2024/2025 audit \$24,625

Year Ended June 30, 2026:

|   |            |
|---|------------|
| Audit fee   | \$25,000   |
| Travel, printing and other out-of-pocket expenses | <u>125</u> |

Total all-inclusive fee for 2025/2026 audit \$25,125

We will prepare the Annual Report of Financial Transactions to the State Controller's Office for and additional fee of \$650 per year.