

Sanger/Del Rey Cemetery District

Special Meeting – Board of Trustees
August 12, 2026
Sanger/Del Rey Cemetery District, 1:00 P.M.
568 South Rainbow Avenue
Sanger, CA

AGENDA

Any Agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion.

<u>AGENDA ITEM</u>	<u>Staff Recommended Action</u>
1. Call to Order – Determination of quorum – President	
2. Recognize and Hear From Visitors	
This portion of the meeting is reserved for persons wishing to address the Board on items within its jurisdiction but not on this Agenda. NOTE: Prior to action by the Board on any item on this agenda, the public may comment on that item. Unscheduled comments may be limited to 3 minutes. All items on the Consent Agenda are considered to be routine and non-controversial by Cemetery staff and will be approved by one motion if no member of the Board or public wishes to comment or ask questions. Items pulled from the Calendar will be considered separately.	
3. Communications/Correspondence None.	Information
4. Employment Agreement for General Manager (General Manager)	Motion to Approve
5. CLOSED SESSION –	

NOTICE TO THE PUBLIC

As provided in the Ralph M. Brown Act, Government Code., the Governing Board may meet in closed session with members of its staff and its attorneys. These sessions are not open to the public and may not be attended by members of the public. The matters the Board will meet on in closed session are identified appropriately in open sessions as requiring immediate attention and arising after the posting of the agenda. Any public reports of action taken in closed session will be made in accordance with Government Code.

- (1) Potential Litigation (1) case – California Government Code Section 54956.9
- (2) Conference with Legal Counsel –Appointment, employment, evaluation of performance, discipline or dismissal of public employee.
(Cal.Govt.Code.Sec. 54957 (b)(1) and (b)(4).(General Manager)

6. Amend Schedule of Services and Fees Motion to Approve
(General Manager)

7. ADJOURNMENT – Motion to Approve

Upon request agendas will be made available in alternative formats to accommodate persons with disabilities. Please make your request to the District Manager, specifying your disability and the format in which you would like to receive this agenda or future agendas as well.

Sanger/Del Rey Cemetery District

[2]

Agenda – Supporting Data
For the Special Meeting of
August 12, 2026

SUBJECT: RECOGNIZE AND HEAR FROM VISITORS

SUMMARY:

This is the portion of the meeting that is reserved for persons desiring to address the Board on any matter not otherwise on the agenda and within the oversight jurisdiction of the Board. Speakers shall address all comments to the President and the Board as a body and not to any particular Board Member or member of the staff. Speakers should limit their comments to three (3) minutes.

BACKGROUND/COMMENTS:

Public agencies are required by law to provide an opportunity for the public to address the Board of Trustees on issues of concern whether or not those issues appear on the Agenda.

FINDINGS:

At the time of posting of this agenda no advance requests to address the Board have been made.

Sanger/Del Rey Cemetery District

[3]

Agenda – Supporting Data
For the Special Meeting of
August 12, 2026

SUBJECT: COMMUNICATIONS AND CORRESPONDENCE

SUMMARY:

None.

BACKGROUND/COMMENTS:

None.

FINDINGS:

None.

Sanger/Del Rey Cemetery District

[4]

Agenda – Supporting Data
For the Special Meeting of
August 12, 2026

SUBJECT:

EMPLOYMENT AGREEMENT FOR GENERAL MANAGER

SUMMARY:

The appointment was approved at the last Board Meeting, subject to formal agreement to both parties.

The Employment Agreement outlines the General Manager's duties, compensation, benefits, performance evaluation process and other standard terms of employment. Approval of the agreement will provide stability in District leadership and clearly define the responsibilities and expectations of the General Manager moving forward.

The agreement has been reviewed and is presented to the Board for consideration and approval.

BACKGROUND:

The Board of Trustees previously appointed Paul Hernandez to serve as Interim General Manager to oversee the daily operations of the Sanger/Del Rey Cemetery District. During this period Mr. Hernandez has successfully managed District operations while ensuring continuity of services and compliance with applicable laws and District policies.

The proposed Employment Agreement formally establishes the terms and conditions of employment for the position of General Manager and provides continuity in the administrations and management of the district.

RECOMMENDED ACTION:

1. Board of Trustees asks questions to gain an understanding of the Agreement between Paul Hernandez and the District.
2. Approve the Employment Agreement between the Sanger/Del Rey Cemetery District and Paul Hernandez for the position of General Manager.
3. Authorize the General Manager to execute the Agreement and perform the duties outlined therein.
4. Authorize the Board President to execute the Agreement and adopt Resolution #2613 Employment Agreement for General Manager

Respectfully Submitted,

Paul Hernandez,
General Manager

RESOLUTION NO. 2613

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SANGER/DEL REY CEMETERY DISTRICT APPROVING THE EMPLOYMENT AGREEMENT FOR THE POSITION OF GENERAL MANAGER AND AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT

- WHEREAS,** the Board of Trustees of the Sanger/Del Rey Cemetery District ("District") has determined that it is in the best interest of the District to employ a qualified General Manager to oversee the administration, operations, maintenance, personnel, and fiscal affairs of the District; and
- WHEREAS,** the Board has conducted a recruitment and selection process and has determined that Apolinar Paul Hernandez possesses the qualifications, experience, leadership, and knowledge necessary to serve as the District's General Manager; and
- WHEREAS,** the Board has reviewed the proposed Employment Agreement setting forth the terms and conditions of employment, including compensation, benefits, duties, evaluation procedures, and other provisions governing the employment relationship; and
- WHEREAS,** the Board finds that approval of the Employment Agreement is in the best interests of the District and will provide continuity of leadership and effective management of District operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Sanger/Del Rey Cemetery District approves the Employment Agreement between the Sanger/Del Rey Cemetery District and Apolinar Paul Hernandez for the position of General Manager. The Board President is hereby authorized to execute the Employment Agreement, attached and incorporated herein by reference, on behalf of the District. The employment shall become effective on the date specified within the Agreement following execution by both parties. The Resolution 2613 shall become effective immediately upon its adoption.

ADOPTED by the Board of Trustees of the Sanger/Del Rey Cemetery District at a Special Meeting held on the 12th day of August 2026, by the *following vote*:

Ayes _____
Noes _____
Abstain _____
Absent _____

SANGER/DEL REY CEMETERY DISTRICT

Board President

Mark Johnson, Board President

District Counsel

Meggin Boranian, District Counsel

EMPLOYMENT AGREEMENT

This Agreement is made by and between the Sanger/Del Rey Cemetery District, Fresno County, California, a Cemetery District formed under applicable provisions of the Health and Safety Code of the state of California (herein after referred to as “District”) and Apolinar “Paul” Hernandez, an individual (herein after referred to as “General Manager”).

- (a) The District is desirous of continuing to employ a qualified person to render the particular and special services required for administration of the District; and
- (b) The District’s Board of Trustees wishes to enter into an employment Agreement with the District’s General Manager to secure his professional services on behalf of the District.

IT IS AGREED:

1. **TERM AND NATURE OF EMPLOYMENT.** The General Manager shall enter into employment with the District on an “at will” basis. This Agreement shall continue until terminated by either party as hereinafter set forth. The General Manager’s employment shall be subject to the general control of the Board of Trustees, and may be terminated only as provided in this Agreement.
2. **DUTIES.** The General Manager shall perform the duties of General Manager as delegated to him by the Board. The General Manager shall execute these powers and duties in accordance with the policies adopted by the Board, the provisions of the Health and Safety Code, and all other applicable provisions of law.
3. **GENERAL MANAGER AND BOARD RESPONSIBILITIES.** The General Manager shall have the primary responsibility for the execution of Board policies, whereas the Board shall retain the primary responsibility for formulating and adopting said policies. The parties agree, individually and collectively, not to interfere with nor usurp the primary responsibilities of the other party.
4. **PERSONNEL MATTERS.** The General Manager shall have the responsibility in all personnel matters, including but not limited to selection, assignment, and transfer of employees. The members of the Board, at their discretion, will promptly refer all criticisms, complaints and suggestions called to their attention to the General Manager for study and recommendation.
5. **OTHER DUTIES, included but not limited to the following:**
 - (a) Review and implement policies adopted by the Board and make appropriate recommendations to the Board;

- (b) Evaluate or provide for the annual evaluations of employees;
- (c) Keep the Board informed of sources of funds that may be available to implement present or contemplated District programs;
- (d) Prepare and submit to the Board of Trustees the annual budget and any revisions thereto;
- (e) Endeavor to maintain and improve his professional competence by all available means, including subscriptions to and reading appropriate periodicals, and joining and participating in appropriate professional associations, meetings, schooling and other activities as approved by the Board of Trustees;
- (f) Maintain a community relations program with State and local elected officials, civic groups and local businesses which promotes the mission of the District as determined by the Board of Trustees;
- (g) Serve as liaison between the Board and employees with respects to all employer-employee matters and advise the Board concerning these matters;
- (h) Participate at the local and State level with organizations that promote the interests of Special Districts as determined by the Board of Trustees: and;
- (i) Assist the Board with projects or related matters, as needed.

6. PERFORMANCE OBJECTIVES. Prior to May 30 each year, or as agreed by General Manager and Board of Trustees, under this Agreement, the General Manager shall meet with the Board to identify the General Manager's performance objectives for the following year. Said performance objectives shall then be set forth by the General Manager in writing and submitted to the Board for approval. The performance objectives shall not be inconsistent with the duties and responsibilities set forth in this Agreement.

7. EVALUATION. Prior to April 30 of each year of this Agreement, the Board shall evaluate the performance of the General Manager. The evaluations shall be based on the duties and performance objectives as defined in this Agreement.

Each year of this Agreement it shall be the responsibility of the General Manager to notify the Board at the March Board Meeting that the evaluation process for the General Manager needs to be initiated.

In the event the Board determines that the work performance of the General Manager is unsatisfactory, the Board shall describe in writing, in reasonable detail, said unsatisfactory performance indicating specific instances where appropriate. A copy of the written evaluation shall then be delivered to the General Manager and the General Manager shall have the right, within thirty (30) days after receipt, to make written response to the evaluation. Between thirty (30) and sixty (60) days after delivery of the written evaluation to the General Manager, the

Board shall meet with the General Manager to discuss the evaluation and the General Manager's response.

Should the District Board of Trustees not complete a written performance evaluation by April 30 of each year, or if no evaluation is given, it shall be deemed that the General Manager did, in fact, achieve a satisfactory or higher evaluation.

- 8. TERMINATION AND DISMISSAL.** The General Manager shall serve at the will and pleasure of the Board of Trustees and may be terminated from employment at any time, without cause, contingent only upon the severance payment set for below. Nothing in the Agreement shall prevent the District from terminating this Agreement and the services of the General Manager at its sole discretion.
- (a) In the event of the death of the General manager, or six (6) consecutive months after such physical or mental disability that prevents the General Manager from performing the essential functions and duties referred to in Paragraph 2 through 6, the District reserves the right to terminate this Agreement without providing any severance pay, continuation of health benefits or further salary compensation by the District. ("Salary compensation" does not include payment(s) for accrued leaves, insurance or retirement benefits).
 - (b) The parties acknowledge the provisions of California Government Code Section 53260 et seq. Except as provided in the preceding paragraph, if the Board of Trustees terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in the amount equal to ____ (____) months pay at his then current salary, or until General Manager finds other employment.
 - (c) In addition to the above, if the Board of Trustees terminates the employment of the General Manager without cause, the General Manager's health benefits at District expense shall be continued for the same duration of time as the number of months of severance pay provided in Paragraph 8(b), above.
 - (d) The Board of Trustees shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of any willful breach of duty by the General Manager in the course of his employment, or in the case of the General Manager's habitual neglect of duties, or upon conviction of a felony or crime involving moral turpitude. In the event that the employment of the General Manager is terminated for cause, the General Manager shall not be entitled to severance pay or continuation of health benefits.
 - (e) The General Manager may terminate this Agreement at any time upon sixty (60) days written notice to the Board of Trustees. In the event that the General Manager should exercise his option to terminate this Agreement (resign from District employment), the General Manager shall not be entitled to any severance pay or continuation of health benefits.
 - (f) All provisions in the District's Policy Manual or any other policies and procedures of the District in regards to permanent or probationary status, cause, notice, hearings, etc., as a

condition of termination or other discipline of employees shall not apply to the General Manager.

- (g) In the event of the General Manager's termination, without cause, the severance pay and other benefits provided for in the Agreement shall be the General Manager's sole remedy for breach of the Agreement or breach of covenant of good faith and fair dealing.

- 9. COMPENSATION.** The General Manager shall be paid the initial sum of Ninety-four Thousand Seven Hundred and Fifty Dollars (\$94,750) annually for his services (General Manager Step 2), prorated and payable bi-weekly, subject to the following cost of living adjustment:

The Board at its discretion shall determine if a cost of living salary increase is appropriate during the first year of this Employment Agreement. Thereafter, the General Manager shall be entitled to and shall receive a cost of living increase in the percentage amount provided to other employees of the District.

- 10. FRINGE BENEFITS.** The General Manager shall be afforded the following to be paid by the District:

- (a) Public Employees Retirement System (PERS)-Public Agency Miscellaneous 2% @ 60. District shall pay the employers contributions;
- (b) General Manager and dependent(s) medical, vision and dental insurance;
- (c) All District recognized holidays;
- (d) 20 days paid vacation leave;
- (e) 12 days paid sick leave;
- (f) 5 days of paid administration leave to be used by the end of year; and
- (g) Life insurance policy to be agreed upon between the parties.

All paid vacation and sick leave shall be credited on January 1 of each year. Accumulation of leaves shall be governed by general District policy.

- 11. ADVISING OF TIME OFF.** The General Manager may use earned time off at his discretion. However, if such leave is more than five (5) consecutive workdays, the General Manager shall advise the Board of Trustees.

Nothing herein shall prohibit the General Manager from using earned vacation/administrative leave to undertake consultative work, speaking engagements, writing, lecturing, or other obligations, provided such undertakings do not interfere or conflict with the General Manager's

performance or his duties under this Agreement. Any such outside work shall not be performed on District premises, District time, or through the use of District equipment or supplies.

12. EXPENSE REINBURSEMENT. The District shall reimburse the General Manager for all actual and necessary expenses incurred by him within the scope of his employment, not to exceed the amount set forth in the budget approved by the Board of Trustees.

(a) In addition to such expenses the General Manager shall be paid a car allowance of _____ per month for the use of his personal vehicle for District business. Mileage for official use only will be reimbursed at the current IRS rate per mile payable at the end of each month. Payment of the car allowance will be prorated based on the number of pay periods and will be included in the bi-weekly payroll check.

(b) The District shall furnish no housing of any kind for the General Manager.

(c) The District shall indicate all expenses reimbursed to the General Manager on the General Manager's 1099 tax reporting form.

13. APPLICABLE LAW. This Agreement shall be constructed in accordance with, and governed by the laws of the State of California. Should any provision of the Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of the Agreement shall nevertheless be binding and effective.

14. EFFECTIVE DATE AND TERM. The Agreement shall be effective for all purposes when the General Manager actually begins working full-time for the District in that position which the parties agree is June 17, 2026. This Agreement shall continue until a written notice of termination is provided by the Board of Trustees of the District to the General Manager. In such event, this Agreement will expire and the General Manager's employment shall end without any further notice or action. Further, in the event that the General Manager is so notified, he shall not be required to perform services from the date of said notice. The Agreement may also be terminated by the General Manager as provided in paragraph 8(e).

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the District and Apolinar "Paul" Hernandez and supersedes all prior negotiations or discussions respecting this Agreement.

Each party agrees and acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein and that any Agreement, statements, or promises not contained in the Agreement shall not be valid or binding on either party.

16. AMENDMENTS. Any modifications of the Agreement will be effective only if made in writing and signed by both the General Manager, approved by the Board of Trustees, and signed by an authorized representative of the Board.

DATED: _____, 2026

Sanger/Del Rey Cemetery District

By: _____

Mark Johnson
President Board of Trustees

DATED: _____, 2026

Apolinar “Paul” Hernandez
General Manager

DATED: _____, 2026

Approved as to Legal Form
Meggin Boranian
General Counsel

Sanger/Del Rey Cemetery District

[5]

Agenda – Supporting Data
For the Special Meeting of
August 12, 2026

SUBJECT: CLOSED SESSION –

Based on Government Code Section 54956.9- Potential Litigation (1) case and Conference with Legal Counsel –Appointment, employment, evaluation of performance, discipline or dismissal of public employee. (Cal.Govt.Code.Sec. 54957 (b)(1) and (b)(4).(General Manager)

SUMMARY:

None needed as due to confidential nature of subject matter.

BACKGROUND:

The District is authorized to conduct Closed Sessions as needed and authorized by the Government Code.

FINDINGS:

None applicable.

RECOMMENDED ACTION:

Conduct Closed Session and if any action is taken, report said action in Open Session.

Sanger/Del Rey Cemetery District

[6]

Agenda – Supporting Data
For the Special Meeting of
August 12, 2026

SUBJECT:

ADDING MEMORIAL BENCHES AND MEMORIAL PLAQUES TO SCHEDULE OF SERVICES AND FEES

SUMMARY:

Staff recommends amending the District's Schedule of Services and Fees to establish fees for Memorial Benches and Veteran Memorial Wall Plaques. Adoption of these fees will provide a transparent pricing structure for these memorial options, ensure consistency in the fee structure and ensure these memorial services are administrated fairly and uniformly. Adoption of the proposed fees will also assist the District in recovering the costs associated with providing these memorial options.

BACKGROUND:

The District has historically offered Memorial Benches and Veteran Memorial Wall Plaques as memorial options for families and community members wishing to establish a lasting tribute within the cemetery. These memorial items have been available for purchase; however, the associated fees have not previously been included on the District's adopted Schedule of Services and Fees.

To improve transparency and provide clear guidance to the public, staff recommends formally adding these existing memorial options and their associated fees to the District's Schedule of Services and Fees. Establishing these fees within the adopted schedule will ensure consistency, provide a standardized process for future purchases, and allow the District to maintain accurate and complete records of all available services and charges.

The proposed fees are as follows:

- Memorial Bench - \$1200
- Veteran memorial Wall Plaque - \$900

Placement, design, wording, and installation of all memorial items shall remain subject to District approval and established cemetery standards.

RECOMMENDED ACTION:

1. Board of Trustees asks questions to gain an understanding of the proposed amendment to the Schedule of Services and Fees
2. Adopt Resolution No. 2614, amending the Districts official Schedule of Services and Fees and make the revised fee schedule available to the public

Respectfully Submitted,

Paul Hernandez,
General Manager

Schedule of Services and Fees

Adult

Adult Interment	\$1250.00
Endowment Care	\$ 300.00

Open/Close	\$1250.00
Open/Close Upright	\$1290.00

Non-Protective Garden Crypt	\$1110.00
Non-Protective Vault	\$1400.00
Protective Vault(*)Monticello	\$2250.00
Protective Vault(*)Salute	\$2460.00

Oversized Garden Crypt	\$1350.00
Oversized Vault	\$1465.00

Non-Resident Fee	\$ 725.00
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Infant

Infant Interment	\$ 630.00
Endowment Care	\$ 150.00

Opening & Closing	\$ 630.00
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Non-Protective Vault	\$ 550.00
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Oversized Vault	\$ 635.00
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Non-Resident Fee	\$ 725.00
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Non-Protective Garden Crypt:	Concrete unit with a bottom. Bottom has two holes. Cover is flat and held in place by the weight of the earth.
Non-Protective Vault:	Painted black concrete unit with a bottom. Cover is dome shaped, painted gray, and is set in a mastic adhesive.
Protective Vault: (*)	Concrete unit with a base and cover lined with a seamless protective inner liner. Designed and warranted to protect against the entrance of outside elements.

Cremated Remains Interment

Interment Site	\$1250.00
Endowment Care	\$ 300.00

Opening & Closing	\$ 630.00
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Urn Vault	\$ 330.00
Oversized Urn Vault	\$ 500.00
Monticello Urn Vault	\$1150.00
Venetian Urn Vault	\$1565.00

Non-Resident Fee	\$ 725.00
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Disinterment of Remains

Adult	\$4100.00
Infant	\$2045.00

Cremated Remains	\$ 535.00
Niche Disinterment	\$ 230.00

Monument Setting

Single Marker	\$ 400.00	Upright Single Marker	\$ 410.00
Double Marker	\$ 455.00	Upright Double Marker	\$ 465.00
Vases		\$ 45.00	

Endowment Care has been in effect since July 1, 1985. Endowment Care is non-refundable on Pre-need burial rights sold back to the cemetery. **2.25% added to all credit card transactions.** Effective 8/12/26

Schedule of Services and Fees

Columbarium

Rows 1 & 2	\$ 2160.00
Rows 3 & 4	\$ 1650.00
Bottom Row	\$ 1285.00
Endowment Care	\$ 100.00
Service Fee	\$ 270.00
Engraving	\$ 335.00
Picture	\$ 380.00
Non-Resident Fee	\$ 500.00

Memorials

Memorial Bench	\$1200.00
Veteran's Memorial Plaque	\$ 900.00

Endowment Care has been in effect since July 1, 1985. Endowment Care is non-refundable on Pre-need burial rights sold back to the cemetery. 2.25% added to all credit card transactions. Effective 8/12/26

RESOLUTION 2614
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SANGER/DEL REY CEMETERY DISTRICT
ADOPTING CHARGES FOR SERVICES
EFFECTIVE AUGUST 12, 2026

WHEREAS, the Sanger/Del Rey Cemetery District, is a Special District, created pursuant to the Health and Safety Code; and

WHEREAS, the Board of Trustees may establish, from time to time, policies and procedures for conducting of the District's business; and

WHEREAS, the Board of Trustees desires to comply with State laws.

WHEREAS, the fees associated with Memorial Benches and Veteran Memorial Wall Plaques have not previously been included on the District's adopted Schedule of Services and Fees

NOW THEREFORE, the Board of Trustees of the Sanger/Del Rey Cemetery District approves the amendment of the District's Schedule of Services and Fees to add memorial bench and veteran's memorial wall plaque, whose installations, designs, inscriptions and placements shall remain subject to District Approval and established cemetery standards. The General Manager is authorized and directed to update the official District Schedule of Services and Fees to reflect the additions approved by Resolution 2614 and to make the revised schedule available to the public.

Adopted this day, 12th of August 2026, by the Board of Trustees of the Sanger/Del Rey Cemetery District, at a regular meeting thereof.

APPROVED:

ATTEST:

Mark D. Johnson, President
Board of Trustees

Rene Gonzalez, Secretary
Board of Trustees

Motion Made/Seconded by: _____

Ayes: _____

Noes: _____

Abstain: _____

Approved as to Legal Form:

Meggin Boranian, District Counsel