



156 S. Broadway, Ste. 230, Turlock, CA 95380

(209) 668-5478 (phone) (209) 538-5788 (fax)

## Regular Board Meeting Agenda

June 18, 2026 at 12:00 p.m.

1235 Aldrich Road, Hughson, CA - Stanislaus Regional Water Authority

Chair, Amy Bublak  
Vice Chair, Javier Lopez  
Director, Erika Phillips  
Director, James Casey  
Director (alternate), Cerina Otero  
Director (alternate), Rebecka Monez

General Manager, Christopher Fisher  
Legal Counsel, Joshua M. Horowitz  
Finance Director, Isaac Moreno  
Board Secretary, Kelly Renteria

### THIS MEETING WILL BE OPEN TO THE PUBLIC IN PERSON.

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**EQUAL ACCESS POLICY:** If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

**AGENDA PACKETS:** Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at [www.stanrwa.com](http://www.stanrwa.com) and in the Board Secretary's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

#### 1. A. CALL TO ORDER

#### B. SALUTE TO THE FLAG

#### C. ROLL CALL & DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

#### 2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None

#### 3. A. SPECIAL BRIEFINGS: None

#### B. STAFF UPDATES:

1. Finance Director Update (Moreno)

2. Plant Manager Update (Estrada)

- 
- C. **PUBLIC PARTICIPATION:** This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.
4. **CONSENT CALENDAR:** The information concerning the Consent items listed below was forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or a member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board to approve the Consent items is set forth in the explanation of the individual items.
- A. Motion: Approving the Minutes of the May 21, 2026 SRWA Board Meeting
- B. Motion: Approving an agreement with Microbac Laboratories, Inc. for Laboratory Analysis Services for the Stanislaus Regional Water Authority Water Treatment Plant for a period of five (5) years not to exceed \$125,000, subject to review and revision by SRWA legal counsel
- C. Motion: Approving an agreement with Eaton Corporation, through Rexel USA Automation Solutions, for Control System Battery Backup preventative maintenance and support services at the Stanislaus Regional Water Authority Water Treatment Plant for a period of five (5) years not to exceed \$135,179.00
5. **PUBLIC HEARINGS:** None
6. **SCHEDULED MATTERS:**
- A. Motion: Approving an Amendment to the Joint Exercise of Powers Agreement between the Cities of Ceres and Turlock for the Stanislaus Regional Water Authority and directing the General Manager to present the amendment to the Cities of Turlock and Ceres for execution (Fisher)
- B. Motion: Approving the updated Exhibit A, Staffing Plan, to the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement dated January 1, 2023 (“Operations Agreement”) (Fisher)
- C. Motion: Adopting the Annual Budget for the Stanislaus Regional Water Authority for the 2026-27 Fiscal Year and Adopting a minimum cash reserve target for 2026-27 (Moreno)
7. **BOARD ITEMS FOR FUTURE CONSIDERATION**
8. **BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

9. NEXT MEETING DATE: July 16, 2026

10. CLOSED SESSION: None

11. ADJOURNMENT



June 18, 2026

---

**To: SRWA Board**  
**From: Isaac Moreno, Finance Director**  
**Subject: Financial Summary as of June 11, 2026**

Attached Financial Documents include:

**Activity for YTD Fiscal June 30, 2026**

1 – SRWA financial status as of 06/11/2026 for the 2025-26 fiscal year (Exhibit A):

Revenues:

Revenue received from the participating agencies \$14,743,397.49  
Interest \$(151,020.72)

Expenses:

Operations \$5,115,721.84  
Capital \$4,508.88  
Plant Construction \$0.00  
Reimbursement's to City's \$1,770,455.92  
Debt \$6,522,383.55

Summary:

- The net gain/(loss) as of June 11, 2026 after removing reimbursements to the city's is \$2,949,762.50

Activities:

- The final allocation of funds has been moved to the restricted account on the balance sheet to meet the SRWA's SRF debt obligations (Account 950.11006 SRF SRWA Cash Reserve).



# Budget Performance Report

Fiscal Year to Date 06/11/26

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 950 - SRWA - JPA										
REVENUE										
Department 53 - Surface Water										
Division 550 - Operations										
33000	Interest Income	747,100.00	.00	747,100.00	.00	.00	.00	747,100.00	0	.00
<b>34900</b>	<b>Member Agency Contributions</b>									
34900_001	Member Agency Contributions City of Turlock	13,240,046.00	.00	13,240,046.00	.00	.00	9,815,871.72	3,424,174.28	74	.00
34900_002	Member Agency Contributions City of Ceres	6,681,730.00	.00	6,681,730.00	.00	.00	4,903,700.76	1,778,029.24	73	.00
34900_004	Member Agency Contributions Turlock Irrigation District	41,820.00	.00	41,820.00	.00	.00	23,825.01	17,994.99	57	.00
<b>34900 - Member Agency Contributions Totals</b>		<b>\$19,963,596.00</b>	<b>\$0.00</b>	<b>\$19,963,596.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,743,397.49</b>	<b>\$5,220,198.51</b>	<b>74%</b>	<b>\$0.00</b>
Division 550 - Operations Totals		\$20,710,696.00	\$0.00	\$20,710,696.00	\$0.00	\$0.00	\$14,743,397.49	\$5,967,298.51	71%	\$0.00
Division 552 - Capital										
33000	Interest Income	.00	.00	.00	.00	.00	(151,020.72)	151,020.72	+++	904,811.72
33099	Market Valuation	.00	.00	.00	.00	.00	.00	.00	+++	383,520.00
<b>34900</b>	<b>Member Agency Contributions</b>									
34900_001	Member Agency Contributions City of Turlock	.00	.00	.00	.00	.00	.00	.00	+++	12,853,256.00
34900_002	Member Agency Contributions City of Ceres	.00	.00	.00	.00	.00	.00	.00	+++	6,499,471.00
34900_004	Member Agency Contributions Turlock Irrigation District	.00	.00	.00	.00	.00	.00	.00	+++	32,058.00
<b>34900 - Member Agency Contributions Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$19,384,785.00</b>
34910	Integrated Water Mgmt Plan Grant (from DWR)	.00	.00	.00	.00	.00	.00	.00	+++	580,091.60
Division 552 - Capital Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$151,020.72)	\$151,020.72	+++	\$21,253,208.32
Division 553 - Regional Treatment Plant Const										
34913	Prop 50 Grant for Surface Water Project	.00	.00	.00	.00	.00	.00	.00	+++	1,017,723.92
Division 553 - Regional Treatment Plant Const Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,017,723.92
Department 53 - Surface Water Totals		\$20,710,696.00	\$0.00	\$20,710,696.00	\$0.00	\$0.00	\$14,592,376.77	\$6,118,319.23	70%	\$22,270,932.24
<b>REVENUE TOTALS</b>		<b>\$20,710,696.00</b>	<b>\$0.00</b>	<b>\$20,710,696.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$14,592,376.77</b>	<b>\$6,118,319.23</b>	<b>70%</b>	<b>\$22,270,932.24</b>
EXPENSE										
Department 53 - Surface Water										
Division 550 - Operations										
<b>43055</b>	<b>Consultant</b>									
43055_002	Consultant Audit	17,600.00	.00	17,600.00	.00	5,800.00	11,800.00	.00	100	8,800.00
<b>43055 - Consultant Totals</b>		<b>\$17,600.00</b>	<b>\$0.00</b>	<b>\$17,600.00</b>	<b>\$0.00</b>	<b>\$5,800.00</b>	<b>\$11,800.00</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$8,800.00</b>
<b>43100</b>	<b>Insurance</b>									
43100_001	Insurance Property	275,904.00	.00	275,904.00	.00	.00	240,872.00	35,032.00	87	250,021.46
43100_008	Insurance Liability	.00	.00	.00	.00	.00	5,115.73	(5,115.73)	+++	.00
<b>43100 - Insurance Totals</b>		<b>\$275,904.00</b>	<b>\$0.00</b>	<b>\$275,904.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$245,987.73</b>	<b>\$29,916.27</b>	<b>89%</b>	<b>\$250,021.46</b>
43195	Special Legal Counsel	95,000.00	.00	95,000.00	.00	32,216.25	11,583.75	51,200.00	46	13,227.50
43309	Water Supply Evaluation	300,000.00	.00	300,000.00	.00	.00	.00	300,000.00	0	.00
43314	Contract Help - Service	2,238,190.00	479,158.00	2,717,348.00	.00	658,816.16	995,571.49	1,062,960.35	61	844,347.13
43318	Professional Services-Debt	.00	.00	.00	.00	.00	500.00	(500.00)	+++	.00



# Budget Performance Report

Fiscal Year to Date 06/11/26

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 950 - SRWA - JPA										
<b>EXPENSE</b>										
Department 53 - Surface Water										
Division 550 - Operations										
43319	Regulatory Fees	15,000.00	11,830.00	26,830.00	.00	.00	19,975.70	6,854.30	74	10,387.54
43320	Special Services/Projects	305,000.00	.00	305,000.00	.00	.00	1,600.00	303,400.00	1	.00
43332	Permitting	30,000.00	9,012.00	39,012.00	.00	.00	39,011.56	.44	100	24,392.00
43351	Facility Site Improvements	15,000.00	.00	15,000.00	.00	.00	1,380.00	13,620.00	9	15,000.00
43353	RWQCF-OPS Building Repairs	.00	.00	.00	.00	.00	.00	.00	+++	4,953.30
<b>44001</b>	<b>Supplies</b>									
44001_000	Supplies General	200,000.00	.00	200,000.00	.00	.00	46,857.29	153,142.71	23	135,988.31
44001_267	Supplies Laboratory	60,000.00	.00	60,000.00	.00	.00	27,782.85	32,217.15	46	27,971.60
	<b>44001 - Supplies Totals</b>	<b>\$260,000.00</b>	<b>\$0.00</b>	<b>\$260,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$74,640.14</b>	<b>\$185,359.86</b>	<b>29%</b>	<b>\$163,959.91</b>
44005	Chemicals	1,412,000.00	.00	1,412,000.00	.00	.00	599,473.98	812,526.02	42	839,150.10
<b>44010</b>	<b>Computer</b>									
44010_001	Computer Software Maintenance	24,600.00	.00	24,600.00	.00	5,746.74	18,662.51	190.75	99	19,996.93
44010_015	Computer Software Subscriptions	53,480.00	.00	53,480.00	.00	12,128.69	40,755.49	595.82	99	26,222.99
	<b>44010 - Computer Totals</b>	<b>\$78,080.00</b>	<b>\$0.00</b>	<b>\$78,080.00</b>	<b>\$0.00</b>	<b>\$17,875.43</b>	<b>\$59,418.00</b>	<b>\$786.57</b>	<b>99%</b>	<b>\$46,219.92</b>
<b>44030</b>	<b>Minor Equipment</b>									
44030_000	Minor Equipment Miscellaneous	300,000.00	.00	300,000.00	.00	.00	9,226.28	290,773.72	3	.00
44030_001	Minor Equipment Safety	35,000.00	.00	35,000.00	.00	.00	5,414.70	29,585.30	15	18,759.62
44030_002	Minor Equipment Tools	60,000.00	.00	60,000.00	.00	.00	2,406.62	57,593.38	4	55,425.23
44030_028	Minor Equipment Lab	15,000.00	.00	15,000.00	.00	.00	.00	15,000.00	0	3,239.61
	<b>44030 - Minor Equipment Totals</b>	<b>\$410,000.00</b>	<b>\$0.00</b>	<b>\$410,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$17,047.60</b>	<b>\$392,952.40</b>	<b>4%</b>	<b>\$77,424.46</b>
44090	Office Equipment & Furniture	5,000.00	.00	5,000.00	.00	.00	432.90	4,567.10	9	.00
<b>45001</b>	<b>Telephone</b>									
45001_002	Telephone Wireless/Tablet Service Plan	6,000.00	.00	6,000.00	.00	.00	4,898.35	1,101.65	82	6,006.21
	<b>45001 - Telephone Totals</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,898.35</b>	<b>\$1,101.65</b>	<b>82%</b>	<b>\$6,006.21</b>
<b>45002</b>	<b>Turlock Irrigation District</b>									
45002_000	Turlock Irrigation District General	650,000.00	.00	650,000.00	.00	.00	488,399.27	161,600.73	75	529,722.21
	<b>45002 - Turlock Irrigation District Totals</b>	<b>\$650,000.00</b>	<b>\$0.00</b>	<b>\$650,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$488,399.27</b>	<b>\$161,600.73</b>	<b>75%</b>	<b>\$529,722.21</b>
45007	Internet Access	7,000.00	.00	7,000.00	.00	.00	5,876.66	1,123.34	84	7,011.04
45019	Raw Water	500,000.00	.00	500,000.00	.00	132,236.22	367,763.78	.00	100	500,919.16
46010	Equipment Rental	20,000.00	.00	20,000.00	.00	.00	46,823.69	(26,823.69)	234	73,097.43
46020	Fleet Maintenance Labor	2,000.00	.00	2,000.00	.00	.00	1,472.30	527.70	74	4,735.29
46031	Fuel	20,000.00	.00	20,000.00	.00	.00	9,565.16	10,434.84	48	15,745.33
46032	Vehicle & Small Equipment Maintenance Parts	6,500.00	.00	6,500.00	.00	.00	3,009.26	3,490.74	46	9,045.98
46034	Vehicle Insurance	2,600.00	(200.00)	2,400.00	.00	.00	2,555.00	(155.00)	106	1,218.00
47005	Advertising	3,000.00	.00	3,000.00	.00	.00	1,128.00	1,872.00	38	450.00
47010	Bank Charges	14,700.00	.00	14,700.00	.00	.00	.00	14,700.00	0	.00
47020	Certification	7,500.00	.00	7,500.00	.00	.00	1,098.00	6,402.00	15	3,905.25



# Budget Performance Report

Fiscal Year to Date 06/11/26

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 950 - SRWA - JPA										
EXPENSE										
Department 53 - Surface Water										
Division 550 - Operations										
47065	Professional Development	670.00	.00	670.00	.00	.00	.00	670.00	0	600.00
47080	Shoe Allowance	5,050.00	.00	5,050.00	.00	.00	.00	5,050.00	0	.00
47090	Testing & Recruitment	5,000.00	.00	5,000.00	.00	.00	1,465.00	3,535.00	29	3,950.05
<b>47095 Training</b>										
47095_000	Training General/Travel	20,000.00	.00	20,000.00	.00	.00	2,159.00	17,841.00	11	12,587.91
<b>47095 - Training Totals</b>		<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,159.00</b>	<b>\$17,841.00</b>	<b>11%</b>	<b>\$12,587.91</b>
47254	Education and Outreach	1,000.00	.00	1,000.00	.00	.00	81.89	918.11	8	.00
49007	Salary Charges From Other Departments	2,985,774.00	.00	2,985,774.00	.00	.00	2,101,003.63	884,770.37	70	2,651,749.45
49777	Transfer to Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	(18,573.30)
51020	Equipment Replacement	140,000.00	.00	140,000.00	.00	.00	.00	140,000.00	0	130,523.67
Division 550 - Operations Totals		\$9,853,568.00	\$499,800.00	\$10,353,368.00	\$0.00	\$846,944.06	\$5,115,721.84	\$4,390,702.10	58%	\$6,230,577.00
Division 552 - Capital										
47010	Bank Charges	.00	.00	.00	.00	.00	.00	.00	+++	2,240.41
49777	Transfer to Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	788,975.96
51001	Property Acquisition	.00	.00	.00	.00	.00	.00	.00	+++	5,000.00
51270	Construction Project	20,000.00	150,000.00	170,000.00	.00	81,785.40	4,508.88	83,705.72	51	.00
52000	Depreciation Expense	.00	.00	.00	.00	.00	.00	.00	+++	261,258.44
Division 552 - Capital Totals		\$20,000.00	\$150,000.00	\$170,000.00	\$0.00	\$81,785.40	\$4,508.88	\$83,705.72	51%	\$1,057,474.81
Division 553 - Regional Treatment Plant Const										
<b>43060 Contract Services</b>										
43060_012	Contract Services Program Management Services	.00	.00	.00	.00	.00	.00	.00	+++	581,550.40
<b>43060 - Contract Services Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$581,550.40</b>
43318	Professional Services-Debt	.00	.00	.00	.00	.00	.00	.00	+++	500.00
43329	Environmental Services	.00	.00	.00	.00	.00	.00	.00	+++	7,456.90
47091	Reimb to City of Ceres-SRWA	.00	.00	.00	.00	.00	602,951.66	(602,951.66)	+++	7,025,936.33
47092	Reimb to City of Turlock-SRWA	.00	.00	.00	.00	.00	1,167,504.26	(1,167,504.26)	+++	14,344,639.27
49777	Transfer to Capital Assets	.00	.00	.00	.00	.00	.00	.00	+++	(2,200,666.29)
<b>51802 Regional Treatment Plant</b>										
51802_001	Regional Treatment Plant Design Build Contract	.00	.00	.00	.00	.00	.00	.00	+++	794,844.74
51802_002	Regional Treatment Plant Construction Management	.00	.00	.00	.00	.00	.00	.00	+++	22,838.29
<b>51802 - Regional Treatment Plant Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$817,683.03</b>
52000	Depreciation Expense	.00	.00	.00	.00	.00	.00	.00	+++	2,268,629.25
<b>53027 SRF SRWA Loan</b>										
53027_001	SRF SRWA Loan Interest	1,840,794.00	.00	1,840,794.00	.00	.00	1,845,962.08	(5,168.08)	100	1,856,976.33
53027_002	SRF SRWA Loan Principal	4,649,940.00	.00	4,649,940.00	.00	.00	4,676,421.47	(26,481.47)	101	.00
53027_003	SRF SRWA Loan Reserve and Coverage	3,846,594.00	.00	3,846,594.00	.00	.00	.00	3,846,594.00	0	.00
<b>53027 - SRF SRWA Loan Totals</b>		<b>\$10,337,328.00</b>	<b>\$0.00</b>	<b>\$10,337,328.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,522,383.55</b>	<b>\$3,814,944.45</b>	<b>63%</b>	<b>\$1,856,976.33</b>



# Budget Performance Report

Fiscal Year to Date 06/11/26

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 950 - SRWA - JPA										
	EXPENSE									
	Department 53 - Surface Water									
	Division 553 - Regional Treatment Plant Const									
	Totals	\$10,337,328.00	\$0.00	\$10,337,328.00	\$0.00	\$0.00	\$8,292,839.47	\$2,044,488.53	80%	\$24,702,705.22
	Department 53 - Surface Water									
	Totals	\$20,210,896.00	\$649,800.00	\$20,860,696.00	\$0.00	\$928,729.46	\$13,413,070.19	\$6,518,896.35	69%	\$31,990,757.03
	EXPENSE TOTALS	\$20,210,896.00	\$649,800.00	\$20,860,696.00	\$0.00	\$928,729.46	\$13,413,070.19	\$6,518,896.35	69%	\$31,990,757.03
Fund 950 - SRWA - JPA	Totals									
	REVENUE TOTALS	20,710,696.00	.00	20,710,696.00	.00	.00	14,592,376.77	6,118,319.23	70%	22,270,932.24
	EXPENSE TOTALS	20,210,896.00	649,800.00	20,860,696.00	.00	928,729.46	13,413,070.19	6,518,896.35	69%	31,990,757.03
Fund 950 - SRWA - JPA	Totals	\$499,800.00	(\$649,800.00)	(\$150,000.00)	\$0.00	(\$928,729.46)	\$1,179,306.58	(\$400,577.12)		(\$9,719,824.79)
	Grand Totals									
	REVENUE TOTALS	20,710,696.00	.00	20,710,696.00	.00	.00	14,592,376.77	6,118,319.23	70%	22,270,932.24
	EXPENSE TOTALS	20,210,896.00	649,800.00	20,860,696.00	.00	928,729.46	13,413,070.19	6,518,896.35	69%	31,990,757.03
	Grand Totals	\$499,800.00	(\$649,800.00)	(\$150,000.00)	\$0.00	(\$928,729.46)	\$1,179,306.58	(\$400,577.12)		(\$9,719,824.79)



# Balance Sheet

Through 06/11/26

Detail Listing

Include Rollup Account/Rollup to Object

Account	Account Description	Current YTD Balance	Prior Year Total Actual	Net Change	Change %
Fund Category	<b>Trust and Agency Funds</b>				
Fund Type					
Fund	<b>950 - SRWA - JPA</b>				
	<b>ASSETS</b>				
11000	Cash	17,286,267.42	21,499,543.33	(4,213,275.91)	(19.60)
11006	SRF SRWA Cash Reserve	6,522,384.00	3,245,366.66	3,277,017.34	100.98
11010	Market Valuation	243,787.00	243,787.00	.00	.00
13000	Accounts Receivable	3,365,086.00	1,399,108.00	1,965,978.00	140.52
14000	Interest Receivable	.00	151,020.72	(151,020.72)	(100.00)
16003	Plant/Mach/Equipment	18,573.30	18,573.30	.00	.00
16004	Land	2,292,251.76	2,292,251.76	.00	.00
16005	Buildings	204,176,632.46	204,176,632.46	.00	.00
16006	Infrastructure	15,675,506.60	15,675,506.60	.00	.00
16010	Accumulated Depreciation	(2,529,887.69)	(2,529,887.69)	.00	.00
18013	Prepaid Insurance	130,505.16	152,769.76	(22,264.60)	(14.57)
	<b>ASSETS TOTALS</b>	<b>\$247,181,106.01</b>	<b>\$246,324,671.90</b>	<b>\$856,434.11</b>	<b>0.35%</b>
	<b>LIABILITIES AND FUND EQUITY</b>				
	<b>LIABILITIES</b>				
21000	Accounts Payable	(55.00)	322,817.47	(322,872.47)	(100.02)
<b>27000</b>	<b>Interest Payable</b>				
27000_015	Interest Payable SRF - Drinking Water Project	910,337.46	910,337.46	.00	.00
	<b>27000 - Interest Payable Totals</b>	<b>\$910,337.46</b>	<b>\$910,337.46</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>28028</b>	<b>State Revolving Fund Loans</b>				
28028_004	State Revolving Fund Loans SRWA	154,339,882.87	154,339,882.87	.00	.00
	<b>28028 - State Revolving Fund Loans Totals</b>	<b>\$154,339,882.87</b>	<b>\$154,339,882.87</b>	<b>\$0.00</b>	<b>0.00%</b>
	<b>LIABILITIES TOTALS</b>	<b>\$155,250,165.33</b>	<b>\$155,573,037.80</b>	<b>(\$322,872.47)</b>	<b>(0.21%)</b>
	<b>FUND EQUITY</b>				
29010	Fund Balance - Trust/Agency	100,471,458.89	100,471,458.89	.00	.00
	<b>FUND EQUITY TOTALS Prior to Current Year Changes</b>	<b>\$100,471,458.89</b>	<b>\$100,471,458.89</b>	<b>\$0.00</b>	<b>0.00%</b>
	Prior Year Fund Equity Adjustment	9,719,824.79	.00		
	Fund Revenues	(14,592,376.77)	(22,270,932.24)		
	Fund Expenses	13,413,070.19	31,990,757.03		
	<b>FUND EQUITY TOTALS</b>	<b>\$91,930,940.68</b>	<b>\$90,751,634.10</b>	<b>\$1,179,306.58</b>	<b>1.30%</b>
	<b>LIABILITIES AND FUND EQUITY TOTALS</b>	<b>\$247,181,106.01</b>	<b>\$246,324,671.90</b>	<b>\$856,434.11</b>	<b>0.35%</b>
	Fund <b>950 - SRWA - JPA</b> Totals	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
	Fund Type Totals	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
	Fund Category <b>Trust and Agency Funds</b> Totals	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>
	Grand Totals	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>



**Agenda Item 3.B.2  
Plant Manager's Update**

**June 18, 2026**

# Plant Manager Report

- **Staffing**
- **Water Quality**
- **Water Delivery**

# Staffing



# Staffing

<b>Position</b>	<b>Count</b>	<b>Vacant Position Status</b>
Supervisor	0 of 1	Currently Recruiting
Sr. Operator (Internal)	5 of 5	N/A
Sr. Operator (Contract)	0	N/A
Operator II	2 of 2	N/A
Operator I	2 of 2	N/A
Total	9 of 10	

# Water Quality



# Water Quality

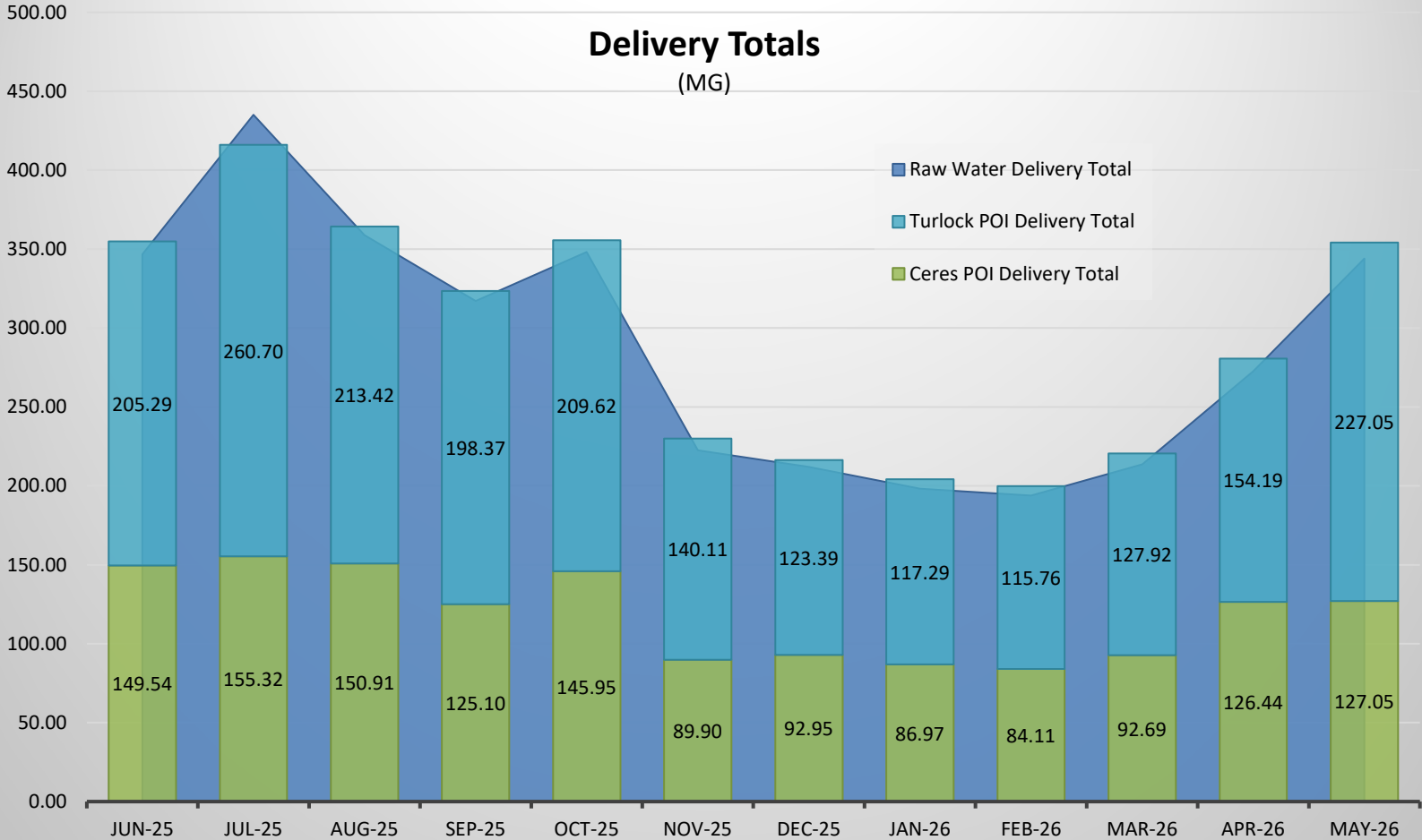
mg/L

Year	Month	Raw TOC	Finished TOC	Removal	RAA > 1
2025	June	1.70	1.10	35.29	
	July	2.10	1.20	42.86	
	August	1.80	1.20	35.00	
	September	1.40	0.90	35.71	
	October	1.80	1.00	44.44	
	November	0.90	0.50	44.44	
	December	1.30	0.80	38.46	
2026	January	1.80	1.40	35.00	
	February	1.50	0.90	40.00	
	March	1.80	1.10	38.89	
	April	1.40	1.00	35.00	
	May	1.74	1.19	35.00	1.10

# Delivery



# Water Treated and Delivered





**SRWA**  
STANISLAUS REGIONAL  
WATER AUTHORITY

[www.stanrwa.com](http://www.stanrwa.com)





1. A. **CALL TO ORDER:** Chair Bublak called the meeting at 12:00 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL AND DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**

PRESENT: Director Erika Phillips, Vice Chair Javier Lopez, and Chair Amy Bublak

ABSENT: Director James Casey

Director Casey	Director Phillips	Vice Chair Lopez	Chair Bublak
Absent	None	None	None

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. A. **SPECIAL BRIEFINGS:** None

B. **STAFF UPDATES:**

1. General Manager Update

General Manager Chris Fisher presented a power point on the environmental clearance/permitting, the TID recycled water update, the watershed sanitary survey, construction update, and a community outreach update.

2. Plant Manager Update

Finance Manager Isaac Moreno provided the financial summary update.

C. **PUBLIC PARTICIPATION:**

Chair Bublak opened public participation for public comment. There were no comments from the public, and Chair Bublak closed public participation.

4. **CONSENT CALENDAR:**

A. Motion: Approving the Minutes of April 16, 2026 Regular SRWA Board Meeting

**Action:** Motion by Director Phillips, seconded by Vice Chair Lopez, to adopt the Consent Calendar, and carried 3/0 by the following vote:

Director Casey	Director Phillips	Vice Chair Lopez	Chair Bublak
Absent	Yes	Yes	Yes

**5. PUBLIC HEARINGS:**

- A. Resolution: Adopting the 2025 Urban Water Management Plan and Adopting the 2025 Urban Water Management Plan prepared jointly between the Stanislaus Regional Water Authority (“Authority”) and the City of Turlock, attached hereto as Exhibit A, and authorizing and directing the General Manager or his/her designee to implement the Plan in accordance with its terms and schedule

General Manager presented the 2025 Urban Water Management Plan.

Chair Bublak opened the item for public participation and with none, Chair Bublak closed public participation.

**Action:** Motion by Director Phillips, seconded by Vice Chair Lopez, to adopt the Consent Calendar, and carried 3/0 by the following vote:

Director Casey	Director Phillips	Vice Chair Lopez	Chair Bublak
Absent	Yes	Yes	Yes

**6. SCHEDULED MATTERS:**

- A. Motion: Approving stand-alone Stanislaus Regional Water Authority Board Policy and Procedure Titled “Speakers at Meetings - Public”, establishing procedures for public comment at meetings of the SRWA Board of Directors

General Manager Fisher introduced the item.

Chair Bublak opened the item for public participation and with none, Chair Bublak closed public participation.

**Action:** Motion by Vice Chair Lopez, seconded by Director Phillips, to adopt the Consent Calendar, and carried 3/0 by the following vote:

Director Casey	Director Phillips	Vice Chair Lopez	Chair Bublak
Absent	Yes	Yes	Yes

- B. Discussion: Provide direction to the General Manager and General Counsel on whether to further pursue amending the JPA to include a tie-breaker provision

General Manager Fisher presented the item and requested direction to amend the JPA regarding the tie-breaker provision.

Action: No action taken, discussion only.

C. Draft SRWA O&M Budgets for Fiscal Year 2026-2027

Finance Manager Moreno presented the draft budget to the Directors for informational purposes.

Chair Bublak opened the item for public participation and with none, Chair Bublak closed public participation.

Action: No action taken as the Board received presentation.

7. **BOARD ITEMS FOR FUTURE CONSIDERATION:** None
8. **BOARD COMMENTS:** None
9. **NEXT MEETING DATE:** June 18, 2026
10. **CLOSED SESSION:** None
11. **ADJOURNMENT:** Chair Bublak adjourned the meeting at 12:42 p.m.

Respectfully submitted,

---

Kelly Renteria, Board Secretary



From: Salena Estrada, SRWA Water Treatment Plant Manager

Prepared by: Janice Virgo, Staff Services Assistant

## 1. ACTION RECOMMENDED:

Motion: Approving an agreement with Microbac Laboratories, Inc. for Laboratory Analysis Services for the Stanislaus Regional Water Authority Water Treatment Plant for a period of five (5) years not to exceed \$125,000.

## 2. DISCUSSION OF ISSUE:

### Competitive Solicitation

The City of Turlock issued RFP No. 2026-RFP-016 for Laboratory Analysis Services. Upon review of the proposals received, Microbac Laboratories, Inc. was determined to be the most responsive proposer and offered the best value to the Stanislaus Regional Water Authority (SRWA) based on the evaluation criteria established in the solicitation.

### Background

The SRWA Water Treatment Plant is required to conduct routine laboratory testing to comply with State Water Resources Control Board and U.S. Environmental Protection Agency drinking water monitoring requirements. Laboratory analysis results are used to verify water quality, support operational decisions, and demonstrate regulatory compliance. If approved, Microbac Laboratories, Inc. will provide certified laboratory testing and analytical services in accordance with State and Federal drinking water regulations.

Microbac Laboratories maintains California Environmental Laboratory Accreditation and provides sample bottle preparation, sample kit delivery and pickup, electronic reporting, quality assurance documentation, and regulatory reporting support. The laboratory is located in Turlock, California, allowing timely response and convenient support for SRWA operations.

### Recommendation

Staff recommends approval of the agreement with Microbac Laboratories, Inc. for Laboratory Analysis Services for the SRWA Water Treatment Plant.

### Basis for Recommendation:

- A. Microbac Laboratories maintains California Environmental Laboratory Accreditation and has extensive experience providing analytical testing services for public water systems.
- B. The laboratory is located in Turlock, California which provides timely sample handling, rapid turnaround of analytical results, and convenient support for SRWA operations.
- C. The proposed agreement ensures continuity of laboratory testing services required to meet State and Federal drinking water monitoring and reporting requirements.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

Funding for this agreement is available in Fund “Contractual Services” Account No. 950-53-550.43314 - Contract Help Services.

The agreement will be for a five-year term with an annual not-to-exceed amount of \$25,000, for a total contract amount not to exceed \$125,000 over the term of the agreement.

**4. GENERAL MANAGER’S COMMENTS:**

Recommends approval.

**5. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA Guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**6. ALTERNATIVES:**

- A. The Board may choose not to approve the agreement; however, this is not recommended as laboratory analysis services are necessary to support drinking water quality monitoring, regulatory compliance, and operational requirements of the SRWA Water Treatment Plant.

**7. ATTACHMENTS:**

- A. Agreement with Microbac Laboratories, Inc.
- B. Microbac Laboratories, Inc. Proposal Response - RFP No. 2026-RFP-016

**Stanislaus Regional Water Authority**  
**Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Stanislaus Regional Water Authority, a local government agency (“SRWA”), and Microbac Laboratories, Inc. dba GeoAnalytical Lab, a Corporation (“Contractor”), who agree as follows:

**1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A and B (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

**2 Payment**

2.1 SRWA shall pay to Contractor a fee based on:

  X   The fee arrangement described on the attached Exhibit A and C.

The total fee for the Work shall not exceed \$125,000.00, with an annual not-to-exceed amount of \$25,000. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by SRWA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to SRWA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, SRWA shall pay the invoice within 30 days of its receipt.

**3 Term**

3.1 This Agreement shall take effect on the above date and continue in effect for: (a) 5 years from the Effective Date, (b) completion of the Work, or (c) termination as provided below, whichever occurs first. Time is of the essence in this Agreement. If the Exhibits to this Agreement include a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by SRWA for good cause shown by Contractor. If the Exhibits to this Agreement do not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by SRWA upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by SRWA based on the above fee and payment provisions. Compensation under this section shall not

include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. SRWA has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 Intentionally Omitted.

#### **5 Conflict of Interest**

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and SRWA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the SRWA or of any SRWA official, other than normal contract monitoring, and Contractor possesses no authority with respect to any SRWA decision beyond the rendition of information, advice, recommendation or counsel.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting SRWA with any portion of SRWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with SRWA. SRWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with SRWA to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. SRWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to SRWA (“Work Product”) shall be the property of SRWA, and SRWA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without SRWA’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, SRWA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If SRWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then SRWA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to SRWA in paper format, upon request by SRWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to SRWA in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information**

Intentionally Omitted.

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any SRWA facility, plant, building, structure, utility system or other property (“SRWA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any SRWA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on SRWA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to SRWA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to SRWA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to

perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: N/A

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor's Public Works Contractor Registration Number: N/A

9.3 Intentionally Omitted.

## 10 Indemnification

10.1 Contractor shall indemnify, defend, protect, and hold harmless SRWA, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of SRWA or its employees or agents. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a "design professional" as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor's total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor's proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

## 11 Insurance

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
-------------	---------------	--------------

Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$2,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the SRWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the SRWA. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name SRWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. SRWA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to SRWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to SRWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers'

compensation policy must be endorsed to contain a subrogation waiver in favor of SRWA for the Work performed by Contractor.

11.3 Proof of Insurance. Upon request, Contractor shall provide to SRWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to SRWA is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not SRWA employees, and they are not entitled to SRWA employment salary, wages or benefits. Contractor shall pay, and SRWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify SRWA, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without SRWA's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to SRWA in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other

breach or default. No payment by SRWA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

**12.6 Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

**12.7 Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where SRWA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

**12.8 Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA:

Stanislaus Regional Water Authority  
Attn:Chris Fisher  
156 S. Broadway Suite 270  
Turlock, CA 95380  
E-mail:CFisher@turlock.ca.us

Contractor:

Microbac Laboratories, Inc. dba GeoAnalytical Lab  
Attn: Mario D'Onofrio  
2300 Maryann Drive  
Turlock, CA 95380  
E-mail:Mario.Donofrio@microbac.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

**12.9 Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

---

Stanislaus Regional Water Authority:

Microbac Laboratories, Inc. dba GeoAnalytical Lab:

---

**DATE SIGNED**

---

**DATE SIGNED**

---

**SIGNATURE**

---

**SIGNATURE**

Christopher Fisher

Mario D'Onofrio

---

**FULL NAME**

---

**FULL NAME**

General Manager

Technical Manager

---

**TITLE**

---

**TITLE**

## Exhibits List

A - Price\_Proposal

B - Methodology\_for\_Scope\_of\_Work

C - Exhibit\_A\_Addendum

D - Laboratory\_Staff\_Organization\_and\_Responsibilities

**Exhibit A**

Price\_Proposal

SB 1383 requirements are **not applicable** to this solicitation.

**SECTION 13: PRICE PROPOSAL**

**CONVENTIONAL**

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
1	Ammonia as N	mg/L	SM4500NH3-C or equivalent	1	28 days	60	\$33.60
2	Hardness, Total (as CaCO3)	mg/L	EPA 200.7	2.5	6 months	20	\$42.00
3	Methylene active blue substances (MBAS)	mg/L	SM5540C	0.05	48 hours	14	\$184.00
4	Turbidity	NTU	SM2130B	0.1	24 hours	15	\$25.20
5	BOD, 5-day	mg/L	SM5210B	2	6 hours	35	\$33.60
6	Fecal Coliform Organisms	MPN/100mL	SM9221E	<1.8	6 hours	14	\$50.40
7	Total Coliform Organisms	MPN/100mL	SM9221B	<1.8	6 hours	30	\$50.40!
8	Total Coliform Organisms	MPN/100mL	SM9223B	<1	6 hours	60	\$42.00!
9	E. coli Organisms	MPN/100mL	SM9223B	<1	6 hours	60	\$42.00!
10	Heterotrophic Plate Count (HPC)	CFU/ mL	SM9215B or equivalent	1	8 hours	20	\$46.20
11	Nitrate as N	mg/L	EPA 300	0.25	48 hours	82	\$25.20
12	Nitrite as N	mg/L	EPA 300	0.4	48 hours	24	\$25.20
13	Nitrate plus Nitrite as N	mg/L	EPA 300	0.2	48 hours	24	\$54.60
14	Total Kjeldahl Nitrogen (TKN)	mg/L	SM4500NH3-B,B	2.5	7 days	12	\$42.00
15	Total Suspended Solids (TSS)	mg/L	SM2540D	5	7 days	35	\$33.60
16	Total Dissolved Solids (TDS)	mg/L	SM2540C	10	7 days	12	\$21.00
17	Total Solids (TS)	mg/L	SM2540B	10	7 days	24	\$21.00
18	pH	Std. units	SM4500H+B	0.1	Analyze immediately (0.25 hour)	20	\$16.80

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
19	Temperature	°C	SM2560B	0.1	Analyze immediately (0.25 hour)	20	\$12.60
20	Specific Conductance (EC)	µmhos/cm	SM2510B or equivalent	1	28 days	20	\$16.80

### PRIORITY POLLUTANT METALS & CYANIDE

Line Item	Constituent	Unit	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
21	Antimony	µg/L	EPA 200.8	0.5	6 months	24	\$28.60
22	Arsenic	µg/L	EPA 200.8	1	6 months	60	\$28.60
23	Beryllium	µg/L	EPA 200.8	0.1	6 months	24	\$28.60
24	Cadmium	µg/L	EPA 200.8	0.1	6 months	24	\$28.60
25	Chromium (Total)	µg/L	EPA 200.8	0.5	6 months	24	\$28.60
26	Chromium (III)	µg/L	[CALC]	0.5	6 months	24	\$16.00
27	Chromium (VI)	µg/L	EPA 218.6	0.5	6 months	24	\$92.40
28	Copper	µg/L	EPA 200.8	0.5	6 months	60	\$28.60
29	Lead	µg/L	EPA 200.8	0.5	6 months	60	\$28.60
30	Mercury	ng/L	EPA 1631E	0.5	28 days	24	\$162.75
31	Nickel	ug/L	EPA 200.8	1	6 months	24	\$28.60
32	Selenium	ug/L	EPA 200.8	1	6 months	24	\$28.60
33	Silver	ug/L	EPA 200.8	0.25	6 months	24	\$28.60
34	Thallium	ug/L	EPA 200.8	1	6 months	24	\$28.60
35	Zinc	ug/L	EPA 200.8	1	6 months	24	\$28.60
36	Cyanide	ug/L	SM4500CN E	5	24 hours	24	\$80.00

### SEMI AND NON-VOLATILE ORGANICS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
37	2-Chlorophenol	ug/L	EPA 625.1	2	7 days	24	*
38	2,4-Dichlorophenol	ug/L	EPA 625.1	1	7 days	24	*
39	2,4-Dimethylphenol	ug/L	EPA 625.1	1	7 days	24	*
40	2-Methyl-4,6- Dinitrophenol	ug/L	EPA 625.1	5	7 days	24	*
41	2,4-Dinitrophenol	ug/L	EPA 625.1	5	7 days	24	*
42	2-Nitrophenol	ug/L	EPA 625.1	2	7 days	24	*
43	4-Nitrophenol	ug/L	EPA 625.1	10	7 days	24	*
44	3-Methyl-4-Chlorophenol	ug/L	EPA 625.1	1	7 days	24	*
45	Pentachlorophenol (PCP)	ug/L	EPA 625.1	1	7 days	24	*
46	Phenol	ug/L	EPA 625.1	1	7 days	24	*
47	2,4,6-Trichlorophenol	ug/L	EPA 625.1	2	7 days	24	*
48	Acenaphthene	ug/L	EPA 625.1	0.5	7 days	24	*
49	Acenaphthylene	ug/L	EPA 625.1	0.2	7 days	24	*
50	Anthracene	ug/L	EPA 625.1	2	7 days	24	*
51	Benzidine	ug/L	EPA 625.1	5	7 days	24	*
52	Benzo(a)anthracene	ug/L	EPA 625.1	2	7 days	24	*
53	Benzo(a)pyrene	ug/L	EPA 625.1	2	7 days	24	*
54	Benzo(b)fluoranthene	ug/L	EPA 625.1	2	7 days	24	*
55	Benzo(ghi)perylene	ug/L	EPA 625.1	0.3	7 days	24	*
56	Benzo(k)fluoranthene	ug/L	EPA 625.1	2	7 days	24	*
57	Bis (2- chloroethoxy) methane	ug/L	EPA 625.1	2	7 days	24	*
58	Bis (2-chloroethyl) ether	ug/L	EPA 625.1	1	7 days	24	*
59	Bis (2- chloroisopropyl) ether	ug/L	EPA 625.1	2	7 days	24	*

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
60	Bis (2- ethylhexyl) phthalate	ug/L	EPA 625.1	1	7 days	24	*
61	4-Bromophenyl phenyl ether	ug/L	EPA 625.1	2	7 days	24	*
62	Butylbenzyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
63	2-Chloronaphthalene	ug/L	EPA 625.1	2	7 days	24	*
64	4-Chlorophenyl phenyl ether	ug/L	EPA 625.1	2	7 days	24	*
65	Chrysene	ug/L	EPA 625.1	2	7 days	24	*
66	Dibenzo (a,h) anthracene	ug/L	EPA 625.1	0.2	7 days	24	*
67	Diethyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
68	Dimethyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
69	Di-n-butyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
70	2,4-Dinitrotoluene	ug/L	EPA 625.1	2	7 days	24	*
71	2,6-Dinitrotoluene	ug/L	EPA 625.1	2	7 days	24	*
72	Di-n-octyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
73	1,2-Diphenylhydrazine	ug/L	EPA 625.1	1	7 days	24	*
74	Fluoranthene	ug/L	EPA 625.1	0.4	7 days	24	*
75	Fluorene	ug/L	EPA 625.1	0.3	7 days	24	*
76	Hexachlorobenzene	ug/L	EPA 625.1	1	7 days	24	*
77	Hexachlorobutadiene	ug/L	EPA 625.1	1	7 days	24	*
78	Hexachlorocyclopentadiene	ug/L	EPA 625.1	2	7 days	24	*
79	Hexachloroethane	ug/L	EPA 625.1	1	7 days	24	*
80	Indeno(1,2,3-cd)pyrene	ug/L	EPA 625.1	0.3	7 days	24	*
81	Isophorone	ug/L	EPA 625.1	1	7 days	24	*
82	Parachlorometa cresol	ug/L	EPA 625.1	1	7 days	24	*

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
83	Naphthalene	ug/L	EPA 625.1	0.3	7 days	24	*
84	Nitrobenzene	ug/L	EPA 625.1	1	7 days	24	*
85	N-nitrosodimethylamine	ug/L	EPA 625.1	5	7 days	24	*
86	N-nitrosodi-n- propylamine	ug/L	EPA 625.1	2	7 days	24	*
87	N-nitrosodiphenylamine	ug/L	EPA 625.1	1	7 days	24	*
88	Phenanthrene	ug/L	EPA 625.1	0.26	7 days	24	*
89	Pyrene	ug/L	EPA 625.1	0.4	7 days	24	*
90	1,2,4-Trichlorobenzene	ug/L	EPA 625.1	1	7 days	24	*
91	1,2 Benzanthracene	ug/L	EPA 625.1	1	7 days	24	*
92	3,4 Benzofluoranthene	ug/L	EPA 625.1	1	7 days	24	*
93	Di(2-ethylhexyl)adipate	ug/L	EPA 625.1	2	7 days	24	*

### VOLATILE ORGANICS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
94	Acrolein	ug/L	EPA 624.1	5	14 days	24	**
95	Acrylonitrile	ug/L	EPA 624.1	2	14 days	24	**
96	Benzene	ug/L	EPA 624.1	0.5	14 days	24	**
97	Bromoform	ug/L	EPA 624.1	0.5	14 days	24	**
98	Carbon tetrachloride	ug/L	EPA 624.1	0.5	14 days	30	**
99	Chlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
100	Chlorodibromomethane	ug/L	EPA 624.1	0.5	14 days	30	**
101	Chloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
102	2-Chloroethylvinyl ether	ug/L	EPA 624.1	1	14 days	24	**

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
103	Chloroform	ug/L	EPA 624.1	0.5	14 days	24	**
104	Dichlorobromomethane	ug/L	EPA 624.1	0.5	14 days	24	**
105	1,2-Dibromo-3- chloropropane (DBCP)	ug/L	EPA 504.1	0.01	14 days	24	*++++
106	1,2-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
107	1,3-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
108	1,4-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
109	1,1-Dichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
110	1,2-Dichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
111	1,1-Dichloroethylene (DCE)	ug/L	EPA 624.1	0.5	14 days	24	**
112	1,2-Dichloropropane	ug/L	EPA 624.1	0.5	14 days	24	**
113	1,3-Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
114	cis-1,3- Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
115	trans-1,3- Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
116	Ethylbenzene	ug/L	EPA 624.1	0.5	14 days	24	**
117	Ethylene Dibromide (EDB), or 1,2-Dibromoethane	ug/L	EPA 504.1	0.02	14 days	36	*++++
118	Methyl-tert-butyl-ether (MTBE)	ug/L	EPA 8260	1	14 days	24	***
119	Methyl bromide (Bromomethane)	ug/L	EPA 624.1	1	14 days	24	**
120	Methyl chloride	ug/L	EPA 624.1	0.5	14 days	24	**
121	Methylene chloride	ug/L	EPA 624.1	0.5	14 days	24	**
122	1,1,2,2- Tetrachloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
123	Tetrachloroethylene (PCE)	ug/L	EPA 624.1	0.5	14 days	24	**
124	Trichlorofluoromethane	ug/L	EPA 624.1	0.5	14 days	24	**
125	Styrene	ug/L	EPA 8260	1	14 days	24	***

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
126	Xylenes	ug/L	EPA 624.1	0.5	14 days	24	**
127	Toluene	ug/L	EPA 624.1	0.5	14 days	24	**
128	trans-1,2- Dichloroethylene	ug/L	EPA 624.1	0.5	14 days	24	**
129	1,1,1-Trichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
130	1,1,2-Trichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
131	Trichloroethylene (TCE)	ug/L	EPA 624.1	0.5	14 days	24	**
132	Vinyl chloride	ug/L	EPA 624.1	0.5	14 days	24	**
133	1,2,3-Trichloropropane (TCP)	ug/L	SRL 524M-TCP	0.005	14 days	48	\$138.60
134	1,2-Dibromo-3-chloropropane (DBCP)	ug/L	EPA 504.1	0.01	14 days	36	*+++
135	Volatile Organics	ug/L	EPA 524.2	--	14 days	24	\$231.00

### CHLORINATED PESTICIDES & PCBS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
136	Aldrin	ug/L	EPA 608.3	0.005	7 days	24	****
137	alpha-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
138	beta-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
139	delta-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
140	gamma-BHC (Lindane)	ug/L	EPA 608.3	0.005	7 days	24	****
141	Chlordane	ug/L	EPA 608.3	0.1	7 days	24	****
142	4,4'-DDD	ug/L	EPA 608.3	0.05	7 days	24	****
143	4,4'-DDE	ug/L	EPA 608.3	0.05	7 days	24	****
144	4,4'-DDT	ug/L	EPA 608.3	0.01	7 days	24	****
145	Dieldrin	ug/L	EPA 608.3	0.01	7 days	24	****

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
146	Endosulfan I	ug/L	EPA 608.3	0.05	7 days	24	****
147	Endosulfan II	ug/L	EPA 608.3	0.05	7 days	24	****
148	Endosulfan sulfate	ug/L	EPA 608.3	0.05	7 days	24	****
149	Endrin	ug/L	EPA 608.3	0.01	7 days	24	****
150	Endrin aldehyde	ug/L	EPA 608.3	0.01	7 days	24	****
151	Endrin ketone	ug/L	EPA 608.3	0.01	7 days	24	****
152	Heptachlor	ug/L	EPA 608.3	0.01	7 days	24	****
153	Heptachlor epoxide	ug/L	EPA 608.3	0.01	7 days	24	****
154	Methoxychlor	ug/L	EPA 608.3	1	7 days	24	****
155	PCB 1016	ug/L	EPA 608.3	0.5	7 days	24	****
156	PCB 1221	ug/L	EPA 608.3	0.5	7 days	24	****
157	PCB 1232	ug/L	EPA 608.3	0.5	7 days	24	****
158	PCB 1242	ug/L	EPA 608.3	0.5	7 days	24	****
159	PCB 1248	ug/L	EPA 608.3	0.5	7 days	24	****
160	PCB 1254	ug/L	EPA 608.3	0.5	7 days	24	****
161	PCB 1260	ug/L	EPA 608.3	0.5	7 days	24	****
162	Toxaphene	ug/L	EPA 608.3	0.5	7 days	24	****
163	Atrazine	ug/L	EPA 507	0.5	14 days	24	+++
164	Alachor	ug/L	EPA 507	1	14 days	24	+++
165	Bentazon	ug/L	EPA 515.4	2	14 days	24	+
166	Carbofuran	ug/L	EPA 531.2	2	28 days	24	++
167	2,4-D	ug/L	EPA 515.4	10	14 days	24	+
168	Dalapon	ug/L	EPA 515.4	10	14 days	24	+

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
169	Dinoseb	ug/L	EPA 515.4	2	14 days	24	+
170	Diquat	ug/L	EPA 549.2	4	7 days	24	\$204.75
171	Endothal	ug/L	EPA 548.1	45	7 days	24	\$183.75
172	Molinate (Ordram)	ug/L	EPA 507	2	14 days	24	+++
173	Oxamyl	ug/L	EPA 531.2	20	28 days	24	++
174	Picloram	ug/L	EPA 515.3	1	14 days	24	+
175	Simazine (Princep)	ug/L	EPA 507	1	14 days	24	+++
176	Thiobencarb	ug/L	EPA 525.3	1	14 days	24	\$155.40
177	2,4,5-TP (Silvex)	ug/L	EPA 515.4	2	14 days	24	+

### OTHER CONSTITUENTS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
178	Chlorpyrifos	ug/L	EPA 625.1M	0.015	14 days	24	++++
179	Diazinon	ug/L	EPA 625.1M	0.1	14 days	24	++++
180	2,3,7,8-TCDD (Dioxin)	ug/L	EPA 1613B	0.000005	30 days	24	\$365.00
181	Aluminum	ug/L	EPA 200.8	50	6 months	24	\$28.60
182	Asbestos	MFL	EPA 100.1/100.2	2	48 hours	14	\$252.00
183	Iron	ug/L	EPA 200.8	50	6 months	29	\$28.60
184	Manganese	ug/L	EPA 200.8	10	6 months	29	\$28.60
185	Oil and Grease	mg/L	EPA 1664A	5	28 days	25	\$92.40
186	Methylmercury	ng/L	EPA 1630	0.05	6 months	14	\$300.00
187	Magnesium	mg/L	EPA 200.7	1	6 months	24	\$18.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
188	Barium	ug/L	EPA 200.8	10	6 months	29	\$28.60
189	Boron	ug/L	EPA 200.8	100	6 months	29	\$28.60
190	Phosphorus, Total as P	mg/L	SM4500P E	0.05	28 days	40	\$37.80
191	Chloride	mg/L	EPA 300	5	48 hours	29	\$21.00
192	Potassium	mg/L	EPA 200.7	1	6 months	12	\$18.60
193	Sodium	mg/L	EPA 200.7	1	6 months	12	\$18.60
194	Tributyltin	ug/L	GC/MS by Krone, et al, 1989	0.005	7 days	14	\$322.00
195	Total Alkalinity as CaCO <sub>3</sub> (including alkalinity series)	mg/L	SM2320B	20	14 days	12	\$25.20
196	Cation-Anion Balance	%	SM1030E	--	--	12	\$12.00
197	Fluoride	ug/L	SM4500-F C	0.1	28 days	24	\$21.00
198	Calcium	mg/L	EPA 200.7	1	6 months	24	\$18.60
199	Molybdenum	ug/L	EPA 200.8	5	6 months	24	\$28.60
200	Sulfate	mg/L	EPA 300	1.3	28 days	24	\$21.00
201	Sulfide (as S)	mg/L	SM4500S F	1	7 days	24	\$25.20
202	Sulfite (as SO <sub>3</sub> )	mg/L	SM4500-SO <sub>3</sub>	5	7 days	24	\$46.20
203	Dissolved Oxygen	mg/L	SM4500-O G or equivalent	0.6	Analyze immediately (0.25 hour)	6	\$16.00
204	Chlorine, Total Residual	mg/L	SM4500-Cl D or equivalent	0.1	Analyze immediately (0.25 hour)	180	\$21.00
205	Chlorine, Low Level Total Residual	mg/L	SM4500-Cl E or equivalent	0.05	Analyze immediately (0.25 hour)	180	\$29.40
206	Chlorine, Free Residual	mg/L	SM4500-Cl D or equivalent	0.1	Analyze immediately (0.25 hour)	180	\$21.00

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
207	Acute ToxiCity Testing	% Survival	EPA 821-R-02-012 5th Edition	--	24 hours	4	\$955.00
208	Chronic ToxiCity Testing (C. dubia)	TUc, % effect	EPA 821-R-02-013 4th Edition	--	24 hours	4	\$1900.00
209	% Potash	% dry	EPA 6010B	0.1	6 months	6	\$32.00
210	Soluble % Potash	%	STLC 6010B	0.002	6 months	6	\$100.00
211	Aluminum	mg/Kg	EPA 6020B	5	6 months	6	\$28.60
212	Antimony	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
213	Arsenic	mg/Kg	EPA 6020B	1	6 months	6	\$28.60
214	Barium	mg/Kg	EPA 6020B	5	6 months	6	\$28.60
215	Beryllium	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
216	Boron	mg/Kg	EPA 6020B	5	6 months	6	\$28.60
217	Cadmium	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
218	Chromium	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
219	Cobalt	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
220	Copper	mg/Kg	EPA 6020B	2.5	6 months	6	\$28.60
221	Iron	mg/Kg	EPA 6020B	5	6 months	6	\$28.60
222	Lead	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
223	Magnesium	mg/Kg	EPA 6020B	50	6 months	6	\$28.60
224	Manganese	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
225	Molybdenum	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
226	Nickel	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
227	Phosphorus	mg/Kg	EPA 6020B	50	6 months	6	\$28.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
228	Potassium	mg/Kg	EPA 6020B	50	6 months	6	\$28.60
229	Selenium	mg/Kg	EPA 6020B	1	6 months	6	\$28.60
230	Silver	mg/Kg	EPA 6020B	5	6 months	6	\$28.60
231	Sodium	mg/Kg	EPA 6020B	50	6 months	6	\$28.60
232	Thallium	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
233	Vanadium	mg/Kg	EPA 6020B	0.5	6 months	6	\$28.60
234	Zinc	mg/Kg	EPA 6020B	2.5	6 months	6	\$28.60
235	Soluble Aluminum	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
236	Soluble Antimony	mg/L	STLC 6020B	0.01	6 months	6	\$28.60
237	Soluble Arsenic	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
238	Soluble Barium	mg/L	STLC 6020B	0.01	6 months	6	\$28.60
239	Soluble Beryllium	mg/L	STLC 6020B	0.01	6 months	6	\$28.60
240	Soluble Boron	mg/L	STLC 6020B	0.01	6 months	6	\$28.60
241	Soluble Cadmium	mg/L	STLC 6020B	0.01	6 months	6	\$28.60
242	Soluble Chromium	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
243	Soluble Cobalt	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
244	Soluble Copper	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
245	Soluble Iron	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
246	Soluble Lead	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
247	Soluble Magnesium	mg/L	STLC 6020B	1	6 months	6	\$28.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
248	Soluble Manganese	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
249	Soluble Molybdenum	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
250	Soluble Nickel	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
251	Soluble Selenium	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
252	Soluble Silver	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
253	Soluble Thallium	mg/L	STLC 6020B	0.02	6 months	6	\$28.60
254	Soluble Vanadium	mg/L	STLC 6020B	0.05	6 months	6	\$28.60
255	Soluble Zinc	mg/L	STLC 6020B	0.1	6 months	6	\$28.60
256	Gross Alpha	pCi/L	EPA 900.0	3	6 months	18	\$78.00
257	Uranium	pCi/L	EPA 200.8	0.67	6 months	9	\$67.20
258	Radium 226 & Radium 228	pCi/L	EPA 903.1 & EPA RA-05	1	6 months	9	\$288.00
259	HAA5	ug/L	EPA 552.3	0.1	14 days	150	\$190.00
260	Trihalomethanes (TTHM)	ug/L	EPA 524.2	0.06	14 days	150	\$142.80
261	Perchlorate	ug/L	EPA 314	6	28 days	18	\$140.00
262	Total Organic Carbon (TOC)	mg/L	SM5310C	0.3	28 days	12	\$42.00
263	Dissolved Organic Carbon (DOC)	mg/L	SM5310C	1	28 days	8	\$50.40
264	Filtering Fee (per set)	--	--	--	--	12	\$6.00
265	Digestion Fee (per set)	--	--	--	--	36	\$15.00
266	Flagging (surcharge %)	%	--	--	--	--	5%
267	EDT Fee (surcharge %)	%	--	--	--	--	5%

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
268	Excel Reporting Fee (surcharge %)	%	--	--	--	--	5%
269	Disposal Fee (note if surcharge %, flat fee per COC or per sample)	-	--	--	--	--	\$5.00 per COC

**SECTION 14: PROPOSAL SUBMISSION REQUIREMENTS**

**1. Qualifications and Experience\***

Upload a document with the following information here:

- Provide a brief history of your business entity and project team.
- Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number, e-mail address, and the website address (if applicable).
- Include Unique Entity Identifier (SAM.GOV)
- If proposing a sub-consultant - describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.
- Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

\*Response required

**2. Methodology Section\***

Upload a document with the following information here:

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- An implementation plan that describes in detail the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.
- Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

\*Response required

## Exhibit B

# Methodology\_for\_Scope\_of\_Work

## **Methodology for Scope of Work in 2026-RFP-016**

**Microbac Laboratories, Inc.**

**UEI: J8C6ZJHRM763**

Technical Manager: Mario D'Onofrio

Mario.Donofrio@microbac.com

(209) 669-0100

2300 Maryann Drive Turlock, CA 95380

*www.microbac.com*

Microbac Laboratories and its subcontracting laboratories all hold California State Water Resources Control Board, Environmental Laboratory Accreditation and can provide analysis to the detection limits as required by State and Federal requirements. All analytical reports of results will clearly state that the constituent was found at a specific concentration or that it was not detected at or below the State DLR. All analysis will be performed in accordance with the standards and procedures set forth by CASWRCB Environmental Laboratory Accreditation Program. Should there be an exceedance or abnormal result with any drinking water and wastewater acute and chronic toxicity or MCL exceedance the laboratory will contact the City of Turlock's laboratory or designated representative within 24 hours. If this should occur after hours, the City of Turlock's emergency contacts will be notified.

Microbac Laboratories and its subcontractors use standard acceptable LIMS software as a part of their quality assurance protocol. The LIMS software that Microbac Laboratories uses is Clinisys Element formally known as Promium. We also have the experience and capability to submit electronic data directly to the California Laboratory Intake Portal (CLIP) reporting system. We make sure to stay up to date with all electronic deliverable updates and can provide confirmation of a successful submission if needed by the City of Turlock.

A crucial component in any successful sampling/analytical relationship is the ability of the laboratory to ensure sample integrity by means of complete documentation of the sample handling process at the laboratory. Confirmation of analysis and their respective hold times are required upon receipt of the samples. Laboratory personnel are notified by our customer support services team of any short hold time analysis to ensure that proper hold times are met and Microbac Laboratories has strict guidelines in place to ensure the proper handling and meeting of all method holding times.

Microbac Laboratories maintains a City of Turlock business license and is located 1.2 miles from the City of Turlock wastewater treatment facility and is 1.8 miles from the downtown offices. The proximity makes us easily available to the City of Turlock 24 hours per day 7 days per week. Our normal business hours to drop off samples without prior notification are 7:30am to 5:30pm Monday through Thursday and 7:30am to 5:00pm on Friday. Although we are not open to the public 24 hours per day, we do have employees in place to accept samples after hours and during the weekends if necessary. We can provide sampling services if the need should arise and are prepared to handle the transportation of samples from the city laboratory to our laboratory.

As mentioned in our Qualification and Experience document, Microbac Laboratories is not only able to meet the 70% in-house analysis minimum but exceeds it. According to our calculations out of 263 total items listed, 235 are in-house analysis with 28 needing to be subcontracted resulting in 89.35% being performed by Microbac Laboratories. The analysis that would be subcontracted would be sent to the following laboratories: Aqua Science, Caltest Analytical Laboratory, EMSL Analytical, FGL Environmental, and Weck Laboratories, Inc. All of these subcontract laboratories are ones that we have an established relationship with and who have proven they can meet the RFP requirements.

Microbac Laboratories can provide the following services to be included in the cost contained in this RFP:

- Sample bottles/kits. Sample kits (cooler) containing pre-labeled sample bottles, preserved sample bottles that are appropriate for the requested analyses, chain of custody forms, ice packs, and return shipping labels, if necessary.
- Sample bottle/kits delivery and pick-up from the Water Quality Control Laboratory and SRWA.
- Disposal of samples.
- Electronic reporting that allows for City and SRWA staff access to current and historical data reports.
- Electronic reporting of analytical results using CASWRCB, Division of Drinking Water (CASWRCB-DDW) CLIP software or the current California State required software and documented transmission of data with each deliverable report.
- Quality Assurance/Quality Control data report provided for each analysis.

Throughout our 50 years in business, we have successfully completed both large and small projects from various sources. Microbac Laboratories has had federal contracts and has continuous working relationships with multiple municipalities not just in Stanislaus County, but throughout the Central Valley. We also provide services for large companies in the private sector and have extensive experience as a laboratory for many consulting firms, both environmental and geological in California. In a separate attachment we will provide a list of at least three references for other public agencies that have had similar services provided by us over the last five years. Thank you for your time and for considering Microbac Laboratories.

**Exhibit C**

**Exhibit\_A\_Addendum**

**Exhibit A Addendum**  
group pricing for multiple constituents

<b>Method</b>	<b>Unit Price</b>
* EPA Method 625 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$323.40
** EPA Method 624 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$288.75
** EPA Method 624 (single constituent) <i>if a single constituent is needed the individual price rather than the group price will apply</i>	\$110.00
** EPA Method 624 (Acrolein & Acrylonitrile) <i>if these two constituents are run only by themselves this price will apply rather than group price</i>	\$125.00
*** EPA Method 8260 <i>the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$150.00
**** EPA Method 608 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$260.00
+ EPA Method 515 with 515.3 & 515.4 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$189.00
++ EPA Method 531 <i>the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$156.00
+++ EPA Method 507 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$138.60
++++ EPA Method 625.1M <i>the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$190.00
*+++ EPA Method 504 <i>all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price</i>	\$79.80

**! EPA Method 9221B & 9223 B**

*for method 9221B both Total and Fecal Coliform are included in the price and for method 9223B both Total Coliform and E. coli are included in the price*

**EPA Method STLC 6020B**

**\$80.00**

*There is a single \$80.00 sample prep charge per sample for STLC extraction. This is charged per sample regardless of the number of metals run on that sample. It is not a per metal charge. The metal is charged separately.*

**Rush Charges**

*Our standard TAT is 7 business days, some analysis especially those being subcontracted with require additional time.*

***RUSH Surcharges Same Day TAT: 200%***

***RUSH Surcharges 24hr TAT: 100%***

***RUSH Surcharges Less Than Standard TAT but NOT 24hr: 50%***

## Exhibit D

# Laboratory\_Staff\_Organization\_and\_Responsibilitie

S

# Laboratory Staff Organization and Responsibilities

**Microbac Laboratories, Inc.**

**UEI: J8C6ZJHRM763**

Technical Manager: Mario D'Onofrio

Mario.Donofrio@microbac.com

(209) 669-0100

2300 Maryann Drive Turlock, CA 95380

*www.microbac.com*

Microbac Laboratories currently has eight departments within the laboratory. They are as follows:

- Quality Assurance
- Inorganics/Wet Chemistry
- Metals
- Microbiology
- Volatile Organics
- Semi-Volatile Organics
- Field and Support Services
- Customer & Administrative Services

**Technical Manager:** Mario D'Onofrio

**Responsibilities include:** Managing the day to day functions of the laboratory, final review of all data generated by the laboratory, ensuring accuracy and quality of data, and supervising all personnel employed by the laboratory

**Quality Assurance Officer:** Jeffrey Schindler

**Responsibilities include:** developing and managing the QA plan revising as needed, coordinating Performance Testing (PT) studies, developing precision and accuracy guidelines, prescribing and monitoring corrective action, approving SOPs, maintaining ELAP certification

**Inorganics & Wet Chemistry Department Manager:** Mason Stonebarger

**Responsibilities include:** Overseeing the department that includes a TOC analyzer and three ion chromatographs. This section of the laboratory covers distillations, gravimetric, titrimetric, and colorimetric methods as described in Standard Methods for the Determination of Water and Wastewater, and 100, 200, 300, and 400 series EPA methods.

**Metals Department Manager:** Heiry Ramos

**Responsibilities include:** Overseeing the department that includes an ICP, an ICP/MS, digestors, and various shakers for sample prep and analysis described in Standard Methods for the Determination of Water and Wastewater, as well as 200, and 6000 series EPA Methods.

**Microbiology Department Manager:** Mario D'Onofrio

**Responsibilities include:** Overseeing the performance of biological methods which include Coliform bacteria testing, Heterotrophic Plate Count (HPC), and Biochemical Oxygen Demand (BOD).

**Volatile Organics Department Manager:** Mario D'Onofrio

**Responsibilities include:** Overseeing the GC and GC/MS methods using Purge & Trap sample preparation. GC methods include the 500, 600, and 8000 series EPA methods for the analysis of solvents and light hydrocarbon fuels.

**Semi-Volatile Organics Department Manager:** Mario D'Onofrio

**Responsibilities include:** Overseeing the Organic Extraction Lab (sample prep) as well as Semi-Volatile GC analysis. GC methods include the 500, 600, and 8000 series EPA methods for the analysis of industrial chemicals, pesticides, and heavier hydrocarbon fuels.

**Field and Support Services Department Manager:** Craig Patterson

**Responsibilities include:** Overseeing all field sampling activities and scheduling. Field sampling activities include groundwater, surface water, and soil sampling which involves the use of bailers, submersible pumps, soil augers, etc. as well as field measurements such as pH, conductivity, ORP, temperature, and residual chlorine.

**Customer & Administrative Services:** Joseph Lopez, Caroline Luvaha, Myrianna Ruzbarsky, and Katie Wurm

**Responsibilities include:** sample receiving, sample control, Certificate of Analysis (COA) and QC result report generation.

From: Christopher Fisher, General Manager

Prepared by: Christopher Fisher, General Manager

## **1. ACTION RECOMMENDED:**

Motion: Approving an Amendment to the Joint Exercise of Powers Agreement between the Cities of Ceres and Turlock for the Stanislaus Regional Water Authority and directing the General Manager to present the amendment to the Cities of Turlock and Ceres for execution

## **2. DISCUSSION OF ISSUE:**

Staff recommends approval of the Fourth Amendment to the Joint Exercise of Powers Agreement (JEPA) between the Cities of Turlock and Ceres governing the Stanislaus Regional Water Authority (SRWA).

### **History**

On September 27, 2011, the Cities of Ceres, Modesto, and Turlock executed an agreement to form the Stanislaus Regional Water Authority (SRWA) as a Joint Powers Authority (JPA). The goal was to "pursue the development and implementation of the Regional Surface Water Supply Project, which will provide a new supply of treated surface water to customers of the Cities to help meet existing and future water needs, improve drinking water quality, and aid the sustainable management of the groundwater basin" (Recital A of the Design-Build Contract with CH2M Hill Engineers, Inc., City of Turlock Contract 2021-094).

On December 15, 2015, the Board approved the Second Amendment to the JEPA to further revise the voting structure following the withdrawal of the City of Modesto from the Authority.

The Third Amendment to the JEPA became effective on July 1, 2018, and provided for alternate Directors, clarified the roles of Directors and Alternate Directors, and addressed matters associated with the Authority's ability to secure long-term debt financing.

### **Previous Board Consideration**

On December 4, 2024, the Board considered a proposed Fourth Amendment to the JEPA that would establish a permanent Ex-officio member authorized to vote only when necessary to break a tie vote of the Directors. Following discussion, the Board elected to table the item and directed the General Manager to seek input

from the Cities of Turlock and Ceres through their respective governance channels before returning the matter to the Board for further consideration.

Following that direction, staff engaged with the member agencies regarding the proposed amendment. The City of Turlock considered the concept and provided feedback indicating there was not significant opposition to the concept of a tie-breaking mechanism. Discussion primarily focused on the qualifications, appointment process, and identity of the individual who would serve in that role. The City of Ceres did not formally consider the matter through its City Council process.

At the April 16, 2026 SRWA Board meeting, the Chair directed the General Manager to return the matter to the Board for further discussion.

On May 21, 2026, the Board considered governance alternatives related to resolving tie votes of the Governing Board. Staff and legal counsel presented several options for consideration. Following discussion, the Board provided direction to proceed with the previously proposed amendment establishing a permanent Ex-officio member who would serve solely as a tie-breaking vote.

### **Current Information**

The proposed Fourth Amendment would authorize the appointment of one Ex-officio member who is an elected or appointed representative of an agency with an interest in the purpose and operation of the Authority. The Ex-officio member would regularly attend Governing Board meetings and would be granted authority to vote only when required to break a deadlock caused by a tie vote of the Directors.

The amendment is intended to provide an orderly governance mechanism to address situations where Board action cannot be taken due to a tie vote while maintaining the existing representation and voting authority of the member agencies.

Staff recommends approval of the Fourth Amendment to the Joint Exercise of Powers Agreement and presentation of the amendment to the Cities of Turlock and Ceres for consideration and execution.

### **3. FISCAL IMPACT/BUDGET AMENDMENT:**

The amendment does not result in additional financial obligations for the SRWA.

### **4. GENERAL MANAGER'S COMMENTS:**

The General Manager recommends approval of this action.

### **5. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This



action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

## **6. ALTERNATIVES:**

The Board may:

1. Approve the Fourth Amendment and direct the General Manager to present the amendment to the Cities of Turlock and Ceres for execution;
2. Direct staff and legal counsel to develop an alternative governance structure to address tie votes and return to the Board at a future meeting; or
3. Decline to pursue any amendment to the JEPA and retain the existing governance structure.

Staff does not recommend Alternatives 2 or 3, as the Board has previously considered the issue and provided direction to proceed with the proposed amendment.

## **7. ATTACHMENTS:**

- A. Fourth Amendment to the JEPA

**AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN THE CITIES OF CERES AND TURLOCK  
FOR THE PURPOSE OF CREATING A JOINT POWERS  
AUTHORITY RESPONSIBLE FOR DECISIONS IN CERTAIN MATTERS  
PERTAINING TO THE MUNICIPAL AND INDUSTRIAL WATER SUPPLY  
PROGRAMS FOR THE AFOREMENTIONED PUBLIC ENTITIES DATED  
DECEMBER 15, 2015, TO PROVIDE FOR THE APPOINTMENT OF A  
PERMANENT EX-OFFICIO GOVERNING BOARD MEMBER**

This “Amendment” to the Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities dated December 15, 2015 (“Agreement”) is made by and between the City of Ceres and the City of Turlock and shall be effective on the date of the last signature shown below.

1. Recitals. The Governing Board of the Authority has determined that it is possible that the Board could deadlock in a 2-2 vote on matters that come before it for approval, and thus has determined that authorizing a representative from an agency interested in the Authority’s purpose and operation to vote on a matter only in the event of a tie vote would be beneficial for ensuring the most efficient governance of the Authority’s business. For these reasons, the Governing Board has recommended that the City Councils of Ceres and Turlock agree to amend the Agreement as provided below.

2. Definition U on page 3 of the Agreement is hereby amended and replaced in full as follows:

U. “Ex-officio” means a non-voting member of the Governing Board appointed by the Directors of the Governing Board to serve in an advisory capacity, except that the Governing Board shall appoint one Ex-officio member from an agency interested in the Authority’s affairs who shall be a designated officer and have the powers provided in Section A of Article V of this Agreement.

3. Section A of Article V on page 5 of the Agreement is hereby amended and replaced in full as follows:

A. Governing Board: The Authority shall be administered by a Governing Board which shall be comprised of the following: Through December 31, 2015, one (1) member from each City Council of each City which is a Participant. Effective January 1, 2016, two (2) members from each City Council of each City which is a participant. Within 60 days after the execution of this Agreement by the Participants, each Participant shall designate its Governing Board member (Director) and an alternate. Each Director of the Governing Board shall have one vote which shall be equal in weight to the vote of each other Director. The Mayor of

each Participant may be a Director in lieu of a City Council person and termination of a Director's status as a Councilmember or Mayor shall constitute automatic termination of that person's Directorship on the Authority's Governing Board. The appointing City may appoint a new Director or alternate Director immediately upon the occurrence of any vacancy in that party's representation, or the alternate Director appointed pursuant to this Article V may serve until a new Director is appointed. Each City shall appoint one alternate Director to serve the Authority during the absence of any regular Director from any meeting of the Authority, and that Director's alternate shall be entitled to participate in all respects as a regular Director of the Authority. Effective January 1, 2016, the current alternate shall become a voting member of the Board and the alternate position shall be eliminated. The Governing Board may have Ex-officio members as the Governing Board shall from time-to-time designate. Each Ex-officio member shall serve in a non-voting, advisory capacity. Notwithstanding the forgoing, the Directors of the Governing Board shall appoint one permanent Ex-officio member who is an elected or appointed representative of an agency with any interest in the purpose and operation of the Authority, and who shall be granted the power to vote on a duly agendaized matter before the Governing Board only when required to break a deadlock caused by a tie vote by the Directors. The permanent Ex-officio member shall regularly attend Governing Board meetings and be prepared when necessary to vote on any matter that results in a tie vote.

4. Section D of Article V on page 6 of the Agreement would be amended and replaced in full as follows:

D. Officers: The Governing Board shall select a Chair and a Vice Chair from among the Directors serving by appointment of the Participants. It shall then appoint a General Manager, a Secretary and any other officers as determined necessary by the Governing Board. The Chair shall preside at all Authority meetings. The Vice Chair shall act in place of the Chair at meetings should the Chair be absent. All officers shall serve at the pleasure of the Board.

5. Effect on Agreement. Except as specifically amended herein, all of the terms of the Agreement shall remain unchanged, valid and in full effect. This Amendment shall take effect immediately upon its approval by the City Councils of Ceres and Turlock and its full execution by the authorized representatives of the two Cities.

IN WITNESS WHEREOF, the Participants' authorized representatives have executed this Amendment, to be made effective as of the date that the last authorized representative signs below.

*[Signatures appear on the next page]*

CITY OF CERES

By: \_\_\_\_\_  
Steve Williams, Interim City Manager

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Fallon Martin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nubia Goldstein, City Attorney

CITY OF TURLOCK

By: \_\_\_\_\_  
Christopher Fisher, Interim City Manager

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nichole Fiez, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Katie Lucchesi, City Attorney



From: Salena Estrada, SRWA Water Treatment Plant Manager

Prepared by: Janice Virgo, Staff Services Assistant

## 1. ACTION RECOMMENDED:

Motion: Approving an agreement with Eaton Corporation, through Rexel USA Automation Solutions, for Control System Battery Backup preventative maintenance and support services at the Stanislaus Regional Water Authority Water Treatment Plant for a period of five (5) years not to exceed \$135,179.00.

## 2. DISCUSSION OF ISSUE:

### Background

The Stanislaus Regional Water Authority (SRWA) Water Treatment Plant utilizes Eaton Control System Battery Backup units to support critical plant control systems and operational reliability. Ongoing preventative maintenance, technical support, emergency response services, and parts/labor coverage are necessary to maintain dependable operation of these systems.

If the Agreement is approved, Eaton Corporation, through Rexel USA Automation Solutions, will provide preventative maintenance and support services for five (5) Eaton UPS battery backup units located at the SRWA Water Treatment Plant. Services include after-hours 24/7 parts and labor coverage, guaranteed 8-hour response time, annual preventative maintenance visits, and internal battery preventative maintenance.

The agreement will cover the following units:

- Quantity 2 - VRLA Sealed, 4 battery units - Serial # ER253JBA04 & ER253JBA03
- Quantity 2 - VRLA Sealed, 10 battery units - Serial # ER264JBA02 & ER253JBA02
- Quantity 1 - VRLA Sealed, 4 battery unit - Serial # ER264JBA03

The proposed agreement term is five (5) years from June 27, 2026 through June 26, 2031. The total compensation amount is \$135,179.00 and will be billed annually at a fixed rate of \$27,035.80 per year over the term of the agreement. Staff and legal counsel reviewed and negotiated revisions to the vendor's standard terms and conditions through the attached amendment.

### Recommendation

Staff recommends approval of the agreement with Eaton Corporation, through Rexel USA Automation Solutions, for preventative maintenance and support services for the SRWA Water Treatment Plant Control System Battery Backup units.

**Basis for Recommendation:**

- A. The agreement provides preventative maintenance, emergency response services, technical support, and parts/labor coverage necessary to maintain reliable operation of critical control system battery backup equipment.
- B. The annual billing structure provides budget predictability over the five-year term while locking in fixed annual pricing.
- C. The services provided under the agreement support continued operational reliability and protection of critical plant infrastructure.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

Funding for this agreement is available in Fund “Contractual Services” G/L Account No. 950-53-550.43314 - Contract Help Services.

The agreement amount shall not exceed \$135,179.00 over the five-year term and will be billed annually at \$27,035.80 per year.

**4. GENERAL MANAGER’S COMMENTS:**

Recommend approval

**5. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**6. ALTERNATIVES:**

- A. The Board may choose not to approve the agreement; however, this is not recommended as the services are necessary to maintain reliable operation of critical control system battery backup infrastructure at the SRWA Water Treatment Plant.

**7. ATTACHMENTS:**

- A. Agreement with Eaton Corporation / Rexel USA Automation Solutions
- B. Eaton/Rexel Quote No. W262001868Q
- C. Amendment to SRWA Service Agreement - Rexel
- D. Eaton Terms and Conditions

## **Stanislaus Regional Water Authority Services Agreement**

This Agreement is entered into as of the date last signed and dated below by and between Stanislaus Regional Water Authority, a local government agency (“SRWA”), and Rexel USA, Inc., a Delaware Corporation (“Contractor”), who agree as follows:

### **1 Scope of Work**

Contractor shall perform the work and render the services described in the attached Exhibit A (the “Work”). Contractor shall provide all labor, services, equipment, tools, material and supplies required or necessary to properly, competently and completely perform the Work. Contractor shall determine the method, details and means of doing the Work.

### **2 Payment**

2.1 SRWA shall pay to Contractor a fee based on *[check one]*:

Contractor’s time and expenses necessarily and actually expended or incurred on the Work in accordance with Contractor’s fee schedule on the attached Exhibit A.

The fee arrangement described on the attached Exhibit A.

The total fee for the Work shall not exceed \$135,179. There shall be no compensation for extra or additional work or services by Contractor unless approved in advance in writing by SRWA. Contractor’s fee includes all of Contractor’s costs and expenses related to the Work.

2.2 At the end of each month, Contractor shall submit to SRWA an invoice for the Work performed during the preceding month. The invoice shall include a brief description of the Work performed, the dates of Work, number of hours worked and by whom (if payment is based on time), payment due, and an itemization of any reimbursable expenditures. If the Work is satisfactorily completed and the invoice is accurately computed, SRWA shall pay the invoice within 30 days of its receipt.

### **3 Term**

3.1 This Agreement shall commence on the Effective Date and remain in force for a period of five (5) years, unless earlier terminated in accordance with the provisions set forth below. Time is of the essence in this Agreement. If Exhibit A includes a Work schedule or deadline, then Contractor must complete the Work in accordance with the specified schedule or deadline, which may be extended by SRWA for good cause shown by Contractor. If Exhibit A does not include a Work schedule or deadline, then Contractor must perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

3.2 This Agreement may be terminated at any time by SRWA upon 10 days advance written notice to Contractor. In the event of such termination, Contractor shall be fairly compensated for all work performed to the date of termination as calculated by SRWA based on the above fee and payment provisions. Compensation under this section shall not include any termination-related expenses, cancellation or demobilization charges, or lost profit associated with the expected completion of the Work or other such similar payments relating to Contractor's claimed benefit of the bargain.

#### **4 Professional Ability of Contractor**

4.1 Contractor represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. SRWA has relied upon Contractor's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Contractor shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Contractor's field.

4.2 *"Intentionally omitted"*

#### **5 Conflict of Interest**

5.1 Contractor (including principals, associates and professional employees) represents and acknowledges that (a) it does not now have and shall not acquire any direct or indirect investment, interest in real property or source of income that would be affected in any manner or degree by the performance of Contractor's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree that Contractor is not a designated employee within the meaning of the Political Reform Act and SRWA's conflict of interest code because Contractor will perform the Work independent of the control and direction of the SRWA or of any SRWA official, other than normal contract monitoring, and Contractor possesses no authority with respect to any SRWA decision beyond the rendition of information, advice, recommendation or counsel.

5.2 Contractor's duties and services under this Agreement shall not include preparing or assisting SRWA with any portion of SRWA's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with SRWA. SRWA shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of the work contemplated herein. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with SRWA to ensure that all bidders for a subsequent contract on any subsequent phase, if any, of work contemplated herein have access to the same information, including all conceptual, preliminary, or initial plans or specifications, if any, prepared by Contractor pursuant to this Agreement.

#### **6 Contractor Records**

6.1 Contractor shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to the

Work and invoice preparation and support for a minimum period of three years (or for any longer period required by law) from the date of final payment to Contractor under this Agreement. SRWA may inspect and audit such books and records, including source documents, to verify all charges, payments and reimbursable costs under this Agreement.

6.2 In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the California State Auditor for three years following final payment under the Agreement.

## **7 Ownership of Documents**

All works of authorship and every report, study, spreadsheet, worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or thing prepared, developed or created by Contractor under this Agreement and provided to SRWA (“Work Product”) shall be the property of SRWA, and SRWA shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Contractor or any other party. Contractor may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Contractor shall not provide any Work Product to any third party without SRWA’s prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, Contractor may copyright the same, except that, as to any Work Product that is copyrighted by Contractor, SRWA reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If SRWA reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then SRWA shall hold Contractor harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to SRWA in paper format, upon request by SRWA at any time (including, but not limited to, at expiration or termination of this Agreement), Contractor agrees to provide the Work Product to SRWA in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

## **8 Confidentiality of Information**

*“Intentionally omitted”*

## **9 Compliance with Laws**

9.1 General. Contractor shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Contractor shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work. Contractor shall comply with all federal, state and local air pollution control laws and regulations applicable to the Contractor and its Work (as

required by California Code of Regulations title 13, section 2022.1). Contractor shall be responsible for the safety of its workers and Contractor shall comply with applicable federal and state worker safety-related laws and regulations.

## 9.2 California Labor Code Compliance for Pre- and Post-Construction Related Work and Maintenance.

9.2.1 This section 9.2 applies if the Work includes either of the following:

9.2.1.1 Labor performed during the design, site assessment, feasibility study and pre-construction phases of construction, including, but not limited to, inspection and land surveying work, and labor performed during the post-construction phases of construction, including, but not limited to, cleanup work at the jobsite. (See California Labor Code section 1720(a).) If the Work includes some labor as described in the preceding sentence and other labor that is not, then this section 9.2 applies only to workers performing the pre-construction and post-construction work.

9.2.1.2 “Maintenance” work, which means (i) routine, recurring and usual work for the preservation, protection and keeping of any SRWA facility, plant, building, structure, utility system or other property (“SRWA Facility”) in a safe and continually usable condition, (ii) carpentry, electrical, plumbing, glazing, touchup painting, and other craft work designed to preserve any SRWA Facility in a safe, efficient and continuously usable condition, including repairs, cleaning and other operations on SRWA machinery and equipment, and (iii) landscape maintenance. “Maintenance” excludes (i) janitorial or custodial services of a routine, recurring or usual nature, and (ii) security, guard or other protection-related services. (See California Labor Code section 1771 and 8 California Code of Regulations section 16000.) If the Work includes some “maintenance” work and other work that is not “maintenance,” then this section 9.2 applies only to workers performing the “maintenance” work.

9.2.2 Contractor shall comply with the California Labor Code provisions concerning payment of prevailing wage rates, penalties, employment of apprentices, hours of work and overtime, keeping and retention of payroll records, and other requirements applicable to public works as may be required by the Labor Code and applicable state regulations. (See California Labor Code division 2, part 7, chapter 1 (sections 1720-1861), which is incorporated in this Agreement by this reference.) The state-approved prevailing rates of per diem wages are available at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Contractor also shall comply with Labor Code sections 1775 and 1813, including provisions that require Contractor to (a) forfeit as a penalty to SRWA up to \$200 for each calendar day or portion thereof for each worker (whether employed by Contractor or any subcontractor) paid less than the applicable prevailing wage rates for any labor done under this Agreement in violation of the Labor Code, (b) pay to each worker the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage, and (c) forfeit as a penalty to SRWA the sum of \$25 for each worker (whether employed by Contractor or any subcontractor) for each calendar day during which the worker is required or permitted to work more than 8 hours in any one day and 40 hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

9.2.3 If the Work includes labor during pre- or post-construction phases as defined in section 9.2.1.1 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$25,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_  
\_\_\_\_\_

9.2.4 If the Work includes maintenance as defined in section 9.2.1.2 above and the amount of the fee payable to Contractor under section 2 of this Agreement exceeds \$15,000, Contractor must be registered and qualified to perform public work with the Department of Industrial Relations pursuant section 1725.5 of the Labor Code.

Contractor’s Public Works Contractor Registration Number: \_\_\_\_\_  
\_\_\_\_\_

9.3 ***“Intentionally omitted”***

**10 Indemnification.**

10.1 Contractor shall indemnify, defend, protect, and hold harmless SRWA, and its officers, employees and agents (“Indemnitees”) from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a “Claim”) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of SRWA or its employees or agents. Contractor’s obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

10.2 This section 10.2 applies if the Contractor is a “design professional” as that term is defined in Civil Code section 2782.8. If a court or arbitrator determines that the incident or occurrence that gave rise to the Claim was partially caused by the fault of an Indemnitee, then in no event shall Contractor’s total costs incurred pursuant to its duty to defend Indemnitees exceed Contractor’s proportionate percentage of fault as determined by a final judgment of a court or final decision of arbitrator.

**11 Insurance**

Types & Limits. Contractor at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance: ***[The general liability and automobile coverage limits may be adjusted depending on the Work’s overall risks, cost and complexity.]***

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$2,000,000 per occurrence & \$4,000,000 aggregate	at least as broad as Insurance Services Office (ISO) Commercial General

		Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury
Automobile liability	\$1,000,000 per accident	at least as broad as ISO Business Auto Coverage (Form CA 00 01)
Workers' compensation	Statutory limits	
Employers' liability	\$1,000,000 per accident	
Professional liability*	\$1,000,000 per claim	

\*Required only if Contractor is a licensed engineer, land surveyor, geologist, architect, doctor, attorney or accountant.

11.1 Entitlement to Broader Coverage. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the SRWA requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the SRWA. Furthermore, the above minimum insurance coverage limits can be met through provision of umbrella or excess policy insurance coverage consistent with the provisions of this section 11.

11.2 Other Requirements. The general and automobile liability policy(ies) shall be endorsed to name SRWA, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Contractor's general and automobile coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. SRWA's insurance or self-insurance, if any, shall be excess and shall not contribute with Contractor's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days (10 days for non-payment of premium) prior written notice to SRWA. Insurance is to be placed with insurers authorized to do business in California with a current A.M. Best's rating of A:VII or better unless otherwise acceptable to SRWA. Workers' compensation insurance issued by the State Compensation Insurance Fund is acceptable. Except for professional liability insurance, Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss relating to the Work. Contractor agrees to obtain any endorsement that may be necessary to implement this subrogation waiver. The workers' compensation policy must be endorsed to contain a subrogation waiver in favor of SRWA for the Work performed by Contractor.

11.3 Proof of Insurance. Upon request, Contractor shall provide to SRWA the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person

authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage.

## 12 General Provisions

12.1 **Entire Agreement; Amendment.** The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the Work. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the Work, except those other documents (if any) that are expressly referenced in this Agreement. This Agreement may be amended only by a subsequent written contract approved and signed by both parties.

12.2 **Independent Contractor.** Contractor's relationship to SRWA is that of an independent contractor. All persons hired by Contractor and performing the Work shall be Contractor's employees or agents. Contractor and its officers, employees and agents are not SRWA employees, and they are not entitled to SRWA employment salary, wages or benefits. Contractor shall pay, and SRWA shall not be responsible in any way for, the salary, wages, workers' compensation, unemployment insurance, disability insurance, tax withholding, and benefits to and on behalf of Contractor's employees. Contractor shall, to the fullest extent permitted by law, indemnify SRWA, and its officers, employees, volunteers and agents from and against any and all liability, penalties, expenses and costs resulting from any adverse determination by the federal Internal Revenue Service, California Franchise Tax Board, other federal or state agency, or court concerning Contractor's independent contractor status or employment-related liability.

12.3 **Subcontractors.** No subcontract shall be awarded nor any subcontractor engaged by Contractor without SRWA's prior written approval. Contractor shall be responsible for requiring and confirming that each approved subcontractor meets the minimum insurance requirements specified in section 11 of this Agreement. Any approved subcontractor shall obtain the required insurance coverages and provide proof of same to SRWA in the manner provided in section 11 of this Agreement.

12.4 **Assignment.** This Agreement and all rights and obligations under it are personal to the parties. The Agreement may not be transferred, assigned, delegated or subcontracted in whole or in part, whether by assignment, subcontract, merger, operation of law or otherwise, by either party without the prior written consent of the other party. Any transfer, assignment, delegation, or subcontract in violation of this provision is null and void and grounds for the other party to terminate the Agreement.

12.5 **No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by SRWA to Contractor shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

12.6 **Severability.** If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

12.7 **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where SRWA's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

12.8 **Notice.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, first class U.S. mail, (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

SRWA:

Stanislaus Regional Water Authority  
Attn: Christopher Fisher  
156 S. Broadway Suite 270  
Turlock, CA 95380  
E-mail: CFisher@turlock.ca.us

Contractor:  
Rexel USA, Inc.  
Attn: Inga Kalnins Peterson  
1534 N. Market Blvd.  
Sacramento, CA 95834  
E-mail: Inga.KalninsPeterson@Rexelusa.com

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other party confirming the delivery of the notice, etc. Any party may change its contact information by notifying the other party of the change in the manner provided above.

12.9 **Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

---

**Stanislaus Regional Water Authority:**

Dated: \_\_\_\_\_

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

Christopher Fisher  
General Manager

**Rexel USA, Inc.**

Dated: 06/01/2026 \_\_\_\_\_

By: *Inga Peterson* \_\_\_\_\_  
Inga Kalnins Peterson  
Industrial Automation Sales Manager

Service Quote #: **W262001868Q**  
 End Customer Name: SRWA City of Turlock  
 Sales Contact: Rexel - Kevin Amaya  
 Sold-to Name: SRWA City of Turlock  
 Sold-to Address: 1235 Aldrich Rd, Hughson, California, 95326

Site Name	Address	Contact
SRWA City of Turlock	1235 Aldrich Rd, Hughson, California, 95326	Salena Estrada sestrada@turlock.ca.us 209-906-2556

Quote Summary	
<b>Total Value</b>	\$135,179.00
<b>Currency</b>	USD
<b>Quote Valid From</b>	05/21/2026
<b>Quote Valid To</b>	06/20/2026
<b>Terms of Payment</b>	Net 30 Days-1/5 of the contract will be billed each June (the month the contract begins)
<b>Billing Cycle</b>	Contract Items: Annual
<p>We are pleased to provide the following services proposal for your power quality equipment. Please refer to the Scopes of Work (SOW) for descriptions of service coverage and exclusions. Eaton Corporation terms and conditions (Eaton Corp. Service Agreement T-0 attachment) govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation. Eaton Corporation cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Eaton Corporation is prevented, hindered or delayed from or in performing any of its obligations resulting from the impact of the outbreak of COVID-19 for reasons not attributable to Eaton Corporation.</p>	

**Quote Details**

**SRWA City of Turlock**  
1235 Aldrich Rd,Hughson,California,95326

**Designation:**  
**Product Serial #:** ER253JBA04,ER253JBA03,ER264JBA02,ER253JBA02,ER264JBA03  
**Model Family/Range:** 9355-10-15\_64Batt, VRLA Sealed, 4  
**EOSL:** Active; Moving to Best Effort on Jan 1, 2033

**Eaton Flexible Service Plan:**

- EOSL Status: Active
- Corrective Maintenance, (7x24)
- Parts & Labor Coverage Included\* (Battery, Capacitor, and Fan replacement excluded from parts coverage)
- Guaranteed 8 Hour On-Site Emergency Response Time
- Qty (1) UPS Preventive Maintenance per Year, (7x24)

Coverage Start Date:06/27/2026

Coverage End Date:06/26/2031

**Quote Details**

**SRWA City of Turlock**  
1235 Aldrich Rd,Hughson,California,95326

**Coverage Start Date:06/27/2026**

**Coverage End Date:06/26/2031**

**Term:5**

**Product Serial #:** ER253JBA04,ER253JBA03,ER264JBA02,ER253JBA02,ER264JBA03  
**Model Family/Range:** 9355-10-15\_64Batt, VRLA Sealed, 4  
**EOSL:** Active; Moving to Best Effort on Jan 1, 2033

Description	Product #	
Flex: 8 Hr Rsp, 7x24 Cvg Only After Hours (7x24) w/ Parts&Labor	FL87NXXX-0015	
UPS PM, After Hrs, 7x24,includes internal battery PM, 1 PM per year After Hours (7x24)	0005NXXX-0015-1	
Flex: 8 Hr Rsp, 7x24 Cvg Only After Hours (7x24) w/ Parts&Labor	FL87NXXX-0015	
UPS PM, After Hrs, 7x24,1 PM per year After Hours (7x24)	0005NXXX-0015-1	
Flex: 8 Hr Rsp, 7x24 Cvg Only After Hours (7x24) w/ Parts&Labor	FL87NXXX-0015	
UPS PM, After Hrs, 7x24,includes internal battery PM, 1 PM per year After Hours (7x24)	0005NXXX-0015-1	

Scope(s) of Work: X-1;R-2;R-30;R-10

**Site Summary**

---

**Summary for Primary**

Site Location	Serial Number	Model	Coverage Date	Price
SRWA City of Turlock	ER253JBA02	9355-10-15_64Batt	06/27/2026 - 06/26/2031	\$ 27,035.80
SRWA City of Turlock	ER253JBA03	9355-10-15_64Batt	06/27/2026 - 06/26/2031	\$ 27,035.80
SRWA City of Turlock	ER253JBA04	9355-10-15_64Batt	06/27/2026 - 06/26/2031	\$ 27,035.80
SRWA City of Turlock	ER264JBA02	9355-10-15_64Batt	06/27/2026 - 06/26/2031	\$ 27,035.80
SRWA City of Turlock	ER264JBA03	9355-10-15_64Batt	06/27/2026 - 06/26/2031	\$ 27,035.80
			<b>Subtotal:</b>	<b>\$ 135,179.00</b>

- This service quote may be subject to Eaton's prepayment requirement. Prepayment must be made via credit card or ACH to Eaton prior to order acceptance.
- **Important Tax Notice:** Tax is not included in the above purchase price. Orders will be subject to all applicable sales tax unless a current tax exemption certificate is on file covering the state shown in the ship-to address or service equipment location.
- Purchase order information:
  - To complete the purchase of services, please sign and date this quote.
  - Return purchase order with all attachments to your sales contact: Kevin.Amaya@Rexelusa.com

Thank you for considering our proposal for this project .Our proposal is formulated based on our interpretation of the provided specifications and drawings. Please note that our proposal includes only the items and features listed in the attached bill of material.

Send Purchase Orders, Quote/Proposal, and Job Information sheet to RexelProjectTeamWater@RexelUSA.com

For public projects, in addition to the PO and Job Information sheet, we require you to also include Bond Verification Sheet.

The confirmation of the purchase order request is contingent upon the receipt of all required documents.

If there are any questions, please contact RexelProjectTeamWater@RexelUSA.com

Many Rexel USA manufacturing partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic. Be advised that Rexel USA considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions.

All sales are subject to Rexel's Terms & Conditions of Sale in effect at the time of the quotation. Rexel's Terms and Conditions of Sale are available at [www.rexelusa.com/terms](http://www.rexelusa.com/terms) or available upon request from your local Rexel representative. This quotation supersedes all previous quotations relating to this transaction. Due to market conditions, all products or items set forth in this quotation are subject to price increases through time of shipment unless this quotation expressly states that pricing for any such products or items is firm and fixed. If services are included in this quotation, in addition to Rexel's Terms and Conditions of Sale, the services are also subject to the actual service provider's terms and conditions applicable to such services.

Please check which of the following options you would like:		Price
<input type="checkbox"/>	Primary	\$ 135,179

Accepted By

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

Title: \_\_\_\_\_

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

Purchase Order Number (if applicable): \_\_\_\_\_

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

AMENDMENT TO STANISLAUS REGIONAL WATER AUTHORITY ("SRWA")  
SERVICES AGREEMENT ("AGREEMENT") WITH REXEL USA, INC. ("CONTRACTOR")

The Stanislaus Regional Water Authority ("SRWA") Services Agreement ("Agreement") is hereby amended as set forth below and except as modified herein the Agreement shall remain in full force and effect as originally written. In the event of a conflict between the terms of this Amendment and the Services Agreement the terms of this Amendment shall take precedence. In consideration of the mutual promises and covenants below and in the Services Agreement and other good and valuable consideration the sufficiency of which is hereby acknowledged by the parties, SRWA and Contractor agree as follows:

1. The following shall be added as a new section:

**Warranties.** Contractor warrants that services shall be performed in a good and workmanlike manner in accordance with applicable laws. Goods sold hereunder will conform to the manufacturer's specifications and title will be clear from any third party security interests or encumbrances. Contractor shall assign to SRWA all manufacturers' warranties. In no event shall Contractor's warranty exceed the warranty given by manufacturers of the goods or the providers of the services including for any indemnification for intellectual property infringement. The sole obligation of Contractor under such warranty shall be, at Contractor's sole election, to (i) repair or replace goods in accordance with manufacturer's instructions or the administration of any SRWA claim against the manufacturer of the goods, (ii) re-performance of the services, or (iii) refund of the purchase price for the defective goods or services. THE ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY, EXPRESS OR IMPLIED, PROVIDED BY CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, OF ANY NATURE WHATSOEVER, CONTRACTUAL, LEGAL, STATUTORY OR OTHER, AND WHETHER FOR MERCHANTABILITY, QUALITY, FITNESS OR OTHERWISE.

2. Section 10.1 shall be modified to read:

Contractor shall indemnify, defend, protect, and hold harmless SRWA, and its officers, employees and agents ("Indemnitees") from and against any claims, liability, losses, damages and expenses (including attorney, expert witness and Contractor fees, and litigation costs) (collectively a "Claim") that arise out of, pertain to, or relate to personal injury (including death) or damage to tangible property caused by the negligence, recklessness, or willful misconduct of Contractor or its employees, agents or subcontractors. The duty to indemnify, including the duty and the cost to defend, is limited as provided in this section. However, this indemnity provision will not apply to any Claim arising from the sole negligence or willful misconduct of SRWA or its employees or agents. Notwithstanding the above, SRWA and its Indemnitees shall be indemnified for any patent or intellectual property infringement that arises out of or pertains to this Agreement in accordance with Eaton Selling Policy 25-000. With respect to any claim of patent or other intellectual property infringement pursuant to Eaton Selling Policy 25-000, Contractor shall: (a) pass through to SRWA the benefit of such third-party rights; (b) assign to SRWA, or otherwise enforce for SRWA's benefit, such rights and claims against the third party; and (c) reasonably cooperate with SRWA in pursuing any such claim, defense, recovery, or enforcement action. Contractor's obligations under this indemnification provision shall survive the termination of, or completion of Work under, this Agreement.

3. Section 11 (Insurance) shall be modified as follows:

The limits for automobile coverage shall read as "\$1,000,000 per accident/Combined Single Limit." Additional insured status and waivers of subrogation will be provided where allowed by law. Proof of insurance shall be provided on ISO Form CG 2010 12 19 (or insurer's equivalent).

4. The following shall be added as a new section:

**LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SERVICES AGREEMENT, EXCEPT AS TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS RELATING TO CLAIMS FOR BODILY INJURY OR DEATH OF ANY PERSON OR DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, CONTRACTOR'S LIABILITY SHALL NOT EXCEED TWO (2) TIMES THE TOTAL FEE PAID TO CONTRACTOR IN RELATION TO THE PROJECT GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT. NOTHING IN THE FOREGOING SHALL LIMIT OR REDUCE ANY LIABILITY ARISING FROM CLAIMS ACCEPTED FOR COVERAGE BY CONTRACTOR'S INSURER PURSUANT TO THE INSURANCE PROVISIONS OF THIS AGREEMENT UP TO THE AMOUNT ACTUALLY RECOVERED FROM CONTRACTOR'S INSURER. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, LIQUIDATED, PUNITIVE, OR CONSEQUENTIAL DAMAGES. NO LIQUIDATED DAMAGES SHALL APPLY TO THIS PURCHASE ORDER.

5. The parties agree that the Services Agreement and the Amendment provide the sole terms and conditions for the agreement of the parties. The parties further agree that Rexel's Terms & Conditions, as mentioned in the Rexel Proposal: W262001868Q, shall have no effect on the agreement of the parties.

**ACKNOWLEDGED AND ACCEPTED BY:**

**SRWA**

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

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

Title: \_\_\_\_\_

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

**CONTRACTOR**

*Inga Peterson*

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

Name: INGA PETERSON

Title: INDUSTRIAL SALES MANAGER

Date: 06/01/2026

## **Domestic U.S.A. General Terms and Conditions of Sale for Distribution and Control Products and Services**

---

**Terms and Conditions of Sale.** The terms and conditions of sale set forth herein ("Terms and Conditions of Sale"), and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services ("Product(s)" or "Services") by Eaton Corporation ("Seller") to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications, whether written or oral, between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services. **THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER.** No contract shall exist except as herein provided.

**Complete Agreement.** All Seller documents referenced in these Terms and Conditions of Sale are hereby incorporated by reference into the terms herein. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

**Quotations.** A written quotation is valid for thirty (30) calendar days from its date unless otherwise stated in the quotation or terminated sooner by notice. Verbal quotations, unless accepted, expire the same day they are made. A complete signed order must be received by Seller within twenty (20) calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

### **TERMINATION AND CANCELLATION**

**Products.** Any order for Engineered-to-Order Products, as defined in Addendum 1 to these Terms and Conditions of Sale, may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination fees in accordance with the cancellation milestones contained in Addendum 1. Orders for all other Products may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. All Products delivered, ready for shipment, or in transit will be invoiced and paid at their full purchase price.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

**Services.** Any order may be terminated by the Buyer only upon thirty (30) calendar days' prior written notice and upon payment of reasonable termination charges including all costs plus profit. Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes insolvent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

**Prices.** All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment. The Products sold under these Terms and Conditions of Sale may be subject to a tariff surcharge or price adjustment to reflect the increased costs to Seller (including, but not limited to, increased costs to Seller from its suppliers) arising from any tariffs, duties, or similar governmental charges imposed after the effective date of the order.

**Price Policy – Products and Services.** When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. Shipment of Products is made, and Services purchased are provided within the quoted lead time.
3. When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within thirty (30) calendar days from the date of the original mailing of the drawings by Seller or sixty (60) calendar days where the Buyer is a contractor. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the thirty (30) calendar day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of eighteen (18) months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond eighteen (18) months from the date of the Buyer's order, the price must be renegotiated.

**Minimum Billing.** Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product discount sheets.

**Taxes.** The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connection therewith regardless of the person or entity actually taxed.

### **TERMS OF PAYMENT**

**Products.** Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer. Unless otherwise specified by Eaton as outlined herein, terms of payment are either net thirty (30) days

from the date of invoice of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

**Services.** Terms of payment are net thirty (30) days from the date of invoice for orders amounting to less than \$50,000.00. Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

1. Twenty percent (20%) of order value with the purchase order payable thirty (30) calendar days from date of invoice.
2. Eighty percent (80%) of order value in equal monthly payments over the performance period payable thirty (30) calendar days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compliance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

**Adequate Assurances.** If, in the judgment of Seller, the financial condition of the Buyer, at any time during the period of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

**Delayed Payment.** If payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

**Freight.** Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

**F.O.B. – P/S – Frt./Ppd. and Invoiced.** Products are sold F.O.B. point of shipment freight prepaid and invoiced to the Buyer.

**F.O.B. – P/S – Frt./Ppd. and Allowed.** Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

**F.O.B. Destination – Frt./Ppd. and Allowed.** At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted differently on the Product discount sheets. For any other destination, contact Seller's representative.

**Shipment and Routing.** Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. If the Buyer specifies a special method of transportation, type of carrier equipment, routing or delivery requirement, Buyer shall pay all special freight and handling charges. When freight is included in the price, no allowance will be made in lieu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation. Delivery and shipping dates are approximate. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) calendar days in advance of shipping date.

**Risk of Loss.** Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

**Concealed Damage.** Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage. When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must:

1. Not move the Products from the point of examination;
2. Retain shipping container and packing material;
3. Notify the carrier in writing of any apparent damage;
4. Notify Seller representative within 72 hours of delivery; and
5. Send Seller a copy of the carrier's inspection report.

**Witness Tests/Customer Inspection.** Witness testing and factory inspections may be requested at the time of quotation and are subject to additional costs and fees at Seller's discretion.

Witness tests will add one (1) calendar week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products.

**Held Orders.** For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option: (1) require payment to be based on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) calendar days from date of Seller's invoice. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

**Drawing Approval.** Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

**Drawing Re-Submittal.** When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

## WARRANTY

**Warranty for Products.** Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems) and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from its third-party supplier, to the extent such third party permits assignment of its warranty.

**Extended Warranty for Products.** If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

- 24 months – 2% of ContractPrice
- 30 months – 3% of ContractPrice
- 36 months – 4% of ContractPrice

**Special Warranty (In and Out) for Products.** If requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of:

1. Removing the Product from the installed location;
2. Transportation to the repair facility and return to the site; and
3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

**Warranty for Services.** Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards. The Services, which do not so conform, shall be corrected by Seller upon notification in writing by the Buyer within one (1) year after completion of the Services. Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its customer's, equipment, components or parts resulting in whole, or in part from improper maintenance or operation (including failure to comply with Seller's recommendations) or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be notified of, and may be present at, all tests that may be made.

**Warranty for Power Systems Studies.** Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study, which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

**Limitation on Warranties for Products, Services and Power Systems Studies.** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

**Asbestos.** Federal law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific purchase order, and (ii) a change in the work scope of any purchase order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include asbestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

**Compliance with Nuclear Regulation.** Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

**Returning Products.** Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error, full credit including all transportation charges will be allowed.

**Product Notices.** Buyer shall provide the users including its employees and in the case of permitted resale any subsequent purchasers of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

**Cybersecurity.** Buyer must review and adhere to Eaton Assemblies Cybersecurity Hardening Guidelines: [www.eaton.com/assemblies-security](http://www.eaton.com/assemblies-security) (the "Cybersecurity Guidelines"). Seller is not responsible for a breach of data or electronic system security, including, but not limited to, a system intrusion or interference, virus or malicious code attack, loss of data, data theft, unauthorized access to confidential information and/or nonpublic personal information, hacking incident or any acts of data ransom, caused by any third-party equipment, modification made to a Product other than by Seller, or failure by Buyer to comply with Eaton Assemblies Cybersecurity Hardening Guidelines at [www.eaton.com/assemblies-security](http://www.eaton.com/assemblies-security) (the "Cybersecurity Guidelines"). Seller may revise the Cybersecurity Guidelines at any time without prior notice.

Buyer is responsible for obtaining (at Buyer's expense) assurances from third party suppliers with respect to cybersecurity for third party equipment. As a condition of use and/or resale, Buyer shall direct all users of the Products purchased to access the applicable accompanying Eaton End User License Agreement (EULA) and the Cybersecurity Guidelines, all of which are subject to change in terms and practices, at Seller's discretion, at any time.

**Privacy.** To the extent that either party has access to personal data, the parties agree to safeguard and process the data in accordance with applicable data protection regulations.

**Data Sharing.** Buyer understands that, to fulfill its obligations under these Terms and Conditions of Sale, Seller may need to share certain information, such as confidential business details or technical data ("Shared Data"), with trusted third parties, including service providers, subcontractors, or affiliates ("Authorized Third Parties"). Seller will ensure that any Authorized Third Party receiving Shared Data is subject to confidentiality and data security requirements.

**Use of Information with Artificial Intelligence Tools.** The parties acknowledge and agree that, in the course of performing obligations under these Terms and Conditions of Sale, either party may use artificial intelligence (AI) tools, including, but not limited to, generative AI and machine learning technologies, to process, analyze, or generate content based on information provided under this Agreement. Each party shall ensure that such use complies with applicable laws, maintains confidentiality obligations, and does not result in unauthorized disclosure of proprietary or personal data. The use of AI tools shall not relieve either party of its responsibilities under these Terms and Conditions of Sale, including those related to data protection, intellectual property, and confidentiality.

**Force Majeure.** Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, pandemic or epidemic, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. Seller cannot be held liable, and Buyer shall not be entitled to any damages and/or indemnifications, in case Seller is prevented, hindered or delayed from or in performing any of its obligations resulting from reasons not attributable to Seller.

**Liquidated Damages.** Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

**Intellectual Property.** Seller retains all rights, title, and interest in and to all Intellectual Property Rights related to the Products and Services. "Intellectual Property Rights" means all patent rights (including inventions and discoveries), trademarks, trade dress, copyrights, trade secrets, technical know-how, and other proprietary rights, whether registered or unregistered. Subject to the terms herein, Seller grants to Buyer a perpetual, world-wide, non-exclusive license under Seller's Intellectual Property Rights solely to use the Products or the Services for their intended purposes. No other licenses or rights are granted herein to Buyer under Seller's Intellectual Property Rights. Buyer shall not grant any sublicense or other rights in the Intellectual Property Rights related to the Products and Services without Seller's prior written consent. Buyer shall not remove, alter, or obscure any of Seller's proprietary notices, including patent, trademark, copyright, or confidentiality notices, affixed to or embedded in the Products, Services, or related materials. Buyer shall not copy, modify, reverse engineer, decompile, disassemble, or create derivative works of any Products or related Intellectual Property.

Buyer acknowledges that all trademarks, service marks, logos, and trade names ("Marks") affixed to or associated with the Products or Services are the exclusive property of Seller (or its affiliates or licensors). Nothing herein grants Buyer any license or right to use Seller's Marks except as necessary to identify the Products or Services in accordance with Seller's branding guidelines.

**Software.** Any Software embedded in or provided with the Products, delivered or required as part of the Services, or made available as Software-as-a-Service, is licensed, not sold, to Buyer. "Software" means a collection of programs, applications, firmware, and/or platforms, including all modifications, improvements, updates, and derivative works. Seller (or its licensors) shall retain all ownership of Intellectual Property Rights in such Software. Seller grants Buyer a limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Software in object code form only, and solely for Buyer's internal business purposes in connection with the Products and/or Services. Buyer shall not, and shall not permit others to, disassemble, decompile, reverse engineer, or otherwise attempt to access or derive the source code, underlying algorithms, or any proprietary elements of the Software, or create derivative works thereof, except to the extent (i) mandatory under applicable law or (ii) expressly permitted by a separate agreement with Seller. Buyer agrees that any separate End User License Agreement (EULA) or Terms of Services (TOS) provided with the Software shall govern the use of the Software, and Buyer shall ensure that all end users of the Software assent to the EULA or the TOS. In the event of any conflict between the applicable EULA or TOS and the Terms and Conditions of Sale set forth herein regarding the Software, the applicable EULA or TOS shall control.

**Patent Infringement.** Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority,

information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) procure for Buyer the right to continue using and selling the Product; (b) replace the Product with non-infringing apparatus; (c) modify the Product so it becomes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence.

In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller; (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software Products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

**Compliance with OSHA.** Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970, or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act.

**Limitation of Liability.** THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER. NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD UNDER THIS AGREEMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, LOST PRODUCTION, COST OF CAPITAL, LOSS OF, DAMAGE TO, OR UNAUTHORIZED ACCESS TO DATA, BREACH OF SYSTEM SECURITY, FAILURE TO TRANSMIT OR RECEIVE DATA, BUSINESS INTERRUPTION, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

**Buyer Qualified Staff Representation and Indemnification for Services.** To the extent that the worker(s), employee(s), or contract workers of Buyer (collectively, "Buyer Worker(s)") support the project or Services performed by Seller at any site, Buyer represents that such Buyer Worker(s) possess the experience, qualifications, knowledge, skill and expertise necessary to perform the tasks involved in supporting the project or Services. Buyer further acknowledges that Buyer, at all times, remains exclusively responsible for the actions and inactions of its Buyer Worker(s), and that Buyer shall defend, indemnify and hold Seller harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation, costs, and expenses, including court costs and attorneys' fees, arising from the action(s) or inaction(s) of the Buyer Worker(s).

**Governing Law; Jurisdiction.** These Terms and Conditions of Sale shall be construed in accordance with and governed by the laws of the State of Ohio. Seller and Buyer hereby agree that all disputes arising out of these Terms and Conditions of Sale shall be submitted solely to the jurisdiction of the state and federal courts located in Cuyahoga County, Ohio.

**Export Regulations and Anti-Corruption.** The Buyer shall comply with all applicable export or import controls, sanctions, embargos, or other trade restriction laws and regulations, including those issued by the governments and international bodies of the United Nations (UN), United States of America (US), European Union (EU) and its individual member states, United Kingdom (UK), and any other applicable national laws or international rules of foreign trade law ("Trade Controls").

The Buyer shall not sell, transfer, export, or re-export any Eaton items, Products, technology, or software to or for use in Belarus, Crimea, Cuba, the non-governmental controlled areas of Ukraine (currently comprising Donetsk, Luhansk, Zaporizhzhia and Kherson), Iran, North Korea, Russia, Sudan or Syria (this listing as may be amended by Seller from time to time and notified to Buyer) or to for use-by any person or entity or region or country where such sale, transfer, export or re-export is prohibited under applicable Trade Controls.

The Buyer agrees to comply with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Buyer is registered, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act. The Buyer agrees to comply with Seller's Worldwide Anti-Corruption Policy.

While acting in capacity as a third party distributor and/or sales agent, the Buyer: (i) shall conduct appropriate due diligence on parties to which it pays commission, referral, marketing, or other fees related to its business and dealings with Seller; and (ii) warrants that it has no reason to believe that any of its agents, resellers, representatives, consultants, or any other persons retained by the Buyer in connection with its business and dealings with Seller have violated applicable anti-corruption laws or any Trade Controls.

The Buyer agrees to indemnify, defend and hold Seller harmless from any breach of the Buyer's obligations under this section.



Powering Business Worldwide

**Addendum 1 To  
Domestic U.S.A. General Terms and Conditions of Sale  
for Distribution and Control Products and Services**

This Addendum (“Addendum”) amends the Terms and Conditions of Sale set forth in Eaton’s Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale in instances where there is a termination for convenience by Buyer of Engineered to Order Products. For purposes of these Terms and Conditions, Engineered to Order Products are custom-designed solutions with no alternative use that fall in the following product categories:

- Enclosed Variable Frequency Drive (VFD)
- Automatic Transfer Switch (ATS)
- Busway (BW)
- Track Busway (TBW)
- Medium Voltage Motor Control Assemblies (MVCA)
- Power Factor Correction & Power Conditioning (PFC)
- Switchboards (SWBD)
- Power Distribution Unit (PDU)
- Remote Power Panel (RPP)
- Static Transfer Switch (STS)
- Three Phase Uninterruptable Power Supply (3PH UPS) > than 10kVA
- Low Voltage Assemblies (LVA)
- Medium Voltage Switchgear
  - Medium Voltage Assemblies (MVA)
  - Medium Voltage Switches (MVS)
  - Gas Insulated Switchgear (GIS)
- Unit Substation Transformers (UST)
- Integrated Power Assembly (IPA)
- Motor Control Center (MCC)
- Three Phase Transformers (3PH XFMR)
- Battery Energy Storage Systems (BESS)
- Medium Voltage Solid State Transformers (MV/SST)

In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton’s Selling Policy 25-000, this Addendum shall govern and control.

*This addendum does not apply to other Eaton Products unless specifically specified in the order.*

In the event that Buyer terminates Engineered to Order Products for its convenience, Buyer shall pay Seller the following scheduled cancellation fee based on the cancelled equipment price as depicted in the applicable order. The percentages displayed below are cumulative and based on the applicable purchase order price of the cancelled Engineered-to-Order Product(s):

<b>CANCELLATION MILESTONES</b>	<b>CANCELLATION PAYMENT (USD)</b>
Order has been entered.	10% of equipment price*
Factory customer approval drawings are in process, if applicable.	25% of equipment price
Order has been released for manufacture; or materials and components have been ordered; or construction drawings are in process.	50% of equipment price
Construction drawings have been completed; manufacturing or assembly has not started.	80% of equipment price
Manufacturing or assembly of the equipment has started.	100% of equipment price
*For batteries and drop ship items with no alternative use, after order has been entered.	100% of equipment price



---

From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

**1. ACTION RECOMMENDED:**

Resolution: Adopting the Annual Budget for the Stanislaus Regional Water Authority for the 2026-27 Fiscal Year and Adopting a minimum cash reserve target for 2026-27

**2. DISCUSSION OF ISSUE:**

In accordance with Article VII (F) of the Joint Powers Agreement (JPA), the Governing Board of the Stanislaus Regional Water Authority (SRWA) is hereby presented with the proposed 2026-27 annual budget for the SRWA. The proposed budget includes costs for operations, capital projects, and debt services.

Article XV(F) of the Joint Powers Agreement states that the following regarding SRWA's cash reserves:

*The Governing Board shall determine on an annual basis, prior to the beginning of each fiscal year, a level of reasonable cash reserves to be accumulated by the Authority. This reserve shall be accumulated from revenues collected in excess of all actual costs of the Authority. Once the targeted reserve level is reached, all additional revenues collected in excess of the actual costs of the Authority shall be considered excess revenue and, subject to any limitation in any bond or other financing agreement, carried forward as revenue for the next fiscal year and serve to reduce each Participant's respective assessment for such subsequent fiscal year.*

Staff recommend that the Board approve a minimum cash reserve sufficient to fund 6 months of total Fiscal Year 2026-2027 budget. This is standard practice for an enterprise fund such as the SRWA. As part of the Operations Agreement, Staff will continue to send each participating agency an invoice for three (3) months projected cashflow needs at the beginning of each calendar quarter.

Operations and maintenance expenses, capital expenditures, and State Revolving Loan Fund (SRF) obligations are shown in the budget summary below. Operations position costs are based on the approved staffing plan from the City of Turlock.

SRF-related budget items are interest and principal payments due to project completion, and debt coverage. The reserve obligations have now been met.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The proposed 2026-27 fiscal year budget for the SRWA totals \$17,300,951. The following summarizes the major components of the 2026-27 proposed budget:

<b>OPERATIONS AND MAINTINANCE</b>	<b>9,249,090</b>
<b>CAPITAL</b>	<b>225,000</b>
<b>SRF DEBT AND COVERAGE PAYMENTS</b>	<b>7,826,861</b>
<b>TOTAL</b>	<b>17,300,951</b>

The full details of this budget is attached as Exhibit A. Funding for the proposed budget is allocated among the City of Ceres, City of Turlock, and the Turlock Irrigation District based on the benefit each participant receives from each component of the project. Operational costs are shared between Ceres and Turlock. Each agency's allocated costs will be funded using a combination of individual agency internal cash resources.

**4. GENERAL MANAGER'S COMMENTS:**

Recommends approval.

**5. ENVIRONMENTAL DETERMINATION:**

N/A

**6. ALTERNATIVES:**

The Board may approve amendments as desired to the proposed 2026-27 annual budget for the SRWA.

**7. ATTACHMENT:**

Exhibit A

Stanislaus Regional Water Authority  
Draft Budget Fiscal Year 2026-2027

### REVENUES

<b>Department: 53 - Surface Water</b>		
<b>Division: 552 - Capital</b>		
<i>IN - Interest Income</i>		
33000	Interest Income	913,900
<i>Account Classification Total: IN - Interest Income</i>		<u>913,900</u>
<i>IG - Intergovernmental</i>		
34900_001	Member Agency Contributions City of Turlock	10,895,608
34900_002	Member Agency Contributions City of Ceres	5,465,447
34900_004	Member Agency Contributions Turlock Irrigation District	25,996
<i>Account Classification Total: IG - Intergovernmental</i>		<u>16,387,051</u>
<b>Division Total: 552 - Capital</b>		<u>17,300,951</u>
<b>Department Total: 53 - Surface Water</b>		<u>17,300,951</u>
<b>REVENUES Total</b>		<u>17,300,951</u>

### EXPENSES

<b>Department: 53 - Surface Water</b>		
<b>Division: 550 - Operations</b>		
<i>SA - Salaries</i>		
49007	Salary Charges From Other Departments	3,017,277
<i>Account Classification Total: SA - Salaries</i>		<u>3,017,277</u>
<i>CO - Contractual Services</i>		
43055_002	Consultant Audit	9,460
43100_001	Insurance Property	250,000
43195	Special Legal Counsel	30,000
43309	Water Supply Evaluation	-
43314	Contract Help - Service	2,223,198
43318	Professional Services - Debt	500
43319	Regulatory Fees	20,300
43320	Special Services/Projects	2,400
43332	Permitting	40,550
43351	Facility Site Improvements	30,000
43353	RWQCF-OPS Building Repairs	13,300
<i>Account Classification Total: CO - Contractual Services</i>		<u>2,619,708</u>
<i>SU - Supplies and Maintenance</i>		
44001_000	Supplies General	200,000
44001_267	Supplies Laboratory	60,000
44005	Chemicals	1,000,000
44010_001	Computer Software Maintenance	86,500
44010_015	Computer Software Subscriptions	-
44030_000	Minor Equipment Miscellaneous	300,000
44030_001	Minor Equipment Safety	25,000
44030_002	Minor Equipment Tools	50,000
44030_028	Minor Equipment Lab	25,000
44090	Office Equipment & Furniture	5,000
<i>Account Classification Total: SU - Supplies and Maintenance</i>		<u>1,751,500</u>
<i>UT - Utilities</i>		
45001_002	Telephone Wireless/Tablet Service Plan	6,500
45002_000	Turlock Irrigation District General	650,000
45007	Internet Access	7,000
45019	Raw Water	510,000
<i>Account Classification Total: UT - Utilities</i>		<u>1,173,500</u>

Stanislaus Regional Water Authority  
Draft Budget Fiscal Year 2026-2027

<i>VE - Vehicle Expenses</i>		
46010	Equipment Rental	68,035
46020	Fleet Maintenance Labor	4,000
46031	Gas & Oil	20,000
46032	Vehicle & Small Equipment Maintenance Parts	5,000
46034	Vehicle Insurance	2,400
<i>Account Classification Total: VE - Vehicle Expenses</i>		<u>99,435</u>
<i>MI - Miscellaneous Expenses</i>		
47005	Advertising	3,000
47010	Bank Charges	2,300
47020	Certification	7,500
47065	Professional Development	670
47080	Shoe Allowance	-
47090	Testing & Recruitment	5,000
47095_000	Training General/Travel	20,000
47254	Education and Outreach	1,000
<i>Account Classification Total: MI - Miscellaneous Expenses</i>		<u>39,470</u>
<i>CA - Capital Outlay</i>		
51020	Equipment Replacement	548,200
<i>Account Classification Total: CA - Capital Outlay</i>		<u>548,200</u>
<b>Division Total: 550 - Operations</b>		<b>9,249,090</b>

**EXPENSES**

**Department: 53 - Surface Water**  
**Division: 552 - Capital**

<i>CA - Capital Outlay</i>		
51270	Construction Project	225,000
<i>Account Classification Total: CA - Capital Outlay</i>		<u>225,000</u>
<b>Division Total: 552 - Capital</b>		<b>225,000</b>

**Division: 553 - Regional Treatment Plant Const**

*DS - Debt Service*

53027_001	SRF SRWA Loan Interest	1,795,962
53027_002	SRF SRWA Loan Principal	4,726,422
53027_003	SRF SRWA Loan Reserve and Coverage	1,304,477
<i>Account Classification Total: DS - Debt Service</i>		<u>7,826,861</u>
<b>Division Total: 553 - Regional Treatment Plant Const</b>		<u>7,826,861</u>
<b>Department Total: 53 - Surface Water</b>		<u>17,300,951</u>
<b>EXPENSES Total</b>		<b>17,300,951</b>

Net Gain/(Deficet) -



---

From: Christopher Fisher, General Manager

Prepared by: Salena Estrada, Plant Manager

## 1. ACTION RECOMMENDED

Motion to approve the updated Exhibit A, Staffing Plan, to the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement dated January 1, 2023 (“Operations Agreement”).

## 2. DISCUSSION OF ISSUE:

As the SRWA continues to expand its operational responsibilities and service commitments, staff workload and organizational complexity have increased significantly. Since establishment of the current staffing structure in 2022, the organization has experienced growth in regulatory compliance requirements, operational oversight, project management responsibilities, administrative support needs, and coordination with member agencies and external stakeholders.

The existing staffing structure was developed based on historical operational demands and no longer fully reflects the current workload, organizational needs, or future succession planning requirements. To ensure continued operational effectiveness and organizational resiliency, staff has evaluated current workloads, staffing resources, and organizational requirements and identified the need for several staffing modifications.

### Position Title Updates

Staff is proposing updates to several position titles to align with the City of Turlock's classification structure while maintaining the existing duties and responsibilities associated with the positions. The staffing modifications described in this report, including position additions, classification flexibility, and staffing allocation adjustments, require approval by the Board of Directors of the revised Exhibit A attached to this synopsis. Following Board approval, the General Manager shall have authority, subject to available budget appropriations, to fill positions, determine appropriate classifications within the Board-approved staffing structure, and establish compensation within the salary ranges for the listed positions adopted by the City of Turlock.

The proposed title changes include:

Previous Title	Proposed Title
Water Treatment Plant Manager	Water Treatment Plant Manager
Staff Services Assistant	Staff Services Assistant or Technician
Operations Supervisor	Water Treatment Plant Supervisor
Senior Water Treatment Plant Operator	Water Treatment Plant Operator, Sr.
Water Treatment Plant Operator II	Water Treatment Plant Operator II
Water Treatment Plant I	Water Treatment Plant Operator I
Senior Instrumentation & Control Technician	Instrument and Control Technician, Sr.
N/A	Instrumentation Technician II
Senior Electro-Mechanical Maintenance Technician	Maintenance Technician, Sr.
Electro-Mechanical Maintenance Technician II	Maintenance Technician II

These updates improve consistency with City classifications and provide greater clarity regarding position responsibilities.

### **Administrative Support Classification Flexibility**

Staff recommends modifying the current Staff Services Assistant position to allow flexibility for the General Manager to fill the position as either a:

- Staff Services Assistant
- Staff Services Technician

This modification recognizes the increasing complexity of administrative, analytical, financial, procurement, and project support functions required to support SRWA operations. The change provides flexibility to recruit and retain personnel possessing the level of expertise necessary to meet organizational needs while maintaining an appropriate career development pathway.

The proposed modification does not create an additional position but instead provides management with the flexibility to utilize the classification most appropriate for the duties assigned and the operational needs of the organization.

### **Water Treatment Plant Operations Staffing Adjustment**

To improve operational resiliency, strengthen succession planning efforts, and better align staffing resources with the operational needs of a highly automated surface water treatment facility, staff recommends modifying the operator staffing structure by increasing the number of Water Treatment Plant Operator, Sr. positions from five (5) to six (6) and reducing the number of Water Treatment Plant Operator I positions from two (2) to one (1).

This modification does not increase the overall number of operations positions. Rather, it establishes a long-term staffing framework that allows the SRWA to

transition one Water Treatment Plant Operator I position to a Water Treatment Plant Operator, Sr. position over time through normal attrition and internal staff development.

As operators gain experience, achieve higher certifications, and develop the technical expertise necessary to operate a complex surface water treatment facility, the SRWA seeks to provide opportunities for advancement while maintaining an appropriate balance of experience within the operations workforce. The proposed staffing structure recognizes the increasing technical complexity of treatment plant operations and the value of maintaining a larger complement of experienced operators capable of serving in lead operational roles.

The transition would occur gradually as staffing changes naturally occur and qualified employees advance through the operator classification series. As a result, the proposed modification does not represent an immediate increase in staffing levels but instead supports employee development, succession planning, and long-term operational sustainability.

Benefits of the proposed adjustment include:

- Strengthening succession planning and workforce development efforts.
- Providing a clear career progression pathway for operations staff.
- Increasing the number of highly experienced operators available to support plant operations.
- Improving operational flexibility during employee absences, training, and emergency response situations.
- Reducing operational risk associated with retirements and workforce transitions.
- Supporting the long-term staffing needs of a complex regional surface water treatment facility.

This approach allows the SRWA to continue investing in employee development while maintaining a sustainable and resilient operations workforce for the future.

### **Addition of Instrumentation Technician II Position**

Staff recommends adding one Instrumentation Technician II position to the staffing plan.

The SRWA's treatment, pumping, telemetry, and control systems continue to become increasingly automated and technologically advanced. Maintaining these systems requires specialized technical expertise to ensure reliability, minimize downtime, and support future improvements.

The addition of an Instrumentation Technician II position will:

- Improve preventative maintenance efforts.
- Increase responsiveness to instrumentation and control system issues.
- Reduce reliance on outside contractors and consultants.

- Improve reliability of treatment plant automation systems.
- Support future SCADA, instrumentation, and process control enhancements.

This position will work closely with operations and maintenance personnel to support critical treatment plant infrastructure and ensure continuous, reliable operation of plant systems.

### **Maintenance Technician II Classification Correction**

Staff identified an inconsistency in the previously approved salary range for the Maintenance Technician II classification. The proposed staffing plan corrects the classification from Range 28.0 to Range 27.0 to align with the City of Turlock's adopted compensation schedule.

This adjustment is administrative in nature and does not change the duties or responsibilities associated with the position.

### **Succession Planning and Organizational Sustainability**

Several key positions within the organization require specialized technical knowledge and operational expertise. The proposed staffing modifications strengthen succession planning efforts by providing additional opportunities for workforce development, knowledge transfer, and cross-training.

These changes will reduce organizational dependence on individual employees for critical functions and improve long-term workforce sustainability.

### **3. FISCAL IMPACT/BUDGET AMENDMENT:**

The proposed staffing modifications include:

- Future reallocation of one Water Treatment Plant Operator I position to a Water Treatment Plant Operator, Sr. position through attrition and employee advancement
- Addition of one Instrumentation Technician II position
- Modification of the Staff Services classification to allow assignment of one employee as a Staff Services Assistant or Staff Services Technician according to operational demands
- Administrative updates to position titles
- Correction of the Maintenance Technician II salary range

Overall, staff estimates the total annual fiscal impact associated with the proposed staffing plan modifications to be approximately \$143,815. In addition to an increase in total salary, employee benefits costs will include additional retirement contributions, health insurance, payroll taxes, workers' compensation, and leave accrual obligations. The final draft budget to be considered at this board meeting does not propose an increase due to this operational change because it would result in an offsetting reduction in the need and cost for contracted temp staff services.

The proposed operator staffing adjustment is not anticipated to result in an immediate increase in staffing levels, as the sixth Water Treatment Plant Operator, Sr. position would be achieved through the eventual elimination of one Water Treatment Plant Operator I position as vacancies occur and employees advance through the operator classification series. Accordingly, any fiscal impact associated with this change would occur gradually over time and would primarily reflect the difference in compensation and benefits between the two classifications.

The title changes and Maintenance Technician II range correction are not anticipated to result in additional fiscal impacts. The Staff Services classification flexibility will only affect costs if a higher-level classification is utilized.

Although the proposed staffing modifications will increase personnel expenditures, they are expected to generate long-term operational benefits through improved staffing resiliency, reduced overtime exposure, enhanced succession planning, reduced reliance on contract services, and increased operational efficiency.

Staff believes these investments are necessary to support the continued growth and operational reliability of the Regional Surface Water Supply Project and ensure the SRWA remains adequately staffed to meet current and future service demands.

**4. GENERAL MANAGER’S COMMENTS:**

The General Manager recommends approval of this action.

**5. ENVIRONMENTAL DETERMINATION:**

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

**6. ALTERNATIVES:**

The Board may elect to:

- a. Move to approve the updated Exhibit A to the Operations Agreement as recommended by staff.
- b. Approve Exhibit A with modifications to the updated staffing plan and direct staff to revise Exhibit A accordingly.
- c. Decline to approve the updated Exhibit A and retain the existing staffing plan contained in the current version of Exhibit A.

**7. ATTACHMENTS:**

- a. Exhibit A

## EXHIBIT A

### City of Turlock Water Treatment Plant Staffing Plan

Position	Cert.	#
Water Treatment Plant Manager	T5	1
Water Treatment Plant Supervisor	T4	1
Staff Services Assistant, <b>Technician</b>		1
Water Treatment Plant Operator, Sr.	T3	<b>6</b>
Water Treatment Plant Operator II	T2	2
Water Treatment Plant Operator I	T1	<b>1</b>
Instrument and Control Technician, Sr.	T1	1
<b>Instrumentation Technician</b>	<b>T1</b>	1
Maintenance Technician, Sr.	T2	1
Maintenance Technician II	T1	1

Notes:

\*Position Titles updated to align with City of Turlock's

\*\*The General Manager may assign one employee to provide staff services from among the two listed Staff Services Classifications per Section 4.2 of the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement.



From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

**1. ACTION RECOMMENDED:**

Resolution: Adopting the Annual Budget for the Stanislaus Regional Water Authority for the 2026-27 Fiscal Year and Adopting a minimum cash reserve target for 2026-27

**2. DISCUSSION OF ISSUE:**

In accordance with Article VII (F) of the Joint Powers Agreement (JPA), the Governing Board of the Stanislaus Regional Water Authority (SRWA) is hereby presented with the proposed 2026-27 annual budget for the SRWA. The proposed budget includes costs for operations, capital projects, and debt services.

Article XV(F) of the Joint Powers Agreement states that the following regarding SRWA's cash reserves:

*The Governing Board shall determine on an annual basis, prior to the beginning of each fiscal year, a level of reasonable cash reserves to be accumulated by the Authority. This reserve shall be accumulated from revenues collected in excess of all actual costs of the Authority. Once the targeted reserve level is reached, all additional revenues collected in excess of the actual costs of the Authority shall be considered excess revenue and, subject to any limitation in any bond or other financing agreement, carried forward as revenue for the next fiscal year and serve to reduce each Participant's respective assessment for such subsequent fiscal year.*

Staff recommend that the Board approve a minimum cash reserve sufficient to fund 6 months of total Fiscal Year 2026-2027 budget. This is standard practice for an enterprise fund such as the SRWA. As part of the Operations Agreement, Staff will continue to send each participating agency an invoice for three (3) months projected cashflow needs at the beginning of each calendar quarter.

Operations and maintenance expenses, capital expenditures, and State Revolving Loan Fund (SRF) obligations are shown in the budget summary below. Operations position costs are based on the approved staffing plan from the City of Turlock.

SRF-related budget items are interest and principal payments due to project completion, and debt coverage. The reserve obligations have now been met.

**3. FISCAL IMPACT / BUDGET AMENDMENT:**

The proposed 2026-27 fiscal year budget for the SRWA totals \$17,300,951. The following summarizes the major components of the 2026-27 proposed budget:

<b>OPERATIONS AND MAINTINANCE</b>	<b>9,249,090</b>
<b>CAPITAL</b>	<b>225,000</b>
<b>SRF DEBT AND COVERAGE PAYMENTS</b>	<b>7,826,861</b>
<b>TOTAL</b>	<b>17,300,951</b>

The full details of this budget is attached as Exhibit A. Funding for the proposed budget is allocated among the City of Ceres, City of Turlock, and the Turlock Irrigation District based on the benefit each participant receives from each component of the project. Operational costs are shared between Ceres and Turlock. Each agency's allocated costs will be funded using a combination of individual agency internal cash resources.

**4. GENERAL MANAGER'S COMMENTS:**

Recommends approval.

**5. ENVIRONMENTAL DETERMINATION:**

N/A

**6. ALTERNATIVES:**

The Board may approve amendments as desired to the proposed 2026-27 annual budget for the SRWA.

**7. ATTACHMENT:**

Exhibit A

Stanislaus Regional Water Authority  
Draft Budget Fiscal Year 2026-2027

### REVENUES

<b>Department: 53 - Surface Water</b>		
<b>Division: 552 - Capital</b>		
<i>IN - Interest Income</i>		
33000	Interest Income	913,900
<i>Account Classification Total: IN - Interest Income</i>		<u>913,900</u>
<i>IG - Intergovernmental</i>		
34900_001	Member Agency Contributions City of Turlock	10,895,608
34900_002	Member Agency Contributions City of Ceres	5,465,447
34900_004	Member Agency Contributions Turlock Irrigation District	25,996
<i>Account Classification Total: IG - Intergovernmental</i>		<u>16,387,051</u>
<b>Division Total: 552 - Capital</b>		<u>17,300,951</u>
<b>Department Total: 53 - Surface Water</b>		<u>17,300,951</u>
<b>REVENUES Total</b>		<u>17,300,951</u>

### EXPENSES

<b>Department: 53 - Surface Water</b>		
<b>Division: 550 - Operations</b>		
<i>SA - Salaries</i>		
49007	Salary Charges From Other Departments	3,017,277
<i>Account Classification Total: SA - Salaries</i>		<u>3,017,277</u>
<i>CO - Contractual Services</i>		
43055_002	Consultant Audit	9,460
43100_001	Insurance Property	250,000
43195	Special Legal Counsel	30,000
43309	Water Supply Evaluation	-
43314	Contract Help - Service	2,223,198
43318	Professional Services - Debt	500
43319	Regulatory Fees	20,300
43320	Special Services/Projects	2,400
43332	Permitting	40,550
43351	Facility Site Improvements	30,000
43353	RWQCF-OPS Building Repairs	13,300
<i>Account Classification Total: CO - Contractual Services</i>		<u>2,619,708</u>
<i>SU - Supplies and Maintenance</i>		
44001_000	Supplies General	200,000
44001_267	Supplies Laboratory	60,000
44005	Chemicals	1,000,000
44010_001	Computer Software Maintenance	86,500
44010_015	Computer Software Subscriptions	-
44030_000	Minor Equipment Miscellaneous	300,000
44030_001	Minor Equipment Safety	25,000
44030_002	Minor Equipment Tools	50,000
44030_028	Minor Equipment Lab	25,000
44090	Office Equipment & Furniture	5,000
<i>Account Classification Total: SU - Supplies and Maintenance</i>		<u>1,751,500</u>
<i>UT - Utilities</i>		
45001_002	Telephone Wireless/Tablet Service Plan	6,500
45002_000	Turlock Irrigation District General	650,000
45007	Internet Access	7,000
45019	Raw Water	510,000
<i>Account Classification Total: UT - Utilities</i>		<u>1,173,500</u>

Stanislaus Regional Water Authority  
Draft Budget Fiscal Year 2026-2027

<i>VE - Vehicle Expenses</i>		
46010	Equipment Rental	68,035
46020	Fleet Maintenance Labor	4,000
46031	Gas & Oil	20,000
46032	Vehicle & Small Equipment Maintenance Parts	5,000
46034	Vehicle Insurance	2,400
<i>Account Classification Total: VE - Vehicle Expenses</i>		<u>99,435</u>
<i>MI - Miscellaneous Expenses</i>		
47005	Advertising	3,000
47010	Bank Charges	2,300
47020	Certification	7,500
47065	Professional Development	670
47080	Shoe Allowance	-
47090	Testing & Recruitment	5,000
47095_000	Training General/Travel	20,000
47254	Education and Outreach	1,000
<i>Account Classification Total: MI - Miscellaneous Expenses</i>		<u>39,470</u>
<i>CA - Capital Outlay</i>		
51020	Equipment Replacement	548,200
<i>Account Classification Total: CA - Capital Outlay</i>		<u>548,200</u>
<b>Division Total: 550 - Operations</b>		<b>9,249,090</b>

**EXPENSES**

**Department: 53 - Surface Water**  
**Division: 552 - Capital**

<i>CA - Capital Outlay</i>		
51270	Construction Project	225,000
<i>Account Classification Total: CA - Capital Outlay</i>		<u>225,000</u>
<b>Division Total: 552 - Capital</b>		<b>225,000</b>

**Division: 553 - Regional Treatment Plant Const**

*DS - Debt Service*

53027_001	SRF SRWA Loan Interest	1,795,962
53027_002	SRF SRWA Loan Principal	4,726,422
53027_003	SRF SRWA Loan Reserve and Coverage	1,304,477
<i>Account Classification Total: DS - Debt Service</i>		<u>7,826,861</u>
<b>Division Total: 553 - Regional Treatment Plant Const</b>		<u>7,826,861</u>
<b>Department Total: 53 - Surface Water</b>		<u>17,300,951</u>
<b>EXPENSES Total</b>		<b>17,300,951</b>

Net Gain/(Deficet) -