



REGULAR BOARD MEETING AGENDA
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM
3582 SOUTH WINERY AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, September 12, 2023 at 6:00PM

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a District Board Meeting, please contact the District Office at 559-485-7353 at least 48 hours prior to the meeting, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.

1. Call to Order:

2. Roll Call: President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.

3. Certification: Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

4. Consent Agenda. The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

a. Minutes of the Regular Board Meeting of August 22, 2023.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by: _____; **Second by:** _____

5. Old Business:

a. **IT Support Proposals.** A continued discussion from the previous board meeting. The district received proposals from BCT, PC Solutions and UNITY for IT services. Unity IT proposal is up to \$1,680.00 per month. PC Solutions' proposal of up to \$2,938.00 and BCT's proposal of \$2,500.00 per month. Each proposal offers different details contributing to the price. The district's current IT provider is PC Solutions.

Recommended action: To continue IT services with PC Solutions.

Motion by: _____; **Second by:** _____

6. New Business:

a. **Drought Relief.** The Department of Water Resources has notified MCWD that a Contract Amendment has been authorized for additional funding and that MCWD is authorized to proceed to construction. DWR is finalizing the official contract and will route to MCWD in the immediate future.

It is recommended that MCWD issue a Notice of Award to Steve Dovali Construction.

Recommended Action: Authorize issuance of the Notice of Award to Steve Dovali Construction.

Motion by: _____; **Second by:** _____

- b. **Resolution 09-12-2023.** A resolution granting an easement to the Fresno Irrigation District for the district's well 5A project. Easement location is S/E North and Peach Avenues.

Recommended action: to approve Resolution 09-12-2023 and Grant of Easement for the Well 5A Project.

Motion by: _____; **Second by:** _____

7. Incorporation Reports:

8. Recreation Reports:

9. Engineer Reports:

- a. District Engineer Report.

1. **American Rescue Plan Act.** The design of the projects is near completion. It is expected that the project will be ready for advertisement by the end of September or early October.

- b. CDBG Engineer Report:

10. General Manager's Report:

- a. Rate Study
b. Updated Development Charges spreadsheet.

11. President's Report:

12. Vice President's Report:

13. Director's Reports:

14. Legal Counsel Report:

15. Communications:

- a. Written Communications:
1. Provost and Pritchard invitation to their open house, Tuesday, October 3, 2023, from 4:00-7:00pm at their Clovis location.
 2. **Affordable Connectivity Program.** The County of Fresno provides information for the ACP program for free home internet for CalFresh and Medi-Cal households.

b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

16. Closed Session:

a. Pending Litigation Malaga v. CSJ Construction (Government Code Section 54956.9).

17. Adjournment:

Motion by: _____, **Second by:** _____

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of September 12, 2023, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 09/08/2023.

Norma Melendez, District Clerk



REGULAR BOARD MEETING MINUTES
BOARD OF DIRECTORS MEETING
MALAGA COUNTY WATER DISTRICT
ALTERNATE MEETING ROOM
3582 SOUTH WINERY AVENUE
FRESNO, CALIFORNIA 93725
Tuesday, August 22, 2023 at 6:00PM

item 4.a.

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Please submit all written correspondence for the Board of Directors by 12:00 pm the Friday prior to the meeting. Please deliver or mail to the District Clerk.

1. Call to Order: 6:00p.m.

- 2. Roll Call:** President Charles Garabedian, Jr.; Vice President Salvador Cerrillo; Director Irma Castaneda; Director Frank Cerrillo, Jr.; Director Carlos Tovar, Jr.
Director Tovar, Jr. arrived after the consent agenda was approved at 6:01p.m.
Also Present: Norma Melendez, Moises Ortiz and Michael Slater.

- 3. Certification:** Certification was made that the Board Meeting Agenda was posted 72 hours in advance of the meeting.

- 4. Consent Agenda.** The items listed below in the Consent Agenda are routine in nature and are usually approved by a single vote. Prior to any action by the Board of Directors, any Board member may remove an item from the consent agenda for further discussion. Items removed from the Consent Agenda may be heard immediately following approval of the Consent Agenda or set aside for discussion and action after Regular Business.

- a. Minutes of the Regular Board Meeting of August 8, 2023.
- b. Minutes of the Special Board Meeting of August 14, 2023.

Recommended action: To approve the Consent Agenda as presented or amended.

Motion by Vice President Cerrillo; Second by Director Cerillo, Jr. and by a 4-0 vote to approve the consent agenda as presented.

5. Old Business:

- a. **Audit.** Continued discussion from the previous meeting. Review and discussion of the audit report for fiscal year 2021-2022.

Recommended action: to approve Audit 2021-2022 as presented or amended.

Motion by Vice President Cerrillo; Second by Director Castaneda and by a 5-0 vote to approve the 2021-2022 Audit as presented.

6. New Business:

- a. **CDBG 2024-2025; Public Comments.** To hear any public comments or suggestions to be considered for the CDBG 2024-2025 funding application. The Community Development Block Grant (CDBG) is a federal grant program administered by Fresno

County to address housing and community development needs of low- and moderate-income persons. Types of eligible projects include public works improvements such as water, sewer, streets and drainage, fire protection facilities and equipment, solid waste facilities, libraries, and community centers.

For public discussion and potential action.

Public comment opened at 6:02p.m. No suggestions for alternative projects presented. Public comment closed at 6:03p.m.

- b. **CDBG 2024-2025; Project Proposal.** Project applications for CDBG Projects in FY 2024-25 are due to Fresno County Planning by August 31, 2023. Staff recommends that the district submit a project proposal to make improvements at the Wastewater Treatment Facility (WWTF) in order to maintain critical operations. The improvements will include replacement of one of the three wastewater screw pumps. District staff has been able to make repairs to the other two pumps to keep them in service, but the third pump has reached its useful life and is in need of replacement.

The scope of work includes removal of the existing pump, purchase and installation of the new pump, and all associated work. The estimated cost of the project is \$300,000, which is the maximum grant amount.

Recommended action: To approve the submission of an application for the WWTF Screw Pump Replacement Project for CDBG 2024-25 funding and designate the General Manager as signing authority for the project.

Motion by Director Cerrillo, Jr., Second by Director Castaneda and by a 5-0 vote to approve the submission of an application for the WWTF Screw Pump Replacement Project for CDBG 2024-2025 funding and designate the General Manager as signing authority for the project.

- c. **Resolution 08-22-2023.** A resolution authorizing and approving the continued operations of the district and making appropriations for fiscal year 2023-2024 in accordance with the budget adoption for fiscal year 2022-2023.

Recommended action: To approve Resolution No. 08-22-2023 as presented or amended.

Motion by Vice President Cerrillo, Second by Director Castaneda and by a 5-0 vote approve Resolution No. 08-22-2023 as presented.

- d. **IT Support Proposals.** The district received proposals from BCT, PC Solutions and UNITY for IT services. Unity IT proposal is up to \$1,680.00. PC Solutions' proposal of up to \$2,938.00 and BCT's proposal of \$2,500.00. Each proposal offers different details contributing to the price. The district's current IT provider is PC Solutions.

Recommended action: To select the best provider that will provide district needs.

Correction: These fees are monthly fees. Item tabled for the next regular or special board meeting, whichever comes first.

7. Incorporation Reports: None for this meeting.

8. Recreation Reports:

Director Castaneda informed the board there will be a special recreation meeting on August 23 to discuss Fiesta Day developments. She also mentioned the next Recreation Bingo will be held on September 6.

9. Engineer Reports:

- a. District Engineer Report. **None for this meeting.**
- b. CDBG Engineer Report: report during new business.

10. General Manager's Report:

- a. Board of Supervisors letter. **Presented pictures of the conditions around the district that have not been maintenance by the County of Fresno.**

11. President's Report:

President Garabedian, Jr. emphasized to the directors that the CSDA conference will emphasize on the organization and operations aspect of the special districts.

12. Vice President's Report:

Vice President Cerrillo reported that Asphalt Technology found an issue after the parking lot project was completed and repaired the issue before receiving payment. He also asked the board of directors if they would like to sign up for Fowler's Oktoberfest parade. The district participated in last years' event. Board consent was to participate in the parade.

13. Director's Reports:

Director Cerrillo, Jr. announced to the board he was unable to attend the CSDA conference as he will be having family from out of town.

14. Legal Counsel Report: reserved for closed session.

15. Communications:

- a. Written Communications: **Nothing for this meeting.**
- b. Public Comment: *The Public may address the Malaga County Water District Board on item(s) of interest within the jurisdiction of the Board, not appearing on the agenda. The Board will listen to comments presented; however, in compliance with the Brown Act, the Board cannot take action on items that are not on the agenda. The public should address the Board on agenda items at the time they are addressed by the Board. All speakers are requested to wait until recognized by the Board President. All Comments will be limited to three (3) minutes or less per individual/group per item per meeting, with a fifteen (15) minutes maximum.*

16. Closed Session: 7:20pm

- a. Potential Litigation (Gov't Code 54956.9(d)(2).).
Nothing to report.

17. Adjournment:

Motion by Director Cerrillo, Jr., Second by Vice President Cerrillo and by a 5-0 vote to adjourn the meeting at 7:41p.m.

Certification of Posting

I, Norma Melendez, District Clerk of the Malaga County Water District, do hereby certify that the foregoing agenda for the Regular Meeting of the Board of Directors of August 22, 2023, was posted for public view on the front window of the MCWD office at 3580 S. Frank Street, Fresno Ca 93725, at 5:00P.M. On 08/18/2023.

Norma Melendez, District Clerk

Computer Technology Solutions, Inc.

"Simply Working Together"
powered by Xobee Networks

Project Proposal : Managed Support (Platinum Edition)

Prepared for : Malaga County Water District MAIN

Delivered on : August 11, 2023

Prepared by : Eric Rawn

SCOPE OF WORK

This Full Unlimited Managed Support Agreement includes all proactive, reactive and maintenance support for your organization's technology during business hours.

Our Managed IT Support Services are designed to support growing companies by offering a One Stop Shop IT Support Service at an affordable cost while maintaining a reliable, stable IT environment. We also recommend Monthly, Quarterly or Bi-Annually Technology Meetings to ensure we are all on the same page with technology services with your organization.

Services Provided include Desktop and Server Monitoring, Backup Monitoring/Support, Day to Day End User Support, Preventative Maintenance, Security Monitoring and Remediation, in addition to all items described below in the proposal. New Projects are quoted and billed separately as requested or needed, after business hours support requested by the client are billed separately as emergency support - general maintenance performed outside of normal business hours are included in your Managed Support Agreement. New Projects are classified as anything new that has not been accounted for during this proposal creation and identified and documented below.

SEPARATE NEW OR FUTURE PROJECTS INCLUDED IN THIS AGREEMENT:

(NONE)

Additional services available includes web services development or cabling services, which are billed at \$140 per hour, based on the project or scope of work if needed.

Managed Support (Platinum Edition)

Managed IT Support









Image	Qty/Hrs.	Description	Price	Total
	14	<p>Xobee 360 Managed Support (desktop) includes Support 8x5</p> <ul style="list-style-type: none"> - Unlimited Live Help Desk Support - Unlimited Onsite Support (when required) - Full IT Management - User Provisioning - Desktop Software Patches and Updates - Anti-Virus Management - Desktop / Laptop Patching - Virtual CIO Quarterly Meetings - Rapid Response Priority 	\$125.00 / Month	\$1,750.00 / Month
	3	<p>BCT 360 Managed Support (server) includes Support 8x5</p> <ul style="list-style-type: none"> - Unlimited Live Help Desk Support - Unlimited Onsite Support (when required) - Full IT Management - User Provisioning - Server Software Patches and Updates - Anti-Virus Management - Desktop / Laptop Patching - Office 365 Management - Virtual CIO Quarterly Meetings - Rapid Response Priority 	\$250.00 / Month	\$750.00 / Month

Image	Qty/Hrs.	Description	Price	Total
	1	12-month Agreement This Agreement will be applicable for 12 months from the start of service and auto renew annually.	\$0.00 / Month	\$0.00 / Month

Security and Backup

Image	Qty/Hrs.	Description	Price	Total
	1	Remote Offsite Daily Backup Service (Unlimited Edition)	\$150.00	\$0.00
	3	Cyber360 Monitoring (per location)	\$50.00	\$0.00
	14	BCT 360 Cyber Security User Subscription	\$2.50	\$0.00
	14	Sophos Desktop Anti-Virus Bundle (Endpoint + Intercept)	\$5.83	\$0.00
	3	Sophos Server Anti-Virus Bundle (Endpoint + Intercept)	\$15.00	\$0.00

Total tax : \$0
Total one-time cost : \$0
Total monthly recurring cost : \$2,500.00
Total annual recurring cost : \$0

Malaga County Water District MAIN, Costs may not include shipping or taxes (local, state, federal). Any additional time and/or materials not defined in this proposal will be considered for billing. A 50% deposit may be due upon approval. I agree to the terms and conditions defined in this document and verify that I am an authorized representative of Malaga County Water District MAIN.

☐ I have read and understand the [Client Master Agreement \(click here to view\)](#).

Clear

Malaga County Water District MAIN

Client Name

08/18/2023

Signature

Name

Title

Approve

* By signing this quote/contract, you attest and consent that you are duly authorized to enter into a contract on behalf of Malaga County Water District MAIN, hereinafter referred to as "Client" with Xobee Networks, Inc., a California Corporation, hereinafter referred to as "Xobee". By signing this quote/contract, you attest that have read and agree to any and all terms and conditions specified on the "General Terms and Conditions" document contained at <https://www.xobee.com/general-terms-and-conditions> including but not limited to the "Privacy Policy" specified at <https://www.xobee.com/privacy-policy/> and the "Acceptable Use Policy" at <https://www.xobee.com/AUP>. Client will utilize Xobee's Service Desk during the hours outlined herein, for remote administration, support

and problem resolution on Services covered under this quote/contract. Unless stated, costs do not include shipping or taxes (local, state, federal or otherwise). Additional goods or services not specified in this quote/contract will be formally agreed upon by Xobee and the Client before any supplemental services or goods are rendered. Any additional services that are billed on a recurring basis not specified in this quote/contract added shall result in an adjustment to the Client's recurring charges.

Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectations on the deliverables listed above. You agree to aid us in doing so by making available to us necessary information, assets and access pertaining to your project and to cooperate with us in expediting the work. Excessive delays in communication and/or deliverables caused by you void our requirement to meet our projected timeline defined in this contract.

Client Master Agreement

All communications necessary for the work defined in this project are covered by the budget you're agreeing to. We understand that our clients often have quick questions – we typically don't charge to answer those if they require less than fifteen (15) minutes in length. However, we're experts in our industry and you're paying us for that expert knowledge, so any communication that requires us to provide consultation or perform research, whether it be for actual requests or for hypothetical changes, will incur our hourly labor rate billed in fifteen (15) minute increments with no minimum. A more detailed breakdown of our billing policies can be found in our Client Master Agreement. Projects that go dormant for longer than forty-five (45) days will incur a fee to resume work at the discretion of CTS, Inc.

Terms of Payment

BILLING SCHEDULE

It's important for us to ensure a positive working relationship and to keep the project moving forward. For us to guarantee this, you agree to the following payment schedule.

CTS, Inc. will invoice Malaga County Water District MAIN for fifty per cent (50%) of the initial fees at point of this signed contract agreement which will act as the deposit. The remaining 50% will be billed at the end of the project timeline prior to deployment.

Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability related to such action. We agree to use our best efforts to minimize such costs and expenses.

Responsibility of CTS, Inc. and Malaga County Water District MAIN

CTS, Inc.'s RESPONSIBILITY FOR RELEASES

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (if applicable).

MALAGA COUNTY WATER DISTRICT MAIN'S RESPONSIBILITIES FOR RELEASES

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

MALAGA COUNTY WATER DISTRICT MAIN'S RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing regarding the performance of this Agreement.

Confidentiality

CTS, Inc. acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by CTS, Inc. on behalf of Malaga County Water District MAIN or disclosed by Malaga County Water District MAIN to CTS, Inc.

Terms of Termination

PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

Any hardware, equipment, licenses, software or other items which are included as part of a recurring service, must be returned upon termination of service, including items which are loaned as part of the service, including but not limited to, VoIP telephone handsets, replacement desktops under a virtual desktop service, cloud service licenses or other items which have not actually been paid for besides the service fee.

Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

Payment for Non-Cancelable Materials

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of Malaga County Water District MAIN, that any such materials and services, are non-cancelable.

Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Malaga County Water District MAIN to CTS, Inc., CTS, Inc. shall transfer, assign and make available to Malaga County Water District MAIN all property and materials in its possession or control belonging to Malaga County Water District MAIN. Malaga County Water District MAIN agrees to pay for all costs associated with the transfer of materials.

Approve

Computer Technology Solutions, Inc.

"Simply Working Together"
powered by Xobee Networks

Project Proposal : VoIP Business Phone Systems

Prepared for : Malaga County Water District MAIN

Delivered on : August 11, 2023





Prepared by : Eric Rawn

SCOPE OF WORK

VoIP Business Phone System utilizing existing handsets including Unlimited Calling and All Feature Sets

VoIP Business Phone Systems

Product / Service List

Image	Qty/Hrs.	Description	Price	Total
	8	Xobee Voice Hosted Seat	\$18.00 / Month	\$144.00 / Month
	1	E911 FCC Government Surcharge	\$10.00 / Month	\$10.00 / Month
	1	Installation, Configuration, Setup and Training Included at No Cost	\$0.00	\$0.00
	1	12-month Agreement This Agreement will be applicable for 12 months from the start of service and auto renew annually.	\$0.00 / Month	\$0.00 / Month

Total tax : \$0
Total one-time cost : \$0
Total monthly recurring cost : \$154.00
Total annual recurring cost : \$0

Malaga County Water District MAIN, Costs may not include shipping or taxes (local, state, federal). Any additional time and/or materials not defined in this proposal will be considered for billing. A 50% deposit may be due upon approval. I agree to the terms and conditions defined in this document and verify that I am an authorized representative of Malaga County Water District MAIN.

☐ I have read and understand the [Client Master Agreement \(click here to view\)](#)

Clear

Malaga County Water District MAIN

Client Name

08/18/2023

Signature

Name

Title

Approve

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Mutual Cooperation

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Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability related to such action. We agree to use our best efforts to minimize such costs and expenses.

Responsibility of CTS, Inc. and Malaga County Water District MAIN

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Then when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

MALAGA COUNTY WATER DISTRICT MAIN'S RESPONSIBILITY FOR ACCURACY

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing regarding the performance of this Agreement.

Confidentiality

CTS, Inc. acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by CTS, Inc. on behalf of Malaga County Water District MAIN or disclosed by Malaga County Water District MAIN to CTS, Inc.

Terms of Termination

PERIOD OF AGREEMENT AND NOTICE OF TERMINATION

This Agreement shall become effective as of and shall continue until terminated by either party upon not less than 60 days' notice in writing given by either party to the other.

Any hardware, equipment, licenses, software or other items which are included as part of a recurring service, must be returned upon termination of service, including items which are loaned as part of the service, including but not limited to, VoIP telephone handsets, replacement desktops under a virtual desktop service, cloud service licenses or other items which have not actually been paid for besides the service fee.

Termination for Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

Payment for Non-Cancelable Materials

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of Malaga County Water District MAIN, that any such materials and services, are non-cancelable.

Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Malaga County Water District MAIN to CTS, Inc., CTS, Inc. shall transfer, assign and make available to Malaga County Water District MAIN all property and materials in its possession or control belonging to Malaga County Water District MAIN. Malaga County Water District MAIN agrees to pay for all costs associated with the transfer of materials.

Approve

Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

item 5.a.2.

August 18, 2023

Malaga County Water District
Moises Ortiz
3580 S Frank Ave
Fresno, CA 93725
mortiz@malagacwd.org

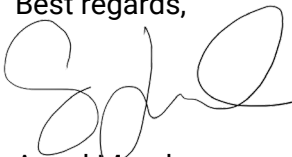
Dear Moises,

We are grateful for the opportunity to submit our proposal for services and for the trust you have placed in PC Solutions since 2018. We value being included in your request for proposals.

As your incumbent service provider, we have had the privilege of working with you and supporting the Malaga County Water District staff. This experience has given us unique insight into your network needs, enabling us to present a comprehensive proposal that is tailored to your business. Additionally, with this unique advantage, we would like to offer a thorough review of the proposals submitted by our competitors as part of this RFP, ensuring that your best interests are represented and prioritized.

We are excited to continue and strengthen our successful working partnership as your managed services provider.

Best regards,



Angel Morales
PC Solutions, Sales Executive
angel.morales@gopcsolutions.com
559-825-3216



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

About Us

Introduction:

PC Solutions has provided information technology solutions to the SMB market since 2004. We specialize in educating you in the options available to ease your business' concerns in the 21st century. Our professional scope ranges from architecting, designing, and supporting networks and data cabling solutions to engineering and implementing telecommunications systems as well as local and wide area networking solutions.

PC Solutions network and technical engineers' combined experience allow us the ability to successfully provide and support custom solutions for our valued clients. Our relationships with partners, such as Sophos, Microsoft, HP Enterprise, Veeam, and Synology have allowed us the ability to design, scale and implement effective infrastructure solutions for our diverse client base.

By coordinating and managing all your technical solutions, vendors and proactively managing your network, you will see the benefits of the ability to completely focus on running your business.

PC Solutions is uniquely qualified to provide IT projects and ongoing service support for Malaga County Water District. We sincerely appreciate the opportunity to present this proposal.

PC Solutions Awards and Recognition

- Voted "Best Technology Company" by The Business Journal - 2019, 2020, 2021.
- Master Managed Service Provider
- Clovis Chamber of Commerce Member
- Tribal Gaming License

Certifications

- Microsoft Networking Infrastructure Competency
- Microsoft Authorized Educational Reseller
- State of California Small Business Certified
- Hubbell Certified
- ICC Certified
- Criminal Justice Information Services Security Awareness Certification
- Sophos Platinum Partner
- Veeam Certified
- VMWare Certified
- CompTIA Certified

Community Involvement

- Clovis Chamber of Commerce Community Events - Ambassador
- Clovis Leadership Summit Sponsor
- Clovis Annual Haunted Trail Organizer



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

Current Facility Concerns & Solution Summary

General:

Malaga County Water District currently operates at four (4) locations.

Site Address / Alias	Address
Admin Building	3580 S Frank Ave Fresno, CA 93725
Recreation Building	3582 S Winery Ave Fresno, CA 93725
Water Shop	33 E Central, Fresno CA
Water Treatment Plant	3749 S Maple Ave Fresno, CA 93725

As the incumbent managed services provider, we have the unique opportunity to submit the following proposal based on active monitoring and security protocols in place in addition to current and past projects along with actual service tickets received. Our engineering team conducted a comprehensive evaluation of the Local Network, connecting PC's, laptops, servers, and other networked devices. The network was inspected to validate existing configurations and current operation status.

Servers:

Malaga County Water District currently has one (1) physical server and (3) virtual servers ~4.4 years old. PC Solutions is not recommending a replacement of this hardware at this time. However, warranty support for this hardware is due for replacement by end of 1st quarter of 2024.

Workstations:

The Malaga County Water District office is currently operating with (12) connected workstations as of the date of this proposal submission.

PC Solutions will support these existing PC's as is. Our best-practice recommendation is to replace workstations around the 3-year mark. Your (12) connected workstations are an average of 5.2 years. Slow workstations are estimated to drop productivity by 2.75% (13 minutes per day, or 5.5 days per year). The problem is exacerbated with server equipment, which can dramatically affect a large number of users in parallel. As a result, the 1-year ROI for replacement of old systems is often 5X to 10X.

The table below provides an idea of a sample replacement budget spread over four quarters for these overdue devices.

Due/Soon	Q1	Q2	Q3	Q4	Total
Standard Workstations (~\$1,600/ea)	3	3	3	3	12
Budget Amount*	\$4,800	\$4,800	\$4,800	\$4,800	\$19,200

**For budgetary purposes, Formal quote required for final cost. Hardware Leasing Options Available*



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

Hardware Leasing Options (HaaS):

PC Solutions does have equipment leasing options available to ensure that your network and connected devices are performing optimally. We included a lease option to the service agreement renewal.

Security:

By combining desktop protection with gateway protection, you will receive the highest level of security possible, and will be protected from not only external attacks, but against those that start from within the network as well. With both inbound and outbound e-mail protection and a system that enforces your internal policies and compliance with relevant regulations, you will be protected from any intrusions or attacks and will be provided content filtering.

Backup & Disaster Recovery:

The current BDR backup appliances onsite as well as the offsite Synology backups will provide automated backups to the servers and offsite backups to a secure data center to protect against total site disasters. The BDR backup solution offers server virtualization, which will eliminate down time due to total server loss. The BDR will duplicate the downed server on a virtual machine within the BDR unit until it can be physically replaced or restored. This solution includes (1TB) Off-Site Back-up.

Network Backbone:

The network backbone for Malaga County Water District consists of (3) 48 port POE managed switches and (2) Ubiquity point to point access points and (3) Sophos firewall appliances. PC Solutions will not be replacing any of the current network hardware as part of this proposal.

Phones & Internet:

PC Solutions currently manages Malaga County Water District's Business VoIP phones and is not recommending adjustments to this service at this time.



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

A Complete Managed Service Offering

Upon completion of the project scope, PC Solutions will configure Malaga County Water District's network and all connected servers, routers, switches, PCs, and peripherals to allow us the ability to proactively manage and maintain the network environment. The core components that comprise our proactive managed services package include:

All Bases Covered

- ☒ Unlimited Remote Assistance
(Section 3: Standard Business Hours)
- ☒ Onsite Services as Needed*
*(*Section 3 & 9: Standard Business Hours/Travel & Lodging)*
- ☒ Replacement Parts
- ☒ 24x7x365 Helpdesk
- ☒ Smartphone Support

Taking Initiative with Your Network

- ☒ Application Updates
- ☒ SPAM Control
- ☒ Email Archiving & Email Continuity
- ☒ Critical Monitoring 24x7x365
- ☒ VoIP Adds, Changes, or Modifications
- ☒ Managed IT / Warranty Asset Tracking
- ☒ Managed Software Licensing Tracking
- ☒ Managed Domain Name Services

Backup and Disaster Recovery

- ☒ Automated Server Backup
- ☒ Same Day Virtualization
- ☒ Data is Secure in Three Places
- ☒ Automatic Nightly Offsite Transfer
- ☒ Backup Verification and Reporting
- ☒ 24x7 Monitoring for Backup Failure

Security Management

- ☒ Content Filtering & Reporting
- ☒ Intrusion Prevention
- ☒ Spyware, Botnets, and Phishing Protection
- ☒ Vulnerability Scanning
- ☒ Endpoint Detection & Response
- ☒ Server Detection & Response
- ☒ Email Encryption/Security
- ☒ Multi-factor Authentication
- ☒ Staff Education and Awareness Training
- ☒ Dark Web Monitoring
- ☒ VPN – Secure access for remote users

Professional Services

- ☒ Technology Consulting
- ☒ Technology Solution Engineering
- ☒ Annual Telco Services Audit
- ☒ Proof of Concept Lab Testing
- ☐ Training Facilities
- ☒ Loaner Equipment
- ☒ Technology Business Reviews

Hassle Free Vendor Management

- ☒ Manage Technology Relationships
- ☒ Third Party Escalation Support
- ☒ Single Point-Of-Contact for Vendor Issue



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

Covered Equipment and Licensing Under Agreement		
<i>Description of Equipment and License:</i>	Client Provided	PC Solutions Provided
Managed Desktops/Laptops	21	0
Managed Servers:	1-Physical 3- Virtual	0
Managed Firewalls:	3	0
Managed Backup:	3	0
Managed Wireless Access Points:	2	0
Network Switch	3	0
Mobile Devices	0	0
Desktop Phone Handsets	0	10
Exchange Only	0	0
M365 Business Standard	0	0
M365 Business Premium	0	21
Email Encryption	0	21
Mobile Device Management	0	0
Managed Anti-SPAM	0	21
Managed Anti-Virus	0	21
Email Backup	0	1
Website Domain Monitoring	0	0
Cameras	0	0
Network Video Recorder	0	0

Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

Summary of Support & Requirements

Support:

PC Solutions' technical support center answers service calls 24 hours a day, 7 days a week. Our help desk is staffed with experienced technicians 24x7x365. Our managed service agreement clients also benefit from remote support, whereby our technicians utilize remote access tools to connect to your office systems, allowing the ability to diagnose hardware and software failures via dedicated Internet connections. All our service agreement clients receive priority service.

Exclusions:

This proposal does not include replacement of, or parts required for repairs on printers, screens, or peripherals, (PDAs, point of sale scanners, digital cameras, smartphones, or any other specialized accessory), unless this equipment was originally provided under this agreement or a pre-existing agreement. All labor required for installation and/or repair of the above devices is covered under this agreement. Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and will be invoiced separately.

Vendor Management

PC Solutions should be your first point of contact with vendor issues. We will work and open service requests on your behalf with your vendors when necessary.

As such, this also includes a review of proposals submitted by these vendors or competitors as part of this RFP to ensure the proposals are in your best interest.

Vendor	Service
Comcast Business	Internet Service
PC Solutions	Telephony



Proposal Prepared for: Malaga County Water District

Submitted: August 18, 2023

Response and Resolution Times

RESPONSE AND RESOLUTION TIME			
The following table shows the targets of response and resolution times for each priority level.			
REPORTED TROUBLE	PRIORITY	RESPONSE TIME (IN BUSINESS HRS.)	RESOLVED (IN BUSINESS HRS.)
Service not available (Critical Priority) (All users and functions unavailable.)	1	Within 30 Minutes	4 Hours
Significant degradation of service (High Priority) (Large number of users or Business Critical Functions affected.)	2	Within 2 Hours	8 Hours
Limited degradation of service (Medium Priority) (Limited number of users or functions affected, Business Process can continue.)	3	Within 4 Hours	16 Hours
Small service degradation (Low Priority) (Business Process can continue, one user affected.)	4	Within 8 Hours	40 Hours

Service Agreement Costs

Renewal without (HaaS)

The renewal rate of \$1,939 a month or \$11.27/hour* for 36 months considers the following adjustments to your existing agreement.

- 14 M365 Licenses changed from Business Standard to Premium
- 7 M365 Licenses changed from Business Basic to Premium
- Upgrade Sophos Endpoint Anti-Virus protection to XDR
- Upgrade Sophos Server Anti-Virus protection to XDR
- Includes Flex Firewall Licensing renewal for your three firewalls XG135's
- Includes Onsite Labor and Unlimited Remote Support

*Hourly Rate = Monthly recurring / 172 hours a week

Renewal with (HaaS) Hardware as a Service

The renewal rate of \$2,938 a month or \$17.08/hour* for 36 months considers the above option with 12 new standard leased workstations.





Unity IT
2565 Alluvial Ave STE 132
Clovis, CA 93611
United States

T: 559-297-1007

Quote #	300685
Date	August 10, 2023
Expires	September 9, 2023
Contact	Kip Haroldsen

Prepared for Malaga County Water District
Moises Ortiz
3580 S. Frank Street
Fresno, CA 93725
United States

T: (559)485-7353
E: mortiz@malagacwd.org

ACCEPT QUOTE

Microsoft Teams VoIP Phone

Teams Calling Plan

Monthly Fees

Category	Item	Qty	Price	Total
Services	Microsoft Teams Phone with Calling Plan - Monthly (country zone 1 - US)	8	\$18.00	\$144.00 [†]
	Microsoft Teams Phone with Calling Plan			
* Recurring fees billed monthly with 0 upfront payment(s).				
Monthly Subtotal				\$144.00

Teams Phone Hardware (One-Time Purchase)

One-Time Fees

Category	Item	Qty	Price	Total
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Category	Item	Qty	Price	Total
IP Phones	Yealink MP56 IP Phone - Corded - Corded/Cordless - Bluetooth, Wi-Fi - Classic Gray Yealink MP56 IP Phone - Corded - Corded/Cordless - Bluetooth, Wi-Fi - Classic Gray - VoIP - 2 x Network (RJ-45) - PoE Ports <ul style="list-style-type: none"> • Android 9 OS • 7 inch (800 x 480) capacitive touch screen • Optimal HD audio, Yealink Noise Proof Technology • Magnet handset • Dedicated Microsoft Teams button • Microsoft Teams-tailored user interface, supports upgradability of firmware to Teams or SfB edition • Built-in Bluetooth 4.2 and dual band 2.4G/5G Wi-Fi • USB Type A port, supports USB headset • Dual-port Gigabit Ethernet, PoE support • Supports Microsoft/Yealink/U2 device management platforms 	8	\$219.00	\$1,752.00



One-Time Subtotal	\$1,752.00
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Summary

[†] Non-taxable item

Please contact us if you have any questions.

One-Time Subtotal	\$1,752.00
Sales Tax - City of Fresno (8.35%)	\$146.29
Total One-Time	\$1,898.29 USD
Total Monthly	\$144.00 USD



ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Monthly Fees
Services	—	\$144.00
IP Phones	\$1,752.00	—
Sales Tax - City of Fresno	\$146.29	—
Total	\$1,898.29 USD	\$144.00 USD

Hardware and software items are non-returnable. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Quote amount includes a 3% cash/check discount. Discount does not apply to credit card payments.

item 5.a.3.



Managed IT Service Proposal

Prepared for:

Malaga County Water District

Moises Ortiz
mortiz@malagacwd.org

August 10, 2023

Malaga County Water District
Moises Ortiz
3580 S. Frank Street
Fresno, CA 93725
mortiz@malagacwd.org

Dear Moises,

Thank you for the opportunity to provide a proposal for managed IT services. Since 2004, Unity IT has been serving the technology needs of central valley businesses and we look forward to assisting you! The proposal below has 2 packages for IT support known as Elevate and Encompass. Plans can be adjusted according to your preference and do not require long-term contracts.

The Elevate bundle is our entry-level proactive IT support plan. The Elevate package includes the following services:

- System Monitoring
- Windows Patch Management
- Data Protection Management and Monitoring
- Hourly IT Support Block (5 Hours Minimum)

Encompass is our unlimited support plan. Under the Encompass plan, we become your outsourced IT department. Encompass includes all items in the Elevate plan and the following additional services:

- Unlimited IT Support (No Hourly Charges)
- After-Hours & Holiday Coverage
- Service Level Agreement
- Security Management
- Scheduled Audits
- Asset Management
- Software Updates
- Single Point of Contact for 3rd Party Vendors
- Project Management
- Consulting
- Travel & Mileage

Should you have any questions or need clarification, please contact me at any time.

A handwritten signature in black ink, appearing to read "Kip Haroldsen".

Kip Haroldsen
President
Unity IT

Elevate and Encompass Program Comparison

The table below outlines the services that are included with each IT support bundle.

	Elevate	Encompass
Performance & Availability Monitoring Unity IT's proactive monitoring systems operate 24 x 7 x 365, collecting and evaluating availability and performance statistics from servers and other critical networking components.	✓	✓
Data Backup Management Complete data backup job monitoring for critical systems ensuring your systems are always protected.	✓	✓
Automated Windows Updates Through our monitoring agent, we will automate Windows updates. Updates are approved by our technicians, scheduled for download and installation, and systems are rebooted after-hours when needed.	✓	✓
Hourly IT Support Services	✓	
Unlimited IT Support Services		✓
After-Hours Emergency Support		✓
Help Desk Direct access to our technicians and engineers by phone and email.	Hourly	✓
System Administration User, folder, email, application, printer and hardware administration.	Hourly	✓
Regularly Scheduled Visits Our service technicians will come to your office on a scheduled basis for installs, moves, physical system checks, and support requests that cannot be handled remotely.		✓
System Replacements IT Service for replacing systems (hardware purchased separately)	Hourly	✓
Service Level Agreement / Guaranteed Response Time Support issues will be addressed within 1 hour during business hours, and within 2 hours outside of regular business hours.		✓
3rd Party Vendor Support - Single Point of Contact Unity IT provides a single point of contact for all IT-related matters. If the problem involves a 3rd party vendor, such as an Internet Service Provider or software developer, we handle the ticket from start to finish so our customers can dedicate their time to business productivity.		✓
Major Software Upgrades	Hourly	✓
Weekly Reporting Scheduled reporting that includes service metrics, ticket statistics, and device summaries.		✓
Scheduled Security Audits		✓
Project Management	Hourly	✓
Asset / License Management Inventory of monitored systems, including software licenses. This allows an organization to accurately track assets and plan for replacements.		✓

	Elevate	Encompass
Periodic Review Meetings Periodic review meetings are held with the customer to review reports, identify meaningful trends, and discuss priorities and concerns.		✓
Customer Portal Access Realtime access to ticket status, invoices and quotes.		✓
Travel / Mileage	Hourly	✓

Unity IT
 2565 Alluvial Ave STE 132
 Clovis, CA 93611
 United States

 T: 559-297-1007

Quote #	300686 v2
Date	August 10, 2023
Expires	September 9, 2023
Contact	Kip Haroldsen

Prepared for Malaga County Water District
 Moises Ortiz
 3580 S. Frank Street
 Fresno, CA 93725
 United States

 T: (559)485-7353
 E: mortiz@malagacwd.org

ACCEPT QUOTE

Managed IT Services Proposal

☐ Elevate - Hourly Support Block, System Monitoring, Updates *Single Select*

Monthly Fees

Category	Item	Qty	Price	Total
Services / Elevate	Elevate - Server Monitoring Server Monitoring Plan	3	\$20.00	\$60.00 [†]
Services / Elevate	Elevate - Windows Patch Management (Server) Windows Patch Management Service (Server)	3	\$5.00	\$15.00 [†]
Services / Elevate	Elevate - Desktop Maint Elevate Windows Desktop Maintenance Service <ul style="list-style-type: none"> • System Monitoring • Automated Windows Patching • Disk Management Service 	14	\$20.00	\$280.00 [†]
Services / Elevate	Elevate - Network Device Monitoring Monitoring of Internet gateway, firewall, switches and wireless access points.	8	\$5.00	\$40.00 [†]
Services / Elevate	Hourly Block (5 Hours) Block Rate IT Support Service - Onsite and remote support - Unused hours carry over for 180 days.	5	\$150.00	\$750.00 [†]

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal \$1,145.00

☐ Encompass - Flat Rate Unlimited Support *Single Select*

Monthly Fees

Category	Item	Qty	Price	Total
Services / Encompass	Encompass - Managed Server Server Management Support Plan	3	\$0.00	\$0.00 [†]
Services / Encompass	Encompass - Managed Workstation Workstation Management Plan	14	\$120.00	\$1,680.00 [†]
Services / Encompass	Encompass - Managed Network Device Managed Network Device	8	\$0.00	\$0.00 [†]
				<i>* Recurring fees billed monthly with 0 upfront payment(s).</i>
Monthly Subtotal				\$1,680.00

Recommended Subscriptions

Monthly Fees

Category	Item	Qty	Price	Total
Endpoint Protection	<input type="checkbox"/> Sophos Central Intercept X Advanced for Server <i>Optional</i> Antivirus / ransomware protection for server.	3	\$11.00	Not Selected
Endpoint Protection	<input type="checkbox"/> Sophos Central Intercept X Advanced for Workstation <i>Optional</i> Antivirus / ransomware protection for workstations.	14	\$7.00	Not Selected
Firewall	<input type="checkbox"/> Sophos XG 135 EnterpriseGuard Plus <i>Optional</i> Sophos XG 135 (firewall) EnterpriseGuard Plus Subscription Network Protection, Web Protection, and Sandstorm	1	\$92.55	Not Selected
Data Protection	<input type="checkbox"/> Data Protection - Virtual Server - Unlimited Storage <i>Optional</i> Data Protection for virtual servers. Local and cloud backups, unlimited storage.	2	\$100.00	Not Selected

** Recurring fees billed monthly with 0 upfront payment(s).*

Monthly Subtotal \$0.00

Summary

[†] Non-taxable item

Please contact us if you have any questions.

Total Monthly **\$0.00 USD**

ACCEPT QUOTE

Terms and Conditions

MASTER SERVICE AGREEMENT

GENERAL TERMS

This MASTER SERVICE AGREEMENT (the "Agreement") is entered into as of August 10, 2023 (Effective Date) between UNITY IT LLC, a Managed Services Provider ("MSP") and Malaga County Water District ("Customer").

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Customer's and its Affiliates' purchases from MSP, or any of its Affiliates, of services ("Services"), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, "Product"). For purposes of this Agreement, "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with Customer or MSP, as the case may be. No Product or Services will be provided under this Agreement alone, but may require the execution of a written or electronic order form, or other mutually acceptable order documentation (including, without limitation, Statements of Work for Products and Services as further described below) (each, an "Order"), which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. The parties hereby further agree that the parties may execute multiple Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Statement of Work and those of this Agreement, the terms of the Statement of Work will prevail.

2. Term and Termination. This Agreement will begin on the Effective Date and will continue until terminated by either party. MSP may: (a) terminate a specific Order if Customer fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Order if Customer commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from MSP. Upon any termination of the right to use a Product, Customer will immediately uninstall (if the Product is software) and cease to use the terminated Product and, upon MSP's written request, immediately return such Product to MSP, together with all related documentation, and copies thereof. Upon written request of MSP, Customer will promptly certify in writing to MSP that all copies of the Product have been returned, and that any copies not returned have been destroyed. If an Order for Services is terminated, Customer will promptly pay MSP for Services rendered, and expenses incurred through the termination date. MSP may terminate any license granted for a Deliverable (as defined below) if (i) Customer does not pay MSP for that Deliverable in accordance with this Agreement, or (ii) if Customer materially breaches any part of Section 4 of this Agreement.

3. Payment AND DELIVERY. Customer will pay MSP all fees due upon receipt of an invoice specifying the amounts due ("Fees"). All Fees payable under this Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes, which Customer will pay (excluding taxes based upon the net income of MSP). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) per month from the date due until paid in full. Customer shall pay all expenses, including actual attorneys' fees, incurred by MSP or its representatives in enforcing its rights under this Agreement, provided that MSP is successful on the merits. Customer's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Customer is not entitled to setoff of such amounts. All Product is FOB shipping point. All Fees will be detailed in an Order. Unless otherwise stated in a Statement of Work, Customer agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Statement of Work, which are capable of verification by receipt. MSP will submit invoices to Customer for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Statement of Work.

4. Proprietary Rights and Confidentiality.

4.1. Proprietary Rights. MSP, or its Affiliates or licensors, retains all right, title and interest in any and all intellectual property, informational, industrial property and moral rights in the Product, and copies thereof. MSP neither grants nor otherwise transfers any rights of ownership in the Product to Customer. The Product is protected by applicable copyright and trade secrets laws, and other forms of intellectual property, informational and industrial property protection.

4.2. Product. Customer may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Customer may not disassemble or reverse engineer any software Product, or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation, or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an Order, Customer may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

4.3. Services Deliverables licensed under this Agreement.

(a) License. Subject to the terms of this Agreement, MSP grants Customer a perpetual, non-exclusive, non-transferable license to use and modify all programming, documentation, reports, and any other deliverables provided as part of the Services ("Deliverables") solely for its own

internal use.

(b) Pre-Existing License Agreements. Any software product provided to Customer by MSP as a reseller for a third party, which is licensed to Customer under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be governed by the SLA. The fulfillment of the Services will not relieve or alter the obligations or responsibilities of either party or of any third party in regards to the software product licensed under the SLA.

(c) Ownership. MSP owns all right, title and interest in the Deliverables, *including* all intellectual property rights embodied therein. Nothing in this Agreement is intended to or will have the effect of vesting in or transferring to Customer rights in MSP's or its affiliates' or its or their suppliers' software, methods, know-how or other intellectual property, regardless of whether such intellectual property was created, used or first reduced to practice or tangible form in the course of performance of the Services, whether solely by MSP or jointly with Customer.

4.4 Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the "Discloser"), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the "Recipient").

(a) Definition. The term "Confidential Information" means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) the Product; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(b) Disclosure Restrictions. Recipient may not disclose Confidential Information of Discloser to any third party without the prior written consent of Discloser.

(c) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Order.

5. ALLOCATION OF RISK

5.1. Disclaimer of Damages. EXCEPT FOR VIOLATIONS OF SECTION 4, NEITHER PARTY, NOR ITS AFFILIATES AND LICENSORS, ARE liable to the other party, or its affiliates or licensors, for ANY SPECIAL, indirect, incidental, PUNITIVE or consequential damages ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PRODUCT (INCLUDING WITHOUT LIMITATION lost profits, lost computer USAGE, AND damage or loss of USE OF data), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, and irrespective of the negligence of either party or WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT or CONTRACT law.

5.2. Limitation of Liability. EXCEPT FOR violations of SECTION 4, MSP's LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO the GREATER OF THE amount PAID OR PAYABLE by Customer for THE APPLICABLE Product.

5.3. Injunctive Relief. Both parties acknowledge that their violation of Section 4 may cause the other party immediate and irreparable harm. In the event of such breach, the breaching party agrees that the other party may seek, in addition to any and all other remedies available at law, an injunction, specific performance or other appropriate relief.

6. SERVICES-SPECIFIC TERMS.

6.1. All Necessary Rights. If, as part of MSP's performance of Services, MSP is required to use, copy or modify any third party system (hardware, software or other technology) provided or licensed to Customer, then prior to MSP's performance of such Services, Customer will acquire all rights necessary for MSP to perform such Services.

6.2. Limited Warranty. MSP warrants that the Services performed will be of a quality conforming to generally accepted practices that are standard within the software services industry for a period of ninety (90) days from completion of the Services under the applicable Statement of Work. Customer's exclusive remedy and MSP's entire liability under this warranty will be for MSP to re-perform any non-conforming portion of the Services within a reasonable period of time, or if MSP cannot remedy the breach during such time period then refund the portion of the fee attributable to such non-conforming portion of the Services. This warranty will not apply to the extent Customer, its contractors or agents have modified any Deliverable, unless otherwise authorized by MSP in writing. THIS WARRANTY AND CONDITION IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.3. Intellectual Property Indemnity

(a) **Infringement Claims.** If a third party asserts a claim against Customer asserting that the Deliverables and/or MSP's performance of the Services in accordance with the terms of this Agreement violates a patent, trade secret or copyright (an "Intellectual Property Right") owned by that third party ("Infringement Claim"), then MSP will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer, but only if Customer promptly notifies MSP of any Infringement Claim, MSP retains sole control of the defense of any Infringement Claim and all negotiations for its settlement or compromise, and Customer provides all reasonable assistance requested by MSP. MSP will not be liable for any expenses or settlements incurred by Customer without MSP's prior written consent.

(b) **Remedies.** If an injunction or order is obtained against MSP performing the Services for Customer and/or Customer using the Deliverables by reason of the allegations of infringement, or if in MSP's opinion the Services and/or Deliverables may violate a third party's proprietary rights, then MSP will, at its expense: (a) procure for Customer the right to continue to receive the Services and/or use the Deliverables; (b) modify or replace the Services and/or Deliverables with a compatible, functionally equivalent substitute; or (c) if neither (a) nor (b) are commercially practical, terminate this Agreement and release Customer from its obligation to make future payments for the Services and/or Deliverables. Sections 5.1 and 5.2 contain Customer's exclusive remedies and MSP's sole liability for claims of infringement.

6.4. Independent Contractor. Nothing in this Agreement will be construed to make either party an employer, employee, agent or partner of the other, and this Agreement will not be construed to create rights, express or implied, on behalf of or for the use of any party other than MSP and Customer. All of the Services performed by MSP will be performed as an independent contractor. MSP will perform such Services under the general direction of Customer, but MSP will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this Agreement and applicable Statement of Work. Neither party will have any authority to make any contract in the name of or otherwise to bind the other party. MSP will be responsible for and will pay all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to MSP and MSP's employees.

6.5. Mutual Non-Solicitation. During the term of this Agreement, and for a period of six (6) months thereafter, neither party will solicit for employment any employees of the other party or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

6.6. Mutual Indemnity. Each party will indemnify, defend and hold harmless the other party from all claims, liabilities or expenses for physical damage to real property or tangible personal property and bodily injury, including death, to the extent caused by the gross negligence or willful misconduct of the indemnifying party's employees or contractors arising out of this Agreement and while at the Customers premises. The foregoing indemnities are contingent upon the party seeking indemnity giving prompt written notice to the indemnifying party of any claim, demand or action, and cooperating with the indemnifying party in the defense or settlement of any such claim, demand or action.

7. MISCELLANEOUS/OTHER PROVISIONS.

7.1. Severability. Should any provision of this Agreement be invalid, or unenforceable, the remainder of the provisions will remain in effect. In the event of a dispute, the prevailing party in any litigation or arbitration will be entitled to recover its attorneys' fees and cost incurred from the other party.

7.2. Notices. Unless otherwise provided, notices to either party will be in writing to the address indicated above, or as later amended, and deemed effective when received.

7.3. Verification. Upon MSP's written request, Customer will provide MSP with a certification signed by an officer of Customer verifying that Product is being used pursuant to the terms of this Agreement, including without limitation the licensed capacity of the Product. MSP may, at its expense, audit Customer's use of Product to confirm Customer's compliance with this Agreement. Any such audit will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. If an audit reveals that Customer has underpaid Fees to MSP, Customer will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of the Fees paid, then Customer will also pay MSP's reasonable costs of conducting the audit.

7.4. Assignment. Customer may not assign this Agreement or any rights granted in this Agreement to any third party, except with the prior written consent of MSP.

7.5. No Waivers. Failure of a party to require performance by the other party under this Agreement will not affect the right of such party to require performance in the future. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach.

7.6. Force Majeure. Any delay or failure of any party to perform any obligation under this Agreement caused by governmental restrictions, labor disputes, storms or natural disasters, emergency, or other causes beyond the reasonable control of the party, will not be deemed a breach of this Agreement. This provision does not apply to the payment of monies or any breach of Section 4.

7.7. Independent Contractors. The parties are independent contractors of each other, and no partnership or joint venture is intended or created by this Agreement.

7.8. Entire Agreement. This Agreement, together with each Statement of Work and Order, constitutes the entire agreement between Customer and MSP, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This Agreement, and each Statement of Work and Order, may be modified only in a mutually signed writing between Customer and MSP. In the event of a conflict between this Agreement, any Statement of Work or an Order, the terms of the Order will control, followed by the terms of the applicable Statement of Work and then this Agreement.

7.9. Export Controls. Customer will cooperate with MSP as reasonably necessary to permit MSP to comply with the laws and regulations of the United States and all other relevant countries, relating to the control of exports ("Export Laws"). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

7.10. Referencing. Customer agrees that MSP and its Affiliates may refer to Customer as a customer of MSP, both internally and in externally published media. Customer also agrees to instruct appropriate personnel within its organization that Customer has agreed to receive and participate in calls, from time to time, with potential customers of MSP who wish to evaluate the technical specifications of Product.

7.11. Dispute Resolution and Governing Law. Any controversy or claim arising out of or relating to THE PRODUCT AND/OR this agreement WILL be subject to arbitration administered by the American Arbitration Association under its commercial arbitration rules. the award and any findings OF THE ARBITRATOR must be filed within THIRTY (30) days of the final arbitration hearing. judgment on ANY award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing contained in this section will limit either party's ability to seek INJUNCTIVE relief in any court. THE PARTIES WILL ARBITRATE DISPUTES IN CONFIDENCE. THIS AGREEMENT will BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA. the CHOICE OF LAW RULES OF ANY JURISDICTION AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY.

7.12. Survival. Sections 2, 4, 5, 6 and 7 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

SECTION 00 51 00
NOTICE OF AWARD

TO: Steve Dovali Construction Co.

8461 E Olive Ave.

Fresno, CA 93737

PROJECT: Malaga County Water District

Well No. 3A and Tank No. 1 Improvements Project

The Owner has considered the bid submitted by you for the bid opening held on August 3, 2023 for the above described Work in response to its Request for Bids and the Instructions to Bidders.

You are hereby notified that your bid has been accepted, and the sum of the items amounts to \$ 4,550,601.

You are required by the Instructions to Bidders to execute the Contract and provide the necessary bonds and insurance certificates within ten (10) calendar days from the date of this Notice.

If you fail to execute said Contract within ten (10) days from the date of this Notice, Owner will be entitled to consider all your rights arising out of Owner's acceptance of your bid as abandoned. Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Dated this 12th day of September, 2023.

Malaga County Water District

OWNER

By:

Moises Ortiz

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged

By: _____

this the _____ Day of _____, 20____

By: _____

Title _____

NOTICE OF AWARD

00 51 00-1

RESOLUTION NO. 09-12-2023

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MALAGA
COUNTY WATER DISTRICT GRANTING AN EASEMENT TO THE FRESNO
IRRIGATION DISTRICT**

WHEREAS, there exists an easement on Malaga County Water District (“District”) Property granting Fresno Irrigation District (“FID”) access to and not obstructing an area near the Washington Canal; and

WHEREAS, the District is in the process of constructing a well (well 5a) and a water storage tank (“Project”) on the Property; and

WHEREAS, during the planning and review of the Project, the FID determined that the existing easement does not meet FID standards and requested a new easement that meets current FID standards; and

WHEREAS, the Project/District engineer has reviewed the request and easement and determined that the requested easement will not interfere with the construction or operation of the Project.

NOW, THEREFORE, be it resolved by the Board of Directors of the Malaga County Water District as follows:

1. That the foregoing recitals are true and correct and are incorporated by this reference as though fully set forth at this point.
2. That the Board of Directors of the Malaga County Water District hereby approves the easement described herein and attached to this Resolution as Exhibit 1.
3. That the President of the Board of Directors is hereby authorized to sign the easement attached hereto and incorporated by this reference herein as Exhibit 1, on behalf of the District.

* * * * *

Passed and adopted by the Board of Directors of the Malaga County Water District at their meeting held on this 12th day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

Charles Garabedian, President of the
Malaga County Water District

ATTEST:

Moises Ortiz, MPA, Secretary to the Board
of Directors of the Malaga County Water District

**FREE RECORDING IN ACCORDANCE
WITH CALIFORNIA GOVERNMENT
CODE SECTIONS 6103 AND 27383**

Documentary Transfer Tax -- \$0.00

RECORDING REQUESTED BY

**AND WHEN RECORDED MAIL TO
FOR THE BENEFIT OF**

**FRESNO IRRIGATION DISTRICT
2907 SOUTH MAPLE AVENUE
FRESNO CA 93725-2218**

Recording Information

GRANT OF EASEMENT

LOCATION: S/E NORTH AND PEACH AVENUES

APN: 311-080-44ST

CANAL: WASHINGTON COLONY No. 15

PROJECT: MCWD WELL 5A

THIS INDENTURE and GRANT OF EASEMENT is made and entered into this ____ day of _____, 20____, by and between Malaga County Water District, a County Water District duly formed and existing pursuant to California Water Code Section 30,000 et. seq. hereinafter referred to as "GRANTOR", and the FRESNO IRRIGATION DISTRICT, a California irrigation district, hereinafter referred to as "DISTRICT";

W I T N E S S E T H:

1. For a valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby grant unto DISTRICT, its successors and assigns, a perpetual and exclusive¹ easement and right-of-way to construct, install, operate, maintain, alter, repair, improve, reconstruct, access, inspect, clean, reconfigure, redesign, traverse and/or pipe: canal(s), ditches, pipelines turnouts, gates, structures, conduits, meters, valves, measuring and/or telemetric control devices or structures, monitoring stations/devices, power lines, poles, panels and/or equipment, pumps or any other accouterments or security structures ("Improvements") the DISTRICT deems helpful or necessary in connection with its rights granted under this GRANT OF EASEMENT (all hereinafter "Improvements") as determined by the DISTRICT and to flow and conduct water through said pipes, canals, conduits, structures and Improvements across, over, through and under that certain real property owned by GRANTOR in the County of Fresno, State of California, more particularly described as follows:

See Exhibit "A"

¹ Except as noted in Paragraph 6, below

2. Said easement and right-of-way is as described on EXHIBIT "B" and shown on EXHIBIT "C" attached hereto and described as follows:

See EXHIBIT "B" and EXHIBIT "C"

3. Said easement and right-of-way shall include all rights necessary, convenient or incidental to the use thereof as determined by the DISTRICT including the right of unrestricted ingress to and egress from said easement, Improvements and right-of-way so described over and across said real property owned by GRANTOR at such times and locations and for such equipment, material, personnel and vehicles as determined by the DISTRICT.
4. All canals, pipes, pipelines, conduits and other facilities (Improvements) constructed, installed and/or placed by or for DISTRICT upon and within said easement shall become and remain the property of DISTRICT and shall be maintained by DISTRICT at DISTRICT'S expense and GRANTOR shall have no right, title or interest therein.
5. When said canals, pipes, pipelines and other structures or facilities (Improvements) shall be constructed, installed, operated, maintained, altered, repaired, improved, reconstructed, accessed, inspected, cleaned, reconfigured, redesigned, traversed, piped, , etc., the manner in which they shall be installed, constructed and/or placed by or for the DISTRICT; and, the time and manner for conducting and discharging water through the same shall be in the sole, exclusive and absolute control of DISTRICT. If DISTRICT fails to undertake the placement or construction of said Improvements within a term set by the DISTRICT and/or thereafter determines that the easement is not needed, DISTRICT will abandon the easement by recorded document signed by the DISTRICT. Said easement shall not be deemed abandoned by DISTRICT until and unless such DISTRICT-executed document formally abandoning the easement is recorded.
6. DISTRICT hereby allows, to GRANTOR, the right to use the surface of the land within said easement for its own purposes, so long as said use by GRANTOR does not interfere in any way with the use of said easement by DISTRICT for the purposes for which said easement is granted; and, provided further that GRANTOR shall not build or construct any building or other permanent structure on or plant any vegetative materials within said easement (including but not limited to storage sheds, carports, garages, building overhangs, pergolas, patios, concrete pads, pools, pool equipment, hot tubs, spas, decks, basins, kiosks, bollards, fences, gates, septic systems, leach lines, wells, entry/exit landings, or any similar improvements) without the written permission and consent of DISTRICT, which permission may be withdrawn at any time by the DISTRICT if GRANTOR's activities or improvements interfere with the DISTRICT's easement. DISTRICT shall have the right, without notice, and at GRANTOR'S expense, to modify any of Grantor's surface uses and/or to remove any structures, fences, or vegetative materials or other encroachments

from said easement which interfere at any time with the purpose or use of said easement from time to time as determined by the DISTRICT.

7. Landowner will arrange for any secured lienholder having an interest in the Property subject to any easements granted hereunder to submit a recordable, fully executed Subordination Agreement in form and substance acceptable to the DISTRICT to be recorded contemporaneously herewith to subordinate any such lien to the easement(s) and rights of way and other interests herein conveyed to the DISTRICT as a condition to the DISTRICT accepting this easement.
8. This Grant of Easement described herein in favor of the DISTRICT shall constitute a covenant running with the land and shall be interpreted and administered by this Agreement as an easement under California law, and California Civil Code sections 801, 1104, and 1468, et.seq. The Easements contained herein shall run with the land and shall be binding on all parties and persons claiming under them including all tenants and successors, assigns, and transferees of any party.

IN WITNESS WHEREOF, the undersigned have caused this Grant of Easement to be executed the date hereinabove written.

“DISTRICT”

The Fresno Irrigation District, a California
irrigation district

By _____
Ryan Jacobsen, President

By _____
Bill Stretch, Secretary

“GRANTOR”

Malaga County Water District,
a

By: _____
Charles E. Garabedian, President

By: _____

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from Malaga County Water District, a County Water District duly formed and existing pursuant to California Water Code Section 30,000 et. seq. to Fresno Irrigation District, a California irrigation district, is hereby accepted by the undersigned officer or agent on behalf of the Board Of Directors pursuant to authority conferred by resolution of the Board Of Directors adopted on January 27, 2004, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By: _____

BILL STRETCH, Secretary

Fresno Irrigation District

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 311-080-44ST
Property Legal

A portion of the land described in the deed from Southern Pacific Industrial Development Company, a Texas corporation, to Malaga County Water District, a body politic and corporate, dated November 30, 1984, and recorded as Document No. 84115870, Fresno County Records, lying in the Northwest quarter of Section 29, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

The North half of Lot 2 of Tract No. 1228, Thrifty Acres, in the County of Fresno. State of California, according to the map thereof recorded in Book 15, Page 71 of Plats, Fresno County Records.

Expecting therefrom $\frac{1}{2}$ of all oil, gas, minerals, and other hydrocarbon substances therein and thereunder, as reserved in the Deed recorded December 10, 1951, in Book 3097, Page 236 of Official Records, Document No. 64010.

Also expecting therefrom the interest reserved by Southern Pacific Industrial Development Company, a Texas Corporation, in the deed recorded November 30, 1984 as Document No. 84115740, as follows: Grantor expects from the property hereby conveyed that portion thereof lying below a depth of 500 feet, measured vertically, from the contour of the surface of said property; however, Grantor or its successors and assigns shall not have the right of any purpose whatsoever to enter upon, into or through the surface of said property or an part thereof lying between said surfaces and 500 feet below said surface.

Also expect any and all interest it may have to all oil, gas, mineral, and hydrocarbon substances in and under said property.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.

Date: July 17, 2023

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers

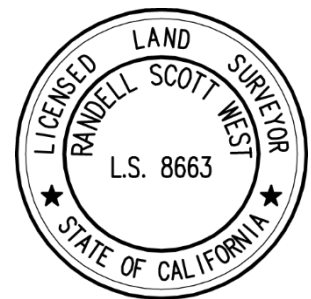


EXHIBIT "B"
LEGAL DESCRIPTION

331-080-44ST (Portion)
Fresno Irrigation District Access Easement

That portion of that certain parcel of land granted by Deed, recorded November 30, 1984, as Document No. 84115870 of Official Records of Fresno County, lying in the Northwest quarter of Section 29, Township 14 South, Range 21 East, Mount Diablo Base and Meridian, according to the Official Plat thereof, in the County of Fresno, State of California, more particularly described as follows:

BEGINNING at the Southeast corner of said Document No. 84115870;

thence North 89°36'45" West, along the South line of said Document No. 84115870, a distance of 34.02 feet;

thence North 1°11'08" East, a distance of 112.51 feet to a point of intersection thereof with the North line of said Document No. 84115870;

thence South 89°36'45" East, along said North line, a distance of 36.02 feet to the Northeast corner of said Document No. 84115870;

thence South 2°12'15" West, along the East line of said Document No. 84115870, a distance of 112.55 feet to the **POINT OF BEGINNING**.

Containing an area of 3,939 square feet or 0.09 acres, more or less.

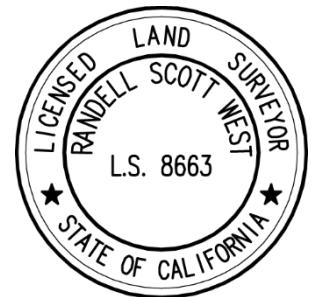
The above described easements are graphically depicted on the attached Exhibit "C" and made a part of this description by reference thereto.

END DESCRIPTION

This legal description was prepared by me, or under my direction, in accordance with the Professional Land Surveyors' Act.

Date: July 17, 2023

Randell Scott West, PLS 8663
Blair, Church & Flynn Consulting Engineers



APN: 331-181-39S

APN: 331-080-44ST
GRANT DEED
DOCUMENT NO. 84115870
OFFICIAL RECORDS OF
FRESNO COUNTY

SOUTH LINE OF DOC.
NO. 84115870

APN: 331-080-41S

S89°36'45"E 36.02'

N1°1'08"E 112.51'

S2°12'15"W 112.55'

WASHINGTON CANAL

EAST LINE OF DOC.
NO. 84115870

N89°36'45"W 34.02'

POINT OF BEGINNING
SE CORNER OF DOC. NO.
84115870

34' FRESNO
IRRIGATION DISTRICT
RIGHT OF WAY
PER 15-PLATS-71

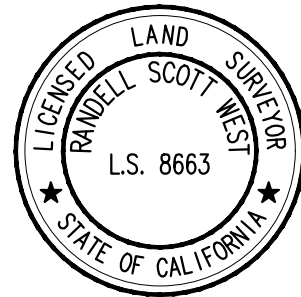
LEGEND:

- EXISTING PROPERTY LINE
- - - FRESNO IRRIGATION DISTRICT RIGHT OF WAY PER 15-PLATS-71, OFFICIAL RECORDS OF FRESNO COUNTY



FRESNO IRRIGATION
DISTRICT ACCESS EASEMENT
TOTAL AREA:
3,939 SQ.FT. / 0.09 AC.

NORTHEAST CORNER OF
DOC. NO. 84115870



APN: 331-080-48S

**Blair,
Church
& Flynn**
CONSULTING ENGINEERS

CONSULTANT

Blair, Church & Flynn
Consulting Engineers
481 Lewis Avenue,
Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1000

FRESNO IRRIGATION DISTRICT

EXHIBIT "C"
ACCESS EASEMENT
PORTION OF APN 331-080-44ST

DR. BY SM
CH. BY HKB
DATE 7/17/2023
SCALE: AS NOTED

SHEET NO. 1
OF 1 SHEETS

item 10.b.

Malaga County Water District Charges

8/24/2023

	Invoice Date	Invoice Number	Charges to Developments																											
			Misc. Private Development	SCCDD Campus Site North and Willow	Peach Ave miscellaneous	Chestnut Ave miscellaneous	Maple and Malaga (NW corner)	Malaga Power BESS	3430 E. American Avenue	3741 S Golden State Blvd.	Maple Ave. AA 3848	CUP 3748 BEES	EIR 7524 Assemi Group	SPR 8088	SPR 8104 Custom Ag	SPR 8117-R	SPR 8180	SPR 8181	SPR 8201 Enterprise Truck Rental	SPR 8219	SPR 8226	SPR 8241	SPR 8244	SPR 8247	SPR 8257	SPR 8268	SPR 8286	SPR 8289	SPR 8296	
	2/17/2021	83497																	\$627.40											
	3/15/2021	84001	\$194.20																											
	4/26/2021	84282	\$1,529.60																											
	5/14/2021	85054	\$437.20																											
	6/23/2021	85897	\$44.00																											
	7/20/2021	86273		\$1,406.00	\$88.00										\$264.00					\$699.60										
	8/20/2021	86917																		\$2,133.90										
	9/22/2021	87712																		\$825.40										
	10/14/2021	87957				\$550.00														\$176.00										
	11/12/2021	88643	\$550.60																											
	12/28/2021	89306	\$1,236.60																											
	1/14/2021	89619																				\$457.00	\$677.00							
	2/11/2022	90231	\$517.50																											
	3/18/2022	90978																\$270.00					\$90.00	\$112.50						
	4/13/2022	91450	\$530.00																\$1,452.20				\$405.00		\$225.00					
	5/23/2022	92363	\$2,030.60																											
	6/13/2022	92842	\$292.50														\$1,368.50					\$45.00	\$135.00							
	7/19/2022	93476															\$646.00						\$969.90			\$247.50				
	8/15/2022	94235																						\$315.00	\$125.00					
	9/8/2022	94757	\$450.00																											
	10/13/2022	95545	\$180.00																											
	11/16/2022	96515	\$779.80													\$157.50	\$517.50				\$374.60	\$157.50			\$67.50		\$437.00			
	12/20/2022	97157																\$668.00												
	1/16/2023	97669	\$387.10				\$180.00	\$90.00					\$117.60	\$225.00								\$67.50	\$45.00			\$315.00		\$180.00	\$180.00	
	2/22/2023	98599										\$47.60	\$666.40						\$238.00					\$547.40	\$528.60		\$320.80	\$142.80		\$71.40
	3/14/2023	99026									\$190.40															\$142.80	\$963.00			\$71.40
	4/12/2023	99665															\$1,034.20										\$850.40			
	5/12/2023	100528							\$285.60																		\$71.40	\$380.80		
	6/13/2023	101235							\$214.20																		\$733.40			
	7/12/2023	101946								\$975.80									\$519.20											
	8/15/2023	102684							\$142.80												\$238.00									
Payment				-\$1,546.60				-\$2,099.00		-\$1,618.75				-\$2,247.50	-\$264.00	-\$2,173.25	-\$4,785.20	-\$4,950.75					-\$3,467.95	-\$10,469.01	-\$3,115.51		-\$2,618.75	-\$10,469.01	-\$2,198.00	
Total \$			\$9,159.70	-\$140.60	\$88.00	\$550.00	\$180.00	-\$2,009.00		-\$642.95			\$784.00	-\$2,022.50	\$0.00	-\$2,015.75	-\$1,219.00	-\$1,803.35	\$4,462.30	\$612.60	\$157.50	-\$2,493.45	-\$7,689.71	-\$2,181.91	\$267.80	\$32.35	-\$8,658.01	-\$2,018.00	\$322.80	

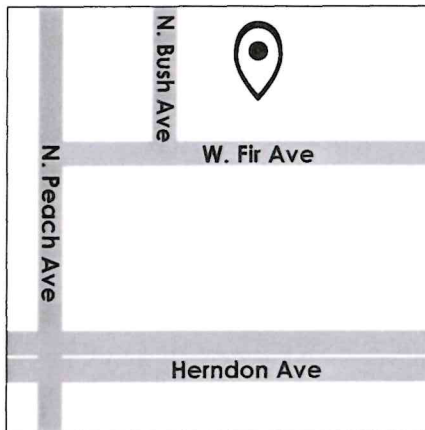
PROVOST & PRITCHARD

455 W Fir Ave
Clovis, CA 93611



SCAN THE
QR CODE TO
RSVP TODAY!

Questions? Call (559) 449 - 2700



item 15.a.1.

PRSRT STD
U.S. POSTAGE
PAID
FRESNO, CA
PERMIT NO. 220



*****AUTO**ALL FOR AADC 936 1 2 279

Moises Ortiz
Malaga County Water District
3580 S Frank Ave
Fresno CA 93725-2511

Provost & Pritchard invites you to our **Client Appreciation Open House!**



**TUESDAY,
OCTOBER 3, 2023
4-7 PM
455 W FIR AVE
CLOVIS, CA 93611**

*Hors d'oeuvres & local brews from
Mad Duck and Crow & Wolf will be served.*

Please join us at our Clovis office
to celebrate our valued clients,
partners, and friends.

Home Internet can be FREE with the ACP discount



CalFresh and Medi-Cal Households Can Get Fast Home Internet for \$0 per month

The federally-funded Affordable Connectivity Program (ACP) provides eligible households with a \$30 monthly discount on Home Internet plans. You can use the ACP discount with special low-cost internet plans that cost less than \$30 per month. *That means your monthly Internet bill could be as low as \$0.*



You are qualified!

If you or another household member receives CalFresh or Medi-Cal benefits, you automatically qualify for the ACP benefit.



It's easy to apply

Just fill out an application and check SNAP (CalFresh) and/or Medicaid (Medi-Cal) to automatically qualify for ACP.

internetforallnow.org/applytoday

Call 855-966-0476



Internet en el hogar puede ser GRATIS con el descuento ACP



**Los hogares que tengan CalFresh,
WIC y Medi-Cal pueden obtener
Internet rápido en el hogar por \$0 al mes**

El Programa de Descuentos Para Internet (ACP, por sus siglas en inglés), financiado con fondos federales, ofrece a los hogares elegibles un descuento mensual de \$30 en planes de Internet en el hogar. Usted puede usar el descuento ACP con planes especiales de Internet de bajo costo que se ofrecen en su área por menos de \$30 por mes. *Eso significa que su factura mensual de Internet podría ser tan baja como \$0.*



¡Usted Califica!

Si usted u otro miembro del hogar recibe beneficios de CalFresh, WIC o Medi-Cal, automáticamente califica para el beneficio de ACP.



Inscribirse es fácil

Simplemente complete una solicitud y envíela con un recibo mensual del programa en el que participa (Medi-Cal, WIC o CalFresh).

internetforallnow.orgaplicahoy

Llame al 855-966-0476

