

Exhibit "F"

COPY

1 MADERA COUNTY CONTRACT NO. 5569 095
2 [Maintenance of Service Area 21 (Cascadel Woods) Property]

3 THIS AGREEMENT is executed this 8th day of August
4 1995, by and between CASCADEL WOODS PROPERTY OWNERS
5 ASSOCIATION, a California Corporation (hereinafter referred to as
6 "ASSOCIATION"), and the COUNTY OF MADERA, (hereinafter referred to
7 as "COUNTY").

8 WHEREAS, COUNTY on behalf of Madera County Service Area No. 21
9 ("CSA 21"), acquired certain real property, a description of which is
10 attached hereto as Exhibit "A", for the benefit of ASSOCIATION and its
11 members, who are residents of CSA 21; and

12 WHEREAS, it is the desire of the parties to provide for the continuing
13 operation and maintenance of the heretofore described real property as a
14 recreational area for the residents of CSA 21 and

15 WHEREAS, it is the desire of the parties to provide appropriate liability
16 insurance to protect all parties involved.

17 NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

18 1. ASSOCIATION agrees to operate and maintain the entire real
19 property described on Exhibit "A" attached hereto, including all recreational
20 facilities thereupon (hereinafter collectively referred to as the "Subject
21 Property").

22 2. ASSOCIATION agrees to undertake the responsibilities indicated
23 in Paragraph 1 above at its entire and complete expense, and shall absorb
24 all costs in connection therewith, so that no monetary contributions to this
25 end shall be required from COUNTY.

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1 3. ASSOCIATION shall operate and maintain the Subject Property for
2 the sole and exclusive use of those persons described in Paragraph 4 of the
3 Judgment recorded in Book 1197, page 166 of the Official Records of the
4 County of Madera.

5 4. The initial term of this Agreement ("initial term") shall be for one
6 (1) year commencing on June 1, 1995 or the date for written above,
7 whichever is earlier, and expiring at midnight on June 30, 1996, unless
8 earlier terminated. At the end of the initial term, this Agreement shall
9 automatically renew itself from year to year ("renewal term") on all the
10 provisions contained in this Agreement unless either party notifies the other
11 in writing ninety (90) days in advance of the end of the initial term, or of any
12 renewal term, of that party's decision to terminate this Agreement. The
13 initial term, together with each and any renewal term, shall constitute the
14 term of this Agreement ("term").

15 5. ASSOCIATION shall obtain all necessary Workers' Compensation
16 insurance.

17 6. ASSOCIATION shall acquire a policy of liability insurance, naming
18 COUNTY as an additional insured, with a minimum amount of \$1,000,000
19 combined single limit coverage, for property damage and bodily injury, and
20 a \$1,000,000 aggregate. If at any time ASSOCIATION operates the
21 swimming pool on the Subject Property, ASSOCIATION shall immediately
22 notify COUNTY in writing and the amounts of insurance set forth in this
23 Paragraph shall be re-negotiated. ASSOCIATION shall provide COUNTY with
24 a certificate evidencing the insurance required by this Paragraph.

25 7. No later than April 1 each year, ASSOCIATION agrees to advise
26 COUNTY in writing of the annual amount of the premiums due for the
27 insurance prescribed by paragraphs 5 and 6 above, so that said amounts
28 may be included in the assessments levied upon the residents of CSA 21.

1 8. ASSOCIATION agrees that if any of the foregoing insurance
2 provisions are not complied with, COUNTY may itself obtain the necessary
3 insurance coverage and assess the costs thereof to each of the residents of
4 CSA 21.

5 9. ASSOCIATION agrees to indemnify, defend, and hold harmless
6 COUNTY and all of its officers, agents, and employees from any liability or
7 claims arising out of the performance of this Agreement or in any way
8 connected with the Subject Property.

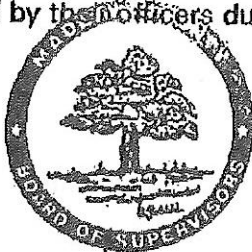
9 10. COUNTY may, in its sole discretion, terminate this contract for
10 any reason upon thirty (30) days' prior written notice.

11 11. This Agreement shall inure to the benefit of, and bind, the heirs,
12 successors, assigns and transferees of the respective parties hereto.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officers duly authorized as of the day and year first written above.



COUNTY OF MADERA
[Signature]
Chairman, Board of Supervisors

ATTEST
[Signature]
Clerk, Board of Supervisors

CASCADEL WOODS PROPERTY
By [Signature]
Title President
559-70-1907
I.D. or Social Security Number

Approved as to Legal Form:
COUNTY COUNSEL
By [Signature]

Approved as to Accounting Form:
AUDITOR CONTROLLER
By [Signature]

Approved as to Form: (CAO)
By [Signature]

ACCOUNT NUMBERS
2 and 4880

EXHIBIT "A"

PARCEL NO. 1

Out Lot A in the Cascadel Woods Subdivision No. 4, according to the map thereof, recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 2

Out Lot B in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963, in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

PARCEL NO. 3

Out Lot C and Out Lot E in the Cascadel Woods Subdivision No. 4, according to the map thereof recorded August 5, 1963 in Book 9 of Maps, at pages 146 to 150, Madera County Records.

EXCEPTING THEREFROM any portion thereof which lies within that strip of land 60 feet wide through the S 1/2 of Section 16, Township 8 South, Range 23 East, M. D. B. & M., as dedicated to the County of Madera as a street right of way in that certain Offer of Dedication dated December 22, 1967 and recorded July 11, 1969 in Book 1038 of Official Records, page 466, Madera County Records, Document No. 7595.

Exhibit "G"

MADERA COUNTY PURCHASING AGENT AGREEMENT NO. _____
(Property Management Services: CONSULTANT)

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), by and through the Madera County Purchasing Agent, and CONSULTANT. (hereinafter referred to as "CONSULTANT").

AGREEMENT

1. **TERM.** CONSULTANT's services under this Agreement shall begin upon execution of this Agreement and shall continue through June 30, 2019, unless earlier terminated.
2. **SCOPE OF SERVICES.** CONSULTANT shall perform those property management services and accomplish those tasks outlined in County RFP: PW-CSA-21-2018, attached hereto as Exhibit "A".
3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 009 is incorporated herein by reference as if fully stated. CONSULTANT shall adhere to all terms and conditions of Master Contract No. 009.
4. **COMPENSATION AND COSTS.** CONSULTANT's total compensation for property management services under this Agreement shall be paid at the rate of Twenty Dollars (\$20) per hour, not to exceed Three Thousand Five Hundred Dollars (\$3,500.00).

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5. **NOTICES.** All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Ahmad M. Alkhayat, Director
Madera County Public Works Department
200 W. 4th Street
Madera, CA 93637

CONSULTANT

With Copy to

Darin McCandless, Purchasing Agent
Madera County
200 W. 4th Street
Madera, CA 93637

6. **INSURANCE.** CONSULTANT shall not commence work under this Agreement until first obtaining general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) aggregate, combined single limits; and workers' compensation insurance as required by California law. General liability and automobile liability policies shall name the County of Madera as additional insureds.

7. **BONDS.** Payment and performance bonds shall not be required.

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

Approved as to Legal Form:
COUNTY COUNSEL

Darin McCandless, Purchasing Agent

By: _____

CONSULTANT

Approved as to Form:
COUNTY ADMINISTRATIVE OFFICER

By: _____
(Signature)

By: _____

(Print)

Title: _____

Approved as to Accounting Form:
COUNTY AUDITOR-CONTROLLER

By: _____

ACCOUNT NUMBER(S)

EXHIBIT "A"



**COUNTY OF MADERA
PUBLIC WORKS DEPARTMENT
AHMAD M. ALKHAYYAT
DIRECTOR**

200 West 4th Street
Madera, CA 93637
Main Line - (559) 675-7811
Fairmead Landfill - (559) 665-1310

Request for Proposals

For

**PROPERTY MANAGEMENT SERVICES AT
CSA-21 CASCADEL WOODS**

FOR

THE USE OF CLUBHOUSE

County of Madera
Public Works Department

Deadline for Submittal:

September 21, 2018, no later than 4:00 p.m.

Madera County Public Works Department

200 W. 4th Street, 3rd Floor

Madera, CA 93637

Questions should be directed to:

Ahmad Alkhayyat

(559) 675-7811

ahmad@maderacounty.com

RFP #: PW-CSA21-2018

Issued: September 10, 2018

MADERA COUNTY
DEPARTMENT OF PUBLIC WORKS
MADERA, CALIFORNIA

Notice of Request for Qualifications/Request for Proposals

Madera County Department of Public Works invites Statements of Qualifications (SOQ) and cost proposals from qualified interties to provide professional services to manage the property at County Service Area (CSA)-21 Cascadel Woods for maintenance and use of clubhouse.

SOQs and sealed proposals must be submitted at or before 4:00 pm on September 21, 2018.

A non-mandatory site visit will be on September 18, 2018 at 9:30AM. The meeting will be at the clubhouse lodge.

Consultants must submit:

Four (4) hard copies of the signed SOQ and one (1) digital copy in a flash drive. Hard copies SOQs must be enclosed in a sealed envelope or package and clearly marked “STATEMENT OF QUALIFICATIONS FOR PROPERTY MANAGEMENT SERVICES AT CSA-21 CASCADEL WOODS FOR MAINTENANCE AND USE OF CLUBHOUSE IN MADERA COUNTY”.

One (1) hard copy of the signed cost proposal. Hard copies of the sealed cost proposal must be enclosed in a separate sealed envelope or package and clearly marked “COST PROPOSAL FOR PROPERTY MANAGEMENT SERVICES AT CSA-21 CASCADEL WOODS FOR MAINTENANCE AND USE OF CLUBHOUSE IN MADERA COUNTY”.

SOQs and sealed proposals shall be submitted to:

Madera County Public Works Department
Attn: Ahmad Alkhayyat
200 W. 4th Street, 3rd Floor
Madera, CA 93637

Technical questions should be e-mailed to Ahmad Alkhayyat at the Department of Public Works at ahmad@maderacounty.com.

I. Introduction and Background

Cascadel Service Area 21 was formed in 1984 to facilitate the purchase of 45 acres of open space in Cascadel Ranch, for resource conservation and recreation, for all of Cascadel Ranch. An historic clubhouse lodge was included. The lodge was built pre-1940s and is historic in nature and construction.

II. Scope of Services Desired

The County is requesting SOQ and proposals from qualified and interested Property Management Professionals (PMP) for professional services to manage use of the clubhouse lodge at CSA-21 Cascadel Woods.

The PMP shall prepare rules and guidelines in accordance with Resolution No. 2000-125, which established the fees for the use of the clubhouse, and shall manage and maintain the clubhouse and the open space.

At a minimum, the PMP is expected to facilitate with the following tasks:

1. Access to the lodge must be available to all Service Area property owners for gatherings and other social events.
2. Assist the property owners by scheduling all activities and make the schedule available to all.
3. Use of the lodge requires opening and locking up the facility before and after use.
4. Utilities and grounds maintenance will be handled separately.
5. All activities shall be in conformance to Madera County Resolution no. 2000-125 (Exhibit I) which established the fees for the use of the clubhouse.

III. Scope of Work

The PMP shall furnish all services as required and necessary to manage and maintain the clubhouse lodge for the Cascadel Woods property owners. The following tasks should be included in your proposal:

A. Task A- Kickoff meeting

The consultant shall conduct a kick-off meeting with County staff to review project scope, schedule, budget, project documents, project goals, and clarify the responsibilities of each party. PMP to provide Kick-off meeting attendance & Notes.

B. Task B- Project Team Meetings

Monthly project manager (PM) status meetings will occur via telephone, or in person as needed, to ensure regular and consistent communication on upcoming tasks and to

The County of Madera affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit a statement of qualifications in response to this invitation.

The selected consultant will be required to enter into a Professional Services Agreement with the County for the specified scope of services. A sample of the Professional Services Agreement is provided in Attachment A for review and reference. The selected consultant shall comply with any and all federal, California State Prevailing Wages, and local laws.

The Board of Supervisors of the Madera County reserves the right to reject any or all submissions and to waive any defect or irregularity in the SOQ and/or cost proposal.

This RFQ/RFP is not an offer to contract, and does not commit the County to pay any costs incurred in the preparation and presentation of submittals or to select any interested firm who responds. The County reserves the right to reject any and all proposals and to waive any informality, technical defect or clerical error in any proposal.

Ahmad Alkhayyat, PE – Director

Date

Exhibit 1

Resolution No. 2000-125

CSA-21 Cascadel Ranch Resolution for Clubhouse Use

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

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In the Matter of
COUNTY SERVICE AREA No. 21
(Cascadel Woods)

Resolution No.: 2000- 125
RESOLUTION ESTABLISHING FEES
FOR USE OF CLUBHOUSE

BE IT RESOLVED that the Board of Supervisors of the County of Madera, State of California, hereby establishes the following new fees to be charged by County Service Area No. 21 (Cascadel Woods) for use of the Service Area's Clubhouse at Cascadel Woods, North Fork:

The fees are as follows:

1. Use by up to 20 people: No charge.
2. Use by 20 or more people up to 40 people, \$30.00 per day with a \$100.00 refundable clean up deposit.
3. Use by 40 or more people, \$40.00 per day with a \$250.00 refundable clean up deposit.

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Attachment A

Sample Professional Services Agreement

identify risks and challenges that may arise. The PMP will develop the agenda and prepare a summary of monthly meeting notes. Meeting notes will include a defined list of decisions, actions, and responsible party as applicable.

The PM to provide Budget, Schedule, Invoices and monthly PM status meeting and meeting notes.

IV. General Requirements

The PMP shall begin the required work within four (4) working days after issuance of the Notice to Proceed (NTP) from the County. Once the work begins, the work shall be performed diligently and to the satisfaction of the County's Public Works Director or his/her designee according to the specified scope.

The PMP shall be responsible for providing all necessary labor, tools, instruments, equipment, materials, supplies, and safety equipment and any other items required to perform the work identified in this RFQ/RFP accurately, efficiently, and safely.

If the PMP fails complete the work according to the specified scope or provide other items required by this Contract, the County shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of the Contract. If the Contract is terminated, the PMP shall, at County's request, return all materials recovered or developed by the PMP under the Contract including, but not limited to, photos, field notes, computer data files, reports, documents, and other items related to the scope of work under this Contract.

V. Submittal Requirements

Madera County Public Works Department
Attn: Ahmad Alkhayyat
200 W. 4th Street, 3rd Floor
Madera, CA 93637