MADERA COUNTY PURCHASING AGENT AGREEMENT NO. 2024-14 (Maintenance Services: Cascadel Mutual Water Company)

THIS AGREEMENT is entered into this <u>act</u> day of <u>June</u>, 2025, by and between the COUNTY OF MADERA, a political subdivision or the State of California (hereinafter "COUNTY"), by and through the Madera County Purchasing Agent, and CASCADEL MUTUAL WATER COMPANY, a California corporation (hereinafter referred to as "CONTRACTOR").

AGREEMENT

- TERM. The term of this Agreement shall commence upon execution and end on December 31, 2025, unless sooner terminated.
- 2. <u>SCOPE OF SERVICES</u>. CONTRACTOR shall provide maintenance services for CSA-21, Cascadel Woods, as further outlined in the Proposal attached hereto as Exhibit "A", and incorporated herein by reference.
- 3. <u>INCORPORATION OF MASTER AGREEMENT</u>. Master Contract No. 009 found at: https://www.maderacounty.com/i-want-to/view-county-master-contracts, shall be incorporated into this Agreement by reference as if fully stated. CONTRACTOR shall comply with all terms and conditions of Master Contract No. 009.
- 4, <u>COMPENSATION AND COSTS</u>. COUNTY shall pay CONTRACTOR an amount not to exceed Twelve Thousand Dollars (\$12,000.00) for services performed pursuant to this Agreement.

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5. <u>NOTICES</u>. 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

Matthew Treber
Chief of Development Services
Community and Economic
Development, Planning
200 W. 4th Street, Suite 3100
Madera, CA 93637

CONTRACTOR

Cascadel Mutual Water Company P.O Box 321 57839-F Road 225 North Fork, CA 93643

With Copy to

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

6. <u>INSURANCE</u>. CONTRACTOR 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 and automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00), combined single limits. General liability and automobile liability policies shall name the County of Madera as additional insureds.

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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 | | | | |
| Crystal Pizano Digitally signed by: Crystal Pizano Dit: Civi = Crystal Pizano amail = copiano (Blozano amid) com C = US O = Lozano Strich Dala: 2025.08.18 19.34:37 -07:00 | CASCADEL MUTUAL WATER COMPAN' By: | | | | |
| Approved as to Form: COUNTY ADMINISTRATIVE OFFICER | (Signature) (SYAYH EGG N/) (Print Name) Title: 06/18/2025 | | | | |
| Approved as to Accounting Form: | | | | | |
| By: Kurry Kichstone 6/24/25 | | | | | |
| ACCOUNT NUMBER(S) | • | | | | |
| 48900-721400 | | | | | |
| | | | | | |
| 4916-4223-3679 | | | | | |

CASCA-3

OP ID: SL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

| RE | PRESENTATIVE OR PRODUCER, AN | חוח | EUG | KIIFIOAIE HOLDER | | | | | | d-wood | |
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| probuces (raft and Lee Insurance Agency 19298 Junction Drive, Ste. A | | | | | | CONTACT Kraft and Lee Insurance Agency NAME: PHONE (AIC, No, Ed): 559-683-4411 FAX (AIC, No): 559-683-0414 | | | | | |
| .0. | 30x 2040 | | | | E-MAIL ADDRESS: NAIC # | | | | | | |
| Dakhurst, CA 93644 Kraft and Lee insurance Agency | | | BYSOILENGS / AT TORONG COVER 182 | | | | | TOPALO IF | | | |
| | | | | | INSURER A: AIG Specialty Insurance Co | | | | | | |
| NSU | EO | | | | INSURER B : NONE | | | | | | |
| nsureo Cascadel Mutual Water Co | | | | | DISTIBLE C. NONE | | | | | | |
| Stan Eggink >O Box 321 | | | | INSURER D. NONE | | | | | | | |
| iorti | Fork, CA 93643 | | | | INSURER E : NONE | | | | | | |
| | | | | | MOUDE | RE: NONE | | | | | |
| | | | - | | Monte | K.F. | | REVISION NUMBER: | | No. | |
| COI | VERAGES CER | TIFIC | ATE | NUMBER: | | | Mana | REVISION NOMBERS | HE POLI | CV PERIOD | |
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| fi | | | | NONE | | | | AGGREGATE | \$ | | |
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| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | NIA | - Andrews | NONE | | | | E.L. EACH ACCIDENT | \$ | | |
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| MADERAE MADERA COUNTY | | | | | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| | 200 W 4TH STREET | | | | - | | Th' A TREE | A | | Andreas and the second | |
| MADERA, CA 93637 | | | | AUTH | ORIZEO REPRES | ientative neuroneo A | media | | | | |
| MADELY, ON 2001 | | | | | Kraft and Lee Insurance Agency | | | | | | |
| | | | | | | © 1980 2015 ACORD CORPORATION. All rights reserved. | | | | | |
| | ORD 25 (2016/03) | | - C | | | ©1 | 988 2018 AC | CORD CORPORATION. | All rig | hts reserved. | |
| AC | UKU 20 (20 10/03) | | | | | | LACORD | | | | |

- (2) Until your legal representative has been appointed.
- Legal Representatives. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- f. Medical Directors. Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on behalf of your "emergency service activity".
- g. Mutual Aid Agreements. Any persons or organizations providing service to you under any mutual aid or similar agreement, but only for acts within the scope of that mutual aid or similar agreement.
- h. Good Samaritans. "Employees" and "volunteer workers" while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
- Owners Of Commandeered Equipment. The owner of commandeered equipment other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency service activity".
- j. Blanket Additional Insureds. Any person or organization required to be an additional insured under an "insured contract", if agreed to by you prior to the "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your operations; or
 - (2) In connection with premises owned or rented by you.
- k. Student Teachers. Any of your student teachers who are teaching as part of their educational requirements are insureds, but only with respect to their duties in connection with their position as such.
- Student Body Organizations. Any student body organization acting under the jurisdiction of your governing board is an insured, but only while under the supervision required by the governing board.
- m. Parent Teacher Organizations Or Associations. Any parent teacher organization or association acting under the jurisdiction of your governing board is an insured, but only while under the supervision required by the governing board.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you
 acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

 The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE DATE (MM/DD/YYYY) THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose. PRODUCER Marilyn Rigg **StateFarm** State Farm-Marilyn Rigg (AJC, No, Ext): E-MAIL ADDRESS: 559-683-3467 FAX (A/C, No): 559-683-3410 40315 Junction Drive Ste A marilyn.rigg.c9mk Oakhurst, Ca 93644 INSURER(S) AFFORDING COVERAGE INSURED NAIC INSURER A: State Farm General Insurance Company 25151 CASCADEL MUTUAL WATER COMPANY INSURER B PO Box 321 INSURER C North Fork, Ca 93643 INSURER D INSURER E : DESCRIPTION OF VEHICLE OR EQUIPMENT YEAR MAKE I MANUFACTURER MODEL BODY TYPE VEHICLE IDENTIFICATION NUMBER 2004 TRUCKICHEVROLET K2500 PICKUP **PICKUP** 1GCHK24U34E342279 DESCRIPTION VEHICLE/EQUIPMENT VALUE SERIAL NUMBER TRUCK \$16,000 COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES). POLICY EFFECTIVE DATE (MANDD/YYYY) LTR POLICY EXPIRATION DATE (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS X VEHICLE LIABILITY COMBINED SINGLE LIMIT A Y BODILY INJURY (Per person) 564 2592-E21-55A 1,000,000.00 11/21/2020 11/21/2025 BODILY INJURY (Per accident) \$ 1,000,000.00 PROPERTY DAMAGE \$ 1,000,000.00 GENERAL LIABILITY EACH OCCURENCE \$ 1,000,000.00 OCCURRENCE GENERAL AGGREGATE \$ 1,000,000.00 **CLAIMS MADE** INSR LOSS POLICY EFFECTIVE DATE (MM/DD/YYYY) POLICY EXPIRATION TYPE OF INSURANCE POLICY NUMBER DATE (MIM/DD/YYYY LIMITS / DEDUCTIBLE VEH COLLISION LOSS ACV AGREED AMT LIMIT ☐ STATED AMT DED VEH COMP VEH OTC T ACV AGREED AMT \$ LHAIT ☐ STATED AMT \$ DED EQUIPMENT ☐ ACV ☐ AGREED AMT BASIC BROAD LIMIT TIRC STATED AMT SPECIAL \$ DED Ì REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, If more space is required) **ADDITIONAL INTEREST** CANCELLATION Select one of the following: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED The additional interest described below has been added to the policy(les) listed herein by policy number(s) BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. request has been submitted to add the additional interest described below to the policyfles) sted herein by policy number(s). VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED DESCRIPTION OF THE ADDITIONAL INTEREST NAME AND ADDRESS OF ADDITIONAL INTEREST ADDITIONAL INSURED LOSS PAYER Madera County Lender's loss payee 200 West 4th Street LOAN / LEASE NUMBER Madera, Ca 93637

ACORD 23 (2016/03)

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AUDHORIZED REPRESENTATIVE

1004381 142997,4 04-24-2020

EXHIBIT A



Cascadel Mutual Water Company
P.O. Box 321
57839-F Road 225
North Fork, CA 93643
PH 559-877-2635
FAX 559-877-4024
www.cascadelinternet.com
info@cascadelmutual.com

@Cascadel Woods Community

Cascadel Mutual Water Company, a California Corporation, Agreement #2025-01

This agreement is proposed on this 30th day of May, 2025 by and between the Cascadel Mutual Water Company, a California Corporation (hereafter referred to as "CMWC") and the County of Madera, (hereafter referred to as "COUNTY").

WHEREAS, CSA-21, also known as Cascadel Woods, Outlots A, B, C and E, is a County Service Area (hereafter referred to as "CSA") within Madera County. The Madera County Board of Supervisors acts as the governing body for all CSAs in the county, overseeing maintenance, budget, and project administration for these areas, which include responsibilities for roads, lighting, sewer, water, fire prevention, and recreation services.

WHEREAS, this proposal requests COUNTY contract with CWMC to provide maintenance services and responsibilities for CSA. The objective is to ensure sustained infrastructure quality, public safety, hazardous fuel removal, and resident satisfaction within the CSA, which includes but is not limited to: mowing and weed eating, removal of overgrown brush near creeks to within 14 feet of the ponds or creeks, removal of dead trees, thinning new growth, and maintenance of fuel breaks.

WHEREAS, the cost of proposed CMWC maintenance of CSA for calendar year 2025 be allocated from the annual CSA property tax funds collected by COUNTY and paid to CMWC at the rate of \$12,000.00 (twelve thousand dollars) for calendar year 2025.

WHEREAS, as CMWC has no employees, all labor will be provided by contracted services companies and/or community volunteers.

Scope of Maintenance

- Routine and preventive maintenance of CSA
- o Timely response to infrastructure failures or emergencies
- o Compliance with state and county standards for public works, water, and safety
- Transparent accounting of expenditures and reserves specific to CSA
- Regular review of CSA financial health to ensure adequate funding for ongoing future needs and projects

-continued on next page-

Community Engagement

- Establishment of clear communication channels between CWMC, COUNTY, CSA and residents, including regular updates on maintenance activities and opportunities for public input
- Consideration of a local advisory committee or designated representatives from CSA to liaise with COUNTY

Compliance and Standards

- Adherence to all applicable federal, state, county, and industry standards for public safety
- Coordination with relevant agencies to ensure regulatory compliance and best practices

Community Benefit

- Proactive maintenance protects public safety, property values, and quality of life for CSA.
- Enhanced communication and engagement foster trust and responsiveness between COUNTY and local residents.

Requested Actions

- Reaffirm the COUNTY commitment to maintaining CSA by including it in the 2025-2026
 COUNTY budget and maintenance schedules
- Designate a COUNTY staff contact for CSA residents

This proposal aligns with Madera County's established governance structure for CSAs and reflects best practices for public service delivery, fiscal accountability, and community engagement.

On Behalf of the CMWC Board of Directors:

Stan Egglnk, President

Date



SUNDAY MAY 11

THE WOODS





MONDAY MAY 26

A NEWSLETTER FROM CASCADEL MUTUAL WATER COMPANY VOLUME 114 MAY 1, 2025

FIREWISE

On Saturday, April 10, we held a clean up around the clubhouse.

On behalf of the Coarsegold RCD, Kai Hansen offered to help us remove some trees that were up next to the clubhouse in



order to satisfy the zero to five foot clearance for fire safety.

Nick Stockton and Simon Elman also helped to limb up



and remove trees against the clubhouse.

The sawyers also removed the broken trees which posed some danger to

visitors walking through the memorial garden area next to the clubhouse.

We had more volunteers who created piles from the cuttings for the skid steer to take to the burn pile area.



Other volunteers were Karen Jordan, Loraine Vance, Ellie Heffner, Jeff Bryson, Carol Eggink, and Stan Eggink on the

skid steer. The work day was a huge success.

The removal of these trees around the clubhouse



makes the building a lot safer in the event of a fire in the area. Pizza was served to those who remained during the lunch hour.



Thank You to all who participated in the community work day.

I will be using

this community work day as our Wildfire Preparedness Day activity.

