

# CONTRACT ROUTING SHEET

Date Prepared: 03/31/09

Need Date: 03/31/09

**PROCESSING DEPARTMENT:**

Department: CAO/Procurement & Contracts

Dept. Contact: Bonnie H. Rich

Phone #: 5940

Department

Head Signature: Bonnie H. Rich

**CONTRACTOR:**

Name: El Dorado Professional Building Condominium Association

Address: 941 Spring Street  
Placerville, CA 95667

Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** Public Health

Service Requested: Association Dues Agreement

Contract Term: Perpetual Contract Value: \$200.00/Mos./Per Unit

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 3/31/09 By: D. Livingston DM

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

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\* ADD CLAUSE RE: LITIGATION TO BE BROUGHT IN EL DORADO COUNTY.

Venue Added: 3/31/09 BHP

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**AGREEMENT FOR ASSOCIATION DUES #751-00911**

This Agreement is entered into by The El Dorado Professional Building Condominium Association, (hereinafter each unit is referred to as "Owner")

**RECITALS**

**WHEREAS**, the County owns two office suites in the El Dorado Professional Building Condominiums, located at 941 Spring Street, Placerville, CA, which are used by the County Public Health Department;

**WHEREAS**, all of the suites in the El Dorado Professional Building Condominiums are subject to the Declaration of Conditions, Covenants, and Restrictions recorded on January 9, 1984 ("CC&Rs") and are subject to control by the El Dorado Professional Building Condominium Association ("Association");

**WHEREAS**, pursuant to the CC&Rs, the condominium owners, through the Association, are to establish the assessment ("Dues") to be paid by each suite Owner;

**WHEREAS**, the CC&Rs require that the Dues be sufficient to provide an adequate reserve for maintenance, repairs, and replacement of common area items; and

**WHEREAS**, the Owners desire that the Dues also be sufficient to support the payment of utility costs and the retention of a property management firm to manage the day-to-day affairs of the Association;

**NOW, THEREFORE**, the parties hereby enter into this Agreement in order to establish the amount of the Dues payable by each suite Owner.

**SECTION 1.**

**TERM:**

1.1. This Agreement shall commence on June 1, 2008 and shall remain in effect until terminated by the Association in accordance with the CC&Rs.

1.2. This Agreement shall be amended to the extent that any Owner sells or transfers its interest in any of the real property.

**SECTION 2.**

**DUES:**

2.1. Each Owner shall remit association dues monthly in advance in the amount of **\$200.00** per owned unit. Amounts are due and payable on the first of every month. Payment shall be made to the **El Dorado County Professional Building Condominium Association** and shall be mailed to:

Arrowhead Housing, Inc.  
Doing Business As  
Action Properties  
615 Placerville Drive  
Suite B  
Placerville, California 95667

**SECTION 3.**

**ADMINISTRATOR:**

3.1. The County Officer or employee with responsibility for administering this Agreement on behalf of El Dorado County is Neda West, Director of Health Services, or successor.

**SECTION 4.**

**AUTHORIZED SIGNATURES:**

4.1. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**SECTION 5.**

**VENUE:**

5.1. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**SECTION 6.  
ENTIRE AGREEMENT:**

6.1. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**OWNER**

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Dr. Richard Detwiler

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Dr. Rajiv Pathak

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Dr. June Scofield

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Blanche Kawahara

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Dr. Dan Cummings