



This Contract entered into as of this 05 day of January 2024, by and between Wildwood Homeowners Association, a not-for-profit corporation, (herein called the "Association") and The Weymouth Company, a California sole proprietorship, located at 4540 Florin Rd. #E253, Sacramento, CA, 95823, (herein called the "Contractor").

**WITNESSETH:**

The Association is hiring the Contractor to perform certain services (herein called the "Services") as are more particularly described in Attachment A, attached and made a part of, in connection with the performance of within various Association facilities.

The Contractor represents that it can provide qualified personnel to perform the Services in a manner which is responsive to the Association's needs in all respects, and which conforms to the terms and conditions hereinafter set forth.

**1. SCOPE OF WORK**

1.01 The Contractor shall carry out and perform the Services as more particularly set forth in Attachment A in a timely and proper manner. The Parties shall be governed by, and the Services shall be performed in accordance with the terms and conditions contained in this Contract and Attachment A1 and billable services in Attachment A2.

1.02 The Contractor shall furnish the Association every reasonable opportunity as requested by the Association to inspect the work to ascertain whether the "Services as Performed" and the materials used in connection therewith are in accordance with the Contract.

1.03 This contract requires the Association to be managed 365 days per year, 7 days per week, and 24 hours per day.

**2. CONTRACT TERM**

2.01 This Contract shall be effective for a one (1) year period. The Association shall have the option to auto renew the term of this Contract, on the same terms, conditions, and rates contained herein, for a one (1) year period

2.02 Upon the mutual agreement of the parties this Contract may be extended annually for up to five (5) additional one (1) year periods on the same terms and conditions contained herein except for price. The rates to be charged for the performance of the Services upon any extension pursuant to this Section 2.02 shall be shared with the Association annually via budget.

**CERTIFICATIONS TO BE FURNISHED CONTRACTOR**

3.01 The Contractor shall secure at its own expense prior to commencing the Services all necessary certifications required by the Association or other regulatory authorities in connection with the performance of the Services.

#### **4. PERSONNEL AND ADMINISTRATION**

4.01 The Contractor shall provide the necessary labor to perform the Services. The Contractor shall engage only competent, efficient employees to perform the Services and shall not use any person unfit or without sufficient skill to perform the work assigned to him/her hereunder. The Contractor agrees that it is fully responsible to the Association and other third parties for the acts and omissions of its employees and any subcontractor engaged by the Contractor. Nothing contained in this Contract shall create any contractual relationship between the Association and any such subcontractor.

4.02 For Purposes of this Contract, the relationship of the Contractor to the Association is and shall continue to be that of an independent contractor. No liability or benefits, such as worker's compensation or pension rights or liabilities, arising out of a contract for hire or employer/employee relationship, shall arise or accrue to or against the Association as a result of the performance of this Contract.

The Contractor shall not hold the Association liable for any personal injury incurred by its employee(s) or any subcontractor or Personnel while working pursuant to this Contract.

4.03 The Contractor shall require its employees and any subcontractors to comply with all Association regulations and policies when on the Association's premises. The Contractor agrees that its employees and subcontractors will at all times comply with all security regulations in effect at the Association's premises.

#### **5. PROPER PERFORMANCE OF DUTIES**

5.01 Unless otherwise stipulated in Attachment A, the Contractor shall furnish supervision and transportation necessary for the complete and proper performance of the Services. The Contractor shall provide and perform all necessary labor in a substantial and workmanlike manner and in strict accordance with the provisions of the Contract.

5.03 All equipment, and devices owned and used by the Contractor in the Performance of the Services shall remain the property of the Contractor. The Association shall not be liable for and the Contractor shall hold the Association harmless from any loss, theft, or damage to such equipment, and materials.

#### **6. WORK PERFORMANCE**

6.01 The Contractor shall guarantee and re-execute at its sole expense any work that is faulty or defective, fails to conform to the Contract approvals as determined by the Association. The Contractor shall make good any damage, injury or loss to any third party or the Association resulting from the Contractor's performance hereunder or resulting from the lack of reasonable protective precautions by the Contractor and shall indemnify and hold the Association harmless with respect thereto.

## **7. COMPENSATION**

7.01 Upon the proper performance of the Services by the Contractor and in accordance to this contract, the Association agrees to pay the Contractor at the rates set forth within Attachment A.

7.02 Payment for the proper performance of the Services shall be contingent upon the terms agreed to in this contract. This contract shall serve as the invoice for monthly services.

7.03 Line items will be submitted in the form of a change order to this contract. The total cost of the shared costs in a billing period shall itemize:

1. The cost of postage (See Attachment A for details)
2. The cost of the phone (See Attachment A for details)

7.04 The Contractor agrees to assume responsibility for hiring and payroll through the Weymouth Co. employees/administrative contractors throughout the term of this Contract

7.05 The exception is the temporary employees that monitor the pool June through Labor Day. Those payroll records will be provided to the Association immediately upon request.

7.06 The contractor shall invoice and if funds are available receive payment from the Association for all work performed no later than the 23<sup>rd</sup> day of the current month for the upcoming Month.

## **8. INDEMNITY**

8.01 The Contractor agrees to release, indemnify, and hold harmless the Association, their agents and employees, against and from any and all liabilities, obligations, claims, costs, and expenses (including without limitation fees and expenses of attorneys and court costs) which may be imposed upon, incurred by or asserted against the Association, its agents or employees, including but not limited to:

- (a) Any negligent or tortuous act of the Contractor, or any of its personnel, employees, or subcontractors.
- (b) Any loss or damage to materials, equipment, or other property (including without limitation. Property of the Association) or injury or death to person, that may be occasioned by, either directly or indirectly, the performance of the Services hereunder by the Contractor.
- (c) Any claim for any infringement upon any confidential or sensitive information resulting from the performance of the Services.
- (d) Any failure by the Contractor or any of its personnel, employees, consultants, or subcontractors to perform its obligations either express or implied under this contract.

8.02 In the event of any action or proceeding shall be brought against the Association, its agents or employees, cannot be held responsible and cannot be named in a lawsuit.

## **9. INSURANCE**

9.01 The Contractor shall procure and maintain at its expense during the term of this Contract, or any extension thereof, and automobile, workers comp if applicable, and business liability which is standard industry practice.

## **10. TERMINATION**

10.01 The Association may terminate this Contract for cause with a negotiated notice. Any breach of the covenants and terms contained in this Contract may constitute grounds for termination for cause. The Contractor shall remain liable to the Association for any damages sustained by the Association by virtue of the Contractors breach or any reasonable costs the Association incurs enforcing or attempting to enforce this Contract.

10.02 The Association may not withhold any payment(s) to the Contractor until such time as the exact amount of damages due to the Association from the Contractor has been determined by law or equity. It is expressly understood that the Contractor will remain liable for any damages the Association may sustain because of proven, intentional negligence.

10.03 The Association may terminate this Contract without cause for any reason at any time by giving written notice to the Contractor of such termination specifying the effective date thereof, at least ninety (90) days prior to the effective date of such termination. If for any reason the Contract is terminated before the 90 days, the Association will pay the Contractor a termination fee equal to three (3) month's service fee.

## **11. COMPLIANCE WITH LAWS**

11.01 In the performance of this Contract, the Contractor shall comply with all applicable laws, regulations, ordinances, and codes whether such laws, regulations, and the Contractor shall save the Association harmless with respect to any claim or liability arising from any violation of the same by the Contractor.

## **12. FAIR EMPLOYMENT PRACTICES**

12.01 In accordance with the United States Constitution and all Federal legislation and regulations governing fair employment practices and equal employment opportunity, and in accordance with the California Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, the Contractor agrees that it will not discriminate against any person, contractor, employee, or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment because of his/her religion, race, color, national origin, age, sex, height, weight, marital status or handicap, that is unrelated to the individual's ability to perform the duties of a particular job or position.

## 14. MISCELLANEOUS

14.01 No failure by the Association to insist upon the strict performance of any covenant, term or condition of this Contractor to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this contract, but each covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. This Contract shall be governed by the laws of the State of California.

14.02 If any provision of this Contract, or the application thereof to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

14.03 Unless the context expressly requires otherwise, the words "herein", "hereof" and "hereunder" and other words of similar import, please refer to this Contract as a whole document and not to any particular article or section.

14.04 WEYMOUTH COMPANY agrees that any one or all Board members can request information and receive that information in a timely manner. The Contractors best practice is to serve all Board Members.

14.05 Contractor must have the support of the Board of Directors to effect the desired change needed to meet the goals and objectives of this community.

IN WITNESS WHEREOF the Association and the Contractor, by and through the duly authorized officers and representatives, have executed this Contract as of the date first above written.

### The Weymouth Company

Signed: 

Position: Owner                      Date 01/07/2024

### Wildwood Homeowners Association

Signed: \_\_\_\_\_

Position:                      Date    /    /2024

Signed: \_\_\_\_\_

Position:                      Date    /    /2024

## **ATTACHMENT A1**

Management - **\$96,500.00\*** per year for 24/7, 365. \* **Subject to a 10% increase every 2 years.**

Financial Management – 1500.00 per month

- Recurrent and Regulatory Community Walk-Throughs
- Daily multiple community walk-through reviews administered to include monitoring and ensuring ongoing maintenance and repair of cameras, DVR equipment, and courtesy lighting.
- Manager is onsite and available 24/7, except when traveling. When traveling the onsite availability is 12 hours
- per day and 24-hour service via phone, text, and email,
- Online workorder requests will be addressed within 24 to 48 hours of submission.
- Interface with tenants is on a limited basis to include issuing mail keys and parking permits
- Interface and information sharing with security and law enforcement agencies
- Available to sign off on tows 24/7
- Properties in escrow will be examined and reviewed for fines and/or aged dues balances prior to the close of escrow
- Document packages for review at escrow will be prepared as required by the CA Department of Real Estate, and property transfers will be processed as required for each property sold.
- Will perform background checks on potential tenants, distribute results, and maintain screening records in the imaging system
- Distribute mailbox keys and back-up maintenance in changing mailbox keys
- Offer orientation to new owners and new residents
- Ensure maintenance services that are the responsibility of the Association are dealt with immediately
- Maintain the pool, the Association office and fulfill work order requests
- Emergency common area issues are immediately reported to the Board of Directors and reparative action will be executed ASAP.
- Will provide and maintain a website to except online dues payments and to provide other information

The fee for the following services is \$75.00 per hour.

Preparation for annual CPA audit

Preparation for reserve study

The fee for the following services is \$500.00 to \$1500.00:

- Representing the Association in court when lawsuits are filed
- Preparation for lawsuits
- Research to build a case to substantiate various concerns such as problem owners, to address management concerns, Board of Director Concerns, etc.

### **Contractor Bidding Procedures**

- The Weymouth Company administrates all requests for contractor proposals, bids concerning major requests and projects are obtained for the Board of Director's consideration.
- Oversee the development of bid specifications to provide to contractors/vendors.
- Receive completed bids from contractors and develop a comparative summary report which is provided to the Board through their selection process.
- Administer leadership regarding bid reviews and contractor selection.
- Upon the Board of directors' selection of a contractor, The Weymouth Company shall aid the Association in the preparation and negotiation of contracts for services and projects.

### **H.O.A. Contractor Oversight**

- Organization and planning of regular, annual, periodic, and seasonal maintenance and residential property reviews.
- Analyze and manage contractor proficiency to ensure Association compliance with contract specifications.
- Maintain contractor insurance certificates and documents.

- Initiate and organize preventive maintenance programs.

#### **H.O.A. Employee Oversight if applicable**

- Hiring and management of seasonal part time employees
- Ensure worker compensation is in place
- Maintain employee files
- Training and employee handbooks are provided

#### **ADMINISTRATIVE SERVICES – Included in Fee**

- Offer, create, host, and regularly update Community Websites for communities we serve, providing a beneficial and convenient way for homeowners to stay informed about what is happening with their association by providing up-to-date community specific information and resources.
- Draft and allocate ALL notices, filings required by State Statute and/or Association's Governing documents (i.e. Annual Meeting Notices, Budget Disclosures, Resolutions, etc.)
- On behalf of the Association, draft and allocate other routine operative correspondence. Allocate other formal correspondence drafted by the Board when requested to do so.
- Document imaging and hardcopy records maintained daily Update current membership records/rosters
- Upload minutes now contained in the 'Board Update', (since 2015), to Association websites.
- Provide information to resources for evictions and other landlord/tenant concerns on the website
- Board Meeting Support
- Attendance at regularly scheduled Board meetings, and annual Budget Ratification meetings. Preparation of Board Packets prior to regularly scheduled Board meetings which include Meeting Agenda
- Previous Meeting Minutes Board Update
- Financial reports
- Manager's written report called "Board Update" that includes enforcement', common area repair/construction updates, law updates, HOA education, and overall status of the Associations standing

#### **Compliance Enforcement**

- Daily community inspections. Preparation and allocation of violations based on Associations governing documents to include progressive enforcement.
- Process and resolve compliance issues from Board members, owners and other residents,
- Make available copies of all violations/hearing notices to Board members via the imaging system

Additional costs to be paid by the Association:

Postage/overnight mailing/certified mailing and

The fee for the UPS Store mailbox for dues payments, general mail, and packages

Other costs not listed will be negotiated with the Board of Directors

- Assist the Association in the creation or modification of Association rules, regulations, and policies in accordance with State Statute and the Association's Governing documents.
- **Insurance / Risk Management**
- Acquire applicable insurance coverage and relative documents.
- Ensure Association has Property Insurance, General Liability Insurance, Directors and Officers Insurance, and Fidelity Insurance.
- Acquire and report any known incident which may result in an insurance claim to the Association's insurance agent.
- Work with the Association and Board of directors to perform an Annual Risk Assessment in order to identify and moderate any potential areas of loss or over exposure.
- Policy Development
- Educate and inform the Association of any potential modifications in the national or local Community Association Industry (i.e. legislation, court decisions, insurance, taxes, etc.)
- Administer professional support and counsel to the Board of Directors regarding their fiduciary responsibilities and their overall governance practices.
- Assist and counsel the Association during continued development of Policy and Administrative Resolutions in accordance with State Statute and the Association's Governing documents.
- Management of Professional Services Coordination
- Attend or host monthly meetings with the City Agencies involved in the community, if necessary, the Council Office, law enforcement, security, area managers, resident services, and other party's
- Administer professional support and counsel to the Association regarding the benefits and authorization of additional professional services as needed (i.e. general legal counsel, collections, engineering, certified public accounting, reserve studies, investments, public works, various branches of law enforcement etc.)
- Other Administrative Services
- Serve as Registered Agent and accept any notices on Association's behalf. Administer a physical business presence for the Association.
- Administer requested information regarding real estate transactions within the Association (i.e. mortgage questionnaires, resale certificates, escrow demands, etc.)
- Preserve Association files and records, making available for inspection in accordance with State Statute and the Association's Governing documents and policies.

#### **FINANCIAL SERVICES – 1500.00 per month**

- Management of Operating Checking and Reserve Accounts, and if applicable, investment accounts
- Individual associations bank accounts are hierarchical under the Management Company account, but each Association has the Association's name and tax ID on the account.
- Funds are not commingled. Should this contract be terminated, the Board of Directors or the next management company will have to open new accounts.

#### **Management of Accounts Payable**

- Acquire and assess all Association invoices and process for payment
- Monitor vendor invoices and corresponding payment information, process and file accordingly. Ensure electronic review of invoices by treasurer is available through the imaging system

### **Management of Accounts Receivable**

- Receive and process homeowner assessment payments. Respond accordingly to homeowner account inquiries
- On-line credit card or e-check payment options and processing (subject to change with notice)
- Checks mailed or accepted in the Association office the Association, are delivered to the bank daily.
- Update the Associations collection policy when laws change collection requirements
- Monthly review of individual homeowner accounts, draft and distribute any applicable "Late Letters", and charging of any applicable Late Fees.
- Prepare and forward account information to Association's collection attorney to assist in further collection or litigation activity.
- Provide Board of Directors current Homeowner Delinquency Report, Liens and NODs in a comprehensive status report at each meeting.
- Execute and Manage foreclosure process
- Initiate Assignment of Rents process and management
- Prepare for and present small claim, and other litigation activity (Association pays fees for service)
- Execute and manage process for performing 3rd party evictions if necessary (Association pays fee for service)

### **Financial Reports**

Income and Expense Statement (P & L)

AR/AP

GL accounting

Account Delinquency Report

Cash disbursement summary

Bank Reconciliations

## **ATTACHMENT A2**

### **SERVICES OUTSIDE THE SCOPE THAT CAN BE BILLABLE**

- Annual Report preparation and mailing
- Consultation that is out of the ordinary, such as extended meetings with City inspectors, owners with concerns over account issues prior to 01/01/2010, or trips to the Records office, Secretary of State, and Franchise Tax Board.
- Court Appearances and case building for the Board/and or law enforcement agencies, court, enforcement proceedings.

### **Annual Budget Development**

- Upon the Board's approval of the annual budget, the budget and budget disclosure information shall be mailed to the general membership for ratification according to State Statute and the Association's governing documents.
- Annual Election preparation and execution and reserve study preparation.
- Execute and Manage foreclosure process Construction Coordination

### **Annual Tax Filing and Financial Review**

- Coordination of record gathering and prep for the Certified Public Accountant to prepare for Tax Filing and the Financial Review preceding fiscal year.
- Prepare all the Association's financial records, books, and files for CPA audit and publish the written evaluation via website or mail if requested.
- Execute and Manage foreclosure sale process  
Manage vendors and contractors
- Maintain vendor W-9's and certificates of insurance Issue 1099 Forms to Association vendors annually
- Preparing violation chronology books or meet and confers
- Repeated/excessive Interface and associated admin cost of dealing with problem owners/units

### **Annual Meetings to include:**

- The nominee application
- The announcement of the nominations  
Distribution and updates of the Election Rules
- The Ballot development, prep for distribution or the hiring of a dedicated election company now allowed by law
- Completed Ballot intake and verification
- Member eligibility study  
Coordination of the voting
- Announcement of outcome of the vote via 3<sup>rd</sup> party
- The subsequent posting on the website of final vote counts and members seated
- The coordination of the Election Monitor (nominal fee for election monitor services to be paid by the Association)

### **Phone service:**

The phones and the phone number and 916.821.7796 and 916.261s used by Wildwood HOA Homeowners Association and must be either turned on for text and messages or to answer 365 days of the year, 24/7, and all messages from owners and residents must returned within 24 to 48 hours maximum.