

AGREEMENT FOR ENFORCEMENT OF  
NON-SAFETY RELATED, NON-ARCHITECTURAL RULES OF THE  
RANCHO MURIETA ASSOCIATION  
BY AND BETWEEN THE  
RANCHO MURIETA COMMUNITY SERVICES DISTRICT  
AND THE  
RANCHO MURIETA ASSOCIATION

RECEIVED  
JUN - 6 2000

This agreement dated May 24, 2000, is between the **Rancho Murieta Community Services District (CSD)**, and the **Rancho Murieta Association (RMA)**, for services performed by the CSD for observe and report enforcement of non-safety related, non-architectural rules.

RECITALS

- A. CSD provides routine security services to the community for public safety.
- B. CSD receives special taxes as revenue to provide public safety services.
- C. RMA is responsible for non-architectural rule enforcement according to the covenants, conditions and restrictions and by-laws of the Homeowners' Association.
- D. RMA desires to have the CSD perform certain non-safety related, non-architectural rule enforcement thereby relieving RMA of enforcement duties for those services and CSD agrees to perform those services in addition to its normal routine patrol functions.
- E. RMA agrees to pay for observe and report enforcement of the non-safety related, non-architectural rules by the CSD, as a fee for service separate from those funds the District receives as special taxes.

TERMS AND PROVISIONS

- 1. The District agrees to provide observe and report enforcement of non-architectural rules as identified below: (according to RMA's 1998 non-architectural rules)
  - a. Overnight parking
  - b. Driveway parking

2. RMA will pay for enforcement of the services identified in Section 1 above based on the following fee for service:
  - a. Enforcement Service Fee: \$35.00 per hour
  - b. The above fee may be adjusted from time to time by the CSD on the anniversary date of this agreement. The CSD will give RMA thirty (30) days notice of said adjustments.
3. Observe and report enforcement for those rules identified in Section 1 above shall not exceed ten (10) hours per month. The smallest incremental period of enforcement will be one (1) hour.
4. CSD's enforcement of non-architectural rules will be independent of RMA's enforcement of other non-architectural rules and is strictly limited to those rules identified in Section 1 above.
5. Enforcement and the hours spent in enforcement are at the sole discretion of the CSD and may be cancelled or altered due to departmental conflicts and/or constraints.
6. Changes to this agreement, either expansions or decreases in the scope of enforcement will be in writing by both parties and will take effect no earlier than thirty (30) days following the written notice of said changes. Said expansions or decreases may or may not require amendments to this agreement.
7. CSD, as part of the enforcement, will issue notices of violation to the offending homeowners. RMA will be responsible for issuing violation letters and other enforcement documentation required by the Homeowners' Association.
8. A CSD representative will attend all security/compliance committee meetings which involve grievances concerning enforcement of the non-architectural rules provided by the CSD.
9. CSD will prepare monthly invoices based on the contracted time and submit an invoice to the RMA for payment. Payment is due within thirty (30) days of receipt of the invoice. A 10% penalty will be added to all unpaid balances after 30 days. No enforcement pursuant to this agreement will be performed until account is brought current.

10. RMA shall indemnify, defend and hold harmless Rancho Murieta Community Services District, its officers, employees and agents, from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees ("claims") arising out of or resulting from the performance of observe and report enforcement services of non-safety, non-architectural rules, reduced in proportion to and to the extent such claims are caused in whole or in part by any negligent or willful act or omission by Rancho Murieta Community Services District, its officers, employees or agents.
  
11. The term of this agreement is twelve (12) months from the date of this agreement and shall be automatically renewed yearly, subject to adjustments in fees for the services charged by the CSD. Either party may terminate this agreement with sixty (60) days written notice.

CSD may terminate this agreement upon receipt of a written opinion of its legal counsel that a statute enacted, or court decision issued, after the date of the agreement prohibits the employees of the CSD from performing the agreement.

**Rancho Murieta Community  
Services District**

  
\_\_\_\_\_  
6/2/00  
\_\_\_\_\_  
(date)

**Rancho Murieta Association**

  
\_\_\_\_\_  
7/1/2000  
\_\_\_\_\_  
(date)



# Rancho Murieta Association

June 30, 2000

Rancho Murieta CSD  
Attn: Ed Crouse  
15160 Jackson Highway  
Rancho Murieta, CA. 95683

Re: Rules Enforcement

Dear Ed,

Attached, please find a signed copy of the Agreement for Enforcement of Non-Safety Related, Non-Architectural Rules of RMA.

Please start enforcement in July with a maximum of 5 hours per month.

If you have any questions, please give me a call.

Sincerely,  
Rancho Murieta Association

Greg Vorster, CCAM, PCAM  
General Manager