

**REIMBURSEMENT AGREEMENT FOR FUNDING OF
CONSULTANT SERVICES FOR PREPARATION OF AN
ENVIRONMENTAL IMPACT REPORT FOR THE**

Rancho Dorado Subdivision

COUNTY FILE NUMBER TM 06-1426

EIR NUMBER (SCH) To Be Determined

THIS REIMBURSEMENT AGREEMENT is entered on the date set forth below by the County of El Dorado, a political subdivision of the State of California, hereinafter called "County", and **El Dorado Hills 2006**, hereinafter referred to as "Applicant," whose principal place of business is located at 1605 South State Street, Suite 112, Champaign, IL 61820..

WITNESSETH

WHEREAS, Applicant is proposing to develop certain real property in El Dorado County described as Assessor Parcel Number(s) 120-070-02 and has submitted an application for a tentative subdivision map creating 185 lots, 5.42 acres of public park, 37.04 acres of open space and 8.4 acres of public roads. The project is located on the north side of Highway 50, one-half mile west of the intersection with El Dorado Hills Blvd. in the El Dorado Hills area, the subject of pending application number(s) TM 06-1426.

WHEREAS, County has determined an Environmental Impact Report (EIR) is clearly required for the processing of the aforementioned project pursuant to CEQA Guidelines Section 15064 and hereinafter referred to as the "Rancho Dorado Subdivision EIR."

WHEREAS, the California Environmental Quality Act, Section 21082.1 authorizes the County to enter into agreements to prepare environmental assessments for a proposed project including the preparation of an Environmental Impact Report and Mitigation Monitoring Program, and

WHEREAS, the California Environmental Quality Act, Section 21089 authorizes the County to collect fees to recover the costs for the preparation and processing of environmental documents,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for a mechanism for the Applicant to reimburse the County for the costs incurred in the preparation of an EIR for the aforementioned project. Both County and Applicant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act of 1970 (Public Resources Code, 21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, 15000 et seq.) adopted pursuant thereto. This Agreement is subject to all other applicable laws, regulations, and ordinances including those of the County of El Dorado relating to payment of monies for services rendered.
2. **Project.** The project is the approval of a proposed Tentative Map application in order to develop a proposed tentative subdivision map creating 185 lots, 5.42 acres of public park, 37.04 acres of open space and 8.4 acres of public road, located on the north side of Highway 50, one-half mile west of the intersection with El Dorado Hills Blvd. in the El Dorado Hills area, the subject of pending

application number(s) TM 06-1426 on that real property described as Assessor Parcel Number(s) 120-070-02.

3. **Application.** The application is for the approval of the proposed Tentative Subdivision Map application in order to develop a proposed Rancho Dorado Subdivision, the subject of pending application number(s) TM 06-1426 on that real property described as Assessor Parcel Number(s) 120-070-02.
4. **Employment of Consultant as Independent Contractor.** The County, in furtherance of this Agreement shall engage a consultant, as an independent contractor, to prepare an EIR and to assist with its processing and certification for the project. The EIR shall be prepared for the County in fulfillment of the obligations of the County as the public agency having primary responsibility for discretionary actions involved in said project (Public Resources Code, 21082). Accordingly, Consultant shall prepare said report so as to be accurate and objective as reasonably possible. It is further agreed that in all matters pertinent to this application, the Consultant shall act solely as the Consultant to the County and shall not act, in any capacity as consultant to, representative of, or agent of the Applicant. The Applicant shall not engage in communications or contact with the Consultant without prior written authorization of the County.
5. **Funding for this Agreement.** The funding of this Agreement is provided for, and entirely by, the Applicant who shall make a deposit and maintain funds with the County to pay the cost of preparation of the EIR and the preparation of the Mitigation Monitoring Program, but not the implementation of said Mitigation Monitoring Program. Applicant, upon execution of this Agreement, shall deposit

with the County the sum of **One Hundred Forty-Six Thousand Nine Hundred Thirty-Nine dollars** (which equals 100% of the proposed total contract amount with Consultant of \$146,939.00) as compensation for the Consultant to be engaged by the County for preparation of the EIR and the preparation of the Mitigation Monitoring Program.

County shall draw against said funds deposited to pay all costs incurred pursuant to this Agreement. At the end of this Agreement, County shall provide Applicant with an accounting of the amounts disbursed from the fund to Consultant.

It is understood that the deposit, or deposits, made by the Applicant to fund this Agreement are the only source of funding for this Agreement and the Agreement contemplated between County and its Consultant. By deposit of the above-referenced funds, and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultant to do the necessary work to prepare the appropriate and necessary documents.

6. **Deposit.** The County shall place Applicant's deposits under this Agreement into a separate fund.
7. **Reimbursement.** Upon completion of the EIR or termination of this Agreement the County shall reimburse the Applicant for the difference between the County's costs to fund its Consultant, as set forth above, and the amount deposited if the total costs are less than the amount deposited by the Applicant.
8. **Conformity with Statutes, Decisions, Guidelines, and Ordinances.** The EIR shall be prepared in conformity with all applicable State statutes including but no

limited to the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, 21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, 15000 et seq.) adopted pursuant thereto, the Environmental Guidelines (objectives, criteria, and procedures pursuant to CEQA) last adopted by the County of El Dorado and in the format prescribed by the County. The execution of this Agreement shall not constitute a representation or assurance by the County that the EIR shall be certified or that the project will be approved.

9. **Interest of Applicant and Consultant.** The Applicant covenants that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree of the Consultant's services hereunder. Applicant covenants that it will notify the County if the County engages, or attempts to engage, a consultant who has performed any work or provided any services under contract or agreement directly with the project or any part of the project herein described or who has performed work of provided services for the Applicant on any other development project within the preceding five (5) years.

10. **Notices and Correspondence.**

A. Notices and correspondence to County shall be delivered to:

Greg Fuz, Director - Planning Services
El Dorado County Development Services Department
2850 Fairlane Court
Placerville, California 95667.

B. Notice and correspondence to Applicant shall be deemed delivered when personally delivered to, or 24 hours after mailing, addressed to Applicant as follows:

Thomas W. Galuski
El Dorado Hills 2006
1605 South State Street, Suite 112
Champaign, IL 61820

11. **Amendments.** No amendment of this Agreement shall be valid or binding unless made in writing, signed, and duly authorized on behalf of both parties.
12. **Administrator.** The County Officer or employee with responsibility for administering this Agreement is Gina Hunter, Principal Planner, Development Services Department, or successor.
13. **Termination.** Either the County or Applicant may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination. In the event of termination by either party, the County shall retain fees from the funds deposited an amount equal to all consultant fees and other costs incurred prior to the effective date of said termination. The balance of funds deposited by Applicant shall be reimbursed to the Applicant.
14. **Assignment.** This Agreement shall be binding upon the successors-in-interest and assigns of Applicant.
15. **Entire Agreement.** This document is the entire agreement between the parties. The execution of this Agreement shall not constitute a representation or assurance by the County that the EIR shall be certified.

16. **Agreement Negotiated.** It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654.

REQUESTING DEPARTMENT CONCURRENCE:

By: _____ Dated: _____
Gregory L. Fuz, Director
El Dorado County Development Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF ELDORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors "County"

ATTEST: _____

Cindy Keck
Clerk of the Board of Supervisors

-- APPLICANT --

Dated: _____

Applicant: El Dorado Hills 2006

By: _____

Title: _____

Dated: _____

By: _____

Assistant Secretary