



245-F1311

**Funding Agreement No. 006D-F-12/13-BOS
between the
County of El Dorado and Marble Valley, LLC
for
Preparation of an Environmental Impact Report
for The Village of Marble Valley Specific Plan**

COUNTY FILE NUMBER PA12-0004

THIS FUNDING AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marble Valley Company, LLC; a Delaware limited liability company, (hereinafter referred to as "Applicant") whose principal place of business is located at 4525 Serrano Parkway, El Dorado Hills, CA 95762.

WITNESSETH

WHEREAS, Applicant is proposing to develop real property composed of approximately 2,341 acres in the El Dorado Hills area. The property is located on the south side of State Highway 50 and southeast of the intersection of Marble Valley Road and Marble Ridge Road (Assessor's Parcels 087-200-74; 119-020-56, -57; 119-030-13 thru -19; 119-330-01). Applicant is applying for a Specific Plan (identified as The Village of Marble Valley), as well as a General Plan Amendment, Rezone, Tentative Subdivision Map, and Planned Development. Applicant proposes to construct approximately 3,235 residential units and 505,000 square feet of commercial use with approximately 1,315 acres of open space and 69 acres of public facility uses (the Project); and

WHEREAS, County has determined an Environmental Impact Report (hereinafter to as "EIR") is required for the processing of the Project pursuant to CEQA Guidelines Section 15064; and

WHEREAS, the California Environmental Quality Act, Section 21082.1 authorizes County to enter into agreements to prepare environmental documents for a proposed project including the preparation of an EIR 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, County and Applicant mutually agree as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an EIR and planning services for the Project. Both County and Applicant make this Agreement with full knowledge of the requirements of 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. 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.

ARTICLE II

Work: The work to be funded is the preparation of an EIR which considers the impacts of and alternatives to the proposed Project for The Village of Marble Valley Specific Plan and planning services to implement the plan on that real property described as Assessor Parcel Numbers: 087-200-74; 119-020-56, -57; 119-030-13 thru -19; 119-330-01.

ARTICLE III

Employment of Consultant as Independent Contractor: County shall engage ICF Jones & Stokes ("Consultant") as an independent contractor to prepare an Environmental Impact Report (hereinafter referred to as "EIR") and Pacific Municipal Consultants (PMC) ("Consultant" to provide planning services for the development of The Village of Marble Valley Specific Plan located in El Dorado Hills in El Dorado County, California.

The EIR shall be prepared for the County. It shall be prepared to be legally adequate to allow the County to meet its obligations as the CEQA lead agency to consider all discretionary actions necessary for the Project (Public Resources Code, §21082). Consultant shall prepare the EIR to be accurate and objective. Consultant shall act solely as Consultant to County and shall not act in any capacity as consultant to, representative of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County.

The execution of this Agreement shall not constitute a representation or assurance by County that the EIR shall be certified or that the project will be approved.

ARTICLE IV

Funding for this Agreement: Funding of this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of **One Hundred Eight Thousand Three Hundred Eighty Nine Dollars and 00/100 (\$108,389.00)**. This represents 30% of the estimated cost of preparation of the EIR and related planning services. Applicant agrees to maintain a minimum of \$108,389 in the account until there is less than 30% of the costs remaining. Applicant agrees to replenish the account within 15 days of receipt of written notice by the County.

The total amount of this Agreement **SHALL NOT EXCEED Three Hundred Sixty One Thousand Two Hundred Ninety Seven Dollars and 00/100 (\$361,297.00)**.

It is understood that the funds deposited by Applicant are the only source of funding for the Agreement contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE V

Deposit: County will place all deposits paid by Applicant pursuant to this Agreement into a separate fund. The deposit shall not bear interest.

ARTICLE VI

Reimbursement: Upon completion of the EIR or termination of this Agreement, County shall reimburse Applicant for any difference between County's costs to fund its Consultants, as set forth above, and the amounts deposited.

ARTICLE VII

Interest of Applicant and Consultant: Applicant covenants that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with 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 or provided services for Applicant on any other development project within the preceding five (5) years.

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MARBLE VALLEY, LLC
c/o KIRK BONE
4525 SERRANO PARKWAY
EL DORADO HILLS, CA 95762

Or to such other location as the Applicant directs.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Administrator: The County officer or employee with responsibility for administering this Agreement is Roger Trout, Director, Development Services Department, or successor.

ARTICLE XI

Termination: Either 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, County shall retain fees from the funds deposited in 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 Applicant.

ARTICLE XII

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Applicant.

ARTICLE XIII

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.

ARTICLE XIV

Entire Agreement: 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.

ARTICLE XV

Indemnity: Applicant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Applicant's obligations and performance under this Agreement regardless of the existence or degree of fault or negligence on the part of County, Applicant, Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Requesting Contract Administrator Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 12-7-12

Requesting Department Head Concurrence:

By: 
Roger Trout, Director
Development Services Department

Dated: 12-7-12

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

-- COUNTY OF EL DORADO --

Dated: 11/13/12

By: 
Chair **John R. Knight**
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 11/13/12

-- APPLICANT --

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
a California corporation, Managing Member

By: 
William R. Parker
Its: President

Dated: 11-27-12



ORIGINAL

Marble Valley Company, LLC

FIRST AMENDMENT TO FUNDING AGREEMENT No. 006D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0004

THIS FIRST AMENDMENT to that Funding Agreement No. 006D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marble Valley Company, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 006D-F-12/13-BOS, dated November 27, 2012, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"), provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Village of Marble Valley Specific Plan (Project); and

WHEREAS, County has determined that due to an increased level of public interest, unanticipated delays, and additional complexity of the Project resulting in a longer timeline, additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE I, Purpose**, and **ARTICLE II, Work**, to add professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE III, Employment of Consultant as Independent Contractor**, to add Goodwin Consulting Group, Inc. to provide professional consulting services for the Project; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE IV, Funding for this Agreement**, to increase the not-to-exceed amount of the Agreement by \$240,794.00, and to increase the deposit amount by \$72,238.00; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE VIII, Notice to Parties**; and

WHEREAS, the parties hereto have mutually determined and agreed to amend **ARTICLE X, Administrator**, to change County's Administrator; and

WHEREAS, the parties hereto have mutually determined and agreed to amend the Agreement to add **ARTICLE XVI, Change of Address; ARTICLE XVII, Audit by California State Auditor; ARTICLE XVIII, No Third Party Beneficiaries; ARTICLE XIX, Counterparts; and ARTICLE XX, Taxes**, to reflect updated County contracting provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this First Amendment to Funding Agreement No. 006D-F-12/13-BOS, as follows:

ARTICLE I, Purpose, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an EIR and to provide related planning and professional consulting services for the Project. Both County and Applicant make this Agreement with full knowledge of the requirements of 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. 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.

ARTICLE II, Work, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Work: The work to be funded is the preparation of an EIR which considers the impacts of and alternatives to the proposed Project for The Village of Marble Valley Specific Plan, and related planning and professional consulting services to implement the plan on that real property described as Assessor Parcel Numbers: 087-200-74; 119-020-56, -57; 119-030-13 thru -19; 119-330-01.

ARTICLE III, Employment of Consultant as Independent Contractor, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Employment of Consultant as Independent Contractor: County shall engage ICF Jones & Stokes, Inc. ("Consultant") as an independent contractor to prepare an EIR and Pacific Municipal Consultants, doing business as PMC ("Consultant"), as an independent contractor to provide planning services and Goodwin Consulting Group, Inc. ("Consultant") as an independent contractor to provide professional consulting

services for the development of The Village of Marble Valley Specific Plan located in El Dorado Hills in El Dorado County, California.

The EIR shall be prepared for the County. It shall be prepared to be legally adequate to allow the County to meet its obligations as the CEQA lead agency to consider all discretionary actions necessary for the Project (Public Resources Code, §21082). Consultant shall prepare the EIR to be accurate and objective. Consultant shall act solely as Consultant to County and shall not act in any capacity as consultant to, representative of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County.

The execution of this Agreement and this First Amendment to Funding Agreement No. 006D-F-12/13-BOS shall not constitute a representation or assurance by County that the EIR shall be certified or that the Project will be approved.

ARTICLE IV, Funding for this Agreement, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$108,389.00. Upon execution of this First Amendment to Funding Agreement No. 006D-F-12/13-BOS, Applicant shall deposit with County an additional sum of \$72,238.00 for a total deposit amount of \$180,627.00 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$180,627.00 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$602,091.00.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE VIII, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Applicant shall be addressed as follows:

Marble Valley Company, LLC
c/o Kirk Bone
4525 Serrano Parkway
El Dorado Hills, California 95762

or to such other location as Applicant directs.

ARTICLE X, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning Division, or successor.

The original Agreement is further amended to add the following new Articles:

ARTICLE XVI

Change of Address: In the event of a change in address for Applicant's principal place of business, Applicant's Agent for Service of Process, or Notices to Applicant, Applicant shall notify County in writing as provided in Article VIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVII

Audit by California State Auditor: Applicant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential

examinations and audits, Applicant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XIX


Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XX

Taxes: Applicant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Applicant to County. Applicant agrees that it shall not default on any obligations to County during the term of this Agreement.

Except as herein amended, all other parts and sections of Funding Agreement No. 006D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By:  _____ Dated: 2/27/14 _____
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Requesting Department Concurrence:

By:  _____ Dated: 3/3/14 _____
Kimberly A. Kerr, Acting Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement No. 006D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 3-11-14

By: 
Norma Santiago *Chair*
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3-11-14

- - APPLICANT - -

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
A California corporation, Managing Member

By: 
William R. Parker
Its: President

Dated: 2/26/14

Marble Valley Company, LLC

SECOND AMENDMENT TO FUNDING AGREEMENT No. 006D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0004

THIS SECOND AMENDMENT to that Funding Agreement No. 006D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marble Valley Company, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 006D-F-12/13-BOS, dated November 27, 2012, and the First Amendment dated March 11, 2014, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Village of Marble Valley Specific Plan (Project);

WHEREAS, County has determined that due to unanticipated delays, changes to the Project, and additional complexity of the Project resulting in a longer timeline, additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project;

WHEREAS, the parties hereto desire to amend **ARTICLE IV, Funding for this Agreement**, to increase the not-to-exceed amount of the Agreement by \$199,719, and to increase the deposit amount by \$59,916;

WHEREAS, the parties hereto desire to amend **ARTICLE VIII, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this Second Amendment to the Agreement as follows:

ARTICLE IV, Funding for this Agreement, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV
Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$108,389. Upon execution of the First Amendment to the Agreement, Applicant

shall deposit with County an additional sum of \$72,238. Upon execution of this Second Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$59,916 for a total deposit amount of \$240,543 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$240,543 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$801,810.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

ARTICLE VIII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Applicant shall be addressed as follows:

Marble Valley Company, LLC
c/o Kirk Bone
4525 Serrano Parkway
El Dorado Hills, California 95762

or to such other location at Applicant directs.

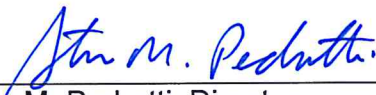
Except as herein amended, all other parts and sections of Funding Agreement No. 006D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 4/14/15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 4/14/15

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement No. 006D-F-12/13-BOS on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: 4-14-15

By: Brian K. Veerkamp
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 4-14-15

- - APPLICANT - -

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
A California corporation, Its Managing Member

By: [Signature]
William R. Parker
Its: President

Dated: 4-7-15

ORIGINAL

Marble Valley Company, LLC

THIRD AMENDMENT TO FUNDING AGREEMENT No. 006D-F-12/13-BOS

COUNTY FILE NUMBER PA12-0004

THIS THIRD AMENDMENT to that Funding Agreement No. 006D-F-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marble Valley Company, LLC, a Delaware limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 4525 Serrano Parkway, El Dorado Hills, California 95762 (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, Funding Agreement No. 006D-F-12/13-BOS, dated November 27, 2012, the First Amendment dated March 11, 2014, and the Second Amendment dated April 14, 2015, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); provides a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an Environmental Impact Report (EIR) and related planning services for the Village of Marble Valley Specific Plan (Project);

WHEREAS, County has determined that additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$137,340, and to increase the deposit amount by \$41,202, amending **ARTICLE IV, Funding for this Agreement**;

WHEREAS, the parties hereto desire to amend the Agreement to add **ARTICLE XXI, Authorized Signatures**, to reflect updated County contracting provisions;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Applicant mutually agree to amend the terms of the Agreement in this Third Amendment to the Agreement as follows:

ARTICLE IV, Funding for this Agreement, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Funding for this Agreement: Funding for this Agreement is provided entirely by Applicant. Upon execution of this Agreement, Applicant shall deposit with County the sum of \$108,389. Upon execution of the First Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$72,238. Upon execution of the Second

Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$59,916. Upon execution of this Third Amendment to the Agreement, Applicant shall deposit with County an additional sum of \$41,202 for a total deposit amount of \$281,745 as compensation for Consultants to be engaged by County for the preparation of an EIR for the Project, and to provide related planning and professional consulting services. The total amended deposit amount represents thirty percent (30%) of the estimated cost for the preparation of the EIR and related planning and professional consulting services. Applicant agrees to maintain a minimum of \$281,745 in the account until there is less than thirty percent (30%) of the costs remaining. Applicant agrees to replenish the account within fifteen (15) days of receipt of written notice by County.

The total amount of this Agreement, as amended, shall not exceed \$939,150.

It is understood that the funds deposited by Applicant are the only source of funding for the agreements contemplated between County and its Consultants. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants to do the necessary work.

The Agreement is further amended to add the following Article:

ARTICLE XXI

Authorized Signatures: 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 the obligations set forth herein.

Except as herein amended, all other parts and sections of Funding Agreement No. 006D-F-12/13-BOS shall remain unchanged and in full force and effect.

Requesting Administrator and Division Concurrence:

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 2/17/16

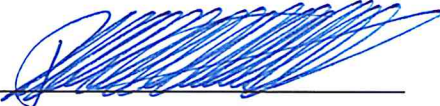
Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 2/18/16

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Funding Agreement No. 006D-F-12/13-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 3/8/16

Ron Mikulaco
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

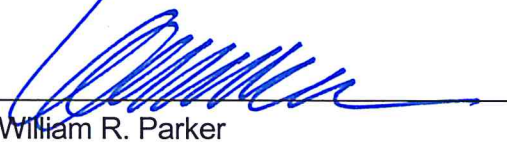
By: 
Deputy Clerk

Dated: 3/8/16

-- APPLICANT --

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
A California corporation, Its Managing Member

By: 
William R. Parker

Dated: 2-12-16

Its: President

WM
2/12/16

**Funding Agreement
Between
County of El Dorado and Marble Valley Company, LLC**

Funding Agreement #24-0007

COUNTY FILE NUMBER A14-0004/Z14-0006/SP12-0003/DA14-0002/PD14-0005

THIS FUNDING AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Marble Valley Company LLC; a Delaware Corporation, (hereinafter referred to as "Applicant") whose principal place of business is located at 4525 Serrano Parkway, El Dorado Hills, California 95762.

RECITALS

WHEREAS, Applicant is proposing to develop real property composed of approximately 2,341 acres in the El Dorado Hills area. The property is located on the south side of State Highway 50 and southeast of the intersection of Marble Valley Road and Marble Ridge Road (Assessor's Parcels 087-200-074; 119-020-057; 119-030-013 thru -019; 119-330-001). Applicant has filed for a development application for a General Plan Amendment, Rezone, Specific Plan (Village of Marble Valley Specific Plan), Development Agreement, and Planned Development. Applicant proposes to construct approximately 3,236 residential units and 475,000 square feet of commercial use with approximately 1,284 acres of open space and 87 acres of public facility uses (Project);

WHEREAS, an Environmental Impact Report (EIR) is required for the processing of the Project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15064;

WHEREAS, CEQA Section 21082.1 authorizes County to enter into agreements to prepare environmental documents for a proposed project including the preparation of an EIR and Mitigation Monitoring Program;

WHEREAS, CEQA Section 21089 authorizes County to collect fees to recover the costs for the preparation and processing of environmental documents;

WHEREAS, under Funding Agreement No. 006D-F-12/13-BOS and associated Amendments, the County collected a deposit in a total amount of \$281,745, representing thirty percent (30%) of the costs associated with preparation of the EIR and related

planning services, to be drawn against once completion of the Project EIR reached seventy percent (70%);

WHEREAS, in September 2016, the County began to draw on Funding Agreement No. 006D-F-12/13-BOS deposit of \$281,745, as the Project EIR was estimated to be at seventy percent (70%) completion per the assigned County Project Planner;

WHEREAS, Funding Agreement No. 006D-F-12/13-BOS deposit was depleted over time and the Applicant continued to pay invoices associated with the development of the Project EIR through monthly Time and Materials billings;

WHEREAS, currently the EIR for the Project is not yet complete, nor has final County action and/or withdrawal of the Project occurred due to comprehensive amendments to the CEQA Guidelines, including a new Fire Hazard section and a suite of provisions aimed at improving the analysis of greenhouse gas (GHG) emissions and climate change impacts in state environmental reviews, necessary revisions to the Air Quality section, and a general hold on the Project as requested by Applicant;

WHEREAS, the Project has resumed as of early 2023;

WHEREAS, County has determined that additional funding is required to complete the preparation of the EIR and provide related planning and professional consulting services for the Project; and

WHEREAS, due to Funding Agreement No. 006D-F-12/13-BOS deposit being depleted, the parties hereto desire to enter into this new Agreement, and upon execution, this Agreement shall supersede Funding Agreement No. 006D-F-12/13-BOS.

NOW, THEREFORE, County and Applicant mutually agree as follows:

ARTICLE I

Purpose: The purpose of this Agreement is to provide a mechanism for Applicant to reimburse County for the costs incurred in the preparation of an EIR and planning services for the Project. Both County and Applicant make this Agreement with full knowledge of the requirements of 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. 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.

ARTICLE II

Work: The work to be funded is the preparation of an EIR which considers the impacts of and alternatives to the proposed Project for the Village of Marble Valley Specific Plan, and planning services to implement the plan on that real property described as Assessor Parcel Numbers: 087-200-074; 119-020-057; 119-030-013 thru -019; 119-330-001.

ARTICLE III

Employment of Consultant as Independent Contractor: County has engaged various Consultants as independent contractors for preparation of the EIR and to provide planning services for the development of the Village of Marble Valley Specific Plan located in El Dorado County, California.

The EIR shall be prepared for the County. It shall be prepared to be legally adequate to allow the County to meet its obligations as the CEQA lead agency to consider all discretionary actions necessary for the Project (Public Resources Code, §21082). Consultant shall prepare the EIR to be accurate and objective. Consultant shall act solely as Consultant to County and shall not act in any capacity as consultant to, representative of, or agent of Applicant. Applicant shall not engage in communications or contact with Consultant without prior written authorization of County.

The execution of this Agreement shall not constitute a representation or assurance by County that the EIR shall be certified or that the Project will be approved.

ARTICLE IV

Funding for this Agreement: Funding of this Agreement is provided entirely by Applicant. Applicant acknowledges and agrees that Applicant is the sole source of funding for the agreements between County and its Consultants for the preparation of the Project EIR and related Project planning services, as well as compensation for County staff time.

- A. Applicant shall continue to pay invoices associated with the development of the Project EIR through monthly Time and Materials billings, as set forth in the Agreement for Payment of Processing Fees, dated November 19, 2012 and executed by Applicant as the Financially Responsible Party (SP12-0003). The Agreement for Payment of Processing Fees is attached hereto as Exhibit A and incorporated herein by reference as if set forth in full.
 - a. Through the Agreement for Payment of Processing Fees, Applicant is responsible for payment of all applicable fees associated with the Project, including fees and costs for consultant services, and is required to make payment within twenty-five (25) days of the date of the invoice. Additionally, any outstanding balances must be paid in full prior to being scheduled for County action. If payment is not received by County within ninety (90) days of said invoice, collection is initiated.

B. Within thirty (30) days of execution of this Agreement, Applicant shall deposit with County the sum of \$69,869.99. The total deposit amount represents thirty percent (30%) of the estimated remaining costs for completing the Project EIR and related planning and professional consulting services. The total estimated remaining costs to finalize the Project EIR are \$232,899.97.

Applicant agrees the deposit will be held until final County action and payment of any and all final Planning Division invoices associated with preparation of the Project EIR. By deposit of the above-referenced funds and by execution hereof, Applicant agrees that County may utilize said funds to compensate its Consultants and County staff if Applicant fails to pay any outstanding invoices after final County action and/or withdrawal of the Project.

It is understood that County may request an additional deposit if there is a substantial increase in costs associated with development of the EIR. Such request shall require processing of an amendment to this Agreement.

ARTICLE V

Deposit: County will place all deposits paid by Applicant pursuant to this Agreement into the Project account in the Planning Project Special Revenue Fund. The deposit shall not bear interest.

ARTICLE VI

Reimbursement: Upon final County action and/or withdrawal of the Project, or termination of this Agreement, County shall retain fees from the funds deposited in an amount equal to all consultant fees, County staff time, and other costs incurred prior to the effective date of said termination. The remaining balance, if any, deposited by Applicant shall be reimbursed to Applicant.

ARTICLE VII

Interest of Applicant and Consultant: Applicant covenants that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with 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 or provided services for Applicant on any other development project within the preceding five (5) years.

ARTICLE VIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served

by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
PLANNING AND BUILDING DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: Ande Flower, Planning Manager

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MARBLE VALLEY
c/o KIRK BONE
4525 SERRANO PARKWAY
EL DORADO HILLS, CA 95762

Or to such other location as the Applicant directs.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE X

Administrator: The County officer or employee with responsibility for administering this Agreement is Ande Flower, Planning Manager, or successor.

ARTICLE XI

Termination: Either 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, County shall retain fees from the funds deposited in an amount equal to all consultant fees and other costs incurred prior to the effective date of said termination. The remaining balance, if any, deposited by Applicant shall be reimbursed to Applicant. Any termination of this Agreement will not impact the terms and conditions set forth in the Agreement for Payment of Processing Fees which remains in full force and effect until all of its terms and conditions are satisfied.

ARTICLE XII

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Applicant.

ARTICLE XIII

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.

ARTICLE XIV

Entire Agreement: 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. Upon execution, this Agreement shall supersede Funding Agreement No. 006D-F-12/13-BOS.

ARTICLE XV


Indemnity: To the fullest extent permitted by law, Applicant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Applicant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

Requesting Contract Administrator Concurrence:

By: 
Ande Flower, Deputy Director
Planning and Building Department

Dated: 5/7/2024

Requesting Department Head Concurrence:

By: 
Karen L. Garner, Director
Planning and Building Department

Dated: 5/7/24

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

- - COUNTY OF EL DORADO - -

By: Wendy Thomas
Board of Supervisors
"COUNTY"

Dated: 5-21-24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 5-21-24

- - APPLICANT - -

Marble Valley Company, LLC,
a Delaware limited liability company

By: W. R. Parker, Inc.,
A California corporation, Its Managing Member

By: [Signature]
William R. Parker
Its: President

Dated: 5/6/24

Funding Agreement #24-0007
Exhibit A - Agreement for Payment of Processing Fees



EL DORADO COUNTY PLANNING SERVICES

AGREEMENT FOR PAYMENT OF PROCESSING FEES

The parties, COUNTY OF EL DORADO, (hereinafter COUNTY) and

Marble Valley Company, LLC

SP12-0003

Name of Financially Responsible Party

Project File Number

the FINANCIALLY RESPONSIBLE PARTY (hereinafter FRP), agree as follows:

(The Village of Marble Valley Specific Plan)

1. This project is subject to time and materials method of billing or raises issues that may require significant staff and/or consultant time which might not be covered by the initial processing deposit/fee detailed in the County's land use development fee schedule included in Board of Supervisors Resolution No. 125-2010. Therefore, the FRP for this project will be billed at rate of \$100 per hour for time and materials for the processing of this project. The fee initially collected will be a deposit toward subsequent billings. If it is necessary to utilize consultant services, an additional deposit to cover consultant costs may be required prior to execution of the contract with the consultant.
2. Accounting of time spent on the project will be detailed monthly and a statement/invoice will be sent to the FRP.
3. The FRP is responsible for payment of all permit processing costs associated with this project. If payment is not received within 25 days of the date of an invoice, the County may elect to stop work and close the file. The County may require a new application and/or new deposit before resuming processing of the project. Projects with an outstanding balance due on their account that are not paid in full by the scheduled appearance on the Planning Commission, Zoning Administrator or Board of Supervisors agenda will not proceed until after any balance due is paid.
4. If during the course of processing, the FRP changes, the new FRP must complete an Agreement for Payment, which will release the previous FRP from further financial obligations and designate the new FRP.
5. The FRP understands and agrees that if the FRP owes any overdue balance for processing this project as defined in Item 2 above, Development Services will not accept any subsequent permit applications from the FRP until the outstanding balance due is paid.
6. FRP agrees to pay any and all remaining fees applicable under the County's land development fee resolution prior to map clearance for recordation or clearance for record of survey or issuance of any building or grading permits. No clearances or permits will be issued without receipt of full payment of fees applicable under the County's land development fee resolution, unless waived or adjusted in accordance with County Board of Supervisors Policy B-2.
7. COUNTY further advises FRP that if applicant appeals a decision on this project to another County entity, the full costs of processing the appeal will be charged to the FRP. An additional deposit of \$1,000 must be deposited with the County to defray appeal costs. If the County's costs for processing the appeal exceed this deposit, the FRP will be billed for the difference in a similar method as noted in Item 2 above.

Page 1 of 2

SP 12-0003

Exhibit A
1 of 2

3/11

Project File No. _____ Date _____

The Village of Marble Valley Special Plan

- 8. If payment is not received within 90 days of said statement/invoice, collection will be processed through small claims court and/or by filing a lien on the subject property. Unpaid balances turned over to the County Revenue Recovery Division will be assessed an additional 15 percent.
- 9. A \$25.00 processing fee will be charged for any check returned for insufficient funds.

Executed this 19th day of November 2012

FINANCIALLY RESPONSIBLE PARTY

Print Name Marble Valley Company, LLC, a Delaware limited liability company, By: W.R. Parker, Inc., a California corporation, its Managing Member

FINANCIALLY RESPONSIBLE PARTY

Print Name _____

William R. Parker
Signature
William R. Parker
President
4525 Serrano Parkway

Signature

Street Address

Street Address

El Dorado Hills, CA 95762

City State Zip

City State Zip

Send courtesy notice to:

Name

Street Address

City

State

Zip

COUNTY OF EL DORADO by:

[Signature]
Development Services Representative

CHANGE OF FINANCIALLY RESPONSIBLE PARTY (FRP)

If this document supersedes a previous Agreement for Payment, due to change in financial responsibility, the previous FRP must also sign to acknowledge release of responsibilities. Upon project completion, any remaining deposit will be refunded to the FRP currently on record.

PREVIOUS FINANCIALLY RESPONSIBLE PARTY:

Print Name

Signature

Street

City

State

Zip

Date of release of financial responsibility: _____