

CONTRACT ROUTING SHEET

Date Prepared: 12/06/2011

Need Date: 12/09/2011

PROCESSING DEPARTMENT:

Department: EMD for DSD
Dept. Contact: Michele Weimer
Phone #: 5670
Department
Head Signature: *Roger Hunt* 12-12-11

CONTRACTOR: *Duper*

Name: Dixon Ranch Partners, LLC
Address: 707 Commons Dr, 103
Sacramento, CA 95825
Phone: (916) 402-7611

RECEIVED
HUMAN RESOURCES DEPT
12-5 PM 4:06

CONTRACTING DEPARTMENT: Development Services - CHARGE TO 345100

Service Requested: Funding for planning services for Dixon Ranch subdivision
Contract Term: _____ Contract/Amendment Value: \$25,000.00
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: n/a

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

Approved: Disapproved: Date: 12/15/11 By: *PJJ*
Approved: Disapproved: Date: 1/4/12 By: *PJ*

if comments addressed
Funding agmt for PMC svcs needs revision like the
consult memo - reads like a funding agmt for an EIR ✓
1/4/12 - changes made - resubmitted - thanks (mw)

EL DORADO COUNTY COUNSEL
2011 DEC 12 PM 3:47

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 1/6/12 By: *KKen*
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____



297-F1211

**Funding Agreement No. 005D-F-11/12-PA
between the
County of El Dorado and Dixon Ranch Partners, LLC
for
Planning Services for the Dixon Ranch Subdivision**

COUNTY FILE NUMBERS TM11-1505, A11-0006, PD11-0006, Z11-0008

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 Dixon Ranch Partners, LLC; a California limited liability company, (hereinafter referred to as "Applicant") whose principal place of business is located at 707 Commons Drive, Suite 103, Sacramento, CA 95825.

W I T N E S S E T H

WHEREAS, Applicant is proposing to develop certain real property in El Dorado County described as Assessor Parcel Numbers 126-020-01, 126-020-02, 126-020-03, 126-020-04, and 126-150-23 and has submitted application for a proposed subdivision, the subject of pending application number(s) TM11-1505, A11-0006, PD11-0006, Z11-0008; and

WHEREAS, the applicant wants this project expedited and has agreed to pay for an outside planner to work on the project.

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 for planning services for the processing of development applications and review of an EIR (prepared under a separate agreement with a separate consultant) for the Dixon Ranch Subdivision 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

Project: The project is the consideration of applications for a residential subdivision of 714 units; the applications include a general plan amendment, a request for a rezone, and applications for a tentative map and development plan (A11-0006, Z11-0008, TM11-1505, PD11-0006) on that real property described as Assessor's Parcel Numbers: 126-020-01, 126-020-02, 126-020-03, 126-020-04, and 126-150-23.

ARTICLE III

Employment of Consultant as Independent Contractor: County, in furtherance of this Agreement, shall engage a consultant ("Consultant"), as an independent contractor, to work as a planner for the Dixon Ranch Subdivision project, performing duties as assigned by the Development Services Department, including but not limited to reviewing the draft Environmental Impact Report, coordinating with County staff, and drafting staff reports for the development of the Dixon Ranch subdivision located El Dorado Hills in El Dorado County, California.

It is further agreed that in all matters pertinent to this Application, 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.

ARTICLE IV

Funding for this Agreement: Funding of this Agreement is provided entirely by Applicant, who shall make a deposit of funds with the County equal to the total amount of each Consultant Task Order prior to the issuance of the Task Order Notice to Proceed. Funds shall be deposited within 15 (fifteen) days of notice from the County of Task Order approval. Applicant, upon execution of this Agreement, shall deposit with County the sum equal to the amount of Task Order 1 as compensation for Consultant to be engaged by County for staff planning services associated with the preparation of the EIR.

The total amount of this Agreement **SHALL NOT EXCEED Twenty Five Thousand Dollars and 00/100 (\$25,000).**

It is understood that the deposit, or deposits, made by 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.

ARTICLE V

Deposit: County shall place Applicant's deposit under this Agreement into a separate fund. The deposit shall not bear interest.

ARTICLE VI

Reimbursement: Upon completion of the project or termination of this Agreement, County shall reimburse Applicant for the difference between 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 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
DEVELOPMENT SERVICES DEPARTMENT
ATTN: ROGER TROUT, DEVELOPMENT SERVICES DIRECTOR
2850 FAIRLANE COURT
PLACERVILLE, CA 95667

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

DIXON RANCH PARTNERS, LLC
c/o JOEL KOROTKIN
707 COMMONS DRIVE, SUITE 103
SACRAMENTO, CA 95825

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: _____ Dated: _____
Roger P. Trout
Director
Development Services Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Roger P. Trout
Director
Development Services Department

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
John Knight, Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

- - APPLICANT - -

By: _____

Joel Korotkin
Managing Member
"Applicant"

Dated: _____