

AGREEMENT WITH THE CITY OF AGOURA HILLS
FOR PAYMENT OF COSTS IN CONNECTION WITH THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION

NAME OF APPLICANT: Aitan Hillel

APPLICANT'S ADDRESS: 164 W. Del Mar Avenue
Pasadena, CA 91105

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attention: Greg Ramirez

COMMENCEMENT DATE: August 24, 2006

TERMINATION DATE: September 24, 2006

CONSIDERATION: \$31,663

AGREEMENT FOR PAYMENT OF COSTS
IN CONNECTION WITH THE PREPARATION OF
ENVIRONMENTAL DOCUMENTATION

THIS AGREEMENT is made this _____ day of _____,
by and between the City of Agoura Hills (hereinafter "City") and
Aitan Hillel (hereinafter "Applicant").

1. Applicant requests that California Environmental Quality Act documentation ("environmental documentation") be prepared for and under the direction of City but at Applicant's expense, for consideration in connection with processing of the proposed project (the "Project") at Lots 17 and 19 at the southeast corner of Driver Avenue and Canwood Street, A.P.N. 2052-008-017 and -019, Case Nos. 05-SPR-015, 05-OTP-023 and 05-SP-024.

2. Costs for preparation of the environmental documentation will be as follows:

a. Costs incurred pursuant to a contract between Rincon Consultants (hereinafter "Consultant") and City for preparation of the environmental documentation, a copy of which is attached hereto as Exhibit A. Consultant's estimate of the maximum cost of Consultant's services in the preparation of the environmental documentation is \$26,386.00 ("Consultant's Cost").

b. Staff time for research, writing, reviewing and processing, calculated by the number of hours spent times the current hourly rate of the employee or contractor, plus general overhead costs. This amount is estimated to be 20% of Consultant's Cost, i.e. \$5,277.00 ("Administrative Cost").

c. Actual costs of materials, printing, mailing and publishing as applicable.

d. Additional consultant and administrative costs not included within the estimates in subsections (b) and (c) of this Section, to the extent such additional costs arise out of (1) new information supplied to the City regarding the project or its environmental impacts following circulation of the draft environmental document, (2) incomplete or inaccurate information supplied to the City by Applicant or Applicant's agents, or (3) revisions to the environmental document made necessary, in the City's judgment, by changes to the Applicant's project.

3. Applicant hereby agrees to pay City in full for all costs and expenses incurred by City for preparation of the environmental documentation. Concurrently with execution of this Agreement, Applicant shall pay City the full amount of \$31,663.00 (Consultant's Cost plus Administrative Cost) to defray the costs of preparation of the environmental documentation and agrees to pay such additional sums as may be billed by City for preparation

of the environmental documentation within 15 days from the date of any invoice, or prior to consideration of the Project by the City Planning Commission or City Council, whichever first occurs.

4. Any excess of the amount deposited over the actual cost incurred in connection with preparation of the environmental documentation shall be refunded by City to Applicant within 15 days from the date the Notice of Determination for the Project is filed with the County Clerk.

5. In the event Applicant abandons the Project and upon written request from Applicant directed to City's Director of Planning and Community Development, City will terminate or suspend performance of work by Consultant under the contract between City and Consultant. Applicant shall pay City for all costs incurred by City pursuant to its contract with Consultant and for all administrative and actual costs incurred by City.

6. Applicant shall not communicate with or discuss any matters relating to the preparation of environmental documentation with Consultant without prior approval from City's Director of Planning and Community Development or his duly authorized representative. Applicant shall address all questions regarding scheduling, content or distribution of the environmental documentation, or any related matters, to City staff, and not to Consultant. The purpose of this provision is to ensure that the environmental documentation is objective and is prepared on behalf of City, and not a document prepared for purposes of advocating approval of the Project.

7. Applicant hereby acknowledges and agrees as follows:

(a) City has sole discretion to select which of its employees are assigned to work on Applicant's applications;

(b) City has sole discretion to determine which persons City will hire as employees and contractors to work on the Applicant's applications.

(c) City has sole discretion to direct the work and evaluate the performance of the employees and contractors whom the City hires to work on Applicant's applications and City retains the right to terminate or replace at any time any employee or contractor who is assigned to work on Applicant's applications.

8. City and Applicant hereby acknowledge and agree that processing of Applicant's applications is not contingent on the hiring of any specific contractor or consultant.

9. City and Applicant hereby acknowledge and agree that the Applicant's duty to reimburse the City is not contingent upon the City's approval or disapproval of the Project or upon

the result of any action of the City.

10. This Agreement constitutes the entire agreement between the parties thereto with respect to the subject matter of this Agreement. City and Applicant acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.

11. Amendment. This Agreement may only be amended by a written document signed by the parties thereto.

12. Interpretation. This Agreement is deemed to have been prepared by all parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of contracts under the laws of the State of California.

CITY OF AGOURA HILLS

By: _____
Denis Weber
Mayor

ATTEST:

Kimberly M. Rodrigues
City Clerk

APPROVED AS TO FORM:

Craig A. Steele
City Attorney

APPLICANT

By: _____
Aitan Hillel

