

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

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AGREEMENT TO PAY FOR TIME & MATERIALS

Charges and Deposits

LAFCO charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with LAFCO. Individuals and agencies that request services, research, or review must provide a deposit toward project expenses, as listed on the attached current fee schedule, along with a signed copy of this agreement. All fees and deposits are subject to increase on a time and materials basis, in the event that the magnitude of the project justifies the increase.

The amount of staff time necessary to process any individual application cannot always be predicted in advance. Therefore, applicants should be aware that LAFCO charges may exceed the fee or applicable deposit. Unexpended deposits will be refunded.

LAFCO staff has discussed the Fee Schedule, including Department of Fish & Game and State Board of Equalization fees.

Applicant Initials

Staff Assignments

The Executive Officer shall assign LAFCO staff members to projects as appropriate. Should the scope of a project require that outside consulting or other needed services be obtained, the applicants will be responsible for the entire cost of recruitment, source selection and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the billing rate of a LAFCO staff member providing similar services.

Billing Procedure

An applicant should expect to submit payments to LAFCO at least three times:

- Upon the initiation of the petition
- After the completion of the AB-8 (property tax exchange) process
- After the Commission proceedings

Applicants are responsible for any extraordinary administrative costs as determined by the Executive Officer and detailed for the applicant in a written statement.

Any invoices prepared will detail tasks, hours, rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, the Executive Officer may stop all staff work until the applicant submits a requested payment of either a second deposit equal to the initial deposit amount or by the amount of the remaining balance at

that point in time. Projects with delinquent balances may not be scheduled for hearing and the Commission will consider applicants to have waived any and all statutory deadlines. Upon completion of a project, the Executive Officer will issue to the applicant a statement detailing all expenditures in excess of the deposit, or credits if warranted. Excess funds shall be refunded to the applicant as appropriate.

This form must be signed by the person responsible for payment and must be filed with LAFCO along with the applicable deposit when an application is filed or a request for staff services is submitted.

Questions regarding specific billing procedures should be directed to the LAFCO Executive Officer at (530) 295-2707.

Agreement

I certify that I have reviewed the above information, the attached LAFCO fee schedule, and State Board of Equalization fees. I agree, as project applicant or authorized representative, to pay El Dorado LAFCO for all staff services, materials, and other charges attributable to my application or request for services. I understand that services may be required before LAFCO receives a formal application, and I agree to pay for such services whenever incurred and regardless of whether a formal application is submitted to LAFCO. I also understand and agree that LAFCO's charges are payable regardless of whether the application is withdrawn, denied, abandoned or otherwise terminated prior to completion.

I understand that if the cost of services exceeds the deposit on file, staff work on my project may cease and my project may not be scheduled for hearing until additional funds are provided. I agree to remit the applicable State Board of Equalization filing fee when required. I agree to pay all charges either within six (6) months of the receipt of invoice if my project has not been scheduled for a hearing or within twelve (12) months after Commission action and prior to the filing of the Certificate of Completion for the project.

Applicant agrees that the fees are an initial deposit toward the actual cost of processing a proposal. The applicant shall enter into an agreement with the Executive Officer to provide for reimbursement to LAFCO for the actual costs of processing application. A refund shall be issued for any portion of the fee not utilized for processing.

Date	Signature of Property Owner/Applicant or Designated Agent	Printed Name	Title