

INTRODUCTION

It is the policy of Los Angeles (“County”) to recover from applicants for land development approvals the full cost of processing such applications, including all time spent by County staff to review, comment, coordinate and communicate with applicants and the public on the processing of a proposed application according to County Code Title 21 and Title 22. For application types where processing costs vary substantially between individual applications, the County establishes a Deposit Account to assure cost recovery. In such cases, an initial deposit is required, in an amount as set by ordinance to cover the estimated costs of the project review and processing application. In the event the initial deposit is not sufficient to cover actual costs or reaches 80 percent of the amount on deposit, an additional supplemental deposit will be required.

The cost associated with processing a discretionary permit that has a required Deposit Account with Los Angeles County Department of Regional Planning varies widely depending on the type of entitlement being applied for and the complexity of the project. Actual cost may vary substantially due to project location, environmental issues, planning constraints, appeals or code/ordinance compliance. The applicant is required to pay all costs associated with application processing, regardless of the original estimate provided or historic costs. When the application and case closure process is complete, any remaining funds in the Deposit Account will be refunded.

AGREEMENT

The person named as Financially Responsible Party in this document is herewith depositing, or has previously deposited with the County of Los Angeles the sum \$ _____ as follows for the project review and processing the application being filed with the County:

	<u>Plan No:</u>	<u>Type</u> (EIR/Tract Map/etc.)	<u>Project Name</u>	<u>Deposit Amount</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Said deposit and any subsequent deposits are made on behalf of the person, corporation or partnership named below as the “Financially Responsible Party”. With reference to said application and deposits, the Financially Responsible Party hereby acknowledges and agrees as follows:

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1. Said initial deposit and any subsequent deposits shall be held by the County in an account under the name of Financially Responsible Party, and Financially Responsible Party shall be considered the owner of all funds in said account. The funds remaining in said account at the completion of work shall be refunded to the Financially Responsible Party at the address below. In the case that the Financially Responsible Party transfers ownership of the subject property and wishes to transfer responsibility of the Deposit Account to the new owner, a Change of Financial Responsibility form must be completed to authorize transfer of ownership of funds in said account. The Financially Responsible Party may contact the assigned planner to request the form.
2. All costs incurred by the County in processing said application, including overhead, whether within or over the amount of project-specific initial review (typically 30 days), shall be paid by the Financially Responsible Party. This is the Financially Responsible Party's personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in Financially Responsible Party's business organization, or any other reason. As work proceeds on an application, actual County costs, as established by County Ordinance, will be charged against the deposit account. County is authorized to deduct such costs from said deposits at such times and in such amounts as County determines. The County may allow incremental deposit submittals by the Financially Responsible Party over the course of the project processing such as prior to each submittal, public review, and hearing(s), as applicable to the permit. "Costs incurred by the County" as identified in this paragraph may include costs for the services of an outside contractor. Where the County determines it is necessary to engage the services of an outside contractor or other County Departmental staff to assist with application processing, costs for such services are to be paid by the Financially Responsible Party in the same manner identified above. If the Financially Responsible Party withdraws an application not involving a violation of a County ordinance, County will cease processing of the application within one day and will proceed with the case closure process. The Financially Responsible Party is responsible for all case closure costs. Case closure costs will be minimized to the maximum extent practicable.
3. If it is determined that the initial deposit will not be adequate to cover all costs associated with application processing, additional monies may be required. County may make a written demand for additional deposit(s) and the Financially Responsible Party shall deposit with County such additional sums demanded within 30 calendar days of the date of County's request. If Financially Responsible Party fails to deposit such additional sums within said period, County staff will cease work on said application until such funds have been deposited. If no deposit is received within 30 calendar days, the County may forward said application to the appropriate decision-maker with a recommendation for denial. If at any point in the processing of the project, the deposit account becomes depleted, County staff shall stop work on the project until sufficient funds are restored. When the processing of the application is completed, any unused amount in deposit account will be refunded.
4. If the amount of costs incurred by County exceeds the amount of funds on deposit, and the Financially Responsible Party has failed to pay County sufficient funds to cover said deficit after demand, County may, in addition to ceasing work on said application, refer the

account to the Los Angeles County Department of Treasurer-Tax Collector for the collection of the outstanding balance in accordance with Los Angeles County Fiscal Manual 10.2.2., Accounts to Refer for Collection.

5. If County commences suit to recover any deficit in processing costs, the party prevailing in such suit shall be entitled to recover as costs from the other party its costs of litigation, including reasonable attorneys' fees.
6. In the event that any claim, action, or proceeding as described above is filed against the County, Financially Responsible Party shall within ten days of the filing make an initial deposit of \$5,000 from which actual costs and expense shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to permittee or permittee's counsel.
7. If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, Financially Responsible Party shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.
8. At the sole discretion of Financially Responsible Party the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the costs for collection and duplication of records and other related documents shall be paid by Financially Responsible Party according to County Code Section 2.170.010.
9. If the Financially Responsible Party fails to complete the Change of Financial Responsibility Form when they are no longer the Financially Responsible Party, then any remaining funds in the deposit account will automatically transfer to the new Financially Responsible Party.

Initials

10. The form will be utilized for the future additional deposit accounts associated with the above project.

PART A: FINANCIALLY RESPONSIBLE PARTY (required)

The information of the Financially Responsible Party provided below must be 100% accurate. If there is a refund, the check will be mailed to the name and address stated below. If the information stated on this form is inconsistent with our system, then the Financially Responsible Party must clarify and correct before the application can be accepted.

Also, a letter of Authorization is required if the Financially Responsible Party is a "company", stating that the Agent has the authority to complete and sign this form.

The Financially Responsible Party is a (check one):

Property owner Agent Applicant Other

Financially Responsible Party's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____

Email: _____

I have read this form and understand all funds deposited into the Deposit Account are owned by and any refund will be sent to the Financially Responsible Party listed above.

I understand and agree that the Financially Responsible Party is responsible for payment of all fees associated with this project including all hourly or other fees which may accrue during the review and/or post-issuance whether the permit issued or whether the application is canceled or denied before the permit issued.

Financially Responsible Party Signature: _____ Date: _____

Print Name: _____

(NOTARY TO BE ATTACHED)

FOR STAFF USE ONLY

Planner\Clerk: _____ Date: _____
