

EL DORADO LAFCO

LOCAL AGENCY FORMATION COMMISSION

550 Main Street Suite E • Placerville, CA 95667
(530) 295-2707 • lafco@edlafco.us • www.edlafco.us

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (“Agreement”) is entered into this _____ day of _____, 20__, by and between El Dorado LAFCO (“LAFCO”) and _____ (“Applicant”).

RECITALS

WHEREAS, Applicant is the owner of certain real property identified by El Dorado County Assessor Parcel Number(s) _____; and

WHEREAS, Applicant is applying for _____ (“Application”) with LAFCO; and

WHEREAS, Applicant understands and agrees to reimburse LAFCO for its staff, consultant, and legal costs in conjunction with its Application.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The parties agree that the recitals set forth above and the paragraph immediately preceding the recitals are true and correct and are incorporated into this Agreement.

2. Reimbursement. Applicant agrees to reimburse LAFCO for all of its costs incurred in conjunction with the Application, including, but not limited to, reviewing the Application and other project proposals prior to submission of the Application, coordination with affected agencies and review of related project documents, researching matters as needed, and managing conditions of approval. Such reimbursement shall be due and payable regardless of whether Applicant does not submit an Application or otherwise abandons or withdraws the Application and regardless of whether LAFCO approves the Application.

3. 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 Applicant will be responsible for the entire cost of recruitment, source selection and payment for such outside services. The Applicant is 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.

4. Invoicing Detail. LAFCO shall invoice Applicant on a bi-annual basis as detailed in Attachment A to this contract. LAFCO shall provide an invoice noting time spent on the project, each staff member’s hourly rate as well as a documentation of all materials or supplies purchased on behalf of Applicant. Applicant agrees to pay LAFCO within fifteen (15) days of receipt of the invoice.

5. Costs Not Exclusive. Applicant understands and agrees that its obligation to reimburse LAFCO is exclusive of any other fees that Applicant may be required to pay to El Dorado County, the State Department of Fish and Wildlife, and/or the State Board of Equalization.

6. Term. The term of this Agreement shall commence on the date that this Agreement is fully executed by both parties and shall terminate after LAFCO deems the project complete and LAFCO notifies Applicant of this Agreement’s termination.

7. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the Applicant, and their respective officers, officials, employees, agents, contractors, and permitted successors and assigns.

8. Billing Process and Procedures. LAFCO’s billing process and procedures are explained in Attachment A.

9. Attorneys’ Fees. If any action or proceeding, including arbitration, is commenced by either LAFCO or Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys’ fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs, and expert witness fees, including actual costs and attorneys’ fees on appeal.

10. Notice. Notices required under this Agreement shall be sent to the following:

If to LAFCO: El Dorado LAFCO
550 Main Street, Suite E
Placerville, CA 95667
Attn: Executive Officer

If to Applicant: _____

Notices given pursuant to this Agreement shall be deemed received as follows: (i) if sent by United States mail, five (5) days after deposit in the United States Mail, first class postage prepaid; or (ii) if by express courier service or hand delivery, on the date of receipt by the receiving party.

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

EL DORADO LAFCO

APPLICANT

By: _____
LAFCO Executive Officer
José C. Henríquez

By: _____
Landowner

Applicant Printed Name

Dated: _____

Dated: _____

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ATTACHMENT A BILLING PROCEDURES

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, the Applicant should be aware that LAFCO charges may exceed the fee or applicable deposit. Unexpended deposits will be refunded.

Billing Procedure

Applicant shall submit half of the deposit at the time of project initiation. The second half of the deposit will be required at completion of the AB-8 (property tax exchange) process. LAFCO staff will undertake an accounting of the cost of the application every June 30th and December 31st so long as the project's Certificate of Completion has not been filed. The Applicant will receive copies of this accounting detailing all expenses accrued at the time and all offsetting credits. The Applicant is expected to pay any outstanding balance before the project can be processed further. LAFCO will bill until the project is closed.

The Executive Officer may stop work on any proposal until the Applicant submits a requested payment. Excess funds shall be refunded to the Applicant as appropriate.

The Applicant is responsible for all mailings and correspondence costs associated with their petitions. The Applicant is also responsible for any other extraordinary administrative costs, as determined by the Executive Officer, and these will be detailed for the Applicant in a written statement.

Projects with delinquent balances may not be scheduled for hearing and the Commission will consider the Applicant to have waived any and all statutory deadlines. Excess funds shall be refunded to the Applicant as appropriate.

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