



City of
Laguna Woods

**COST RECOVERY AGREEMENT FOR
DEPOSIT-BASED PLANNING
APPLICATIONS**

Planning & Environmental Services Department
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I. INTRODUCTION

This Cost Recovery Agreement for Deposit-based Planning Applications is required for all planning projects for which the Laguna Woods City Council has established a deposit-based processing fee.

II. PROJECT INFORMATION (MUST MATCH "LAND USE PERMIT APPLICATION")

- 1) Project Address: _____
- 2) Assessor's Parcel Number(s): _____

III. TYPE OF PERMIT(S) (MUST MATCH "LAND USE PERMIT APPLICATION;" MAY ABBREVIATE)

IV. APPLICANT INFORMATION (MUST MATCH "LAND USE PERMIT APPLICATION")

- 1) Applicant's Legal Name: _____
- 2) Applicant's Firm's Name (if applicable): _____
- 3) Submitting on Behalf of: Self/Employer Client: _____

V. AGREEMENT

Leave the first three fields in this Section V blank.

This Cost Recovery Agreement for Deposit-based Planning Applications ("COST RECOVERY AGREEMENT"), is made and entered into this _____ day of _____ 20_____, by and among the City of Laguna Woods, a California municipal corporation ("CITY") and _____ ("APPLICANT").

(APPLICANT'S FIRM'S NAME (MUST MATCH LINE IV(#2) ABOVE OR, IF INAPPLICABLE, APPLICANT'S LEGAL NAME (MUST MATCH LINE IV(#1) ABOVE))

CITY and APPLICANT agree as follows:

- APPLICANT hereby agrees to pay all personnel and related direct and indirect costs for the review and processing of application(s) for the subject project, at such time as requested by CITY. Direct costs include, but are not limited to, review of project application(s) for completeness and processing of project application(s) by all applicable CITY departments, in-house and contract personnel; in-person, telephone, or written communication with the applicant, property owner(s),

Case # (CITY USE ONLY): _____

architect(s), contractor(s), engineer(s), or project manager(s), agent(s); map or exhibit development; independent contractor services; public noticing; preparation of agenda reports; and, attendance by at public hearings or meetings. CITY’s fully burdened indirect cost rate shall be applied to direct costs at an amount established by CITY’s City Council and as may change, without notice, at any time.

- Deposits paid at the time of application(s) are estimates of the minimum amount of personnel time and other costs required to process application(s). In the event the deposit(s) paid at the time of application(s) is/are not sufficient to reimburse CITY’s costs, APPLICANT shall provide additional deposits as requested by CITY. APPLICANT agrees that CITY shall be under no obligation to perform any further work or planning services with respect to the application(s) until APPLICANT provides all requested deposits.
- No interest shall accrue for APPLICANT on amounts deposited. Any unexpended amounts upon project completion will be returned and made payable to APPLICANT, irrespective of whether applicant or other person(s) paid any of the amounts deposited.

GENERAL. The person or persons executing this COST RECOVERY AGREEMENT on behalf of APPLICANT has reviewed this COST RECOVERY AGREEMENT and has had the opportunity to consult with legal counsel regarding it as APPLICANT has deemed appropriate.

AUTHORITY TO EXECUTE. The person or persons executing this COST RECOVERY AGREEMENT on behalf of APPLICANT represents and warrants that he/she/they has/have the authority to so execute this COST RECOVERY AGREEMENT and to bind APPLICANT to the performance of its obligations hereunder.

BINDING EFFECT. This COST RECOVERY AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SEVERABILITY. If any term, condition or covenant of this COST RECOVERY AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this COST RECOVERY AGREEMENT and APPLICANT’s application(s) shall not be affected thereby and this COST RECOVERY AGREEMENT and APPLICANT’s application(s) shall be read and construed without the invalid, void or unenforceable provision(s).

Signature of Applicant identified in Line IV(#1) above: _____

Date Signed by Applicant identified in Line IV(#1) above: _____

AGREED:

CITY MANAGER or ADMINISTRATIVE SERVICES DIRECTOR/CITY TREASURER
CITY OF LAGUNA WOODS

Date Signed: _____