

PROCESSING AGREEMENT FORM

Agreement for Payment of Costs of Development Application Processing

TO BE COMPLETED BY APPLICANT:

(For Staff Use Only)

Application or Permit #: _____

Date Received: _____

Purpose:

This form is provided to inform you of the obligation to pay all fees associated with the review of this application. Please refer to the [Schedule of Fees](#) for the effective fees and deposits.

This agreement is by and between the Town of Mammoth Lakes, hereafter "Town", and

_____ hereafter "Applicant".

Property Information:

Property Address: _____ Assessor Parcel Number: _____

Interest of Applicant: (e.g. legal owner, legal agent with Power of Attorney, etc.):

Billing Information:

Statements, requests for deposits or refunds shall be directed to Applicant at the address identified below:

Name: _____ Federal Tax ID No.: _____

Address: _____


Phone Number: _____ Email: _____

This is a legally binding agreement. You should read all provisions:

- A. Applicant agrees to pay all fees associated with the review of this application pursuant to the Schedule of Fees, even if the application is withdrawn in writing, not approved, approved subject to conditions or modified upon approval. Such costs include the Town's costs of retaining independent contractors and/or working groups that may include community stakeholders, local agencies, and Town employees to assist with processing the application. Hourly billing rates will apply to both staff and consultant time spent on the project.
- B. Applicant agrees to provide an initial retainer deposit in the amount of \$_____ at the time this Agreement is signed, and subsequent deposits within 30 days of the date requested in writing by the Town. The Town will not pay interest on deposits. Applicant agrees that it knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951, and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by Town, not to exceed 90 days. Failure to make any subsequent deposits may result in denial of an application for a development project.

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- C. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within thirty (30) days after the date of the deposit request or invoice, Town staff will cease work on the project until the required deposit or payment is made, subject to any other provisions of law.
- D. Deposits shall be applied toward the Town's costs in reviewing and processing the application. Town will hold the initial retainer deposit until the application processing is complete and final invoice is prepared. Town will send monthly statements indicating the charges against subsequent deposits. The Town may elect to send statements less frequently than monthly, if there is only limited monthly activity on the project.
- E. Applicant agrees to pay all fees associated with the review of this application. In the event that the accumulated periodic charges, including consultant fees, exceed the subsequent deposits previously received by Town, Town will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant hereby agrees to pay any and all amounts exceeding the subsequent deposits within thirty (30) days of the date of the invoice, and shall make any additional deposit required by Town.
- F. Town statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicant's additional cost.
- G. Applicant shall pay interest on all costs unpaid 30 days after the date of any invoice at the maximum legal rate, and the Town is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts.
- H. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section II. Invoices are due and payable within 30 days.
- I. Applicant further agrees that no building permits, temporary or final Certificate of Occupancy and/or subdivision acceptance for the project will be made or issued until all costs for review and processing are paid.
- J. Applicant shall provide written notice to the Town if any of the above information changes.
- K. Applicant acknowledges and agrees that Applicant's failure to provide complete, truthful and accurate information necessary to process the application, or to provide public notice as required, may result in a delay in processing the application, or may constitute grounds for denial or revocation of the permit requested herein, and may result in the Town ceasing processing this application and the related project, and treating the failure as my request to cease processing the application.
- L. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

 _____
Signature of Applicant

Date

(Print Name and Title)