



City of Chino Hills  
 14000 City Center Dr., Chino Hills, CA 91709  
 (909) 364-2600  
 www.chinohills.org

Comm. Dev. TDA: \_\_\_\_\_  
 Public Works TDA: \_\_\_\_\_  
 City Clerk TDA: \_\_\_\_\_  
 Received By: \_\_\_\_\_  
 Submittal Date: \_\_\_\_\_

## TRUST DEPOSIT ACCOUNT (TDA) APPLICATION/AGREEMENT

### **APPLICANT INFORMATION (the individual or entity financially responsible for the project)**

Name of Individual/Legal Entity: \_\_\_\_\_  
 (Individual name or entity name under which all financial transactions for this project will be conducted)

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **APPLICANT CONTACT (AUTHORIZED REP) INFORMATION**

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### **PROJECT INFORMATION**

Name of Project: \_\_\_\_\_

Project Description: \_\_\_\_\_

Project Location: \_\_\_\_\_

### **STATEMENT OF UNDERSTANDING AND TRUST DEPOSIT ACCOUNT AGREEMENT**

Certain land use and development proposals require review and approval by Community Development, Public Works, City Attorney, City Clerk, Planning Commission, and/or City Council. Charges for City staff time, consultants, legal fees, and reimbursable costs (postage, courier services, County Clerk charges, etc.) necessary for processing this application are cost recovery and will be based on the current City Council approved Master Schedule of Fees.

Additionally, certain agreements such as Communications License Agreements also require that a TDA be set up and this form can also be utilized for that purpose. In such cases, the Applicant is the entity that is seeking to enter into the agreement.

To process a land development project in the City of Chino Hills (City), a Trust Deposit Account (TDA) must be established prior to the City commencing any work on the project.

Further, the Applicant understands that the initial deposit is a retainer and not a fee. This deposit will be used to set up an account, against which fees shall be charged based on the hourly rates listed in the City Master Schedule of Fees in effect at the time the fees are incurred. The Applicant understands that, should the costs exceed the deposit, the Applicant will be billed for an additional deposit amount to cover any deficits and expected future charges. The necessary staff time charged will vary according to the complexity of the project. If the Applicant fails to pay the fees when due, the Applicant understands that City staff will stop working on the project. If the final costs are less, the unused portion of the deposit will be returned to the Applicant at the completion of the project, or final inspection, and staff has determined that all appropriate charges have been posted and collected against the TDA.

The following information must be provided, and the following provisions agreed upon, to establish a TDA:

1. **Written Consent.** When signing on behalf of the Applicant as an “Authorized Agent”, attach a notarized copy of the Power of Attorney or a notarized Letter of Authorization.
2. **Deposits.** Initial TDA deposit and/or any required supplemental payment requirements.
  - a. The Trust Deposit Account number must be placed on all checks to ensure proper posting of payments made.
  - b. There will be a returned check charge of \$25 for the first returned item and \$35 for subsequent items.
  - c. Once a check has been returned, Applicant must pay with a cashier’s check or cash.
3. **Stop Work.** A Stop Work Status will be issued if required TDA deposits are not paid within two weeks of the request for additional TDA funds. Furthermore, projects will not be brought before the approving body for review and approval if money is due. Work will re-commence once the funds are received. (If the Applicant does not agree with project charges and would like an opportunity to protest the charges without slowing work on the project, he/she may pay the required TDA supplemental amount in order to keep the project moving forward while the protest of charges is considered.)
4. **City Staff Project Manager (Project Manager).** The Project Manager will be the communication link between the Applicant and the City, except for issues that are purely financial in nature, which the Applicant may directly contact Finance Department staff.
5. **Monthly Statements.** On a monthly basis, the Finance Department will mail financial status statements to the Applicant, which will consist of project costs incurred by City staff, consultants, and legal fees, in addition to reimbursable costs, such as postage, courier services, County Clerk charges, etc.
6. **Disputes.** Applicant has 30 days from the date of preparation of the financial statement to dispute any charge(s).
  - a. Disputes shall be submitted, in writing, to the Finance Department. Finance staff will route disputes to the Project Manager and appropriate Department Director(s).
  - b. City will investigate any charge disputes within ten (10) business days of written notice of the dispute and will notify Applicant of outcome of investigation within five (5) additional business days. This decision will be final.
7. **Ancillary TDAs.** A separate, ancillary project TDA may be required for projects if there are approved technical consultant contracts issued to support the project, such as for environmental assessment, traffic study, quality control, engineering, etc. Deposits and charges will be managed separately from the primary project TDA.
8. **Change of ownership.**
  - a. If a change of ownership occurs for the project, the existing Applicant must notify the City in writing and must provide the effective date of the change.
  - b. The new legal entity will be required to sign a new TDA Application/Agreement.
9. **Refund Process.**
  - a. A refund for any remaining TDA funds will be issued at the completion of the project which occurs after the conclusion of the process or final inspection and all appropriate charges have been posted and collected against the TDA.
    - i. The Applicant is to request a refund by filling out the refund request application and submitting it to the Finance Department.
    - ii. If no refund is requested, any remaining funds may become the property of the City after the required notification period elapses, in accordance with California law.
    - iii. The party which provides the funds shall be the party entitled to the refund unless the Applicant arranges otherwise in writing.

- b. If a new Applicant acquires a project before its completion, the prior applicant may request a refund of any remaining TDA balance in the prior applicant’s account. Such a refund will not occur until at least 90 days has elapsed after the effective date of the change in project ownership, and all charges against the account have been tallied and paid.

**10. Miscellaneous:**

- a. Unspent TDA deposits will be applied to past due utility bills and receivables owed to the City before being refunded.
- b. Monthly statement financial questions are to be directed to the Finance Department.
- c. There is no guarantee that a project will be approved. Regardless of the approval or non-approval of a project, all costs for processing the project must be paid.
- d. City project staff will, to the best of their ability, provide an anticipated cost to process a project. Many factors impact the cost of processing a project, including the completeness and quality of a project submittal, the timeliness of required submittals, environmental issues/concerns, neighborhood issues/concerns, etc. For these reasons, staff can only provide a projected processing cost, but the ultimate cost may be higher. The Applicant is responsible to pay all costs to process a project, regardless of whether the costs are higher than staff’s initial projection.

**INDEMNIFICATION**

Applicant agrees to defend, indemnify, and hold harmless the City and its officers, contractors, consultants, employees, and commission members (collectively, “City”) from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney’s fees and costs of litigation), including any appeals thereto (collectively, “proceeding”) brought against the City with regard to any approvals issued in connection with the application(s) by the City, including any action taken pursuant to the California Environmental Quality Act. If Applicant is required to defend the City in connection with such proceeding, the City shall have and retain the right to approve counsel to so defend the City; and all significant decisions concerning the way the defense is conducted; and any and all settlements, which approval shall not be unreasonably withheld. The City shall also have and retain the right to not participate in the defense, except that the City agrees to reasonably cooperate with Applicant in the defense of the proceeding. If the City’s Attorney’s Office participates in the defense, all City Attorney fees and costs shall be paid by Applicant. Further, Applicant agrees to defend, indemnify, and hold harmless the City from and for all costs and fees incurred in additional investigation or study of, or for supplementing, revising, or amending, any document if made necessary by said proceeding.

**APPLICANT SIGNATURE(S)**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

I certify that I am presently the legal Applicant of the above-described property.

**AS THE APPLICANT, I ASSUME FULL RESPONSIBILITY FOR ALL COSTS INCURRED BY THE CITY IN PROCESSING THIS APPLICATION.**

**APPLICANT (AUTHORIZED REPRESENTATIVE) SIGNATURE(S)**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

When signing on behalf of the Applicant as an “Authorized Agent”, attach a notarized copy of the Power of Attorney or a notarized Letter of Authorization.

This is a public document subject to disclosure under the California Public Records Act.