

# At-Cost Fee Agreement

PJR-051

This Agreement is entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_, by and between \_\_\_\_\_ (Applicant), and the County of Sonoma Permit and Resource Management Department (PRMD).

## RECITALS

**WHEREAS**, Applicant has filed an Application for the following project:

Project Location:

---

---

---

---

Project Description:

---

---

---

---

---

---

---

---

**WHEREAS**, the County of Sonoma (County) has established and approved a fee schedule whereby the costs for the processing of such Applications are to be borne by the Applicant, including all costs of County staff time, professional and technical consultant services, legal services, and all other direct and indirect costs determined necessary by the County for processing of such Applications.

**WHEREAS**, the County's processing of such Applications includes, but is not limited to, verification that the Application is complete; review of relevant policies and codes; analysis of the Application by County staff and affected divisions, departments and agencies for conformance with standards and identification of issues; coordination of division, department and agency recommendations; coordination with Applicant and/or Applicant's representatives; preparation of environmental review documentation, determinations and notices; public hearing noticing, posting of information and response to public inquiries regarding the project; preparation of staff reports, presentation graphics, resolutions, ordinances and accompanying exhibits; presentation before one or more advisory and decision making bodies; issuance of conditions, permits, approval letters or certificates; conducting inspections and verifying pre-operational condition compliance. The cost of processing the Application also includes all costs associated with any appeals of any decisions on the Application.

**WHEREAS**, the County requires Applications for at-cost permits to be accompanied by an initial deposit in accordance with the County's approved fee schedule before the processing of the Application begins, which initial deposit will be paid by Applicant with the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the mutual covenants contained herein, the parties hereto agree as follows:

### Sonoma County Permit and Resource Management Department

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

## 1. Payment of Costs

The Applicant hereby agrees to pay all costs incurred or associated with the processing of the Application, including, but not limited to:

- a. All staff hours for reviewing files, conducting research and analysis, conducting site inspections, evaluating relevant policies and code requirements, and in consultation with legal counsel, other divisions, departments and agencies. Staff time for review of referrals shall not be billed to the account if those referrals were charged to the Applicant as flat fees in accordance with the fee ordinance in effect at the time of application.
- b. All staff hours for coordination with the Applicant, the Applicant's representatives and in responding to public inquiries.
- c. All staff hours for preparation of staff reports and presentation graphics; environmental documents, determinations, and notices; preliminary design review; posting public hearing notices; making presentations, attending meetings and public hearings before both advisory and decision-making bodies; preparing resolutions, ordinances, conditions, minutes, permits and approvals; and post approval filing and processing.
- d. Any consultant costs or technical assistance associated with conducting peer reviews of technical reports submitted by the Applicant or in obtaining any studies that may be required and contracted for by the County in connection with processing the Application. Estimated costs for consultant work shall be determined through the Request for Proposal process.
- e. Any consultant costs required for preparation of environmental documents that may be required. Estimated costs for consultant work shall be determined through the Request for Proposal process.
- f. All staff hours for preparing staff reports, attending meetings and public hearings and making presentations associated with any appeal on the project.
- g. All staff hours for verifying pre-operational condition compliance following the planning approvals up to and including final inspections and issuance of a certificate of occupancy; recordation of a final map, issuance of a use permit certificate or other final approval.
- h. All costs of legal review and consultation in connection with the processing of the Application and any appeals, and preparation of related environmental documents and the processing of the project.
- i. All staff hours for review and verification of any ongoing monitoring and post operational condition compliance that may be required by the planning approval. Staff hours for the ongoing monitoring program for compliance with the Aggregate Resource Management Plan shall be billed separately from those associated with the initial permitting requirements.
- j. Applicant shall be solely liable for payment of all costs of processing the Application, including but not limited to those costs referenced herein, even if the Application is withdrawn or denied. In the event that the Application is withdrawn or denied, Applicant agrees to pay all costs incurred for all processing work undertaken to the date of withdrawal or denial, whether or not such work is complete and whether or not the costs have previously been billed.

## 2. Deposits

The Applicant understands and agrees the Application will not be accepted for filing without payment of an initial deposit in accordance with the County approved fee schedule. Applicant further understands and agrees that additional deposits may be required during the course of the processing of the Application, in such amounts and at such times as deemed necessary by PRMD to cover the County's incurred and projected costs of processing the Application. In order that PRMD may, at all times, retain a deposit sufficient to cover the estimated costs of processing the Application, Applicant shall pay all requested additional deposits within thirty (30) days of receipt of a written request from PRMD. All deposits will be placed in a separate account used to pay actual costs of the County in accordance with paragraphs 1 and 4.

### **3. Estimated Costs**

PRMD agrees to provide a good faith estimate of the cost of processing the Application within 30 days of the filing of a **complete** Application. PRMD shall, at that time, request an additional deposit as necessary prior to continuing the processing of the Application. PRMD shall review monthly the status of the processing of the Application and the deposits on file to determine if additional deposits are required to ensure sufficient funds to complete the processing of the Application. PRMD shall promptly request in writing to Applicant any additional deposits required under this Agreement. If the Applicant modifies the Application, or new issues arise that require significant changes in the amount on deposit, PRMD agrees to provide an updated cost estimate.

### **4. Charges Against Deposits**

- a. Only the actual costs incurred in connection with the processing of the Application will be charged against the deposits received from the Applicant.
- b. PRMD shall provide the Applicant a statement of account approximately every three months. The statement of account shall include a listing of all deposits received and a brief description of all charges incurred in connection with the Application during the billing period.
- c. If, at any time, the Applicant identifies any error in the statement of account, the Applicant shall notify PRMD in writing of such alleged error within twenty (20) days of receipt of the statement of account. Failure to notify PRMD of any error within twenty (20) days of receipt of the statement of account shall be deemed a waiver of such error. Only the Director of PRMD may authorize adjustments to correct invoicing errors. Any decision of the Director of PRMD may be appealed to the Planning Commission or Board of Zoning Adjustments, as appropriate, as provided in the County Code Section 26-92-040.

### **5. Failure to Make Required Payment or Deposit**

In addition to any other remedy available under this Agreement, the Applicant understands and agrees that nonpayment of requested deposits or processing costs billed pursuant to this Agreement may, at PRMD's sole discretion, result in temporary or permanent cessation of processing of the Application and, after a noticed hearing, may result in the denial of the Application. PRMD may, at its sole discretion, cease permit processing and withhold scheduling of hearing dates, issuance of further permits or authorizations, use permit certificates, plan checks, building or grading permits, certificates of occupancy, and/or recordation of final map, etc. until all processing costs have been paid in full and all requested deposits made. The Applicant understands and agrees that no permit or approval issued in connection with the Application shall become effective or vested until all associated processing costs have been paid in full.

### **6. Delinquent Accounts**

If, at any time, costs incurred by the County exceed the amount on deposit, PRMD shall immediately notify the Applicant of the depletion of the account and request an additional deposit. The Applicant shall pay all amounts owing within 30 days of invoice. If the invoice for the additional deposit and/or any past due amounts is not paid within 30 days, PRMD may cease all processing of the Application. If the account remains past due for more than 60 days, the Applicant shall be notified in writing that the account is delinquent. If not paid within 15 days thereafter, the past due account will be sent to collections.

### **7. Final Accounting**

- a. If, at any time, the Applicant wishes to withdraw the Application, the Applicant shall send a written request for withdrawal of the Application to the project planner. Within 90 days of receipt of the letter requesting withdrawal, the County will issue a final project statement indicating the charges and balance remaining on deposit through the withdrawal date and will issue a refund of any unused deposits. The Applicant understands and agrees that, in the event of withdrawal of the Application, the Applicant will be liable for and will pay all costs incurred for all processing work undertaken on behalf of the project, whether or not such work is complete and whether or not the costs have previously been billed.
- b. In the event that the Application is denied, the County shall, within 90 days of project denial, issue a final project statement indicating the charges and balance remaining on deposit through the denial date and shall issue a refund of any unused deposits. The Applicant understands and agrees that, in the event of denial of the Application, the Applicant will be liable for and will pay all costs incurred for all processing work undertaken to the date of denial, whether or not such work is complete and whether or not the costs have previously been billed.

- c. In the event that the Application is approved, the County shall, within 90 days of the County's final action on the project, including verification of condition compliance, final inspection/certificate of occupancy or issuance of the use permit certificate, issue a final project statement indicating the charges and balance remaining on deposit through the date of final action and shall issue a refund of any unused deposits. In the event that extensive ongoing monitoring is required or where a project is phased, the at-cost account shall, at PRMD's sole discretion, remain open and billable until the monitoring or phasing is completed and signed off by the project planner.

**8. Owner Authorization and Assumption of Obligation**

The undersigned Applicant hereby represents that he/she either personally owns the subject property or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. The Applicant agrees to notify the County in writing prior to any change in ownership or status of any option agreements and to submit a written request for withdrawal of the Application or provide a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

\_\_\_\_\_  
Applicant Name (Please Print)

\_\_\_\_\_  
Title Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
*Signature of Applicant/Owner (Written Verification  
Signed by Property Owner Must Be Submitted  
Designating the Applicant as Authorized Agent)* Date

\_\_\_\_\_  
*Signature of Staff Member Verifying Agreement Complete* Date

----- ⓪ DO NOT WRITE BELOW THIS LINE - To Be Completed by PRMD Staff ⓪ -----

\_\_\_\_\_  
Project File Number: PCAS Number: