

At-Cost Project Reimbursement

PJR-095

PROJECT File: _____; request for _____

I, _____, the undersigned, hereby authorize the County of Sonoma to process the above referenced permit request in accordance with the Sonoma County Code. I am depositing \$ _____ as a *minimum* deposit to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended and other direct costs. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Sonoma County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Reimbursement Agreement:

1. Time spent by County of Sonoma staff in processing my application and any direct costs will be billed against the available deposit. **"Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the application. "Staff" includes any employee of the Permit and Resource Management Department (PRMD), the Department of Transportation and Public Works and/or the Office of the County Counsel.**
2. Staff will review the application for completeness and provide me with a good faith estimate of the full cost of processing the permit. This good faith estimate will be included in an At-Cost Fee Agreement. The At-Cost Fee Agreement shall be signed by the party responsible for payment of fees, and the requested additional deposit shall be submitted to PRMD to allow continued processing of the project.
3. If processing costs exceed the available deposit, I will receive quarterly invoices payable within 30 days of billing.
4. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing, staff shall notify me in writing and request an additional deposit amount estimated necessary to complete processing of my application. I agree to submit sufficient funds as requested by staff to process the project through the hearing process within 30 days of the request.
5. If the final cost is less than any additional deposits requested by the County (deposits that exceed the initial minimum deposit described above), the unused portion of the additional deposit will be refunded to me within 60 days of final project action.
6. If the final cost is more than the available deposit, I agree to pay the difference within 30 days of billing.
7. If I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my permit application, or after conducting a hearing, deny my permit application. If I fail to pay any invoices after my application is approved, I understand that my permit may not vest and may expire, or may be subject to revocation. .

8. If the County determines that any study submitted by the applicant requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. This cost may vary depending on the complexity of the analysis. Selection of any consultant for a peer review shall be at the sole discretion of the PRMD Director or his designee. The estimated cost of the peer review shall be paid prior to the County initiating any peer review by consultant.
9. I agree to pay the actual cost of any public notices for the project as required by State Law and Local Ordinance.
10. I may, in writing, request a further breakdown or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.
11. I agree to pay all costs related to permit condition compliance as specified in any conditions of approval for my permit/entitlement.

Note: This agreement does not include other agency review fees or the County Clerk Environmental Document filing fees.

Name of Property Owner or Corporate Principal Responsible or Appointed Designee for Payment of all County Processing Fees (*Please Print*):

Name of Company or Corporation (*if applicable*):

Mailing Address of the Property Owner or Corporation/Company responsible for paying processing fees:
If a Corporation, please attach a list of the names and titles of Corporate officers authorized to act on behalf of the Corporation

Signature:*

Date:

Email Address:

Phone Number:

***ATTENTION - The property owner (or Corporate principal) will be held responsible for all charges.**