



City Use Only
Account No. _____
Application No. _____

PROCESSING AGREEMENT

Agreement for Payment of Costs for City of Oakley Application Processing

TO BE COMPLETED BY APPLICANT:

This Agreement is by and between the City of Oakley, California, hereafter "City," and _____ hereinafter "Applicant", pursuant to City of Oakley Resolution No. 17-99.

1. PROJECT INFORMATION (Should match Section 1 of Universal Application)

Proposed Project Name: _____

Project Address: _____

Project Parcel Number: _____

General Plan (Existing/Proposed): _____

Zoning (Existing/Proposed): _____

Project Description (be specific, use additional pages if necessary):

2. APPLICANT INFORMATION (Should match Section 2 of Universal Application)

The Community Development Department will notify the Applicant of all proceedings regarding this application.

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Applicant Federal Tax ID or Social Security No: _____

*Signature: _____

(*Original ink signature is required)

3. CONTACT INFORMATION: (If different from Applicant Information)

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

4. BILLING INFORMATION: (Statements, requests for deposits or refunds shall be directed to):

Name: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Applicant Federal Tax ID or Social Security No: _____

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

A. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees (including consultants acting as city employees) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject to conditions or modified upon approval. Such costs also include the City's costs of retaining independent contractors to assist with processing the application. City's indirect and overhead costs will be applied to the time of City employees and consultants acting as city employees. All personnel and related direct, indirect, overhead and overtime rates for City employees (including consultants acting as city employees) shall be calculated annually by the City Manager, pursuant to City of Oakley Resolution 84-03.

B. Applicant agrees to make an initial deposit in the amount of \$_____ **(to be filled in by Staff upon submittal of application and payment)** at the time this Agreement is signed, and subsequent deposits within 30 days of the date requested by the City in writing. The City will not pay interest on deposits. Applicant agrees that 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 City, not to exceed 90 days. Failure to make any subsequent deposits may result in denial of an application for a development project.

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, City staff may 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 City's costs in reviewing and processing the application. City will send monthly statements indicating the charges against the initial deposit and any subsequent deposits. The City may elect to send statements less frequently than monthly, if there is only limited monthly activity on the project.

E. In the event that the accumulated periodic charges exceed the initial deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount

outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within thirty (30) days of the date of the invoice, and shall make any additional deposit required by City.

F. City 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 City 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 2. Invoices are due and payable within 30 days.

I. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.

J. Applicant shall provide written notice to the City if any of the above information changes.

K. Applicant agrees to indemnify and hold City harmless for all costs and expenses, including attorney's fees incurred by City or held to be the liability of the City, in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project. If Applicant is not the property owner, Applicant agrees to pay such costs unless the property owner also signs this Agreement, in which case both Applicant and the property owner shall be jointly liable for such costs.

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.

M. This Agreement is not assignable without written consent by the City of Oakley. The City of Oakley will not consent to assignment of this Agreement until all outstanding costs have been paid by Applicant.

APPLICANT:

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

CITY OF OAKLEY

Signature of City Representative: _____ Date: _____

Print Name and Title: _____