

# Engineering Division Services At-Cost Fee Agreement

## ENG-005

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 requested certain Engineering Division services which are defined as “At-Cost” in the currently adopted fee ordinance for the following Project (provide planning number if applicable, APN, address etc):

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

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

**WHEREAS**, the County of Sonoma (County) has established and approved a fee schedule whereby the costs for specific Engineering Division services 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 review, inspection or processing related to the above listed Project.

**WHEREAS**, the County's Engineering Division services include, but are not limited to those items listed in the current adopted fee ordinance, all of which include coordination/meeting with Applicant and/or Applicant's representatives:

- “Inspections” including, sewer inspection exceeding a specific dollar amount as specified in the currently adopted fee ordinance; public or private improvement inspection by County: inspection of Project as determined by County and/or Applicant's request to verify work has been completed per approved plans and standards; review of technical reports; coordination with other agencies and departments; County lab charges for roadway inspection in the public right-of-way; finaling permits and file maintenance; conducting maintenance or warranty inspection when required;
- “Abandonments” or “Vacations of Public Rights of Way”: verification of completeness of the application; analysis of the application by County staff; notification to affected departments and agencies; coordination of division, department and agency recommendations; public hearing noticing, posting of information and responding to public inquiries regarding the project; preparation of Board reports, presentation graphics, and accompanying exhibits; presentation before the Board of Supervisors; indexing of Project;

- "Plan Check" including, Subdivision and Non-subdivision Improvement Plan Check; Drainage Review-Major Developments: verification of completeness of the plans and supporting documentation; review of relevant policies, codes and technical reports; analysis of the plans by County staff and affected divisions, departments and agencies for conformance with standards, conditions of approval and identification of issues; signature on improvement plans and/or issuance of permits (excluding actual permit fees); preparation and administration of agreements;
- "Public Works" costs as set forth in the Department of Transportation and Public Works fee resolution designated as "At-Cost Basis Work" including: public road improvement plan check and TPW approval of plans; and construction inspection of signing/stripping, street lighting and traffic signal work.

**WHEREAS**, the County requires at-cost Projects to be accompanied by an initial deposit in accordance with the County's approved fee schedule before Engineering Division review, 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.

## 1. Payment of Costs

The Applicant hereby agrees to pay all costs incurred or associated with the review, processing and/or inspection of the Project, including, but not limited to:

- a. All staff hours for reviewing files, conducting research and analysis, conducting site inspections, evaluating conditions of approval, relevant policies and code requirements, and in consultation with legal counsel, other divisions, departments and agencies.
- b. All staff hours for coordination with the Applicant, the Applicant's representatives and in responding to public inquiries.
- c. All staff hours for review of plans; preparation of Board reports and presentation graphics; posting public hearing notices; making presentations, attending meetings and public hearings; processing permits and approvals; inspection work; 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 in connection with the Project. Estimated costs for consultant work shall be determined through the Request for Proposal process.
- e. All staff hours for verifying condition compliance including final inspections, review of reports, release of security and final approval.
- f. All costs of legal review and consultation in connection with the processing of the Project.
- g. Applicant shall be solely liable for payment of all costs of review, processing or inspection of the Project, including but not limited to those costs referenced herein, even if the Project is withdrawn or denied. In the event that the Project 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 request for Engineering Division services 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 Project, in such amounts and at such times as deemed necessary by PRMD to cover the County's incurred and projected costs of reviewing, inspecting or processing the Project. In order that PRMD may, at all times, retain a deposit sufficient to cover the estimated costs of reviewing, inspecting or processing the Project, 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 shall, upon a request for Engineering Division services, collect minimum fee deposits as outlined in the currently adopted fee ordinance and by the following:

- Plan Check: A minimum fee shall be paid with plan submittal per the currently adopted fee ordinance. Prior to each recheck, improvement plan signature and/or permit issuance, PRMD staff shall review the status of the Project and the deposits on file to determine if additional deposits are required. Plan checks, signature and/or permit issuance shall not occur if the account is delinquent.
- Inspections: Prior to improvement plan signature or sewer permit issuance, PRMD staff shall estimate the inspection fees and collect 100% of the estimate. Additional deposits may be needed during the project if the initial deposit is insufficient. Permits will not be finalized until any balance due is paid.
- Vacations: Prior to scheduling a public hearing, PRMD staff shall review the status of the Project and the deposits on file to determine if additional deposits are required to complete processing the Project. PRMD shall promptly request in writing any additional deposits required under this Agreement.

If the Applicant modifies the Project, or new issues arise, significant changes in the amount on deposit may occur.

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

- a. Only the actual costs incurred in connection with review, inspection or processing of the Project 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.

### **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 cessation of review, inspection or processing of the Project and may result in improvement security being held or called. PRMD may, at its sole discretion, cease permit processing and withhold scheduling of hearing dates; issuance or finals on permits, plan checks, grading or encroachment permits; and/or recordation of subdivision 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 Project shall be finalized or recorded 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 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 costs already incurred is not paid within 30 days, PRMD may cease all work on the Project. 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 prior to a subdivision map recordation, the Applicant wishes to withdraw the Project, the Applicant shall send a written request for withdrawal of the Project to the project planner (if applicable) as well as any Engineering Division staff reviewing the Project. 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 Project, 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. If the Applicant wishes to withdraw a project following recordation of a subdivision map, a reversion to acreage must be processed by the Applicant (at additional cost) prior to the County considering any refund of unused deposits.

- b. In the event that the Project 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 Project, 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. The County shall, within 90 days of the it's final action on the project, including recordation, verification of condition/permit compliance and final inspection including maintenance or warranty inspection, 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 excess of the minimum fee.

**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 Project or provide a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

Billing Information:

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Company/Entity

\_\_\_\_\_  
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

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

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

\_\_\_\_\_  
PCAS Number: