



COST RECOVERY AGREEMENT

Agreement for Payment of Full Cost Recovery Fees for Application Processing and Inspection Services
(Not required for flat fee applications; contact Community Development Dept. if you have any questions.)

_____, (“Applicant”) agree(s) to pay
[Print name(s) of Property Owner (or Authorized Agent) and Applicant (if different from Owner)]
to the City of Novato all reimbursable costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for land use and/or encroachment or grading permit for land use approval(s) and inspection(s) with respect to the subject property or project located at:

[Location, Address or Assessor’s Parcel Number(s)]

even if the application is withdrawn or not approved. Reimbursable costs include but are not limited to all items within the scope of the City’s adopted Cost Recovery Program, as well as the cost of retaining professional and technical consultant services and any services necessary to perform functions related to review and processing of the applications and inspection of the work. Owner and Applicant understand that one or more deposits will be required to be paid by Owner and/or Applicant to cover the costs noted above at such time(s) and of such amounts as requested by the Community Development Director or designee. City agrees to review and process the application in accordance with this Agreement and all applicable laws, regulations, ordinances, standards and policies. This agreement applies to all subsequent applications related to the project.

Owner and Applicant understand and agree that nonpayment of processing and inspection fees pursuant to the City’s Cost Recovery Program may, at the sole and exclusive discretion of the Community Development Director, result in temporary or permanent cessation of processing of the application or inspection of the work and, after notice, may result in the denial of the application and/or order to cease work. Prior to completion of processing of any phase of the project, any and all outstanding amounts due pursuant to this agreement shall be paid. The Community Development Department will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, etc. until all required processing and inspection fees have been paid in full.

The applicant agrees to adhere to the following guidelines with respect to the billing of processing and inspection fees:

1. Non-receipt of invoices must be brought to our attention within 30 days of the date they are routinely received by your office.
2. Invoices presented without sufficient “backup” documentation shall be brought to our attention within 30 days of the receipt of invoice from the City.
3. Questions regarding specific charges that you believe may be questionable and/or incorrect must be brought to our attention no later than 30 days following receipt of your invoice and corresponding documentation.

Failure to comply with the aforementioned procedures within the specific times may, if research of billing information is requested, result in additional charges for clerical time spent and will be billed at our cost recovery rate. Please note that with the exception of documented disputed amounts, finance charges will be assessed at the rate of 12% per annum or 1% per month on all past due amounts.

In any legal action arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including costs and attorneys' fees.

As part of this application, the Applicant agrees to defend, indemnify, release and hold harmless the City, its elected officials, officials, agents, attorneys, employees, boards, and commissions from any and all claims, actions, proceedings, losses, costs, liabilities, or expenses brought against or incurred by any of the foregoing individuals or entities ("indemnitees") where the same arises from or is related to the City's: (i) acceptance and/or consideration of this application or the project contemplated by this application, and/or (ii) approval, denial, acceptance, or continuance of this application, the project contemplated by this application, and/or the related environmental document or determination under the California Environmental Quality Act (CEQA) or otherwise. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including the Applicant, third parties and/or the indemnitees, whether or not there is concurrent, passive or active negligence on the part of the indemnitees.

Nothing in this agreement shall prohibit the City from participating in the defense of any claim, action or proceeding. In the event that the Applicant is required to defend the indemnitees in connection with any said claim, action or proceeding, the City shall retain the right to (i) approve the counsel to so defend the indemnitees, (ii) approve all significant decisions concerning the matter in which the defense is conducted, and (iii) approve any and all settlements, which approvals shall not be unreasonably withheld by the City.

The City shall also have the right not to participate in said defense, except that the City agrees to cooperate with the Applicant in the defense of said claim, action or proceeding. If the City chooses to have counsel of its own defend any claim, action or proceeding where the Applicant has already retained counsel to defend the City in such matters, the fees and expenses of the counsel selected by the City shall be paid by the City.

The Applicant also agrees to so indemnify the indemnitees for all costs incurred in additional investigation or study, or for supplementing, redrafting, revising or amending any document (e.g., the EIR, Specific Plan Amendment, Specific Plan, General Plan Amendment, Rezone, etc.) if such is made necessary by the claim, action or proceeding and if the Applicant desires approvals from the City which are conditioned on the approval of said documents.

The undersigned Owner/Authorized Agent hereby represents that he/she either personally owns the subject property or is an entity authorized to install and maintain facilities for provision of utility, telecommunications, video, voice or data transmission service in the public street right of way or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. Applicant agrees to be jointly and severally liable with Owner for payment of all fees referenced above. Applicant agrees to notify City in writing prior to any change in ownership and to submit a written assumption of the obligations under this Agreement signed by the new owner or his/her authorized agent.

Project Description: _____

Invoices are due and payable within ten (10) days. A penalty will be charged on delinquent accounts at the rate of 1% per month or 12% per annum. Owner agrees that delinquent amounts shall constitute a lien on the subject property and expressly consents to recordation of a notice of lien and/or copy of this Agreement against the subject property with respect to any amounts which are delinquent.

Printed Name of Property Owner

Title (if applicable)

Telephone:

Address:

Signature of Property Owner/Applicant

Date:

Or

Signature of Authorized Agent

Date:

(Written Verification Signed by Property Owner Must be Submitted Designating the Authorized Agent)

And

Signature of Applicant (if different from Owner)

Date:

Signature of Staff Member Verifying Agreement Complete

Date:

Do not write below this line.

DEPARTMENTAL USE ONLY

Application Submittal Information:

Received By: _____ Date: _____

Deemed Complete By: _____ Date: _____

Acted on By: _____ Date: _____

PROJECT No. _____

Application Fee/Deposit Information:

Planning ☐ Flat Fee OR ☐ Deposit Amt.: _____

Engineering Flat Fee Amt.: _____

Total Amt.: _____

Paid Date: _____ Initials: _____