



CITY OF BENICIA

Development Services Department

COST RECOVERY AGREEMENT

Project Information

Project Name: _____ Application/Permit No.: _____

Project Address: _____

Project Description: _____

Billing Information

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Contact Information

Property Owner/Authorized Agent

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Applicant

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

AGREEMENT FOR PAYMENT OF FULL COST RECOVERY FEES FOR BUILDING SAFETY APPLICATION PROCESSING

The undersigned agree(s) to pay to the City of Benicia all incurred actual costs, both direct and indirect, including any applicable fees, such as plan retention fees, professional and technical consultant fees, legal fees, City of Benicia staff time and any additional costs associated with review and processing of the subject project even if the application is withdrawn or not approved.

Property Owner/Authorized Agent and Applicant understand and acknowledge that one or more deposits will be required to cover the costs for services noted above at such time(s) and of such amount(s) as requested by the Development Services Department Director or designee and that reimbursable costs will be charged against the deposit(s). Any deposit funds remaining after all

applicable costs have been deducted will be returned to the applicant without interest thereon. 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 described above.

Late Charge. Property Owner/Authorized Agent and Applicant acknowledges that the late payment of any Eligible Costs will cause City to incur additional costs, including administration and collection costs and processing and accounting of expenses (“Delinquency Costs”). If City has not received payment of all Eligible Costs within thirty (30) calendar days of the date of the Invoice, the Invoice is considered overdue and Developer shall immediately be charged a late charge of five percent (5%) of the delinquent amount. The City is then authorized to pay such Late Charge from a Security Deposit, if one exists, along with the amount of the unpaid Invoice of Eligible Costs in accordance with Section 5. City and Property Owner/Authorized Agent and Applicant recognize that the expenses that City shall suffer as a result of the Applicant’s failure to make timely payments is difficult to ascertain and agree that said five percent (5%) late charge represents a reasonable estimate of the Delinquency Costs that would be incurred by City. City’s acceptance of any such late charge does not equate with a waiver of Applicant’s default with respect to the overdue amount, or prevent City from exercising any rights and remedies available under this Agreement.

Property Owner/Authorized Agent and Applicant also understand and acknowledge that nonpayment of cost for services may, at the sole and exclusive discretion of the Development Services Director, result in temporary or permanent cessation of processing of the application 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 Development Services Department will withhold issuance of further plan checks, entitlements, permits, certificates of occupancy, or other entitlements related to the property until all required processing and inspection fees have been paid in full.

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

Property Owner/Authorized Agent and Applicant agree to defend, indemnify, indemnify (including reimbursement of all fees and costs reasonably incurred by separate counsel retained by the City) and hold harmless the City and its elected and appointed officials, officers, agents and employees, from and against any and all liability, loss, damage, or expense, including without limitation reasonable attorneys’ fees which City may suffer or incur as a result of any claims relating to or arising from the Project or any portion of the Project.

The undersigned Property Owner/Authorized Agent 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 the owner. The undersigned Applicant agrees to be jointly and severally liable with the Property Owner/Authorized Agent for payment of all fees referenced above. The Applicant agrees to notify the 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.

Agreement for Payment of Full Cost Recovery Fees for Building Safety Application Processing

Property Owner/Authorized Agent

Applicant

Signature

Signature

Date

Date