



PROCESSING AGREEMENT FORM
 Agreement for Payment of Costs of Development Application Processing

FOR CITY USE ONLY	
Application or Permit #:	_____
Address of Project:	_____
Issue Date:	_____

This Agreement is by and between the City of Fort Bragg, hereinafter "City," and _____ hereinafter "Applicant."

Project Description: _____

1. PROPERTY INFORMATION:

Property Location: _____ Interest of Applicant: _____
 (if not fee ownership)

2. APPLICANT INFORMATION:

Applicant Name: _____ Applicant Phone No.: _____

Firm Name: _____

Address: _____ Applicant Federal Tax ID or

Social Security No.: _____

3. CONTACT INFORMATION:

Contact Name: _____ Contact Phone No.: _____

Address (if different): _____

4. INITIAL DEPOSIT AMOUNT:

Subsequent Deposit Amount: _____ DATE RECEIVED: _____
 Subsequent Deposit Amount: _____ Date Received: _____
 Subsequent Deposit Amount: _____ Date Received: _____

5. BILLING INFORMATION:

Statements, requests for deposits or refunds shall be directed to Applicant identified in Section 2 above unless stated otherwise below:

Name: _____ Federal Tax ID No.: _____

Address: _____

- A. Applicant agrees to pay all personnel and related direct, indirect and overhead costs for review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions or modified upon approval. Applicant agrees to make deposit(s) and/or reimbursement(s) to be applied toward the above costs in an amount and at such time as requested in writing by the Community Development Director and/or the City Manager. If Applicant does not submit such requested funds within fourteen (14) days after they are requested, staff may stop work on the project until the payment is made. Applicant further agrees that no Certificate of Occupancy for the project will be issued until all costs are paid.
- B. Interest will accrue on all costs unpaid 30 days after a deposit or reimbursement request by the City at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted for billing information. Invoices are due and payable within 30 days.
- C. Applicant shall provide written notice to the Finance Department in the event that there is a change in Applicant's interest in the property, the project, or the billing address or contact person for said project. Said Notice shall be mailed first class, postage paid, certified mail to: Finance Director and Community Development Director, 416 N. Franklin Street, Fort Bragg, California 95437. Applicant shall remain responsible for all outstanding costs incurred by City.
- D. Applicant agrees to defend, indemnify, release and hold harmless the City of Fort Bragg, its agents, officers, attorneys, employees, boards and commissions, as more particularly set forth in Fort Bragg Municipal Code Chapter 18.77, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attach, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. The indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the Applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent, passive or active negligence on the part of the City, its agents, officers, attorneys, employees, boards and commissions.
- E. 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.

Signature of Applicant: _____ Date: _____

Print Name and Title: _____

CITY OF FORT BRAGG

By: _____ Date: _____
Linda Ruffing, City Manager

ATTACHMENT "B"
CITY OF FORT BRAGG
DEVELOPER DEPOSIT CHARGE SLIP

Developer to be Charged: _____

Acct #: _____

Date: _____

Staff Costs:

Hours: _____ Rate: _____ Charge: \$ _____

Specific Task Performed: _____

Consultant Fees:

Hours: _____ Rate: _____ Charge: \$ _____

Specific Task Performed: _____

Copies and Postage:

Copies 8 1/2 X 11 Rate: \$.15 per page Charge: \$ _____

Copies 8 1/2 x 14 Rate: \$.15 per page Charge: \$ _____

Copies 11 x 17 Rate: \$.30 per page Charge: \$ _____

Postage: Charge: \$ _____

Total: \$ _____

Specific Task Performed: _____

Other Services/Products:

Vendor: _____ Charge: \$ _____

Description of Service/Product: _____

Additional Comments: _____

Staff Signature: _____

Date: _____

Approval Signature: _____

Date: _____

Finance Dept. Only:

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Recorded By: _____

Date: _____