



City of Rohnert Park Development Services
Acknowledgement of Reimbursement Obligation for
Payment of Full Cost Recovery Fees for Application Processing and Inspection Services
(Not required for flat fee applications)

FOR CITY USE ONLY	
Application #:	_____
Deposit Amount \$:	_____
Check #:	_____ Staff: _____

This Reimbursement Obligation is by and between _____, hereafter "Financially Responsible Party," and the City of Rohnert Park, hereafter "City."

Check here if Financially Responsible Party is the same as Applicant shown on the Application
 Check here if Financially Responsible Party is also Property Owner shown on the Application

Name: _____ Firm Name: _____
 Title: _____ Address: _____
 Phone No. _____ City _____
 E-mail address _____ State, Zip _____

PROJECT NAME/DESCRIPTION: _____
 PROPERTY ADDRESS: _____

The Financially Responsible Party hereby represents that he/she 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 the Obligation on behalf of the Owner.

The Financially Responsible Party acknowledges and agrees to pay to the City an initial deposit which shall be placed in a refundable deposit account and shall be used to defray all processing costs incurred by the City that are associated with this project. Reimbursable costs include, but are not limited to, all items within the scope of the City's adopted Cost Recovery Ordinance (*Rohnert Park Municipal Code, Chapter 3.32 - Cost Recovery—Fee and Service Charge System*) as well as the actual and administrative costs of retaining professional and technical consultant services and any services necessary to perform functions related to review and processing of the application and monitoring of the work. The rate for such services will be established in a manner consistent with existing City practices.

Financially Responsible Party acknowledges and agrees that additional deposits may be required while the application is processed, in such amounts and at such times as the City deems necessary to cover the City's incurred and projected processing costs. If the processing costs exceed or are reasonably expected to exceed the initial or existing deposit, the City may request the Financially Responsible Party to pay additional funds to maintain a deposit account balance. Financially Responsible Party shall pay all requested additional deposits within ten (10) days of the date of a written request from City. City at its sole discretion may cease permit processing and suspend further activity on a project until all processing costs have been paid in full and/or all requested deposits are made. The payment and acceptance of requested deposits does not constitute an approval of permits, entitlements or authorizations to begin work.

Financially Responsible Party agrees to be jointly and severally liable with Property Owner for payment of all fees referenced above. The sale or other disposition of the property does not relieve the Financially Responsible Party of their obligation to maintain a positive balance in the deposit account, unless the City grants prior approval. Financially Responsible Party agrees to notify City in writing prior to any change in ownership or status of any option agreements and to submit a written request for withdrawal of the application or written assumption of the obligations under this agreement signed by the new owner or his/her authorized agent.

Withdrawal or denial of application does not relieve the Financially Responsible Party of their obligation to pay for costs incurred in connection with this application. The Financially Responsible Party shall be liable for and will pay all costs incurred for the project, up through the date of the written request for application withdrawal or date of denial, whether or not such work is complete and whether or not the costs have previously been billed.

Any funds remaining in the account after all associated processing activities have been completed shall be returned to the Financially Responsible Party.

Financially Responsible Party agrees to defend, indemnify, and hold harmless the City of Rohnert Park, its agents, officers, elected officials, employees, boards, and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul any approval of the application or related decision, or the adoption of any environmental documents or negative declaration which relates to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the City, its agents, officers, elected officials, employees, boards, and commissions. If for any reason, any portion of this indemnification is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the indemnification shall remain in full force and effect.

I have read and agree with all of the above.

Signature of Financially Responsible Party _____ **Date** _____

vi 2013-02-11