



COST RECOVERY AGREEMENT (Telecommunications Facilities)

1. By this Cost Recovery Agreement (“Agreement”) dated as of the ___ day of _____, 2022, by and between the City of Martinez (“City”) and _____ (“Applicant”), Applicant agrees to pay to the City all reimbursable costs, both direct and indirect, including State-mandated costs, associated with review and processing of the accompanying application for a conditional use permit with respect to the project consisting of: establishment of a new, or modification of an existing, wireless telecommunications facility at the specific location of: _____ (hereafter “Project”) even if the application is withdrawn, amended, conditionally approved, approved, or not approved. For purposes of this Agreement, the reimbursable costs the Applicant agrees to pay shall include all material and hourly costs (inclusive of salary and benefits) incurred by the City for any activities, functions, operations, or services the City deems necessary in connection with the review and processing of the Project approvals identified above, including the costs of retained legal, professional and technical consultants. This Agreement applies to all subsequent applications associated with the Project, for any costs or expenses that may be reimbursable in accordance with the City’s fee schedule.
2. Applicant understands and agrees that nonpayment of processing and inspection fees pursuant to the terms of this Agreement may, at the sole and exclusive discretion of the City Engineer or Community and Economic Development Director (whichever may be applicable), 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. The City Engineer or Community and Economic Development Director (whichever may be applicable) will withhold issuance of further plan checks, entitlements, permits, etc., until all required processing and inspection fees have been paid in full.
3. Applicant shall provide City with an administrative/processing non-interest bearing deposit (the “Deposit”) in the amount of **ten thousand dollars (\$10,000)** to defray Applicant’s costs related to the Project as described above. City will track and charge its costs against the Deposit by applying the applicable material or hourly costs incurred by City in connection with the Project.
4. Applicant agrees to replenish said Deposit upon notice from City that the balance available is less than 10% of the original Deposit amount. If Applicant fails to replenish the Deposit within 30 days of notice being given, City shall have no obligation to continue to perform in connection with the Project and the unexpended balance of the Deposit shall be retained by City for associated administrative costs.
5. City shall not commence review or processing of the Project or performance of any other acts in furtherance of consideration of the Agreement until it has received the Deposit.

6. City agrees to refund to Applicant any excess amounts not expended from either the original or replenished Deposit within 45 days of either: 1) the City's final determination of the Project; or 2) the withdrawal, expiration, or lapse for lack of prosecution of an application being made for the Project. In the event, however, there are insufficient funds in the original or replenished Deposit to pay for all of the unpaid reimbursable costs at the time that an application is withdrawn, expires or otherwise lapses, the Applicant shall pay such costs to the City within 15 days after the Applicant receives a written demand from the City of the amount of such costs. Upon the Applicant's written withdrawal, or expiration or lapse, of the application, and the Applicant's payment of all unpaid reimbursable costs, this Agreement shall terminate.

7. 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.

8. This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified only by a writing signed by the City and the Applicant.

9. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the parties execute this Agreement on the date first written above.

CITY

APPLICANT

City of Martinez
 525 Henrietta Street
 Martinez, CA 94553

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____