

DEVELOPMENT PROJECT PROCESSING AGREEMENT

Applicant's Name: _____ Phone: _____
Applicant's Address: _____
Project Type: _____
Agreement Date: _____ Deposit Amount: \$ _____ Receipt No.: _____
Deposit Account No.: _____ Project Account No.: _____

This agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a Development Project ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

WHEREAS, Applicant has made application to City for review of a Tentative Map, Subdivision Map, or a certain type of permit of the type aforementioned ("Project"), which City has required to be obtained as a condition of permitting Applicant to develop a parcel of property; and,

WHEREAS, City will incur expenses in order to process said Project through the various departments and before the various boards and commissions of the City ("Processing Services"); and,

WHEREAS, the purpose of this Agreement is to reimburse City for all expenses it will incur in connection with providing the Processing Services;

NOW, THEREFORE, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

- I. **Applicant's Duty to Pay:** Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Project, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as 'Applicant's Duty to Pay'.
 - A. **Applicant's Deposit Duty:** As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforementioned ("Deposit").
 1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the conclusion of processing Applicant's Project, any portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Project, the amount of the deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue to provide Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".
- II. **City's Duty:** City shall, upon the condition that Applicant is not in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide Processing Services in relation to Applicant's Project application.
 - A. City shall have no liability hereunder to Applicant for the failure to process Applicant's Project application, or for failure to process Applicant's Project within the time frame requested by Applicant or estimated by City.
 - B. By execution of this Agreement, Applicant shall have no right to the Project for which Applicant has applied. City shall use its discretion in evaluating Applicant's Project application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.
- III. **Remedies:**
 - A. **Suspension of Processing:** In addition to all other rights and remedies which City shall otherwise have at law or equity, City has the right to suspend and/or withhold the processing of the Project which is the subject matter of this Agreement, as well as the Project which may be the subject matter of any other Project which Applicant has before the City.
 - B. **Civil Collection:** In addition to all other rights and remedies which City shall otherwise have at law or equity, City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(OVER)

IV. Miscellaneous

- A. Notices: All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands, and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified adjacent to the signatures of the parties represented.
- B. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.
- C. Multiple Signatories: If there are multiple signatories to this Agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.
- D. Signatory Authority: The signatory to this Agreement hereby warrants and represents, that to be the duly designated agent for the applicant, and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Deposit Duty in the event of non-authorization to execute this Agreement by the Applicant.
- E. Hold Harmless: Applicant shall defend, indemnify, and hold harmless City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost, and expense (including without limitation, attorneys= fees) arising out of processing Applicant's Project, except only for those claims arising from the sole negligence or sole willful conduct of the City, its officers, or employees. Applicant's indemnification shall include any and all costs, expenses, attorneys= fees, and liability incurred by City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Applicant, at its own expense, shall, upon written request by City, defend any such suit or action brought against City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by and prior or subsequent declaration by Applicant.
- F. Administrative Claims Requirements and Procedures: No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

NOW, THEREFORE, the parties hereto, having read and understood the terms and conditions of this Agreement, do hereby express their consent to the terms hereof by setting there hand hereto on the date set forth adjacent thereto.

**CITY OF CHULA VISTA
276 FOURTH AVENUE
CHULA VISTA, CA 91910**

By: _____

Date: _____

APPLICANT

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____