

**ACKNOWLEDGEMENT AND AGREEMENT
LDE PLAN CHECK AND INSPECTION FEES FOR GRADING PERMITS**

Record Number: _____

Project Location: _____

I. Plan Check and Inspection Fees

APN _____

- a. I/We the Owner(s) of the subject property, understand that my/our application requires payment of plan check and inspection fees prior to issuance of the grading permit. The final fees will be calculated by Land Development Engineering (LDE) based on the currently adopted fee schedule and the engineer's estimate of the cost of the permitted improvements prepared by the LDE. The plan check and inspection services shall be billed at the adopted hourly rate if the actual staff time expended on the project exceeds the value of the fees calculated based on the engineer's estimate.
- b. Engineer's Estimate of probable construction cost is required at application intake otherwise your submittal will be deem **incomplete**. A non-refundable deposit for the plan check based on a percentage of the estimate value is required to be paid upon application intake for a grading permit. If the initial deposit for the plan check fee is exhausted during the course of the plan check process, additional funds will be required to continue the plan check process.
- c. The initial deposit, and any additional funds deposited for plan check, are a deposit against the final plan check fee amount. After the plan review process is complete, LDE will calculate the engineer's estimate and the final fee amount based upon the formula in the currently adopted Fee Schedule. If the final fee amount exceeds the deposit, the remaining balance will be due prior to permit issuance. If the deposit(s) exceed the final plan check fee, the excess funds will be applied to the inspection fee.
- d. Inspection Fees will be calculated using the engineer's estimate based on the formula in the most currently adopted Fee Schedule. The full fee amount shall be paid prior to permit issuance. If the value of the staff time expended providing inspection services exceeds the fees paid, the additional costs for inspection services will be billed at the adopted hourly rate.
- e. Typical staff tasks charged to a project include, but are not limited to, the following: intake and distribution of application, plans and other relevant materials; review of grading and drainage plans, and calculations; preparation and review of correspondence; discussions/meetings with owners, applicant and/or other interested parties; file maintenance; site inspections; off-site meetings; inspection services.
- f. The Owner/applicant are encouraged to periodically check on the status of the project. Questions regarding the status of hours charged to an application for plan check services may be addressed to the project engineer assigned to the project. Questions regarding the status of hours charged to an application for inspection services may be addressed by to the assigned inspector.
- g. Invoiced fees are due within 30 days of the date on the billing letter. Fees not paid within 30 days are considered late and are subject to collection at the expense of the Owner. While such fees are outstanding, the LDE reserves the right to cease all work on a project until the fees are paid in full.
- h. No permits will be issued or signed off if there are outstanding fees to be paid.

Agreement to Pay:

I/We the Owner(s) of subject property, hereby acknowledge, understand and agree to the above information related to fees and will pay all plan check and inspection fees and amounts billed for plan check and inspection services provided for the application and the permit.

II. Indemnity

I hereby agree to defend, indemnify and hold harmless the County and its officers, agents, employees, boards and commissions from any claim, action or proceeding brought by any other person or entity against the County or its officers, agents, employees, boards and commissions that arise from or is in any way related to the approval of this permit application, including but not limited to claims, actions or proceedings to attack, set aside, void or annul the permit approval. Notwithstanding the above, the County has the right to participate in the defense of any claim, action or proceeding provided the County bears its own costs and attorney fees directly associated with such participation and defend the action in good faith.

Owner's Name (Please Print)

Owner's Name (Please Print)

Owner's Signature

Date

Owner's Signature

Date