

**CITY OF CONCORD
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
TRUST ACCOUNT AGREEMENT**

The City of Concord (“City”) provides applicants with the ability to deposit funds into a “Trust Account” to pay for future fees and charges for development review projects, including but not limited to plan review, inspection, attending meetings/public meetings, or any applicable permit administrative fees, refundable security deposits, etc., incurred by or from any Community and Economic Development (CED) department division process or staff time in connection with an application for a development project within the City of Concord.

The purpose of this agreement is to set forth the parties’ understanding the rules and requirements governing the establishment and maintenance of a Trust Account, the ownership of Trust Account funds, and the use of Trust Account funds.

1. Trust Account funds are owned by the designated Trust Account Owner, as specified below. Deposits to a Trust Account can be made by any entity, but the funds become the property of the Trust Account Owner immediately upon receipt of City.
2. Trust Account Owner acknowledges that charges and fees incurred in processing the development application will be based on current City Council approved fee schedules (pursuant to the City’s Master Fees and Charges Schedule as set forth in Resolution 78-6042, as amended from time to time) and that the initial deposit is a retainer and not a fee. Trust Account Owner gives City permission to use the Trust Account funds to pay and to reimburse City for any fees and charges incurred in connection with the associated project from the designated Trust Account.
3. Separate Trust Accounts must be established for separate projects, and a separate Trust Account Agreement is required for each project/Trust Account. A Trust Account may be associated with only one project or with multiple permits if the account is established to be used for Building permits or Wide Load permits. All fees and charges associated with the designated project/permit(s) will be paid from the Trust Account.
4. City may not use Trust Account funds for any other purpose other than to pay the fees and charges on the project specified below.
5. City may set a minimum deposit amount (“threshold”) for a Trust Account balance, depending on the project’s anticipated costs. Such deposit may be increased at the discretion of City depending on the activity of associated project(s). The Trust Account Owner is responsible for providing an additional deposit within twenty (20) days after notification by City of any need for additional funds.
6. City may elect to suspend work on the project or permit associated with an inadequately funded Trust Account until such time as the Trust Account is adequately replenished. No permits or revisions will be issued until all fees and charges have been paid for said permits or revisions.

Any delay, suspension or cessation in processing the proposed project(s) or application caused by the Trust Account Owner’s failure to maintain adequate funds in the Trust Account shall be attributable to the Applicant for purposes of calculating timeframes under the applicable law for the Permit Streamlining Act (Govt. Code Sec. 65920 *et seq.*) and the California Environmental Quality Act (CEQA).
7. Trust Account Owner is responsible for monitoring its Trust Account activity and balances and is encouraged to check balances periodically with staff. Any objections, complaints or concerns of reimbursement payments from the Trust Account to City must be made within sixty (60) days after payment from the Trust Account.
8. City will deactivate a Trust Account and refund all remaining Trust Account funds upon written request only if all related obligations have been met. Such refunds may take up to four weeks to process. Unspent Trust Account funds will be refunded **only** to the Trust Account Owner

**CITY OF CONCORD
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
TRUST ACCOUNT AGREEMENT**

specified below at the address specified below (or as amended by a Trust Account Amendment Form.) The written request must include the Trust Account number or numbers to be deactivated and must be signed by the Trust Account Owner.

9. In addition to providing current contact information as set forth below, City requires an active email account to be associated with every Trust Account. City will make every effort to ensure that Trust Account activity is communicated on a regular basis, and will provide this information via email. This email address will be used for no other purpose other than to communicate with the Trust Account Owner as pertains to the Trust Account or related project/permit work.
10. It is the Trust Account Owner's responsibility to ensure that the contact information provided to City (including address, telephone number and email) is updated and current. Changes to associated projects, or address or telephone contact information, can be made by completing and submitting a Trust Account Amendment Form.

Trust Accounts are non-transferrable; therefore, no change can be made of the Trust Account Owner unless evidence of a legal change in the Trust Owner name, entity type, beneficiary/ies, and/or ownership of the Trust Account funds (as applicable) is provided to the City's satisfaction.

11. **INACTIVITY CLAUS:** City may, at its discretion, deactivate any Trust Account that has been inactive for a period of 12 months or more, and refund any unencumbered Trust Account funds to the Trust Account Owner at the address currently on file pursuant to this Trust Agreement or the most recent Trust Account Amendment. If such payment is returned as undeliverable, City will follow the publication process for unclaimed funds (Govt. Code Sec. 65920 *et seq.*) which may result in the Trust Account Owner forfeiting the amount in full.

If a Trust Account remains inactive (based on the last transaction date) and unclaimed for a period of four years, Trust Account Owner understands that the funds in the Trust Account may be forfeited. **It is the responsibility of the Trust Account Owner to ensure that a refund request is submitted in a timely fashion, and all contact information is kept current in order to avoid such forfeitures.**

12. The Trust Account Owner understands that receipt of the deposit by the City does not constitute an entitlement to commence work or discretionary approval of any project(s).
13. The validity, construction, and effect of this agreement and the Trust Account shall be governed by the laws of the State of California.

By signing below, I hereby acknowledge and agree to the above conditions and terms for the use of Trust Account(s), and certify that the information provided above is accurate to the best of my knowledge. I also further represent that I am duly authorized to sign and bind this agreement on behalf of the Applicant(s):

TRUST ACCOUNT OWNER:

Trust Account Owner's Signature: _____ Date: _____

Trust Account Owner's Name (print): _____

APPLICANT (if different from Trust Account Owner)

Applicant's Signature: _____ Date: _____

Applicant's Name (print): _____

FOR QUESTIONS REGARDING YOUR TRUST ACCOUNT, PLEASE CONTACT YOUR TRUST MANAGER (IDENTIFIED BELOW) AT: (925) 671-3107

**CITY OF CONCORD
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
TRUST ACCOUNT AGREEMENT**

Trust Account Owner and Applicant (if different from Trust Account Owner) must complete the following information:

| TRUST ACCOUNT OWNER INFORMATION (please print legibly): | |
|--|-----|
| Name: | |
| Street Address: | |
| City / State / Zip: | / / |
| Phone Number: | |
| Cell Phone Number: | |
| Email (Required): | |

| APPLICANT INFORMATION if different from Trust Account Owner (please print legibly): | |
|--|-----|
| Name: | |
| Street Address: | |
| City / State / Zip: | / / |
| Phone Number: | |
| Cell Phone Number: | |
| Email (Required): | |

| Project (or Permit Numbers) to be Associated with this Trust Account: | |
|--|-------------------------|
| Permit Number | Name/Description |
| | |
| | |
| | |

For City use only:

Trust Account Number: _____

Set up by: _____

Date: _____

Initial Deposit: _____

Check Number: _____

Minimum Threshold: _____

CED Division: _____

Trust Manager: _____

Extension: _____