

Agreement to Pay for Time and Materials and Indemnification Form

Charges and Deposits

City charges are based upon actual staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. Such charges may be incurred prior to or without the filing of an application with the City if “extensive staff assistance is required prior to receipt of an application”. Individuals and agencies who request services, research, or review must provide a deposit toward project expenses, as listed on the attached current fee schedule, along with a signed copy of this agreement. All deposits are subject to increase, should the City Planner determine that the magnitude of the project justifies the increase. The amount of staff time necessary to process any individual application cannot be easily predicted in advance. Therefore, applicants should be aware that City charges may exceed the applicable deposit. (Unexpended deposits will be refunded.)

Staff Assignments

The City shall assign staff members to projects as appropriate. Should the scope of a project require that outside consulting or other needed services be obtained, applicants will be responsible for the entire cost of recruitment, source selection, and payment for such outside services. Applicants are responsible for paying actual costs for any services obtained through contract, even if such costs exceed the charge-out rate of a regular staff member providing similar services.

Billing Procedure

City invoices will detail tasks, hours, staff charge-out rates, staff members responsible for work, and/or costs of contracted services. Invoices will also reflect the remaining balance of the initial deposit. Should the deposit be depleted, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be schedule for hearing, and the Council will consider applicants to have waived any and all statutory deadlines.

This form must be signed by the person responsible for payment and must be filed with the City along with the applicable deposit when an application is filed or a request for staff services is submitted.

Questions regarding specific billing procedures should be directed to the City at (530) 993-6750.

Agreement

I certify that I have received the above information, the attached City fee schedule and the application instructions. I agree, as project applicant or authorized representative, to pay the City for all services, materials, and other charges attributable to my application or request for services. I understand that services may be required before the City receives a formal application if extensive staff assistance is required prior to receipt of an application, and I agree to pay for such services whenever incurred and regardless of whether a formal application is submitted to the City. I also understand and agree that City’s charges are payable regardless of whether the application is withdrawn, denied, or otherwise terminated prior to completion.

I understand that if the cost of services exceeds the deposit on file, staff work on my project will cease, and my project will not be scheduled for hearing until additional funds are provided. I agree to remit the applicable filing fees such as the California Department of Fish and Game fees, when required. I agree to pay all charges within 30 days of receipt of invoice or in any case prior to the file of the Notice of Determination for the project.

Indemnity

Applicant Agrees to indemnify, save harmless, defend, and reimburse City for all reasonable expenses and attorney fees in connection with the defense of City and for any damages, penalties, fines or other costs imposed upon or incurred by the City should the City be named as a party in any litigation or administrative proceeding in connection with his/her/its application. Applicant agrees that the City shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that the City taking such actions shall not limit Applicant’s obligations to indemnify and reimburse defense costs or relieve Applicant of such obligations.

Applicant may request modification of the terms of this agreement in writing, with supporting reasons. Such modifications can be approved only by the full Council.

Date

Signature of Property Owner/Applicant or Authorized Representative

Title

Printed Name