



THIS BOX FOR STAFF USE ONLY:

Case or Work Order Number: \_\_\_\_\_

This Agreement is required for all Engineering Permits that have a Fee amount equal to the Job Costs per Master Fee Schedule Section VI - Public Works

Billing Authorization & Reimbursement Agreement for development related project costs

I, \_\_\_\_\_, the undersigned billing party (Person responsible for payment of project charges), am depositing \$\_\_\_\_\_ to cover staff review, coordination, and processing costs based on real time expended. I understand and agree to the following conditions of this agreement:

- 1. Staff time from some City of Fremont departments spent processing my request will be billed against the deposit fee. "Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or in writing to inquiries from the applicant, the applicant's representatives, neighbors, and interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, and engineering, landscape, and planning construction inspections for compliance with approved plans. Staff time includes both an allocation of overhead expenses, in addition to the actual salary and benefits paid to individual staff members.
2. This deposit typically covers only a portion of the total processing costs. Actual costs for staff time are based on individual hourly rates and service/material costs, such as public hearing notice publication and postage related to mailing public hearing notices. These costs apply even if the application is withdrawn or not approved. In the likely event that costs exceed the deposit, I understand I need to replenish the deposit and will be prompted to do so by City staff. I also understand I will receive periodic invoices payable upon receipt during the period when the deposit has been exhausted and the deposit has not yet been replenished. Unpaid invoices will be considered late after 30 days. I acknowledge I will be issued a refund at the completion of the project if excess funds have been paid to the City.
3. I may, in writing, request a breakdown of billed charges, but such a request is independent of the payment time frames. Non-payment of billed charges may result in any of the following actions until outstanding charges are paid in full:
a. Temporary cessation of processing my application;
b. Withholding final action on my application;
c. Cessation of work on all project-related applications and actions including any engineering, landscape or planning inspection of the work;
d. A determination that my application has been withdrawn without prejudice and closure of my file;
e. Outstanding invoices being sent to a City-designated collection agency;
f. Withholding of any approval documentation/subsequent processing of entitlements until full payment is received.



**City of Fremont Engineering Division**

39550 Liberty Street, P.O. Box 5006, Fremont, CA 94537-5006

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4. I authorize the City to offset any shortages in another account(s) on the same application or in any other accounts I might have with the City with excess funds from this account.
5. I agree to pay the City of Fremont the cost of placing a legal advertisement (if required) in a newspaper of general circulation as required by State law and local ordinance.
6. The City of Fremont may refer my application to outside consultants for the completion of site specific environmental or technical analyses/studies and/or may submit any study submitted with my application to an outside consultant for peer review. Should this type of work be necessary, I will be notified of the scope and cost of the work. I understand that the City of Fremont will set up a separate trust account to pay for this work. Consultant fees are separate from, and in addition to, City deposit fees paid for project processing, and shall be paid prior to the commencement of work by the consultant. Selection of the consultant is at the sole discretion of the City, but is typically based upon completeness of the proposal, followed by lowest price and/or expedient timeframe for completion of work.
7. I agree to pay all staff costs related to condition compliance/mitigation monitoring as specified in any conditions of approval for my permit.
8. I agree to the following standard contract terms and conditions:
  - a. This Reimbursement Agreement is severable. "Severable" means that if any provision of this Reimbursement Agreement is found by a court to be unenforceable, the rest of the Reimbursement Agreement will still be enforced so long as enforcing the remaining provisions of the Agreement would not frustrate the parties' intent in entering into the Agreement.



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- b. This Reimbursement Agreement will be interpreted according to California law, and any lawsuit brought under it shall be filed in a court of competent jurisdiction located in Alameda County.
- c. Any agreement to change the terms of this Reimbursement Agreement will not be enforceable unless it is in writing.
- d. The fact that either party waives (i.e., disregards) a breach under this Reimbursement Agreement does not mean that a future breach of the same or a different provision of the Agreement will also be waived.
- e. This Reimbursement Agreement contains the entire agreement between the parties regarding the subject matter of the Agreement. If there is a conflict between the text of the Reimbursement Agreement and anything that was said or understood between either party when the Reimbursement Agreement was executed, then the printed text of the Reimbursement Agreement controls.
- f. The person(s) signing this Reimbursement Agreement warrant(s) that he/she/they has/have legal authority to sign on behalf of anyone that he/she/they represent(s). In other words, if this Reimbursement Agreement is signed on behalf of other landowners or of an entity or organization, a person signing has authority to bind those other landowners or that entity or organization.
- g. The rights and obligations under this Reimbursement Agreement bind the successors and assigns of the respective parties.

\_\_\_\_\_  
Name of Billing Party (print)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Name of Company or Corporation (if applicable)

*If a corporation, please attach a list of corporate officers authorized to act on behalf of the corporation.*

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, and ZIP Code

\_\_\_\_\_  
Signature of Billing Party

\_\_\_\_\_  
Date

Note: The signature must be either (1) wet signed and scanned as a PDF file; or, (2) a verified electronic signature (i.e. DocuSign) in a PDF document.

**ATTENTION: The billing party (or Corporation principal) will be held responsible for all charges.**