



PROCESSING AGREEMENT

Agreement for Payment of Costs of Development Application Processing

FOR CITY USE ONLY	
Application or Permit #:	_____
Project Name:	_____
Address of Project:	_____
Issue Date:	_____
Finance Control #:	_____

TO BE COMPLETED BY APPLICANT:

This Agreement is by and between the City of Dublin, hereafter "City," and _____, hereafter "Applicant."

Project Description (the "Project"): A development project, including, but not limited to the following: _____

I. PROPERTY INFORMATION:

Property Location: _____

Interest of Applicant (e.g.; owner, tenant, lessee, optionee): _____

II. APPLICANT INFORMATION:

Applicant Name: _____ Phone No.: _____

Firm Name: _____ Email Address: _____

Address: _____ Federal Tax ID or Social Security No.: _____

III. BILLING INFORMATION:

Statements, requests for deposits or refunds shall be directed to Applicant identified in Section II above unless stated otherwise below:

Name: _____ Phone No.: _____

Firm Name: _____ Email Address: _____

Address: _____ Federal Tax ID or Social Security No.: _____

On _____ [DATE], Applicant submitted a project application to the City for a development project. In consideration of City processing the Project and in compliance with Dublin Municipal Code Chapter 8.124, Applicant agrees to pay all personnel and related direct, indirect and overhead costs for review, special studies, and processing necessary for the Project (the "Processing Costs"), even if the application is withdrawn, not approved, approved subject to conditions or modified upon approval. Applicant agrees to make a deposit(s) to be applied toward the Processing Costs, in an amount and at such time as requested by the City. Applicant acknowledges that the Processing Costs of the Project may exceed any deposit requested by the City. Applicant further agrees that the non-payment of Processing Costs and/or requested deposits entitles the City to discontinue processing the Project and/or to withhold Project occupancy. In the event that the City does not have authority to withhold Project occupancy, Applicant agrees to enter into an agreement with City prior to the approval of the last entitlement to be approved by the City (e.g., rezoning, parcel map, tentative or vesting tentative map, conditional use permit or site development review) to assure compliance with all conditions of approval and payment of all Processing Costs of the Project.

Invoices are due and payable within 30 days. Interest will accrue on all Processing Costs unpaid 30 days after billing at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted for billing information. No refunds shall occur until a 90-day period has passed without processing costs.

Applicant shall provide written notice to the Administrative Services Department in the event that there is a change in any information provided in this Agreement, which notice shall be mailed first class, postage paid, certified mail to: Administrative Services Director, 100 Civic Plaza, Dublin, California 94568. Applicant shall remain responsible for all outstanding Processing Costs incurred by City notwithstanding a change to any provided information.

Applicant agrees to hold harmless City and its officials, officers, employees and agents for all costs and expenses, including attorney's fees, incurred by City or held to be the liability of the City in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's Project.

This Agreement shall be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

CITY OF DUBLIN:

APPLICANT:

By: _____ Date: _____

By: _____ Date: _____

Print Name and Title

Print Name and Title