



# PROCESSING AGREEMENT FORM

## Payment Agreement for Development Application Processing

FOR CITY USE ONLY	
Project Job No. _____	Permit No. _____
APN: _____	Check No. _____
Deemed Complete: _____	Amount: _____

### **TO BE COMPLETED BY APPLICANT**

This Agreement is by and between the City of Milpitas, hereafter "City," and \_\_\_\_\_ hereafter "Applicant."

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Property Interest of Applicant: \_\_\_\_\_  
(e.g. owner, agent of owner, lessee, design professional)

### **APPLICANT INFORMATION**

Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

Address: \_\_\_\_\_

### **CONTACT INFORMATION (if different than above)**

Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

Address: \_\_\_\_\_

### **BILLING INFORMATION (if different than applicant information)**

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

Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

Address: \_\_\_\_\_

Applicant agrees to pay all legal and consultant costs (including, but not limited to environmental, engineering, fiscal, design review and peer review consultant fees) incurred by the City for review and processing necessary for the subject project, even if the application is withdrawn, not approved, approved subject to conditions, or modified upon approval. Applicant agrees to make an initial deposit of \$10,000 (or other amount as required by the City) to be applied toward the above costs, at such time as requested by the City. This initial deposit is in addition to the deposit collected for typical application processing. Applicant further agrees that no Certificate of Occupancy for the project will be issued until all costs are paid.

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. Invoices are due and payable within 30 days. City processing of applications will cease when the account balance drops below 25% of the total initial deposit amount. The total initial deposit amount is the sum of the deposit for legal and consultant costs and the deposit for application processing.

Applicant shall provide written notice to the Finance Department in the event that there is a change in Applicant's interest in the property, the project or the billing address or contact person for said project. Said Notice shall be mailed first class certified mail to Finance Manager, 455 E. Calaveras, Milpitas, California 95035. Applicant shall remain responsible for all outstanding costs incurred by City. Applicant agrees to hold City harmless 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 only 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.

CA FISH AND WILDLIFE FEES Under the California Environmental Quality Act (CEQA), the City must conduct environmental review for all projects. Projects that result in adoption of a Negative Declaration or Mitigated Negative Declaration (a statement of no significant effect on the environment) or an Environmental Impact Report requires payment of applicable Department of Fish and Game fees per California State Assembly Bill 3158. Failure to make payment of required fees will prevent your project from being operative, vested or final. No building permits may be issued for the project without payment of the fees. Your project planner will prepare the required documentation and calculate the required fee at the of project approval. If the applicant has obtained a written waiver from the state Department of Fish and Wildlife prior to project approval, please provide a copy to you project planner and discuss the filing requirements for a waiver. Within Santa Clara County, the Santa Clara County Clerk is charged with the responsibility for collecting applicable fees. As such, your filing fee/check should be made out to the "Santa Clara County Clerk" and forwarded to your project planner for filing and payment. I agree to remit a cashier's check or money order in the required amount, payable to the Santa Clara County Clerk, to the Planning Division prior to any legal notifications regarding public hearings before the decision making body on my application.

**I hereby understand and agree to the above information.**

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature of City Staff: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_