

# CITY OF PORTOLA

## *Contract for Time and Materials*

**Processing Fees and Deposits**

The City of Portola fees are based on estimated staff time and other expenses attributable to processing applications, reviewing project proposals and researching matters as requested. The City fee for various applications or combination thereof will be based on the time expended in the effort in accordance with the adopted hourly rates noted on the fee schedule. A deposit will be required. Processing costs may be incurred prior to or without the filing of an application with the City. Individuals who request services, research, or review prior to or for a project that does not have a fee listed must provide a deposit toward project expenses, along with a signed copy of this agreement before services are rendered. The deposit will be estimated based on the size of the project and staff's experience.

It is impossible to predict the amount of staff and/or consultant time necessary to process any individual application. Therefore, applicants should be aware that the City charges may exceed the applicable deposit. Unexpended deposits will be refunded.

**Consultants**

Should the scope of a project require that outside consulting or other needed professional 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.

**Billing Procedure**

City monthly 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 below the acceptable level as determined by the City, all staff work will cease until the deposit on file has been replenished. Projects with delinquent balances will not be scheduled for hearing, and the City 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.

-----  
**Agreement**

*I certify that I have reviewed the above information and the attached City of Portola fee schedule. I agree, as project applicant or authorized representative, to pay the City of Portola for all staff 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, 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 the 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. If the deposit balance is inadequate to cover expenses I agree to pay all charges within 30 days of receipt of invoice or in any case prior to the filing of the Certificate of Completion for the project or City acceptance of the work.*

**Indemnity**

*Applicant agrees to indemnify, defend, hold harmless, and reimburse the City of Portola, its City Council and its Staff, for all reasonable expenses and attorney fees in connection with the defense of the City of Portola and for any damages, penalties, fines or other costs imposed upon or incurred by the City of Portola should the City of Portola or its representatives be named as a party in any litigation or administrative proceeding in connection with his/her/its application. Applicant agrees that the City of Portola 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 of Portola's taking such actions shall not limit Applicant's obligations to indemnify defend and reimburse defense costs or relieve Applicant of such obligations.*

Date	Signature of Applicant: Property Owner or Authorized Representative	Printed Name: Applicant Agency or Individual Property Owner	City of Portola Approval