



Public Works and Community Development Department

1110 West Capitol Avenue

West Sacramento, CA 95691

Phone: (916) 617-4645

AGREEMENT FOR ADVANCE OF FUNDS

(Reimbursement Agreement for Staff Processing and Project Implementation)

(Revised April 17, 2006)

File Number _____

Work Order Number _____

Project Description _____

_____, ("Developer") hereby agrees to advance to the CITY OF WEST SACRAMENTO, a municipal corporation ("the City") the sum of \$_____ (the "Funds") which Funds shall be used to reimburse the City for costs incurred in processing any and all application(s) submitted by Developer in connection with the Project described in "Exhibit A," attached hereto and incorporated herein by this reference. Developer understands and agrees that the term "Project", as used in this Agreement, including any changes or modifications to the Project and any and all applications(s) for permits or other approvals requested by Developer or otherwise required in connection with the City's review of the Project.

1. The advance of Funds shall be made to the City upon execution of this Agreement for Advance of Funds (hereinafter "this Agreement").
2. If, after completion of the all City work related to the Project, any portion of the Funds has not been expended or committed for expenditure, the City shall return to Developer such unexpended or uncommitted amount.
3. The Developer fully understands and agrees to each of the following:
 - a. Developer acknowledges that the Funds paid herewith may not be adequate to fully reimburse the City for costs incurred in connection with the Project, and that periodically, as the need arises, Developer may be called upon to make further deposits. In the event, for any reason, the City's request for further donations from Developer is not fully satisfied, the City reserves the right to cease processing the Project and to cancel any pending application(s).
 - b. Developer agrees to bring the account current through the date of any public workshop or hearing on the Project, prior to the date of the workshop or hearing. Developer shall pay the charges estimated by the City for work to be performed through the date of the workshop or hearing.
 - c. The Funds shall be deposited to the City's Revolving Trust Fund and shall be accounted for by the City in the manner in which Revolving Trust Fund monies are normally accounted for. The Funds shall be used, in the sole discretion of the City, to fund or aid in the funding of certain services, studies, activities, supplies and other costs incurred by the City in connection with the Project. These include but are not limited to review of application(s), responses to public inquiries regarding application(s), preparation and administrative review costs of any required environmental document(s), final maps, implementation and inspection of mitigation measures identified in the environmental document(s), checking for conformance with and implementation of the conditions of approval of application(s), City Attorney and consultant costs attributable to the Project, City staff costs attributable to the Project (which may include staff from departments other than the Community Development Department) and other items not specifically identified here. The termination of the reimbursement agreement will not take place until all conditions of approval and implementation measures of the environmental document are met by the Developer.

d. The advance of Funds shall not be contingent on the hiring of any specific employee or consultant. The City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City in connection with the Project. The City shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to the consultants or the consultants' firms that are hired by the City in connection with the Project.

e. The advance of Funds shall not be dependent upon the City's approval or disapproval of any of Developer's application(s), or upon the result of any action, and shall in no way influence the Project. Neither Developer nor any other person providing funding for the Project shall, as a result of such funding, have any expectation as to the outcome of any application or the selection of an alternative favorable to or benefiting Developer.

f. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of the City involved in the Project. This prohibition shall not be construed to preclude Developer, its agents or representatives, from providing information to the City or any employee, agent or consultant of the City for incorporation into the Project, or from seeking information from the City, or any employee, agent or consultant of the City with respect to the Project.

4. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of funds and the uses thereof, and there are no promises, conditions or understandings either oral or in writing between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them.
5. This Agreement shall be a public record of the City.
6. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court for the County of Yolo, State of California.
7. In any legal action brought by the City to enforce this Agreement in which the City requests the recovery of attorneys' fees, the prevailing party shall be awarded reasonable attorneys' fees and court costs and shall be entitled to its reasonable attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal.

APPROVED AS FOLLOWS:

CITY OF WEST SACRAMENTO:

Dated: _____

By: _____

PLANNER/OR OTHER STAFF SIGNATURE

PRINT PLANNER/OR OTHER STAFF NAME

DEVELOPER:

Dated: _____

By: _____

DEVELOPER SIGNATURE

Business Phone: _____

PRINT DEVELOPER NAME