

# Temporary Outdoor Dining Instructions

The following instructions are for temporary dining in the public right of way (i.e. sidewalks and parklets). For instructions on how to apply for temporary dining on private property (ex. in the parking stalls of shopping centers), please visit:

<https://www.fresno.gov/darm/wp-content/uploads/sites/10/2020/07/C-008-Covid-19-Emergency-On-site-Outdoor-Dining-Policy.pdf>

## ➤ Common Considerations for Temporary Outdoor Dining

- Other Governmental Regulations:
  - *Businesses must follow any additional State and County requirements in effect at the time.*
- Shade Covers:
  - *Shade Covers such as umbrellas, tents, and awnings are allowed in conformance with Fresno Municipal Code and California Building Code and should be called out in detail in your application so staff can determine if a tent permit or building permit may be necessary.*
- Circulation and Access:
  - *Clear paths of travel and walkways must be provided and maintained in accordance with the American with Disabilities Act (ADA) and the California Building Code.*
- Operations:
  - *Hours of operation must be the same as the respective business.*
  - *All applicable noise standards must be observed.*
- Traffic Safety
  - *Parklets will only be permitted on streets with a speed limit of 30mph or less.*

## ➤ How to Apply

- Log into the City of Fresno [FAASTER](#) online system to submit your application. If you do not have a login select the button **Register Now** to create an account.
- Once logged in, select the button **Planning/Land Division**.
- Select **Create an Application**.
- Read and accept the terms to continue to the next page where you can select the record type.
- Click on the bubble next to **Zone Clearance** to proceed.
- Fill in the requested questions and upload the following documents:

## Temporary Outdoor Dining Instructions

- *Written authorization form from property owner (see below - page 6)*
- *Outdoor Dining Grant Recipient Voucher Remittance Form (see below - page 12) and include a copy of the IRS W-9 for the business.*
- *Authorization Agreement for Direct Payments (see below - page 13)*
- *A site plan, hand-drawn and/or aerial imagery which accurately and clearly represent existing facilities and improvements may be utilized, and should include:*
  - *The location of the business on the property.*
  - *The location of the proposed temporary outdoor dining.*
  - *Pedestrian & ADA paths of travel.*
  - *The location of shade covers.*
  - *If located in an off-street parking area, show the following:*
    - *The location and widths parking stalls that will be used.*
    - *Parking stalls that will remain vacant.*
    - *Type and quantity of barriers that will be used.*
  - *If located in an on-street parking area (aka Parklet), show the following:*
    - *A concept drawing clearly showing the site, dimensions of the proposed Parklet, and types of materials used.*
    - *How sidewalk areas will be used (if applicable).*
- *For all business that will be using the Parklet or conducting sidewalk dining:*
  - *Copy of valid City of Fresno Business Tax Certificate*
  - *Certificate of Insurance the City of Fresno as an additional insured (see below)*
  - *Signed Indemnification and Hold Harmless Agreement (see below)*

### ➤ **Outdoor Dining Grant Funding**

- Applicants may be eligible to receive outdoor dining grant funding.
- To apply to receive this funding, fill out the *Outdoor Dining Grant Recipient Voucher Remittance Form* below (page 12) and submit in FASTER with your application. Include a copy of the IRS W-9 for the business.
  - If you would like to receive this grant funding electronically, fill out the *Authorization Agreement for Direct Payments* (page 13) below and submit in FASTER with your application.

# Temporary Outdoor Dining Instructions

## ➤ Timeline and Approval Process

- *Applications will be reviewed for completeness within three (3) business days.*
- *Staff will contact Applicant with any follow up questions and request any missing/incomplete information.*
- *Once applications are deemed complete, City staff will issue the appropriate approval documents and conditions within five (5) business days.*
- *If located in an on-street parking area (aka Parklet), the contractor's insurance (page 10) and indemnification hold harmless (page 11) must be provided before work can occur, but are not required by City Staff to issue the approval and funding documents.*

# Temporary Outdoor Dining Accessibility Requirements

1. Temporary structures are required to be ADA Access Compliant: California Building Code and the ADA have no exemption for temporary structures (CBC 11B-201.3).
2. Reduction in Access: Alterations or changes to existing spaces cannot result in less access than required in new construction (CBC 11B-202.3.1). Dining set up in parking lots should not block the accessible parking stalls.
3. Exterior Pedestrian Paths: Sidewalk must have minimum 48 inches clear width. This will apply to temporary paths of travel from sidewalks to outdoor dining and retail areas. (CBC 11B-403.5.3).
4. Accessible Route to Shopping or Dining Areas: Transitions from the sidewalk to the asphalt, ramps over the curb and gutter, and other marked pedestrian paths will need to follow standard CBC requirements:
  - The clear width of walking surfaces shall be 36 inches minimum. (CBC 11B-403.5)
  - No abrupt changes in level (max ¼" or ½" high with a bevel per CBC 11B-403.4).
  - Walking surface must be firm, stable and slip-resistant (CBC 11B-302.1).
  - Sloped surfaces (Ramps sloped 5.1% to 8.33%) must have compliant edge protection and handrails, even when temporary.
    - Provide min. 60 inch turning circle at top and bottom of ramp, sloped walkway or platform where pedestrians need to change direction during travel (CBC 11B-304.3).
    - Edge protection required regardless of the length of the ramp (CBC 11B-405.9.2).
    - Recommend providing edge protection at temporary transition ramps or walking surfaces with a slope of less than 5.0%.
    - Consider using yellow paint on edges as a visual warning.
5. Turning Space: Turning space must be provided within the parklet. (CBC 11B-304.3)
  - 60 inches (1524 mm) diameter circle minimum

**OR**

  - T-shaped space within a 60 inch (1524 mm) square minimum with arms and base 36 inches (914 mm) wide minimum. Each arm of the T shall be clear of obstructions 12 inches (305 mm) minimum in each direction and the base shall be clear of obstructions 24 inches (610 mm) minimum.
6. Dining Areas: Tables or bars for dining must be located on an accessible route, have accessible table/bar surface height, knee and toe clearance under surface, and clear space at the table for people using wheelchairs (CBC 11B-226.2).

## Temporary Outdoor Dining Accessibility Requirements

- Where dining surfaces are provided for the consumption of food or drink, at least 5 percent of each type of seating spaces and standing spaces at the dining surfaces shall be accessible (complying with Section 11B-902)
    - The tops of dining surfaces and work surfaces shall be 28 inches (711 mm) minimum and 34 inches (864 mm) maximum above the finish floor or ground.
    - A clear floor space complying with Section 11B-305 positioned for a forward approach shall be provided. Maximum slope 2%. Size 30 inches by 48 inches minimum for forward approach.
    - Knee and toe clearance complying with Section 11B-306 shall be provided.
  - Accessible dining spaces shall be dispersed throughout the space or facility containing dining surfaces for each type of seating in a functional area
7. Canopies: Overhead clearance must be maintained.
- The area between 27 inches and 80 inches above the finished floor or ground must remain clear. Any objects within 27 inches and 80 inches have a maximum protrusion of 4 inches. (11B-307.2)

## Owner's Letter of Authorization

### NAME AND ADDRESS OF OWNER(S) OF THE PROPERTY

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

To Whom It May Concern:

As owner(s) of the property located at \_\_\_\_\_

I/we authorize \_\_\_\_\_ to act as Agent for the following permit(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Owner's Printed Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

## INSURANCE REQUIREMENTS FOR AN OUTDOOR DINING PERMIT

In consideration for the issuance of an Outdoor Dining Permit, Permittee shall pay for and maintain in full force and effect all policies of insurance required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager or his/her designee at any time in his/her sole discretion. The following policies of insurance are required and shall maintain limits of liability of not less than those amounts stated below, however, the insurance limits available to the City of Fresno, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured.

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as the

most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 providing liability coverage arising out of your business operations. **Example of acceptable endorsements would be CG 20 12 04 13 or CG 20 26 04 13 along with CG 20 01 04 13.** The Commercial General policy shall be written on an occurrence form and shall provide coverage for "bodily injury", "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment) products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate

**LIQUOR LIABILITY INSURANCE: If alcoholic beverages are to be sold\*, served or furnished in the outdoor dining area, Liquor Liability coverage is required with limits** of liability of not less than:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;

**\*If Permittee intends to sell alcohol either the Permittee or concessionaire/vendor providing the alcohol for sale must have a valid liquor sales license and Liquor Liability Insurance covering sale of alcohol. If the liquor sales license is obtained by a concessionaire/vendor, that entity must enter into a direct indemnification agreement with the City of Fresno in order to secure insurance protection and provide the required insurance documents as identified herein.**

**WORKERS COMPENSATION** insurance as required by the State of California and **EMPLOYERS LIABILITY (Where Applicable)** insurance with limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

**Umbrella or Excess Liability** In the event Permittee purchases an Umbrella or Excess Liability insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

**DEDUCTIBLES/SELF-INSURED RETENTIONS** - Permittee shall be responsible for payment of any deductibles contained in any insurance policies required herein and Permittee shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retention as respects City, its officers, officials, employees, agents and volunteers; or

(ii) Permittee shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**ENDORSEMENTS:** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. **Permittee shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance fourteen (14) days prior to the Use of City Grounds and Facilities.**

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Permittee is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal or reduction in coverage or in limits, Permittee shall furnish the City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy is due to expire during the special event, Permittee shall provide a new Certificate and applicable endorsements evidencing renewal of such policy(ies) not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.**
- (ii) The Commercial General and Liquor Liability (if applicable) insurance policies shall name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds.
- (iii) All policies of insurance shall be endorsed to be primary and non-contributory with respect to the City of Fresno, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Fresno, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it.
- (iv) Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City of Fresno, its officers, officials, agents, employees and volunteers.

**PROVIDING OF DOCUMENTS:** Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive the expiration or termination of the Permit.

The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

**MAINTENANCE OF COVERAGE:** If at any time during the time allowed by the Outdoor Dining Permit, Permittee fails to maintain the required insurance in full force and effect, the Outdoor Dining Permit shall be discontinued immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR OUTDOOR DINING PERMITS**

In consideration for the issuance of an Outdoor Dining Permit for use in the City right of way and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Outdoor Dining Permit. Permittee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Throughout the life of the Outdoor Dining Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by City's Risk Manager or his/her designee at any time and in his/her sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and reasonable attorney's fees incurred by City in enforcing this Agreement.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit.

**The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Permittee Signature

\_\_\_\_\_  
City Employee Signature

\_\_\_\_\_  
Print Name and Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

## INSURANCE REQUIREMENTS FOR STREET WORK AND UTILITY PERMIT

In consideration for the issuance of a Permit for the work in the City right of way, Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY'S Risk Manager or his/her designee. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, \$2,000,000 aggregate for products and completed operations and \$2,000,000 general aggregate.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Permittee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Permittee shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the CITY. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, PERMITTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the work in the City right of way, PERMITTEE shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The General Liability and Automobile Liability insurance policies shall name or be endorsed to name the City of Fresno, its officers, officials, agents, employees and volunteers as additional insureds. The General Liability additional insured endorsement should be at least as broad as CG 20 12 04 13. Both the Commercial General and Auto Liability policies shall be primary and non-contributory as respects to the CITY, its officers, officials, employees, agents and volunteers. The General Liability additional insured endorsement should provide as broad as the CG 20 01 04 13. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Permittee's insurance and not contribute with it. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

Upon request of CITY, Permittee shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of the Permit.

If at any time during the life of the Permit, Permittee fails to maintain the required insurance in full force and effect, the Permit shall be suspended immediately until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City.

**NOTE: A Certificate of Insurance is not acceptable, in lieu of the additional insured endorsement required above. The certificate of insurance must be accompanied by the appropriate additional insured endorsements.**

Certificate Holder should read:

City of Fresno  
2600 Fresno Street Room 4064  
Fresno, CA 93721



**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR UTILITY AND STREET WORK PERMITS**

In consideration for the issuance of a Permit for work in the City right of way and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend the City of Fresno ("City") and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the Street Work Permit. Permittee's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employee, agents, or volunteers are actively negligent, but shall not apply to any loss, liability, fines penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

Throughout the life of the Street Work Permit, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be required at the sole discretion of the City's Risk Manager or designee.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers, or invitees.

City shall be reimbursed for all costs and reasonable attorney's fees incurred by City in enforcing this Agreement. This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Permit for the maximum time period allowed by law.

**The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the City and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory.**

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Permittee

\_\_\_\_\_  
City Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

# OUTDOOR DINING GRANT RECIPIENT VOUCHER REMITTANCE FORM

BUSINESS NAME:

BUSINESS ADDRESS:

CITY, STATE, ZIP CODE:

NAME OF BUSINESS OWNER or LEGAL ENTITY:

PRIMARY CONTACT:

TELEPHONE:

EMAIL:

**I declare under penalty of perjury that the information provided in this voucher is true and correct. I attest that my restaurant was in operation and held a valid City of Fresno Business Tax Certificate when the California Governor's order to cease all indoor dining was imposed on July 13, 2020. I further acknowledge the City of Fresno may release information about this business and its use of the Outdoor Dining funds for State and Federal reporting purposes, as well as in response to California Public Records Act requests. I understand that I am receiving Federal CARES Act funding and will use the proceeds in accordance with the guidelines and applicable laws.**

*Recipient Printed Name*

*Recipient Signature*

*Today's Date*

**CITY OF FRESNO  
FINANCE DEPARTMENT  
ACCOUNTS PAYABLE SECTION**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH  
PAYMENTS)**

Company Name \_\_\_\_\_ Contact Email Address \_\_\_\_\_  
(Required)

Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

ACH Authorization Agreement Form already on file with City.

This authorization is to remain in full force and effect until FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.

Name(s) \_\_\_\_\_  
(Please print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_