

**LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORKS
MULTIPLE AGREEMENT**

For Conditional Use Permit (CUP) No. _____

This AGREEMENT, made and entered into on _____, 20_____,
by and between the County of Los Angeles and the Los Angeles County Flood Control
District, State of California, acting by and through the Director of Public Works (hereinafter
collectively referred to as COUNTY) and _____

(Name)

(Address)

(hereinafter referred to as PERMITTEE).

WITNESSETH:

This AGREEMENT is entered into between the parties pursuant to Chapter 22.48,
Part 4, of Title 22 and/or Chapter 22.56 of the Los Angeles County Code.

Whereas, COUNTY has issued Conditional Use Permit No. _____
(hereinafter referred to as CUP) to PERMITTEE with the terms of which CUP require
PERMITTEE to construct certain improvements on private property and/or on COUNTY-
owned property.

Whereas, COUNTY desires to ensure that all improvements proposed to be
constructed meet and comply with the applicable standards and plans previously approved
and implemented by COUNTY.

NOW, THEREFORE, COUNTY and PERMITTEE hereby agree as follows:

Section 1: PERMITTEE, for and in consideration of the issuance of CUP, hereby
agrees, at PERMITTEE'S own cost and expense, to furnish all labor, materials, and
equipment necessary to perform and complete the following improvement(s) and/or work
indicated below, in a good and workmanlike manner, within _____ from
the date of this AGREEMENT, to wit:

- [] A 5-foot CHAINLINK FENCE per the latest revision of Standard Plans for
Public Works Construction No. 600 at the rear and/or side of lots/parcels
_____ (inclusive), adjacent
to _____. The estimated cost of this
work is the sum of _____ dollars
(\$ _____).

- [] A COMBINATION MASONRY WALL AND CHAINLINK FENCE per the latest revision of Standard Plans for Public Works Construction No. 621-1 at the rear and/or side of lots/parcel _____ (inclusive), adjacent to _____. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] A 5-foot MASONRY WALL per the latest revision of Standard Plans for Public Works Construction No. 601-1 at the rear and/or side of lots/parcels _____ (inclusive), adjacent to _____. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] CORRECTIVE GEOLOGIC IMPROVEMENTS. Said work shall be done under the provisions of Title 26 of the Los Angeles County Code. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] SANITARY SEWERS, and appurtenances thereto, in accordance with the plans and specifications approved by COUNTY and on file with the Director of Public Works (hereinafter referred to as DIRECTOR) for Private Contract (PC) No. _____. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] STORM DRAINS, and appurtenances thereto, in accordance with the plans and specifications approved by COUNTY and on file with the DIRECTOR for Private Drain (PD) No. _____. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] Setting of SURVEY MONUMENTS AND TIE POINTS and furnishing to DIRECTOR, or other designated COUNTY official, tie notes for said points, according to the provisions of Title 21 of the Los Angeles County Code, regulating division and mapping of land, and paying the surveyor or engineer of record, or his authorized substitute, for the work performed by him and notice subdivider and DIRECTOR, or other designated COUNTY official, when monuments have been set as provided for in Division 2, Chapter 4, Article 9 of Title 7 of the Government Code (the State Subdivision Map Act). The estimated cost of this work is the sum of _____ dollars (\$ _____).

- [] WATER SYSTEM FACILITIES including pump stations, water tanks, water mains, water wells, fire hydrants, and all other appurtenances thereto, in dedicated public streets, private streets and easements, in accordance with plans and specifications approved by COUNTY and on file with DIRECTOR. The estimated cost of this work is the sum _____ of _____ dollars (\$ _____).
- [] ROAD IMPROVEMENTS in accordance with the road plans and specifications approved by COUNTY and on file with the Director of Public Works. The estimated cost of this work and improvements is the sum of _____ dollars (\$ _____).
- [] STREET TREE IMPROVEMENTS in accordance with the road plans and specifications approved by COUNTY and on file with DIRECTOR. The estimated cost of this work and improvements is the sum of _____ dollars (\$ _____).
- [] STREET LIGHTING IMPROVEMENTS in accordance with the street lighting plans approved by COUNTY and on file with DIRECTOR. The estimated cost of this work is the sum of _____ dollars (\$ _____).
- [] _____
The estimated cost of this work is the sum of _____ dollars (\$ _____).

Section 2. The improvement(s) and work specified in Section 1, above, are to be constructed in accordance with the Standard Specifications for Public Works Construction, as amended, on file with DIRECTOR and hereby made a part of this AGREEMENT as though fully set forth herein and shall be done under the inspection of, and to the satisfaction of, DIRECTOR, and/or other COUNTY official, as applicable, and shall not be deemed completed until all inspection fees are paid and the work and improvements have been approved by DIRECTOR.

Section 3. The improvements specified in Section 1, above, may be accepted for maintenance by COUNTY, as follows:

- a. Fences and walls, as required by the Department of Regional Planning, will not be accepted for maintenance by COUNTY.
- b. Corrective geologic improvements will not be accepted for maintenance by COUNTY.
- c. Sanitary sewers will be accepted for maintenance by COUNTY upon being approved by DIRECTOR. COUNTY shall provide written notification of its approval of the work and the release of the improvement security, and COUNTY'S acceptance of the improvement for maintenance shall be effective on the date of said written notification, unless another date is specified in the notification. PERMITTEE shall maintain these improvements in good condition until the effective date of COUNTY'S acceptance. Such maintenance shall include, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs, as necessary.
- d. Storm drains will be accepted for maintenance by COUNTY upon being approved by DIRECTOR. COUNTY shall provide written notification of its approval of the work and the release of the improvement security, and COUNTY'S acceptance of the improvement for maintenance shall be effective on the date of said written notification, unless another date is specified in the notification. PERMITTEE shall maintain these improvements in good condition until the effective date of COUNTY'S acceptance. Such maintenance shall include, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs, as necessary.
- e. Water system facilities must be accepted for maintenance by a private water utility or a County Waterworks District, as appropriate.
- f. Road improvements within dedicated public rights of way will be accepted for maintenance by COUNTY upon being approved by DIRECTOR. COUNTY shall provide written notification of its approval of the work and the release of the improvement security, and COUNTY'S acceptance of the improvement for maintenance shall be effective on the date of said written notification, unless another date is specified in the notification. PERMITTEE shall maintain these improvements in good condition until the effective date of COUNTY'S acceptance. Such maintenance shall include, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs, as necessary.
- g. Private and future streets will not be accepted into COUNTY'S roadway system for maintenance.

- h. In the interest of public safety or necessity, DIRECTOR may, at her sole discretion, accept for maintenance partial improvements completed under the inspection of and deemed satisfactory to DIRECTOR, or other designated COUNTY official. The acceptance for maintenance of partial improvements shall be effective on the date of the letter to PERMITTEE indicating that COUNTY will maintain these improvements.
- i. Street trees within dedicated public rights of way will be accepted for maintenance by COUNTY as follows: DIRECTOR will conduct an inspection at the time of completion of the tree improvements and another inspection approximately one (1) year after said completion. If, after the second inspection, DIRECTOR determines that the trees are healthy, COUNTY shall provide written notification of its approval of the work and the release of the improvement security, and COUNTY'S acceptance of the trees for maintenance shall be effective on the date of said written notification, unless another date is specified in the notification. PERMITTEE shall maintain these improvements in good condition until the effective date of COUNTY'S acceptance. Such maintenance shall include, but is not limited to, graffiti removal, debris removal, brush/weed removal, rodent control, and concrete/asphalt and fence repairs, as necessary.
- j. COUNTY will not assume maintenance responsibility for trees on private and future streets.

Section 4. COUNTY shall not be liable or responsible for any accident, loss, or damage happening or occurring within the easements, or other property dedicated or offered for dedication for any improvements, specified in Section 1, above, until the improvements have been completed by PERMITTEE and have been approved and accepted for maintenance by COUNTY.

PERMITTEE further agrees to indemnify, defend, and save harmless COUNTY, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the acts, omissions, or services of PERMITTEE, including its agents, contractors, subcontractors, and employees, pursuant to this AGREEMENT, or arising out of the use of any patent or patented article in connection with the construction of any improvements pursuant to this AGREEMENT.

For purposes of Section 4, any work performed by COUNTY, its agents, or employees, under authority of Chapters 16.06 and/or 16.10 of Title 16 of the Los Angeles County Code, or under authority granted to COUNTY by Government Code Section 831.3, where such work by COUNTY has been initiated as a result of the failure of PERMITTEE to comply with any specification or requirement, or by failure of PERMITTEE to complete any work contemplated by this AGREEMENT, such work by COUNTY shall be deemed to have arisen out of and from the acts, omissions, or services of PERMITTEE, pursuant to this AGREEMENT, which PERMITTEE'S obligations under the immediately preceding paragraph apply.

PERMITTEE'S obligation under Section 4 shall not apply to the extent that any liability or expense is caused by the sole negligence, gross negligence, or willful misconduct of COUNTY including any officer or employee thereof.

Section 5. PERMITTEE will at all times, from the issuance of CUP to the completion of said work or improvement and acceptance for maintenance by COUNTY as provided above, give good and adequate warning of each and every dangerous condition caused by the construction of said improvements and will protect the traveling public therefrom.

Section 6. It is further agreed that PERMITTEE shall have such control of the ground/area reserved for the installation of such work, and the streets in which they are to be placed, as is necessary to allow him/her to carry out this AGREEMENT.

Section 7. PERMITTEE hereby agrees to pay for the inspection of such work and improvements as may be required by DIRECTOR, or other designated COUNTY official, prior to the acceptance of said work or improvements by COUNTY.

Section 8. PERMITTEE shall give notice to DIRECTOR, or other designated COUNTY official, at least twenty-four (24) hours before beginning any work or improvements contemplated by this AGREEMENT and shall furnish to said DIRECTOR all reasonable facilities for obtaining full information respecting the progress and manner of work.

Section 9. PERMITTEE agrees to grant to COUNTY such easements and/or fee rights as are necessary for the ongoing maintenance of any improvements constructed pursuant to this AGREEMENT, that are proposed to be accepted for maintenance by COUNTY.

Section 10. PERMITTEE shall perform any changes or alterations to the improvements or work covered by this AGREEMENT, as directed by COUNTY, necessitated by field conditions, provided that all such changes or alterations do not exceed ten percent (10%) of the original total estimated cost of such improvements or work. PERMITTEE shall perform all such changes and alterations in accordance with applicable standard specifications for the construction and installation of such improvements. Said cost is to be borne by PERMITTEE.

Section 11. PERMITTEE shall guarantee all improvements, accepted for maintenance by COUNTY, against any defective work or labor done or defective materials, for a period of one (1) year following acceptance for maintenance by COUNTY.

Section 12. Prior to commencing any construction of any improvement or work within a County Highway or on property dedicated to COUNTY for street or highway purposes, in connection with CUP, PERMITTEE shall apply for and obtain a permit pursuant to Title 16, Division 1, of the Los Angeles County Code (Highway Permits) and shall perform and complete said improvement or work in accordance with all terms and conditions of said permit.

Section 13. It is further agreed that PERMITTEE has filed with COUNTY an acceptable and sufficient improvement security, in an amount not less than the estimated cost of the work and improvements, as above specified, for the faithful performance of the terms and conditions and guarantees of this AGREEMENT, and has also deposited with COUNTY a good and sufficient payment security for labor and materials in the amount prescribed by law to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code. If said improvement security or payment security becomes insufficient in the opinion of COUNTY, PERMITTEE shall increase the amount of said improvement security and/or payment security, as reasonably required by COUNTY, within ten (10) days after being requested to do so by COUNTY.

Section 14. It is further agreed by and between the parties hereto, including the surety or sureties on any bond, or any financial institution issuing savings and loan certificates or shares, securing PERMITTEE'S obligations under this AGREEMENT, that in the event it is deemed necessary by COUNTY to extend the time for completion of the improvements or work to be done under this AGREEMENT, said extension may be granted by DIRECTOR, or other designated COUNTY official, either at his/her own option, or upon request of PERMITTEE, and shall in no way affect the validity of this contract or release the surety or sureties or the financial institution. PERMITTEE further agrees to maintain said bonds or other securities in full force and effect during the term of this AGREEMENT including any extensions of time as may be granted therein. DIRECTOR, or other designated COUNTY official, may condition any extension of time upon the provision of additional good and sufficient improvement security and payment security if DIRECTOR, or other designated COUNTY official, determines, in his/her sole discretion, that the existing security is insufficient to guarantee the costs of completing the work and improvements.

Section 15. If PERMITTEE neglects, refuses, or fails to prosecute the work with such diligence as to ensure its completion within the time specified in Section 1, above, or within such extensions of said time as have been granted by DIRECTOR, or if PERMITTEE violates or neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, or if PERMITTEE neglects, refuses, or fails to pay the inspection fees for the work and improvements, PERMITTEE shall be in default of this AGREEMENT and notice in writing of such default shall be served upon PERMITTEE and upon any surety or financial institution providing or holding security for PERMITTEE 'S obligation under this AGREEMENT.

DIRECTOR, or other designated COUNTY official, shall have the power to terminate all rights of PERMITTEE in such contract, but said termination shall not affect or terminate any of the rights of COUNTY, then existing or which thereafter accrue because of such default, as against PERMITTEE, or any financial institution, or surety providing or holding security for PERMITTEE'S obligations under this AGREEMENT.

The determination by DIRECTOR, or other designated COUNTY official, that PERMITTEE is in default of this AGREEMENT shall be conclusive upon PERMITTEE, his surety, and any and all other parties who may have any interest in the AGREEMENT or any portion thereof.

IN WITNESS thereby PERMITTEE has executed this AGREEMENT in the presence of a Notary Public on _____, 2010.

COUNTY OF LOS ANGELES

By _____
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

PERMITTEE:

By _____
President

By _____
Title

Note: All signatures must be acknowledged before a notary public. (Attach appropriate acknowledgments/jurats).