

COUNTY OF SACRAMENTO

COUNTY ENGINEERING, SITE IMPROVEMENT AND PERMITS SECTION

FRONTAGE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____ by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter COUNTY, and _____, a _____, hereinafter PRINCIPAL.

1. **Recitals.** This Agreement is made with reference to the following background recitals:

- A. PRINCIPAL desires to develop and construct certain improvements on the real property located at _____ (“Property”) pursuant to the Sacramento County Code.
- B. The improvement plans approved by COUNTY on ____ day of _____, _____ for the Property _____ (Project Name) require certain public frontage agreements such as drainage facilities, sewer facilities, sewer facilities, curbs, gutters, sidewalks, and other facilities (collectively, the “Improvements”).

2. **Construction of Improvements.** PRINCIPAL, at its sole cost and expense, agrees to construct the Improvements in accordance with COUNTY’s Improvement Standards within _____ months of the date of this Agreement. PRINCIPAL shall notify the COUNTY Engineer or his designee of the commencement of said work. If construction of the Improvements is delayed without the fault of PRINCIPAL, COUNTY may extend, for such period of time that COUNTY deems reasonable, the time for completing the work. Such work shall be completed to a safe condition satisfactory to the COUNTY Engineer or his designee. In the event that construction of the Improvements is not completed within the time limit specified in this section, or facilities on the Property are occupied before the Improvements are completed, or the work is suspended, or the Property is left in a condition that is detrimental to public health and safety, COUNTY may take action to complete construction of the Improvements or to collect unpaid fees and costs by calling in the security described in section 7.

3. **Payment of Fees.**

- A. PRINCIPAL agrees to promptly pay, when due, all costs for plan checking and review, materials testing, site inspections, processing, permit issuance, and other services performed by COUNTY.
- B. If any deposit or payment requested by COUNTY is not timely made, COUNTY shall notify PRINCIPAL and PRINCIPAL will have 10 days to cure the default. If deposit or payment has not been made within the 10-day period or if the deposited funds become depleted, COUNTY will suspend all work on the processing of any entitlements relating to development on the Property pending receipt of the deposit or payment. If the deposit or payment remains unpaid, then COUNTY may terminate this Agreement by giving written notice of termination to PRINCIPAL and ceasing all such processing work. Any deposits remaining upon termination of this Agreement shall be refunded without interest to PRINCIPAL.
- C. Interest shall accrue at the highest rate permitted by law on all payments from the date such payment is due.

- D. COUNTY agrees to keep and maintain accurate bookkeeping records relating to any payments made under this Agreement, including all deposits paid to COUNTY and all COUNTY costs paid or reimbursed by PRINCIPAL. PRINCIPAL may review, inspect, copy, and audit these records, including all source documents, upon request.
4. **Dedication of Improvements.** COUNTY agrees, on behalf of the public, to accept PRINCIPAL's dedication of the Improvements subject to the terms and conditions stated in this Agreement.
5. **Acceptance of Improvements.** COUNTY's acceptance of the Improvements shall be evidenced by a written notice of acceptance from COUNTY to PRINCIPAL. COUNTY shall provide such written acceptance when the COUNTY's Deputy County Executive for Public Works and Infrastructure ("COUNTY Executive") or designee determines that the Improvements have been completed to his satisfaction. By such acceptance, COUNTY agrees to maintain the Improvements subject to section 6 below.
6. **Maintenance Guarantee.** PRINCIPAL unconditionally guarantees, for twelve (12) months from the date of COUNTY's written notice of acceptance of the Improvements, all Improvements constructed, installed and furnished under this Agreement. During the one year guarantee period, PRINCIPAL, at its sole cost and expense, shall correct, repair, replace or reconstruct to the satisfaction of the COUNTY Executive or designee any and all Improvements, the construction, installation and/or materials of which may prove defective, nonconforming or improperly installed, ordinary wear and tear excepted.
7. **Security Required.**
- A. PRINCIPAL shall furnish to COUNTY a security bond, issued by a corporate surety authorized to do business in the State of California and in the form approved by COUNTY, in an amount equal to 100% of the total estimated cost of the Improvements to secure PRINCIPAL's faithful performance of the work. The amount of the security bond shall be the sum of \$ _____.
- B. In lieu of such bond, PRINCIPAL may furnish another security, in a form satisfactory to the COUNTY Executive or designee, pledging that funds necessary to construct the Improvements are available and guaranteed for payment on demand.
- C. Where PRINCIPAL furnishes to COUNTY the security described in section 7(B) above, PRINCIPAL may request the COUNTY Executive or his designee to inspect the work as it progresses. If COUNTY finds the work to be in accordance with COUNTY requirements and standards, COUNTY may accept the work as it progresses, and a partial refund of any cash deposit, if applicable, shall be provided to PRINCIPAL in a sum in the same ratio to the total deposit as the work accepted bears to the total work necessary to complete construction of the Improvements. No refunds in excess of 90% of the total amount of the deposit shall be made until the Improvements have been completed and accepted by COUNTY. The COUNTY Executive's or designee's determination as to the amount of work done and the amount of refund to be paid, if any, shall be final and conclusive.
- D. Where PRINCIPAL furnishes the security bond described in section 7(A) above, such bond may be released as the work progresses and is accepted in the same manner and under the same conditions as the cash deposit may be refunded.
- E. Procurement and delivery of the security described above shall be a condition precedent to COUNTY's acceptance of the Improvements.

F. In the event that it becomes necessary for COUNTY to enforce the obligations secured by the security furnished by PRINCIPAL, COUNTY shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided in Government Code section 66499.4.

8. **Indemnity.** PRINCIPAL shall indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

9. **General Provisions.**

A. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning its subject matter. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter, except those other documents (if any) that are referenced in this Agreement.

B. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any subsequent default or matter.

C. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

D. PRINCIPAL's obligations under this Agreement are personal obligations of PRINCIPAL and they do not automatically "run with" the Property. PRINCIPAL cannot assign its obligations under this Agreement to any transferee of all or any part of the Property or any other third party without the express written consent of COUNTY, which consent shall not be unreasonably withheld.

COUNTY OF SACRAMENTO, a political subdivision
of the State of California.

PRINCIPAL

By: _____
County Engineer, Community Services Agency
or designee

By: _____
Name: _____
Title: _____