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# County of San Luis Obispo, Department of Public Works

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## Engineering Checking Agreement for -Community Acknowledgement Form Review-

**WHEREAS,** \_\_\_\_\_ hereinafter referred to as "Applicant," has requested the review and execution of a FEMA Community Acknowledgement Form (hereinafter referred to as "Form") from San Luis Obispo County, a political subdivision of the State of California (hereinafter referred to as "County").

**NOW, THEREFORE,** for valuable consideration, the receipt and adequacy of which is hereby acknowledged, this Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Applicant and the County.

### Agreement

1. In lieu of paying the standard fee for review of the Form (\$1,717), the County agrees to review said form and charge an hourly rate (\$120). The Applicant shall pay the San Luis Obispo County Department of Public Works the amount of \$120 upon execution of this Agreement. Said Payment shall be the minimum fee for the work performed by the County in accordance with the provisions of this Agreement.

2. The Applicant shall pay the County for the cost of checking of the Form. The Applicant shall be charged and shall pay to the County the actual cost for all services related to the Project rendered by County personnel or its consultants. The County will not return an executed Community Acknowledgement Form to the applicant until the County is paid in full for its review.

3. It is understood and agreed by and between the Parties hereto that this Agreement shall bind the heirs, executors, administrators, successors and assigns of the respective Parties to this Agreement.

4. The Applicant shall defend, indemnify and save harmless the San Luis Obispo County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, inverse condemnation, equitable relief, or any wrongful act or any negligent act or omission to act on the part of the Applicant or of agents, employees or independent contractors directly responsible to the Applicant; providing further that the foregoing obligations to defend, indemnify and safe harmless shall apply to any wrongful acts, or any passively negligent acts or omissions to act, committed jointly or concurrently by the Applicant, the Applicant's agents, employees, or independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require the Applicant to indemnify the County against any responsibility or liability in contravention of Section 2782 of the Civil Code.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**APPLICANT**

**COUNTY OF SAN LUIS OBISPO  
Paavo Ogren, Director of Public Works**

By: \_\_\_\_\_  
Applicant's signature

By: \_\_\_\_\_  
Frank Honeycutt, PE  
Development Services Manager

\_\_\_\_\_  
Applicant's name

\_\_\_\_\_  
Street & PO Box

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number (8:00 a.m. to 5:00 p.m.)

Revision date: June 2011  
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