

CASH DEPOSIT

A cash deposit is cash, or certified check or cashier's check prepared by a federally insured commercial bank with an office in California, payable to the order of the security Obligee, in an amount equal to the required bond or the sum of the amounts of the required bonds.

SURETY BONDS

A surety bond is a document guaranteeing contract performance and/or making of payments, executed by a responsible corporate surety and by the principal.

1. **Surety.** The corporate surety must be acceptable to, and subject to approval by, the Obligee's Board of Supervisors. Bonds issued by an individual surety will not be accepted.
2. **Principals.**
 - a) All persons required to sign the contract must also appear as bond principals.
 - b) For land development projects, bond principals shall include all of the owners of the land with either divided or undivided interests, and any financial institution who may be expected to benefit from the land development.
3. **Signatures.** Bonds must be signed by surety and all principals. Manual signatures are required. Facsimile signatures are not acceptable. All signatures, executed in California, must be acknowledged before a California Notary Public in the manner prescribed by law. See Appendix B. All signatures executed in another state must be acknowledged by a notary public of that state. Anyone signing as an Attorney-in-Fact for a principal or a surety shall have his or her signature acknowledged before a Notary Public, and furnish a copy of the Power of Attorney.

Signature of principals shall be as follows:

- a) Individual - Signature of the individual
- b) Copartnership - All partner's signatures
- c) General Partnership - Signature of at least one general partner.
- d) Company - Printed name and signature of the owner.
- e) Corporation - Signature of corporate officers.
Corporate seal must also be affixed.

BOND NO. _____
PERMIT NO. _____

SURETY BOND
WATERSHED PROTECTION WATERSHED PERMIT

WHEREAS, , hereinafter designated the "principal", has applied to the Ventura County Watershed Protection District ("Agency") for Watershed Permit No. ("Permit"), the terms and conditions of which are incorporated herein by this reference and made a part hereof; and

WHEREAS, the principal, as a condition of being granted said Permit, is legally obligated to comply with all terms and conditions thereof and to furnish a bond guaranteeing principal's compliance with same;

NOW THEREFORE, we the principal and the undersigned, as corporate surety, are held and firmly bound unto the Agency in the sum of No Dollars and No Cents (\$0.00) for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

The condition of the this obligation is such that if the principal shall fully comply with all terms and conditions of said Permit in the time and manner as specified, and shall indemnify and save harmless Agency and its officers, agents and employees as therein stipulated, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect and surety shall cause the terms and conditions of the said Permit to be fully performed or pay to Agency an amount not exceeding the said sum above specified.

The surety does hereby consent to and waive notice of any and all changes, alterations, extensions of time, additions, or other modification to the said Permit.

Signed and sealed this _____ day of _____, 20__.

(Name of Principal)

By _____
Title _____

(Name of Surety)

By _____
Attorney-in-Fact
Address _____
City _____ State _____ Zip _____

INDICATE COMPLETE ADDRESS OF SURETY TO WHICH CORRESPONDENCE CONCERNING THIS BOND SHOULD BE DIRECTED.

Telephone No. _____

Letters of Credit. (Not acceptable for public works construction contracts or for road encroachment permits). They shall:

- a) Be issued by one of the following types of federally insured financial institutions with offices in California: Commercial Bank, Savings Bank or Credit Union.
- b) On issuers letterhead or standard form but must contain all of the elements listed below.
- c) State that letter is irrevocable.
- d) Contain the exact wording of Form A-474 using only one alternate wording identified by the same letter in each of the two sections. For securing types of contracts and agreements not specifically covered in this Bond Book, other alternate wording may be required. Such other wording shall be reviewed and approved by County Counsel before use.
- e) Shall be dated.
- f) Manually signed by authorized official of the issuer. Facsimile signatures are not acceptable.
- g) Shall be payable to the Obligee.
- h) Any conditions differing from those shown on the standard format shown herein shall be submitted to the Agency or Department Head for approval.
- i) Contract name and number and security purpose shall be shown.
- j) Shall state the amount of credit and state that the bank will make payment on presentation of a sight draft and the documents specified as per 5 b) above.

GENERAL LETTER OF CREDIT FORMAT

Must be issued by a federally
insured commercial bank with
offices in California

ON BANK'S LETTERHEAD
OR BANK'S STANDARD FORM SHOWING
BANK'S NAME AND ADDRESS

Irrevocable Letter of Credit No. _____ Date

Clerk of the Board of Supervisors

(Obligee's Name)

800 South Victoria Avenue
Ventura, California 93009

Gentlemen:

For account of (Principal's Name) we hereby authorize you irrevocably to draw on (Name of Bank) up to an aggregate amount of (Amount of Security) available by your drafts at sight, signed by the Clerk of the Board of Supervisors when accompanied by a statement to the effect that (Principal's Name) has failed to

Alt.A carry out all terms of the contract (Land Development Contract identification) with (Obligee's Name) or has failed to pay all laborers and materials suppliers furnishing services for said work, and listing in general terms such items involved.

Alt.B carry out all of the terms of the permit (Permit identification) issued by the (Obligee's Name), and listing in general terms such items involved.

This Letter of Credit shall be valid until one year from the date hereof and shall thereafter be automatically renewed for a one year period upon such date and upon each anniversary of such date, unless 60 days prior to such date or each anniversary of such date, we notify the Clerk of the Ventura County Board of Supervisors in writing at 800 South Victoria Avenue, Ventura, California 93009, by personal service or registered mail, that we elect not to so renew this Letter of Credit. Upon receipt by you of such notice, you may draw hereunder by your drafts drawn at sight on us and accompanied by a statement to the effect that

Alt.A all of the terms of said contract have not been completed as of that date.

Alt.B all of the terms of said permit have not been complied with as of that date.

All drafts drawn under this credit must bear its date and number and the amounts must be endorsed on the reverse side of this letter of credit by the negotiating bank.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit that such drafts will be duly honored upon presentation to the drawee. This credit is subject to the International Standby Practices, International Chamber of Commerce, Publication ISP98.

(Bank Officer)

Authorized Signature

(Bank Officer)

Authorized Signature

A-474

Use the same Alt. letter for both places or prepare other similar appropriate wording for both places to cover other situations for which security is required.

Certificates of Deposit (not accepted on public construction projects):

- a) Shall be by one of the following types of federally insured financial institutions with offices in California; Commercial Bank, Savings Bank or Credit Union.
- b) Shall be on issuer's standard form or passbook.
- c) No changes in standard wording except that interest may be payable to principal.
- d) Deposit must not be withdrawable by principal.
- e) Certificate must not expire as to principal amount.
- f) Payee must be the Obligee or the certificate must be accompanied by a properly executed assignment, to the Obligee, in four parts on the form shown herein.
- g) Certificate or passbook shall be signed manually by an officer of the issuing institution. Facsimile signatures are not acceptable.
- h) Assignment forms shall be fully and properly completed including contract reference and purpose of security.
- i) Copy 1 of assignment form shall be kept with the certificate or passbook. Copy 2 of assignment form shall be returned by mail to financial institution after it is dated and signed by the authorized County employee (in Public Works, an authorized Central Services Department employee) and the name and telephone number of contact person administering the contract or permit for which the security is being received. Copy 3 of form shall be given to the assignor as a receipt for the certificate. Copy 4 can be retained by the financial institution at the time it is signed by them.