**San Joaquin Local Agency Formation Commission Indemnification Agreement**

Property owner, their successors and assignees, hereby agree to defend, indemnify and hold harmless the San Joaquin Local Agency Formation Commission (Commission), its officers, attorneys, agents, and employees. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Commission, its agents, officers, commissioners and employees. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect. This indemnification includes but is not limited to the following:

I. From any claims, actions, proceedings or liability of any nature (collectively referred to as proceeding) brought against the city or its officers, attorneys, agents or employees, to attack, set aside, void, or annul any action or decision by commission staff, any planning or advisory agency or sub-committee, the Commission or other Commission entity including, but not limited to, any action or decision approving any development or planning permit, license, approval, authorization, amendment, approvals or certifications, including but not limited to those required by the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000, California Environmental Quality Act (CEQA) and/or any mitigation monitoring program. This indemnification shall include damages, fees and/or costs awarded against the Commission, if any, and cost of suit, attorney’s fees, and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by applicant, the Commission, and/or the parties initiating or bringing the proceeding; and from any proceeding seeking damages for property damage or personal injuries resulting from development authorized by the Commission pursuant to this application; and

For all costs incurred in additional investigation and/or study of, or for supplementing, preparing, redrafting, revising or amending any document (e.g., a negative declaration, EIR, annexation plan, development plan or municipal service review amendment), if made necessary by the proceeding and if applicant desires to pursue securing these approvals, after initiation of such proceeding, which are condition on the approval of such documents; and

II. Applicant (or authorized agent), property owner, their successors and assigns, hereby agree to indemnify the Commission for all of the Commission’s costs, fees, and damages which the Commission incurs in enforcing the indemnification provisions set forth herein.

III. In the event of a proceeding, the Commission retains the right to approve counsel to defend the Commission, all significant decisions concerning the manner in which the defense is conducted, and any and all settlements, which approval shall not be reasonably withheld. The Commission has the right not to participate in the defense, except that the Commission agrees to cooperate with the applicant in the defense of the proceeding. If the Commission chooses its own counsel to defend the Commission, the fees and as part of this application, the applicant agrees to defend, indemnify, and hold harmless the Commission, its agents, officers, Commissioners, and employees, from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption of any documents, including but not limited to those required by the California Environmental Quality Act or the Cortese-Knox Hertzberg Local Government Reorganization Act of 2000 relating to project approval. If the Commission chooses its own counsel to defend the Commission, the fees and expenses of the counsel selected by the Commission shall be paid by the Commission. Notwithstanding the above, if the Commission Attorney’s participates in the defense, all Commission Attorney fees and costs shall be paid by the applicant.

Property Owner:

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Print Name

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Signature Date

Authorized Applicant:

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Print Name

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Signature Date

Authorized Applicant:

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Print Name

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Signature Date