

CHAPTER 12. LAFCO INDEMNIFICATION POLICY

To further good government practices and policies of the Commission, and protect the Commission from the costs associated with legal challenges, it is the policy of this Commission that:

1. As a condition of submitting any application for action or determination by the Commission, the applicant(s) shall submit a signed agreement in which the applicant(s) agree to indemnify, defend and hold harmless the Commission, its agents, officers, attorneys, and employees from any legal challenges or appeals brought to challenge approval of their application in the form prescribed in Exhibit "A", attached hereto and incorporated herein by reference.

In the event a lawsuit is brought to challenge the approval of an application by the Commission, the Commission shall notify the applicant(s) promptly and no later than three (3) business days after the Commission has been served.

2. The Executive Officer shall not issue a Certificate of Filing for an application if an indemnification agreement in the form prescribed in Exhibit "A" has not been executed and submitted to the Executive Officer by the applicant(s).

EXHIBIT A

INDEMNIFICATION AGREEMENT

As a condition of submitting any application for consideration by the Commission, Applicant and its successors and assigns, shall indemnify, defend and hold harmless, Santa Clara LAFCO and its officials, officers, employees, agents, representatives, contractors, and assigns from and against any and all claims, demands, liability, judgments, damages (including consequential damages), awards, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature, at any time arising out of, or in any way connected with, any legal challenges to or appeals associated with, LAFCO's approval of the Application (collectively, "Indemnification Costs"). Applicant's obligation to indemnify, defend and hold harmless Santa Clara LAFCO and its officials, officers, employees, agents, representatives, contractors, and assigns under this Agreement shall apply regardless of fault, to any acts or omissions, or negligent conduct, whether active or passive, on the part of the Applicant, Santa Clara LAFCO, or its officials, officers, employees, agents, representatives, contractors or assigns. Applicant's obligation to defend Santa Clara LAFCO or its officials, officers, employees, agents, representatives, contractors, and assigns under this Agreement shall be at Applicant's sole expense, and using counsel selected or approved by Santa Clara LAFCO in Santa Clara LAFCO's sole discretion. In the event of a lawsuit, Applicant will be notified by Santa Clara LAFCO within three (3) business days of being served.

BY APPLICANT

Signature: _____ Date: _____

Print Name: _____ Title: _____