

ATTACHMENT "A"

DRAFT



Siskiyou County Community Development Department
Division of Environmental Health

806 South Main Street
Yreka, CA 96097
Phone: 530-841-2100
Fax: 530-841-4076

EXHIBIT A

Well for Individual Domestic Use

As the owner of the proposed well or existing well to be altered and as a necessary condition on the issuance of a water well construction permit for a new groundwater well or alteration of an existing groundwater well, I hereby declare for myself, successors and assigns, that no more than two (2) acre feet per year will be pumped from the well AND that all water pumped from the well will be used only to supply water for the **domestic needs of an individual residence.**

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT "B"

DRAFT



Siskiyou County Community Development Department
Division of Environmental Health

806 South Main Street
Yreka, CA 96097
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EXHIBIT B

Well for a Public Water Supply System

The public water system name is: _____.

The public water system identification number is: _____.

As an authorized representative for the water system identified above, I hereby declare that the proposed well or existing well to be altered will be exclusively used to provide groundwater to the public water supply system for human consumption as defined in Health and Safety Code Section 116275.

Signature: _____ Date: _____

Printed Name: _____

ATTACHMENT "C"

DRAFT

AGREEMENT FOR INDEMNIFICATION
(PRODUCTION WELL APPLICATION)

THIS AGREEMENT FOR INDEMNIFICATION ("Agreement"), made and entered into this _____ day of _____ 2022, is by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California ("COUNTY"), and _____ ("APPLICANT").

WITNESSETH:

WHEREAS, APPLICANT has requested the COUNTY to accept, review, consider and approve APPLICANT's application for the project described on Exhibit "A" attached hereto and made a part hereof, referred to herein as the "Project" and to make any related California Environmental Quality Act ("CEQA") decision and/or consider any impacts to public trust resources in accordance with the Public Trust Doctrine (collectively, "Current Approvals") in connection with APPLICANT's proposed Project located _____, Siskiyou County, California; and

WHEREAS, Applicant will benefit from the County's processing of the application and it is in the public interest for APPLICANT to indemnify and hold harmless COUNTY from any and all claim, action, liability or proceeding against the County connected with or arising out of the granting of the Current Approvals or any action taken or decision made by COUNTY approving, supplementing, or sustaining the Project, or any part thereof.

For purposes of this AGREEMENT, Current Approvals shall include, but are not limited to, any applicable certification/verification under Paragraph 9 of Governor Newsom's Executive Order N-7-22, certification of a categorical exemption, a negative declaration, an environmental impact report or a mitigated negative declaration, making findings, approval of mitigation measures or conditions of approval, approval of mitigation monitoring and reporting programs, or adoption of a statement of overriding considerations as well as issuance of any permits, and any discretionary and/or ministerial approvals.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN COUNTY AND APPLICANT AS FOLLOWS:

1. APPLICANT, shall defend, indemnify and hold harmless COUNTY, its agents, officers and employees from any claim, action, or proceeding (collectively, "Action") against COUNTY, its agents (including consultants), officers or employees to attack, set aside, void, or annul the Approvals, or any part thereof, or any decision, determination, or action, made or taken approving, supplementing, or sustaining, the Project or any part thereof, or any related approvals or Project conditions imposed by COUNTY or any of its agencies, departments, commissions, agents (including consultants), officers or employees, concerning the Project, or to impose personal liability against such agents (including consultants), officers or employees resulting from their non-negligent involvement in the Project, which Action is brought within the time period provided by law, including any claim for private attorney general fees claimed by or awarded to any

party from COUNTY. To the extent that COUNTY uses any of its resources responding to such Action, APPLICANT shall reimburse COUNTY in accordance with this Agreement for the documented use of such resources within thirty (30) days within receipt of such documentation. If APPLICANT does not reimburse all costs within thirty (30) days of receipt of such documentation, a penalty shall accrue on the unpaid amount at a rate of 12% per annum compounded daily. Such resources include, but are not limited to, staff time, court costs, or County Counsel's time at a rate equal to its total cost, Defense Counsel for COUNTY or any other direct costs associated with responding to the Action. This agreement and the obligation of APPLICANT to indemnify COUNTY hereunder shall expire upon the expiration of the later of (i) the challenge period (including any Appeal) for the Approval (if no challenge is made) or (ii) the dismissal and/or settlement of any challenge which is timely filed.

2. COUNTY shall promptly notify APPLICANT of any Action. APPLICANT shall defend COUNTY through counsel selected by COUNTY. COUNTY shall cooperate with APPLICANT in the fulfillment of APPLICANT's responsibilities hereunder.
3. COUNTY may, within its sole discretion, determine its degree of participation in the defense of any such Action. COUNTY will cooperate with APPLICANT in any defense. Cooperation does not include taking any action or making any decision that COUNTY does not feel is in its own best interest and COUNTY reserves the right to settle or resolve the action after consultation with APPLICANT.
4. Defense counsel, shall report to and receive direction from County Counsel with respect to representation of COUNTY.
5. Nothing in this Agreement shall be construed in a manner that requires COUNTY to exercise its legislative discretion in a particular manner.
6. APPLICANT shall not be required to pay or perform any settlement of such Action unless APPLICANT approves the settlement in writing. At the APPLICANT's request COUNTY shall consider changes to any Current Approvals granted to the Project, or any part thereof, at APPLICANT's sole cost and expense. Nothing herein shall obligate COUNTY to make or approve any such change and any change shall be made according to such procedures and under such terms and conditions as provided by law or as COUNTY in its sole discretion deems appropriate.
7. In the event that any Action covered by the terms of this Agreement is brought against COUNTY, APPLICANT shall, within ten (10) days of receipt of written notice by COUNTY of such Action, tender to COUNTY the sum of Fifteen Thousand Dollars (\$15,000) as the "Initial Deposit" for defense of said Action. Additional deposits, if necessary, shall be made as set forth below.
 - a. If the COUNTY's reasonable, good faith estimate of the cost of defense of the Action ("Estimate") is Thirty Thousand Dollars (\$30,000) or less, then within twenty (20) days of written

notice by COUNTY of the Estimate, APPLICANT shall make an additional deposit equal to the difference between the Initial Deposit and the Estimate.

b. If the COUNTY's Estimate is greater than Thirty Thousand Dollars (\$30,000) then, within twenty (20) days of written notice by COUNTY of the Estimate, APPLICANT shall make an additional deposit of Fifteen Thousand Dollars (\$15,000.00) plus 50 per cent (50%) of the difference between \$30,000 and the Estimate. In no event shall the total amount on deposit at any one time exceed \$40,000.

c. COUNTY shall notify APPLICANT of withdrawals of any funds from this account by COUNTY and shall, on a reasonable basis, provide APPLICANT with reasonable documentation, for all funds so withdrawn.

d. If, as a result of withdrawals by COUNTY the balance in this account drops to less than the Initial Deposit (\$15,000) and the action is ongoing and unresolved, then APPLICANT shall within fifteen (15) days after receipt of written notice by COUNTY, tender such additional sum so as to maintain the account at \$15,000. If and when the total sum deposited to the account by APPLICANT totals the Estimate, the parties agree to meet and confer with regard to any additional deposit, or deposits which may be necessary, if any.

e. At the conclusion of the Action, any excess funds in COUNTY's possession shall be returned to APPLICANT. Conclusion of the action means the dismissal, settlement or expiration of any Appeal period for the action.

8. In the event that any dispute arises between the parties arising out of the terms and conditions of this Agreement, the parties agree to meet and confer to resolve any such disputes on an informal basis. If the dispute is not resolved, the parties agree to attempt to resolve the dispute through mediation. Venue for any proceeding brought in State Court shall be Siskiyou County.

9. All notices under this Agreement shall be deemed valid and effective immediately upon receipt and may be served by personal service, or by recognized overnight carrier addressed as follows:

TO APPLICANT:

TO COUNTY: Community Development- Planning Division

806 South Main Street

Yreka, CA 96097

With copy to: County Counsel

1312 Fairlane Road

Yreka, CA 96097

Any party may, by written notice to all other parties to this Agreement, revise the address at which that party receives written notice under this section.

10. If APPLICANT fails to pay COUNTY the "Initial Deposit" or fails to make timely deposits as required, COUNTY may, after ten (10) days written notice to APPLICANT, declare APPLICANT in default. Such default may be considered by COUNTY, in its sole discretion, as an abandonment of the project and COUNTY may cease processing the project and revoke any Approval or take any action as determined appropriate in its sole discretion. Such default, however, will not relieve APPLICANT of its obligation to indemnify and hold COUNTY harmless as set forth in this Agreement.

11 . This Agreement represents the complete understanding between the parties with respect to the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed on the date herein above first written.

COUNTY OF SISKIYOU

By _____
County Administrator

APPLICANT

APPROVED AS TO INSURANCE:

By: Name: _____
Title: _____

Melissa Cummins,
Risk Management

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

By: _____
Name and Title: _____

EXHIBIT A

PROJECT DESCRIPTION AND LOCATION

The proposed project consists of [installing a new well] [altering an existing well]. The project site is located on XXX, California, Assessor's Parcel Number XXX; Township XX North, Range XX West, Section XX.

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