**AGREEMENT FOR INDEMNIFICATION**

 **APP NUMBER**

THIS AGREEMENT FOR INDEMNIFICATION ("Agreement"), made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20XX, is by and between the COUNTY OF SISKIYOU, a political subdivision of the State of California ("COUNTY"), and APPLICANT(S) NAME ("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") determinations and any other discretionary or ministerial approvals (collectively, “Project Approvals” and as defined more specifically below) in connection with APPLICANT's proposed Project located in the unincorporated area of Siskiyou County, California; and

WHEREAS, CEQA can require that environmental disclosure documents be prepared (such as an Environmental Impact Report or a Mitigated Negative Declaration) in support of any Project Approvals before the Project can be approved; and

WHEREAS, it is in the public interest for APPLICANT to indemnify and hold harmless COUNTY from any and all damage, liability or loss, or claim of damage, liability or loss, connected with or arising out of the granting of the Project 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, Project Approvals shall include, but are not limited to, 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 Project 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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: APPLICANT NAME(S)

 ADDRESS

 CITY / STATE / ZIP

 TO COUNTY: Planning Division of

 Community Development Department

 806 South Main Street

 Yreka, CA 96097

 With copy to: [NAME]

 County Counsel

 PO BOX 559

 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 APPLICANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_

 [NAME], County Administrator APPLICANT NAME

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_ APPLICANT NAME

APPROVED AS TO INSURANCE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], Risk Management

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL

[NAME], County Counsel

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME], Assistant/Deputy County Counsel

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**PROJECT DESCRIPTION AND LOCATION**

**APPLICATION NUMBER**

Applicant requests approval of a DESCRIPTION. The project property is located at      , California; Assessor Parcel Number      ; Township      ; Range      ; Section      , MDB&M.

EXAMPLE: Tentative Parcel Map to divide a 102 +/- acre parcel into two parcels. The project property is located on Old Westside Road near the community of Gazelle, California; Assessor Parcel Number 022-200-600; Township 43 North, Range 6 West, Sections 9, 10, & 15, MDB&M.