

Attachment A
Indemnification Agreement with LAFCO

This document will be completed and sent to applicant upon receipt of application. Two originals with signatures must be returned to LAFCO.

**AGREEMENT BETWEEN
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
AND [APPLICANT]
REGARDING [ACTION] TO THE
[AGENCY(IES)] (LAFCO [NO.]**

THIS AGREEMENT, dated this _____ day of [Month, Year], is entered into by and between the Contra Costa Local Agency Formation Commission (“LAFCO”), a public agency, and the [Agency or Individual Name] (“Agency”), a [municipal corporation/political subdivision/special district] in the State of California.

Recitals

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1. Agency submitted an application to LAFCO.
2. LAFCO’s review and/or approval is conditioned upon, among other things, Agency and LAFCO entering into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the application and subsequent actions.

NOW, THEREFORE, LAFCO and Agency agree as follows:

Section 1. Indemnification. In the event any legal action or proceeding is instituted against LAFCO (or naming LAFCO as a real party in interest) challenging the review and/or approval of the application, or any of LAFCO's actions related thereto, Agency shall indemnify LAFCO from any costs or liabilities incurred by LAFCO as a result of any such action or proceeding, including any award to opposing counsel of attorney's fees or costs. Agency also agrees to reimburse LAFCO for the Commission’s reasonable expenses resulting from any such legal action or proceeding. Such expenses include LAFCO’s counsel’s charges for representing LAFCO in any such action, costs of preparing the administrative record in any such action (including LAFCO staff costs), and all other expenses incurred by LAFCO as a result of any such action or proceeding.

LAFCO intends to use its staff to represent it in this action. LAFCO will coordinate the defense of this action with the Agency. LAFCO retains the right to obtain outside counsel to represent it in litigation, if necessary. LAFCO will do so only after consultation with the Agency.

Section 2. Miscellaneous Provisions.

A. Successors and Assigns. This agreement shall apply to, bind and inure to the benefit of successors in interest of the parties hereto, including heirs, assigns, executors, administrators and all other parties, whether they succeed by operation of law or voluntary acts.

B. No Third-Party Beneficiaries. This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.

C. Amendments. This agreement may be amended in writing by the mutual agreement of the original parties or their successors in interest.

D. Applicable Law. This agreement shall be construed and enforced in accordance with the laws of the State of California.

E. Counterparts. This agreement may be executed and delivered in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CONTRA COSTA LOCAL AGENCY
FORMATION COMMISSION**

[AGENCY NAME]

LAFCO Executive Officer

Title: _____

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Attest:

Approved as to form:

Approved as to form:

LAFCO Legal Counsel

Legal Counsel
