

**AGREEMENT BETWEEN
CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION AND
[NAME OF APPLICANT] REGARDING [TYPE OF APPLICATION] (LAFCO
[APPLICATION NUMBER])**

THIS AGREEMENT, dated [date], 2024, is entered into by and between the Contra Costa Local Agency Formation Commission (“LAFCO”), a public agency, and [name of applicant], a [status of applicant, e.g., landowner, registered voter, municipal corporation, political subdivision of the State of California, special district] (“Applicant”).

Recitals

1. Applicant submitted to LAFCO an application to [describe type of application] (LAFCO [application number]).
2. Applicant is willing to enter into an agreement to indemnify LAFCO against any expenses arising from any legal actions challenging the application and subsequent actions.

NOW, THEREFORE, LAFCO and the Applicant agree as follows:

Section 1. Indemnification. If 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, Applicant 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. Applicant 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 Applicant. LAFCO retains the right to obtain outside counsel to represent it in litigation, if necessary. LAFCO will do so only after consultation with the Applicant.

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.

F. Authorization. Each person executing this Agreement on behalf of Applicant represents and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Applicant and that this Agreement is binding on Applicant in accordance with its terms.

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

**CONTRA COSTA LOCAL AGENCY
FORMATION COMMISSION**

[NAME OF APPLICANT]

LAFCO Executive Officer

Name: _____

Form approved by
LAFCO Legal Counsel

Title: _____

Attest:

Approved as to form:

Attorney for Applicant