

AGREEMENT TO PAY FEES AND COSTS/INDEMNIFICATION

THIS AGREEMENT is made at Auburn, California, effective as of _____, 2022, by and between the Placer Local Agency Formation Commission, ("LAFCO"), and _____ ("Applicant").

WHEREAS, Applicant has submitted an application to LAFCO (the "Proposal") and is requesting LAFCO process a change of organization or reorganization under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, and

WHEREAS, LAFCO requires that Applicant be responsible for payment of fees, costs, and other expenses involved in processing the Proposal, including the LAFCO application fees, costs, and the filing fees and processing costs incurred by other agencies and that Applicant indemnify LAFCO in the event the Proposal is approved and subject to litigation,

NOW, THEREFORE, the parties agree as follows:

1. AGREEMENT TO PAY. Applicant agrees to pay all costs incurred by LAFCO or that are associated with LAFCO's reviewing, researching, and processing the Proposal ("Costs of Processing"), including but not limited to: LAFCO staff costs, costs incurred by agencies other than LAFCO to process or review the Proposal, filing fees, other agency fees, copying costs, and costs of providing notice and advertising. Examples of costs other than LAFCO costs include, but may not be limited to, State Board of Equalization fees, Placer County Surveyor fees, Department of Fish and Wildlife fees, and costs to produce notification lists. LAFCO staff costs shall be charged in accordance with the Placer LAFCO Fee Schedule for Proposals.

2. DEPOSIT. Applicant shall deposit the sum in accordance with the Placer LAFCO Fee Schedule for Proposals. Note, that the sum is an initial deposit toward processing the proposed project. LAFCO shall apply said funds towards the Costs of Processing as such costs are incurred, including staff costs that may have been incurred by LAFCO prior to a determination of the completeness of the application. Applicant will be provided with a regular accounting as the application is processed. In the event the Costs of Processing exceed the deposit, Applicant will be notified. Processing of the application may be suspended until additional funds are deposited. All Costs of Processing must be fully paid prior to the filing of the Certificate of Completion by the Executive Officer. Any monies remaining on account upon filing of the Certificate of Completion shall be returned to Applicant after payment of all costs and fees.

3. CONSULTANT COSTS. Applicant agrees to pay all costs for consultants and other third parties deemed by LAFCO to be necessary to assist it with the review and processing of the Proposal. Applicant shall be informed of the consultant and provided with a cost estimate and scope of work prior to LAFCO retaining said consultant.

4. NOT AN AGREEMENT TO APPROVE. Applicant understands that this Agreement does not bind LAFCO to approve the Proposal and that payment is required irrespective of whether or not the Proposal is heard or approved by LAFCO. In the event Applicant chooses to withdraw the Proposal, Applicant shall be responsible for all costs incurred by LAFCO to process the application prior to withdrawal.

5. INDEMNITY Applicant agrees, upon written request of Placer LAFCO, to defend, indemnify and hold harmless Placer LAFCO, its officers, employees, and agents from and against all claims, lawsuits, damages, judgments, expenses and other liabilities or costs, including litigation costs and attorneys fees, arising out of, resulting from or in connection with Placer LAFCO's decision to approve the Proposal, should Placer LAFCO so act, including but not limited to the legality or adequacy of any determination under the California Environmental Quality Act. Nothing herein shall be interpreted to preclude Placer LAFCO from participating in any such litigation at its own expense. Applicant shall not enter into any stipulation or settlement of any such litigation without the prior consent of Placer LAFCO.

6. NOTICE. Notice shall be given to the parties as follows:

Placer LAFCO
Attn: Michelle McIntyre, Executive Officer
110 Maple Street
Auburn, CA 95603
(530) 889-4014

_____ (Applicant)
Attn: _____

_____ Fax: (____) _____

Notice shall be given in writing and shall be deemed to have been given if personally delivered or sent certified or registered mail.

7. ENTIRE AGREEMENT-AMENDMENT. This Agreement contains the entire agreement of Placer LAFCO and Applicant with respect to the subject matter hereof. No other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party or any amendment hereto shall be binding or valid unless agreed to by the parties writing.

8. ATTORNEY FEES. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.

9. GOVERNING LAW. This Agreement is executed and is intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Applicant hereby expressly waives those provisions in California Code of Civil Procedure section 394 that may have allowed it to transfer venue to another jurisdiction.

In witness whereof, the parties have executed this Agreement to be effective as of the day first above stated.

Placer Local Agency Formation Commission:

By: _____
Michelle McIntyre, Executive Officer

Applicant: _____

By: _____

Name: _____

Title: _____