



**CITY OF ARVIN**  
**141 Plumtree Drive, P.O. Box 548**  
**Arvin, California 93203**  
**661-854-2822 Office**  
**661-854-2969 Fax**

**NOTE: For Projects requiring more extensive review by Staff, Planning Commission, or City Council – Resolution No. 2017-26 Dated April 18, 2017**

## **Indemnification and Cost Recovery Agreement**

### **For Administrative Permits**

In consideration by the City of Arvin of a project, including any related environmental documents, for a \_\_\_\_\_

*(Identify the type of project from page 1)*

located at \_\_\_\_\_

*(Address or general location)*

I/We, \_\_\_\_\_  
*(Print name of property owner or authorized representative/applicant)*

agree to indemnify, defend, and hold harmless the City of Arvin, its officers, agents, employees, departments, commissioners or boards (“City” herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this application, including without limitation any CEQA approval or any related development approvals or conditions, whether imposed by the City or not, except for the City’s sole gross negligence whether active or not, or willful misconduct.

This indemnification agreement does not prevent the property owner from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued.

The City will promptly notify property owner of any such claim, action or proceeding, falling under this condition within thirty (30) days of actually receiving such claim. The City, in its sole discretion, shall be allowed to choose the attorney or outside law firm to defend the City at the sole cost and expense of the property owner and the City is not obligated to use any law firm or attorney chosen by another entity or party.

The Applicant further agrees to pay all costs associated with the review and processing of the application and agrees to deposit additional monies as may be required to pay for all costs in the review and processing of the application. The Applicant also acknowledges that should additional requested deposits are not received, the City shall not be obligated to process or take action on the application.



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Failure to deposit requested monies shall be considered withdrawal of the application.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Date*

*(If the owner is not an individual, the corporation name goes above and authorized signature goes below.)*

*By:* \_\_\_\_\_

*Title:* \_\_\_\_\_

**IMPORTANT NOTE:**

*In order for your project to be considered complete for processing, this properly executed form must be included with your project application. Please note that this agreement can only be signed by the property owner of record at the time this application is submitted to the City.*