

VENTURA COUNTY AIR POLLUTION CONTROL DISTRICT

RULE 15.2 – DISTRICT INDEMNIFICATION

(Adopted xx/xx/xx)

This regulation shall apply to any Permit to Operate or Authority to Construct issued pursuant to either Rule 10 (Permits Required), Rule 30 (Permit Renewal), or Rules 33 through 33.10 (Part 70 Permits).

- A. As a condition of issuance of any permit, the Permittee shall agree to defend, indemnify, and hold harmless, at the Permittee's sole expense, the District and its employees, officers, directors, contractors and agents from and against any claim or action brought against the District challenging either the District's decision to issue a permit to the Permittee, or the manner in which the District is interpreting or enforcing the terms and conditions of this permit and to pay all losses, liabilities, damages, penalties, costs, awards, judgments, fees (including reasonable attorney's fees) and expenses arising from such claim or action.
- B. As a condition of issuance of any permit, upon demand from the District, the Permittee shall reimburse the District for any court costs and/or attorney's fees which the District may be required by a court to pay as a result of any such action the Permittee defended or had control of the defense of the suit. The District may, at its sole discretion, participate in the defense of any such action, but such participation does not relieve the Permittee of its obligations under Section A above.
- C. Neither the issuance of a permit as conditioned above, nor compliance with the permit conditions thereof, relieves the Permittee from any responsibility otherwise imposed by law for damage to persons or property, nor shall the issuance of any permit hereunder serve to impose any liability upon the District, its officers or employees for injury or damage to persons or property.
- D. Except with respect to the District's sole negligence or intentional misconduct, the Permittee shall indemnify, defend and hold harmless the District, its officers, agents, and employees, from any and all claims, demands, costs, expenses, including attorney's fees, judgments or liabilities arising out of the construction, maintenance, or operations described in a permit issued hereunder, and as it may be subsequently modified pursuant to the terms and conditions of these Rule and Regulations.