

# **CALIFORNIA ENVIRONMENTAL QUALITY ACT INDEMNITY AGREEMENT**

THIS AGREEMENT is made and entered into by and between the California Department of Conservation, Division of Oil, Gas, and Geothermal Resources (DOGGR) and \_\_\_\_\_ (Applicant) and takes effect on the last date upon which this Agreement is signed and dated.

## **RECITALS**

WHEREAS, the Applicant requests that DOGGR process the Notice(s) of Intention for oil, gas, or geothermal well(s) or the Application for a permit or an approval letter for exploration, development, stimulation, production, underground injection or underground gas storage filed with DOGGR on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Project). Attachment 1 to this Indemnity Agreement identifies all wells that are part of the Project.

WHEREAS, DOGGR must comply with the California Environmental Quality Act (CEQA), as a lead or responsible agency, in processing and approving the Project application, which may include preparing a negative declaration, mitigated negative declaration, environmental impact report, or supplemental environmental analysis or relying on a categorical exemption.

WHEREAS, it is in the public interest for DOGGR and Applicant to enter into this Agreement, as Applicant would primarily benefit from DOGGR approving the Project.

## **AGREEMENT**

NOW, THEREFORE, DOGGR and Applicant mutually agree as follows:

1. **Indemnification.** Applicant shall indemnify DOGGR for any costs incurred by DOGGR and its elected and appointed officials, employees, attorneys, officers, and agents in defending any lawsuit brought against DOGGR under CEQA arising out of DOGGR's Project-related approvals (Action).

Applicant shall reimburse DOGGR for any costs, including, but not limited to, attorneys' fees, consultants' costs, and litigation expenses incurred by DOGGR in defending any Action under CEQA arising out of or relating to DOGGR's Project-related approvals.

Applicant shall indemnify DOGGR from any judgment or award entered or made in a CEQA Action against DOGGR for reasonable attorneys' fees, costs, damages, or injunctive relief arising out of or relating to DOGGR's Project-related approvals.

Indemnification and reimbursement of costs shall further extend to any reasonable expenses that DOGGR incurs in successfully establishing a right to indemnification under this Agreement.

Applicant's indemnification of DOGGR as set forth in this Agreement shall remain in full force and effect throughout all stages of litigation, including, but not limited to, any appeal of a lower court judgment rendered in a CEQA Action.

This agreement to indemnify DOGGR shall not apply to an Action or administrative challenge brought by Applicant against DOGGR arising out of or relating to the Project.

2. **Notice.** DOGGR shall promptly notify Applicant of any Action brought against DOGGR relating to the Project.

3. Independent Defense. DOGGR will independently provide for its own defense in any Action under CEQA, and Applicant shall reimburse DOGGR for its reasonable expenses. DOGGR shall make independent decisions concerning its defense in the Action, but, at Applicant's request, may inform Applicant of the reason(s) for any decision. DOGGR will consider any concerns by Applicant regarding the actions taken by DOGGR. This provision does not affect or limit Applicant's right to participate in any Action arising out of or relating to the Project.
4. Cooperation. DOGGR and Applicant shall reasonably cooperate with each other in implementing this Agreement.
5. Settlement. If DOGGR enters into a settlement agreement concerning an Action under CEQA arising out of or relating to the Project, Applicant shall be responsible for reimbursing DOGGR's expenses, to the extent that such expenses are of the type that would be otherwise recoverable in a judgment or court order arising from a CEQA action.
6. Construction. This Agreement shall be construed as providing as broad an indemnification as authorized by California law.

Nothing in this Agreement shall be construed as DOGGR committing to make any Project-related approvals.

7. Modification or Termination. No supplement, modification, amendment, or termination of this Agreement shall be binding unless executed in writing and signed by DOGGR and Applicant.
8. Applicable Law. The laws of the State of California shall solely govern this Agreement.
9. Enforceability and Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
10. Waivers. Any waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
11. Successors and Assigns. This Agreement shall be binding upon DOGGR and Applicant and their respective successors and assigns.
12. Counterparts. DOGGR and Applicant may execute this Agreement in counterparts.
13. Entire Agreement. This Agreement represents a full and complete understanding between DOGGR and Applicant regarding the matters addressed in this Agreement.

**SIGNED AND DATED**

IN WITNESS WHEREOF, DOGGR and Applicant freely and voluntarily consent that this Agreement binds them and that they will fully and timely comply with this Agreement.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:**  
**Title:**

**DOGGR Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name:** Cathi E. Slaminski  
**Title:** CEQA Unit Supervisor

# ATTACHMENT 1

## Project Well List

	API No.	Well Name	Date Filed with DOGGR
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