

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT
Rule 2:19 District Indemnification
Adopt 7/16/07

- 1 This regulation shall apply to any Permit to Operate or Authority to Construct issued pursuant to the Tehama County Air Pollution Control District Rules and Regulations.
 - 1.1 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, action, or administrative proceeding brought against the District or the Air Pollution Control Officer challenging the District's decision to issue a permit to the Permittee, any environmental review or absence thereof associated with the proposed project, or the manner in which the District interprets or enforces the terms and conditions of this permit at any time, and to pay all losses, liabilities, damages, penalties, costs, awards, judgments, fees (including reasonable attorney's fees) and expenses arising from such claim, action, or administrative proceeding. Counsel for the District and the Air Pollution Control Officer in any such legal defense shall be selected by the District.
 - 1.2 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 claim, action, or administrative proceedings described in Section 1.1 of this Rule.
 - 1.3 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.
 - 1.4 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.

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