

DEFENSE AND INDEMNITY AGREEMENT

This Agreement is made and entered into this 1 day of June, 2004 by the between the City of Redlands, a municipal corporation (hereinafter "City") and Redlands Bible Church (hereinafter "Applicant").

RECITALS

WHEREAS, Redlands Bible Church is the applicant and petitioner ("Applicant") for a change of organization pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Zone Change No. 402 and Conditional Use Permit No. 818 (the "Entitlements"). Applicant proposes to file a petition with LAFCO for a change of organization for its property known as APN 0298-251-09; and

WHEREAS, Applicant acknowledges that to complete the Entitlement process the City must indemnify the San Bernardino County Local Agency Formation Commission ("LAFCO") from any and all liability LAFCO may incur in connection with the change of organization proceedings; and

WHEREAS, by executing this Defense and Indemnity Agreement, Applicant expressly agrees to indemnify, defend and hold harmless the City (who must defend and indemnify LAFCO) from any and all liability related to Applicant's processing of the Entitlements;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Redlands Bible Church agree as follows:

AGREEMENT

Section 1. Defense and Indemnity Obligation. Applicant shall defend, indemnify and hold harmless the City and its elected officials, officers and employees from and against any and all claims, losses, damages, causes of action, liability and attorneys' fees that the City may incur as a result of the City's processing of the Entitlements, including the change of organization.

Section 2. Attorneys' Fees. In the event any action is commenced by the City to enforce or interpret any of the provisions of this Agreement, the City shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees.

Section 3. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties as to the matters contained herein, and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing, approved by the City Council of City and signed by City and Applicant.

Section 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

CITY OF REDLANDS

By: 
Susan Pepler, Mayor
City of Redlands

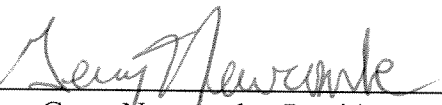
Date June 1, 2004

ATTEST:


City Clerk

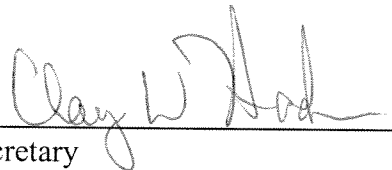
Date June 1, 2004

REDLANDS BIBLE CHURCH

By: 
Gerry Newcombe, President

Date 5/20/04

ATTEST:

By: 
Secretary

Date 5-20-04