



Planning Permit Acknowledgment Form

Community Development Department • 500 Castro Street • Post Office Box 7540 • Mountain View, CA 94039-7540 • Phone: 650-903-6306
Email: planning_division@mountainview.gov Website: www.mountainview.gov/planning

Project Address(es): _____

INDEMNIFICATION AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Applicant hereby expressly agrees as follows:

1. Applicant agrees, as part of the application, to indemnify, defend, and hold harmless the City of Mountain View (“City”) and City’s agents, officers, Councilmembers, employees, boards, and commissions (collectively, the “Indemnified Parties”) from any and all claims, actions, or proceedings (collectively, “Claims”) brought against one (1) or more of the Indemnified Parties, seeking to attack, set aside, void, or annul the acceptance, review, processing, and/or any approval of the application or related decision, including, but not limited to, the processing or adoption of any environmental documents or determinations under the California Environmental Quality Act, which relate to the approval. This Indemnification Agreement shall include, but is not limited to, all costs and expenses, including attorneys’ fees, incurred by City, and all damages, costs, expenses, attorneys’ fees, or expert witness fees that may be awarded to the prevailing party arising out of, or in connection with, the acceptance, review, processing, and/or approval of the application, or any related decision or action to approve, conditionally approve, or deny the project, whether or not there is concurrent, passive, or active negligence on the part of the Indemnified Parties. If, for any reason, any portion of this Indemnification Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of this Indemnification Agreement shall remain in full force and effect.
2. City may, but is not obligated to, defend such Claims in City’s sole discretion, in the manner City determines appropriate, all at Applicant’s sole cost and expense.
3. If Applicant is required to defend City as set forth above, City shall retain the right to approve: (a) the counsel who shall defend City; (b) all significant decisions concerning the manner in which such defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. Per Government Code Section 66474.9, City shall promptly notify Applicant of any proceeding and shall reasonably cooperate in the defense. If the City Attorney’s Office participates in the defense, all time and overhead costs shall be paid by Applicant.
4. Applicant agrees to indemnify City for all of City’s costs, fees, and damages incurred in enforcing this Indemnification Agreement.
5. This Indemnification Agreement shall remain in full force and effect throughout all stages of litigation, including appeals of any lower court judgments.

If an authorized agent is signing on behalf of the property owner or lessee that is a business entity, documentation evidencing authority to sign on behalf of the applicant entity must be submitted with this form.

Applicant Name: _____ for _____ (Company, if applicable)

Phone No: _____ Email: _____

Mailing Address: _____

Signature of Applicant Date

POSTING OF INFORMATION

I (we), as Applicant, agree to allow the City of Mountain View to copy and distribute all application materials and information and post on the official City website as necessary for the project approval process, including public hearings.

AGREEMENT TO PAY FEES

I (we) hereby agree to pay all personnel and related direct and indirect costs for the review and processing of application(s) for the subject project at such time as requested by the Community Development Director or designee. Direct costs include, but are not limited to, review of project application(s) for completeness by all applicable City departments; telephone or written communication with Applicant/property owner/architect, engineer, noticing, outside consultants, etc.; preparation of staff reports; administrative charges; and attendance by staff at public hearings or meetings on the project.

Deposits paid at the time of application are estimates of the minimum amount of staff time and other costs required to process an application. In the event the deposit is not sufficient to reimburse the City for the processing of the application, Applicant shall provide additional deposits to City for planning services to complete the processing of the application. City shall not perform any further planning services with respect to the application until Applicant provides all necessary deposits. No interest shall accrue on amounts deposited. Any unexpended funds will be returned to Applicant(s).

I (we) hereby certify that the information stated on forms, plans, and other materials submitted herewith in support of the application is true and correct to the best of my (our) knowledge. It is my (our) responsibility to inform City, through assigned staff, of any changes to information represented in these submittals.

APPLICANT INFORMATION AND SIGNATURE

Applicant Name: _____ **Phone No.:** _____
Company (if applicable): _____ **Email:** _____
Mailing Address: _____

Signature of Applicant **Date**

ARCHITECT INFORMATION, CONSENT, AND SIGNATURE

I **CONSENT** or I **DO NOT CONSENT** to allow the City of Mountain View to post online, in whole or in part, the architectural drawings and plans submitted for this project, including information protected by copyright laws, on the official City of Mountain View website (City website) as an indefinite online record for the project, including public hearings and meetings. If I do not consent, then only those architectural sheets and materials permitted under Senate Bill 1214 (e.g., site plan and massing diagram) will be posted on the City website. I am the design professional or copyright owner authorized to provide this consent.

Select one: **I CONSENT** or **I DO NOT CONSENT**

Architect/Copyright Owner Name: _____ **Phone No.:** _____
Company (if applicable): _____ **Email:** _____

Signature of Architect/Copyright Owner **Date**

PROPERTY OWNER INFORMATION AND SIGNATURE

I (we) declare, under penalty of perjury, that in securing this permit, I am (we are) the owner of this property(ies) and that the statements herein and all information herewith submitted are, to the best of my (our) knowledge and belief, true and correct. If the project contains multiple property owners, each additional owner's information and signature is required below.

Legal Property Owner Name: _____ **APN(s):** _____
Company (if applicable): _____ **Email:** _____
Mailing Address: _____ **Phone No.:** _____

Signature of Property Owner **Date**

PROPERTY OWNER INFORMATION AND SIGNATURE (Cont'd)

Legal Property Owner Name: _____ **APN(s):** _____

Company (if applicable): _____ **Email:** _____

Mailing Address: _____ **Phone No.:** _____

Signature of Property Owner Date

Legal Property Owner Name: _____ **APN(s):** _____

Company (if applicable): _____ **Email:** _____

Mailing Address: _____ **Phone No.:** _____

Signature of Property Owner Date
