



INDEMNIFICATION AGREEMENT

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, and employees (including consultants) from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this application, whether or not there is concurrent negligence on the part of the Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against Imperial County Local Agency Formation Commission, its agents, officers, attorneys, or employees, to attack, set aside, void, or annul the approval of the application or adoption of the environmental document which accompanies it, then the following procedures shall apply:

1. The Executive Officer shall promptly notify the Commission of any claim, action, or proceeding brought by an applicant challenging the Commission's action. The Commission, its agents, attorneys, and employees (including consultants) shall fully cooperate in the defense of that action.
2. The Commission shall have the final determination on how best to defend the case and may defend it with in-house counsel or by retaining outside counsel. In either case, the applicant shall be fully responsible for all costs incurred. The applicant may - at its own expense - provide his or her own counsel to defend the case, with prior written approval of the Commission. Said independent counsel shall cooperate with LAFCo counsel to provide a joint defense of LAFCo to the satisfaction of the Commission.

Executed in _____, California on _____, _____, _____
(city) (month) (day) (year)

Real Party in Interest / Property Owner	Applicant (If different from the Owner)
Name: _____	Name: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Mailing Address: _____	Mailing Address: _____

FOR LAFCO USE ONLY

Received By: _____ Date Received: _____ ID # _____