



# 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 to best 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 request to provide his or her own counsel to defend the case, however prior written approval of the Commission shall be obtained. Said independent counsel shall work with LAFCO counsel to provide a joint defense and shall include a complete defense of LAFCO to the satisfaction of the Commission.

Executed in EL CENTRO California on OCTOBER 15<sup>TH</sup> 2024  
(city) (month) (day) (year)

### Applicant

Name (print): DAVID MONIGOLD

Title: AGENT

Signature: [Signature]

Mailing Address:

832 STEVEN ST  
BEAWEY, CA 92227

### Real Party in Interest / Property Owner (If different from Applicant)

Name (print): JAIME TAMAYO

Title: PRESIDENT

Signature: [Signature]

Mailing Address:

736 YUCCA DR.  
EL CENTRO, CA 92243

### FOR LAFCO USE ONLY

Received By: Lori Zinn

Date Received: 10/30/2024

Project No. HPUD 2-24