



Project Name:

Project Number:

LAFCo staff will assign name and number

Legal Indemnification

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Sacramento Local Agency Formation Commission, its agents, officers, attorneys, and employees (collectively “LAFCo”) 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 passive or active negligence on the part of LAFCo. This indemnification obligation is intended to be as broad as permitted by law.

The Executive Officer may require a deposit of funds sufficient to cover estimated expenses of such proceedings. Applicant and the real party in interest agrees that LAFCo shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that such actions shall not relieve or limit the obligations to indemnify and reimburse defense costs.

Name (please print clearly)

Signature of Property Owner/Applicant or Designated Agent

Executed at _____, on _____

Commissioners

Sue Frost, Rich Desmond, County Members ■ *Phil Serna, Alternate*
Linda Budge, Sean Loloee, City Members ■ *Vacant, Katie Valenzuela, Alternates*
Chris Little, Public Member ■ *Timothy Murphy, Alternate*
Lindsey Liebig, Gay Jones, Special District Members ■ *Charlea Moore, Alternate*

Staff

José C. Henríquez, Executive Officer ■ *Desirae Fox, Policy Analyst*
Nancy Miller, DeeAnne Gillick, Commission Counsel