

SAMPLE
(Form to be Prepared by Commission Clerk)

Indemnification Agreement

As part of the **AIRGAS NCN, INC. REORGANIZATION [Annexation to City of Sacramento and Detachment from CSA #1, Sacramento Metropolitan Fire District, Southgate Recreation & Park District and County Water Zone 40], (05-02), AIRGAS NCN, INC.**, applicant and real party in interest, hereby agrees to defend, indemnify, and 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 the **Airgas NCN, Inc. Reorganization (05-02)**, or adoption of the environmental document which accompanies it. This indemnification obligation shall not include intentional or willful misconduct on the part of LAFCo, but shall include passive and/or concurrent active negligence by LAFCo, and includes, but is not limited to, damages, costs, expenses, attorney fees of LAFCo, or expert witness fees or attorney 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. This indemnification obligation is intended to be as broad as permitted by law.

Executed at Sacramento , California on _____

**SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION**

AIRGAS NCN, INC.

By _____
Peter Brundage
Executive Officer

By _____

**SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION
1112 I Street, Suite #100
Sacramento, CA 95814**

**AIRGAS NCN, INC.
6790 Florin Perkins Road, Suite #300
Sacramento, CA 95828**