

# IMPERIAL COUNTY PLANNING & DEVELOPMENT SERVICES GENERAL INDEMNIFICATION AGREEMENT

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As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the County of Imperial ("County"), 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 County, its agents, officers, attorneys, or employees (including consultants).

If any claim, action, or proceeding is brought against the County, its agents, officers, attorneys, or employees (including consultants), 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 Planning Director shall promptly notify the County Board of Supervisors of any claim, action or proceeding brought by an applicant challenging the County's action. The County, its agents, attorneys and employees (including consultants) shall fully cooperate in the defense of that action.
2. The County shall have the final determination on how to best defend the case and will consult with applicant regularly regarding status and the plan for defense. The County will also consult and discuss with applicant the counsel to be used by County to defend it, either with in-house counsel, or by retaining outside counsel provided that the County shall have the final decision on the counsel retained to defend it. Applicant shall be fully responsible for all costs incurred. Applicant shall be entitled to provide his or her own counsel to defend the case, and said independent counsel shall work with County Counsel to provide a joint defense.

Executed at \_\_\_\_\_ California on \_\_\_\_\_, 201 \_\_\_\_\_

**APPLICANT**

**REAL PARTY IN INTEREST**  
(If different from Applicant)

Name: \_\_\_\_\_

Name \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Mailing Address:

Mailing Address:

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ACCEPTED/RECEIVED BY \_\_\_\_\_ Date \_\_\_\_\_

PROJECT ID NO \_\_\_\_\_ APN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_