

DEL NORTE
LOCAL AGENCY FORMATION COMMISSION
1125 16th Street, Suite 202
Arcata, California 95521
(707) 825-9301

**APPLICATION FORM
SPHERE OF INFLUENCE AMENDMENT**

APPLICANT INFORMATION

<i>Agency Name</i>	
<i>Address</i>	
<i>Staff Contact</i>	
<i>Telephone</i>	
<i>E-mail</i>	

Applicant's Representative (if applicable):

<i>Name</i>	
<i>Address</i>	
<i>Telephone</i>	
<i>E-mail</i>	

PROPOSAL DESCRIPTION

1. What is the purpose of the propose sphere of influence amendment?

2. Describe the affected territory in terms of location, size, topography, and any other pertinent characteristics. Please attach a map showing the current and proposed sphere.

3. Assessor Parcel Number(s):

Please answer the following questions/factors required for sphere of influence determinations.

1. Describe the present and planned land uses in the area, including agricultural and open-space lands.
2. Describe the present and probable need for public facilities and services in the area.
3. Describe the present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide.
4. Describe the existence of any social or economic communities of interest in the area that the Commission may determine are relevant to the agency.

OTHER REQUIREMENTS

Environmental Determination: Copies of environmental documentation, pursuant to the California Environmental Quality Act (CEQA), prepared by the lead agency (including an initial study, technical reports, and written comments or recorded public testimony relative to the environmental documents) should be submitted with the application.

The following environmental document has been prepared:

- Statutory or Categorical Exemption
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report

Filing Fees: Applicants are required to pay fees in accordance with LAFCo's adopted fee schedule to cover the administrative and staff costs required to evaluate proposals. Checks must be made payable to: "Del Norte LAFCo".

INDEMNIFICATION

As part of this application, the Applicant agrees to indemnify, hold harmless and reimburse Del Norte LAFCo for all reasonable expenses and attorney fees in connection with the defense of LAFCo and for any damages, penalties, fines or other costs imposed upon or incurred by LAFCo should LAFCo be named as a party in any litigation or administrative proceeding in connection with his/her/its application. This obligation includes the obligation to reimburse LAFCo, its officers, employees and agents for any court costs, or attorney fees, which LAFCo, its officers, employees or agents are required by a court to pay, as a result of such claim, action or proceeding. LAFCo agrees to notify the Applicant of any such claim, action or proceeding promptly after LAFCo becomes aware that such action has been taken. LAFCo agrees to cooperate in the defense provided by the Applicant. Additionally, LAFCo may participate in the defense of the claim, action or proceeding at LAFCo's expense, but such participation will not relieve the Applicant of Applicant's defense and indemnification obligations. However, if Applicant defends LAFCo with a reservation of rights or with any conditions other than an unqualified and full agreement to defend and indemnify, at the sole discretion of LAFCo, Applicant will also pay reasonable attorney's fees and expenses for separate counsel, selected by LAFCo, for LAFCo's participation in the defense.

Signature

Title

Date