

**INDEMNIFICATION AGREEMENT
BY AND BETWEEN HUMBOLDT COUNTY
AND
JOEL GECK-MOELLER**

THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into this 10th day of November, 2022, by and between the County of Humboldt ("County"), Joel Geck-Moeller ("Applicant/Owner"), collectively the "parties." This Agreement is effective as of November 10, 2022.

RECITALS

WHEREAS, Applicant/Owner is/are the record owner(s) of the real property property referred to as the Assessor's Parcel Numbers (APNs) identified in Exhibit "A" to this agreement (hereinafter the "Property"); and

WHEREAS, Applicant/Owner/Owner has submitted an application to the County for the following entitlement (hereinafter, the "Project"): A Coastal Development Permit (CDP) for the construction of a new approximately 2,024 SF two-story residence, 984 SF uncovered deck, as well as an entry deck, gravel driveway, and a detached two-car garage to be constructed on an existing 25x25-foot concrete slab. The CDP will also authorize approximately 1.75 to 2 acres of brush clearing for the planting of fruit trees, berries, and a residential garden area. The parcel is currently developed with a well and on-site wastewater treatment system. The project is exempt from environmental review pursuant to Sections §15303 and §15304 of the State CEQA Guidelines.

TERMS

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Applicant/Owner, or any successor(s)-in-interest, shall defend, indemnify, save and hold harmless the County of Humboldt, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to: any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County's advisory agencies, boards or commissions, appeals boards, or commissions, Planning Commission, or Board of Supervisors; and attorneys' fees and costs awards) arising out of, or in connection with the County's review or approval of the Project or arising out of or in connection with the acts or omissions of Applicant/Owner, their agents, employees or contractors.

With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project, including any contention the Project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state or federal law. The obligation of

Applicant hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. This obligation shall also extend to any claim, action or proceeding against the County to attack, set aside, void or annul decisions made in response to California Public Records Act requests associated with the Project.

2. The County will promptly notify Applicant/Owner of any such claim, action, or proceeding that is or may be subject to this Indemnification and will cooperate fully in the defense. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.
3. The County Counsel shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, Applicant and Owner will reimburse the County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
4. The Applicant/Owner shall pay all legal services expenses the County incurs in connection with any such litigation, whether it incurs such expenses directly, whether it is ordered by a court to pay such expenses, or whether it incurs such expenses by providing legal services through its Office of County Counsel or through outside counsel retained to represent the County in such litigation. Payment for County's costs related to the litigation shall be made on a deposit basis. Within thirty (30) days of receipt of notice from County that litigation has been initiated against the Project, Applicant/Owner shall initially deposit with the County Planning and Building Department the total amount of Twenty Thousand Dollars (\$20,000). Applicant/Owner shall deposit with County such additional amounts as County reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the County associated with the litigation. Within ten (10) days of written notice from County, Applicant/Owner shall make such additional deposits.
5. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.
6. Applicant/Owner shall pay all court ordered costs and attorney fees.
7. For any breach of the obligations contained herein, the County may decline to approve the Project or rescind its approval of the Project.
8. Applicant/Owner shall not be required to pay or perform any settlement unless the settlement is approved in writing by Applicant/Owner, which approval shall not be unreasonably withheld. The County must approve any settlement affecting the rights and obligations of the County.

9. The obligations of Applicant/Owner under this Agreement shall apply regardless of whether any permits or entitlements are issued. The parties agree that this Agreement shall constitute a separate agreement from any Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
10. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Humboldt County Superior Court, unless transferred by court order pursuant to California Code of Civil Procedure Section 394 or 395.
12. It is agreed and understood by the parties hereto, that this agreement has been arrived at through negotiations and that neither party is to be deemed the party which prepared this agreement within the meaning of Civil Code section 1654.
13. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and delivery this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.
14. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

After review and consideration of all of the foregoing terms and conditions, Applicant, by its/their signature(s) below, hereby agree(s) to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT;
AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER
OR TREASURER.

APPLICANT/OWNER

By: _____

Name: _____

Date: 10/10/2022

Title: Applicant/owner

By: _____

Date:

Name: _____

Title: _____

COUNTY OF HUMBOLDT

By: _____
Virginia Bass, Chair
Humboldt County Board of Supervisors

Date: