



COUNTY OF HUMBOLDT

Legislation Text

File #: 22-5, Version: 1

To: Board of Supervisors

From: Planning and Building Department

Agenda Section: Consent

SUBJECT:

Resolution Authorizing the Signature of an Indemnification Agreement by the Planning Director between Nordic Aquafarms California, LLC and the Humboldt County Planning and Building Department.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize and direct the Planning and Building Department Director to execute in the name of the County of Humboldt the Indemnification Agreement between Nordic Aquafarms California, LLC and the Humboldt County Planning and Building Department.

DISCUSSION:

This action would allow the Director of Planning and Building to sign an Indemnification Agreement for Nordic Aquafarms California, LLC for Planning Application PLN-2020-16698. Humboldt County Code does not require an indemnification agreement for applications not related to cannabis, but for large, complex, and potentially controversial applications, an indemnification agreement is appropriate to protect the county in the extent of future litigation. The indemnification agreement would make Nordic Aquafarms California, LLC contractually obligated to defend, indemnify, save and hold harmless the County of Humboldt and its respective representatives and employees from any and all third-party claims, actions, proceedings or liabilities of any nature whatsoever arising out of or in connection with the county's review or approval of the project, or in connection with any acts or omissions that the applicant and its representative associated parties engage in. The indemnification agreement, as written, would be signed by the Director of the Planning and Building Department.

FINANCIAL IMPACT:

As state above, the indemnification agreement would make Nordic Aquafarms California, LLC contractually obligated to defend, indemnify, save and hold harmless the County of Humboldt and its respective representatives and employees from any and all third-party claims, actions, proceedings or liabilities of any nature whatsoever arising out of or in connection with the county's review or approval of the project, or in connection with any acts or omissions that the applicant and its representative associated parties engage in.

In addition, pursuant to the agreement, the Office of County Counsel retains the absolute right to approve all counsel employed by applicant to defend the county, which approval shall not be unreasonably delayed. To the extent the county uses any of its resources to respond to claims as detailed in the agreement, or to assist the defense, applicant will reimburse the county upon written demand for costs incurred in connection therewith. 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. The county and applicant shall coordinate defense efforts and shall minimize costs of defense to the extent possible.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the signature and execution of an Indemnification Agreement between the County of Humboldt's Planning and Building Department and Nordic Aquafarms California.

ATTACHMENTS:

1. Indemnification Agreement document requiring Director signature.

PREVIOUS ACTION/REFERRAL:

Board Order No.: N/A

Meeting of: N/A

File No.: N/A