



STANDARD INDEMNIFICATION AGREEMENT

Should the Humboldt Local Agency Formation Commission (LAFCo) be named as a party in any litigation (including a "validation" action under California Civil Code of Procedure 860 et seq.) or administrative proceeding in connection with a proposal, the Applicant agrees to indemnify, hold harmless and reimburse 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.

Authorized Representative Signature

Print Name of Authorized Representative

Print Name of Organization

Date