

## **HLA-SOUTHERN HUMBOLDT INDEMNIFICATION AGREEMENT**

Grantee to accept all responsibility for loss or damage to any person or entity, including but not limited to the HLA-SH and the County of Humboldt, and agrees to indemnify, defend, reimburses, release and hold harmless the HLA-SH, its board, officers, agents, volunteers and employees as well as, the County of Humboldt, its board, officers, agents, employees and volunteers from and against any and all claims, actions, suits, losses, disability, liability, damages (including, but not limited to, property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including, but not limited to, reasonable attorneys' fees and expenses – including, but not limited to attorney fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by HLA-SH to enforce the indemnity provision herein) arising out of the Project and/or the expenditure of grant funds provided by the HLA-SH, and/or arising out of or relating to the acts or omissions, actual or alleged, of Grantee or Grantee employees, subgrantees, contractors, subcontractors, suppliers, laborers, contingent workers, agents, affiliates and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement and/or with respect to the Project and/or expenditures of grant funds provided by the HLA-SH.

Grantee's duty to defend exists regardless of whether it is ultimately determined that there is no duty to indemnify. HLA-SH shall have the right to select its own legal counsel at the expense of Grantee, subject to Grantee's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Grantee or Grantees agents under worker's compensation acts, disability benefits acts, or other employee benefit acts. Grantee's obligations under this provision shall not be paid or discharged using funds paid to Grantee by HLA-SH or using funds derived from any assets or property acquired by Grantee using funds paid to Grantee by HLA-SH.

Except for proceeds from any policy of insurance maintained by Grantee as required in this Agreement, policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by Grantee.

### **INSURANCE**

With respect to performance under this Agreement, Grantee shall maintain and shall require all subcontractors, contractors, and other agents to maintain insurance as described below:

General Liability Insurance

Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount of no less than ONE Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or

- a. The HLA-SH and the County of Humboldt, its agents, officers, officials, employees, and volunteers, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
  
- c. The insurance provided herein is primary coverage to the HLA-SH and County of Humboldt with respect to any insurance or self-insurance programs maintained by the HLA-SH or the County of Humboldt.
  
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the HLA-SH.

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

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Note:**

Please attach certificate of Insurance