

1 Introduced June 23, 2020, by Councilman
2 Borchert, seconded by Councilman Tamborella,
3 (by request of Administration)

4 **Item No. 20-06-3332**

5 **ORDINANCE NO. 3994**

6
7 An ordinance to amend subsection (a) of Section 21-54 (Contract provisions;
8 indemnification prohibition) of ARTICLE III (RISK MANAGEMENT, INSURANCE AND
9 INDEMNIFICATION) of Chapter 21 (PERSONNEL), of the Code of Ordinances, City of
10 Slidell, Louisiana relative to contractual indemnification.

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12 WHEREAS, the City of Slidell often has need to enter into intergovernmental
13 agreements in order to meet the needs of the public; and

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15 WHEREAS, intergovernmental agreements may require the City to hold
16 harmless, defend, and indemnify one or more public entity, including the agents, officers,
17 and employees of same, against liability arising out of or related to acts or omissions
18 and employees of same, against liability arising out of or related to acts or omissions
19 connected to the agreement; and

20
21 WHEREAS, the City of Slidell wishes to amend its Code of Ordinances to
22 account for such standard contractual requirements.

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24 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
25 hereby amend subsection (a) of Section 21-54 (Contract provisions; indemnification
26 prohibition) of ARTICLE III (RISK MANAGEMENT, INSURANCE AND INDEMNIFICATION)
27 of Chapter 21 (PERSONNEL), of the Code of Ordinances, City of Slidell, Louisiana relative
28 to contractual indemnification, to read as follows:
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33 (a) No city contract or agreement shall contain any provision, and the
34 city shall not be bound by any provision of any such agreement, whereby
35 the city, its agents, officers or employees agree to provide any indemnity or
36 assume any liability for any omission, act or activity of the city, its agents,
37 servants or employees, beyond such liability as may be imposed as a
38 matter of law upon the city by reason of such omission, act or activity
39 existing in the absence of any contractual provision relating thereto.

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4 Notwithstanding the foregoing or anything in this Code to the contrary, to
5 the extent not prohibited by Louisiana law, the city may, in its discretion,
6 contractually agree to hold harmless, defend and indemnify one or more
7 public entities, including the agents, officers, and employees of same,
8 against liability arising out of or related to acts or omissions connected to any
9 intergovernmental agreement to which the city is a party.

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11 **ADOPTED** this 28th day of July, 2020.

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14 Kenny Tamborella
15 President of the Council
16 Councilman District E

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19 Greg Cromer
20 Mayor

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23 Thomas P. Reeves
24 Council Administrator

DELIVERED	7/29/20
1:00 pm	to the Mayor
RECEIVED	7-31-20
1:40 pm	from the Mayor

Sec. 21-54. Contract provisions; indemnification prohibition.

(a) No city contract or agreement shall contain any provision, and the city shall not be bound by any provision of any such agreement, whereby the city, its agents, officers or employees agree to provide any indemnity or assume any liability for any omission, act or activity of the city, its agents, servants or employees, beyond such liability as may be imposed as a matter of law upon the city by reason of such omission, act or activity existing in the absence of any contractual provision relating thereto.

(b) The city shall not enter into any contract or agreement, nor be bound by any provision of any such contract or agreement whereby the city limits its rights to obtain legal redress, damages or compensation whatsoever, other than such limitations as may be imposed by law in the absence of any such provision; for any act constituting negligence, product liability, design defect or similar conduct exposing the city to a potential loss of property, personal injury liability or damages recoverable by law as direct and special damages for such conduct, omission or activity. The provisions of this subsection shall not be construed to affect the ability of the city by contract or agreement to enter into terms or conditions relative to product warranty, guaranty or merchantability. The provisions of this subsection shall further not be construed to limit the ability of the city to obtain property or the use of any property through the acceptance of any conveyance other than a full bill of sale or warranty deed.

(c) The city shall include in all contracts in which any person, firm, corporation or entity is acting or may act to provide goods or services or perform contracts, including but not limited to public works contracts, on behalf of the city; such terms and conditions requiring indemnification of the city or insurance providing coverage for the city with or without a policy or bond, as in the judgment of the risk manager and upon the recommendation of the contracting department of the city, shall be sufficient to provide adequate protection consistent with reasonable business requirements of the city in the performance of a

contract or work on behalf of the city. The city attorney may publish and distribute to the various departments, divisions and functions of the city appropriate contractual language and policy requirements to form part of city contracts and agreements.

(Code 1966, § 2-78)

Sec. 21-55. Risk management loss control.

(a) The direction of the risk management loss control function of the city and all of its departments, divisions and functions, shall be vested in the risk management division.

(b) The risk manager shall have responsibility for coordination and control of all efforts of the city to protect against personal injury liability and property damage loss control. The division may establish by appropriate regulation promulgated by the risk manager, regulations and requirements designed to protect the city from personal injury liability claims and property damage claims.

(Code 1966, § 2-79)

Sec. 21-56. Workers' compensation.

(a) The risk manager shall have the responsibility for the fiscal and administrative management of all workers' compensation claims against the city; responsibility for the management and budgeting of the workers' compensation risk fund, the control of risk management, and the risk management section; and the payment of claim costs.

(b) The city attorney shall have the responsibility for management of all legal actions against the city and shall further have the responsibility for the determination of legal liability of the city with respect to any workers' compensation claim.

(c) The risk manager shall also be subject to rules and regulations from the city attorney, director of finance, and the workers' compensation insurer or a third party administrator in respect to the fiscal and administrative management of the workers' compensation claims.

(Code 1966, § 2-80)