

DATE: March 28, 1986

TO: Sylvester Murray, City Manager  
FROM: City Attorney  
SUBJECT: Standardization of Indemnification and Hold  
Harmless Clauses in City Contracts and  
Agreements

Most City agreements include an indemnification and hold harmless clause. Some of the administering departments have used, or are using, modifications to previously approved language designed to maximize the City's protection.

In order to re-standardize this important clause, it is suggested that your office advise the appropriate departments to conform their standardized agreements regarding indemnification as follows:

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

(Contractor) agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to (Contractor's) employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of (Contractor), and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that (Contractor's) duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

Any deviations from this specific language should be made only with approval from this office and only under special circumstances.

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By

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