

LDWA PERSONNEL POLICIES AND PROCEDURES

SECTION VI: PROTECTION FROM CONTRACTOR CAUSED LOSSES/LIABILITIES

1. **GENERAL POLICY.** LDWA will take all necessary precautions and steps in written contracts to prevent loss and liability arising from entering relationships with independent contractors using the hold harmless provisions set forth in Paragraphs 2.B and 2.C. of this Section, below.

2. **BOARD MEMBER RESPONSIBILITIES.**
 - A. To ensure that no work is performed by any private contractor until:
 - (1) A written contract between LDWA and the contractor has been entered into and signed by both parties.
 - (2) The signed written contract has been co-signed by the LDWA Board or designee.

 - B. Each contract with a private contractor should contain indemnity/hold harmless clauses including provisions that:
 - (1) All contracts must contain indemnity and defense provisions in which the contractor assumes all liability arising out of work performed by the contractor or their officers, employees, agents, and volunteers.
 - (2) All contractors must provide evidence that they have acquired and maintain comprehensive general liability coverage, including liability insurance covering the contract concerned, prior to the execution of the contract.
 - (3) LDWA Board Members, employees, agents and volunteers must be named as additional insured on the liability insurance policy.

 - C. Each contract with a private contractor should contain provisions that ensure the contractor is carrying workers compensation insurance coverage.
 - (1) LDWA should require evidence of Workers Compensation insurance (or evidence of qualified self-insurance) from all contractors.
 - (2) LDWA should have the contractor show evidence of the contractor's Workers Compensation coverage to LDWA.