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FLOOR DEBATE

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indemnifying them against their negligence. Now, when Senator Stuhr says if she goes to her doctor, she would not indemnify her doctor against any negligence, I don't think. She would not tell her doctor, if you are negligent, I'm not going to take any recourse against you. She would also not tell her doctor, and if there's any litigation resulting from my visiting with you that I will pay for it; even if you're sued, I will stand responsible for the cost of that litigation. She would not do that, nor would any of the rest of us do that. And yet, that's what we're doing in the authority that we're granting to the public power district to enter into this agreement. This agreement isn't just entered into by the board, a duly-elected board, and another entity. We're granting statutory authority to enter into an indemnification agreement. We as a body are doing the indemnification, and that indemnification potentially includes the costs of any litigation, defending claims by third parties, or prosecuting claims against third parties, and that shall all simply be considered costs of operation, costs of operation that then get shifted back to the citizens and the ratepayers of Nebraska. My amendment does limit that. And Senator Mines was absolutely correct in his description. My amendment would simply say that it does not authorize reimbursement of any cost related to prosecuting or defending any claims by such entity against the state of Nebraska or any of its political subdivisions, which would certainly include Nebraska Public Power District. The bill can be pulled back. The amendment can be attached, if the body so desires. There's still time to pass this. It doesn't hold up the process. It doesn't prevent NPPD from entering into the agreement. In a week or two, this can be back on Final Reading and it moves along. But this, at least, does some limiting of the potential liability that we could be saddling the ratepayers of Nebraska with, and that's what I'm asking you to consider. I'm asking you to return the bill for this specific amendment to limit that liability exposure, and when a contract is finalized, at least it's with this understanding that we would not be that additionally liable for these expenses due to litigation. That's what I'm asking you to do. I think it's fairly straightforward. I apologize for it being on Final Reading, but isn't that the purpose of three readings? Isn't that the way our system was designed so that if you get additional