

R E S O L U T I O N

BE IT RESOLVED by the Jefferson County Commission that the following policy on Indemnification is hereby adopted and authorized:

I. Authorized.

(a) Except as hereinafter excluded or otherwise limited, Jefferson County, Alabama shall provide legal representation for its employees and shall indemnify such employees with regard to such civil claims as such employees may be legally obligated to pay where the incident or occurrence giving rise to such representation or payment was one arising out of and within the line and scope of their employment for the County, pursuant to the limitations and upon the conditions herein specified.

(b) The provisions hereof shall apply equally to, and representation will be provided under the provisions of this section for members of herein named boards, agencies, and commissions with regard to civil claims or suits which arise during the term of their appointment and which result from actions of said board or agency members performed within the line and scope of the authority granted to them by the laws of the State of Alabama, pursuant, however, to all limitations and conditions herein specified.

(c) The provisions hereof shall specifically apply to members of the following boards, agencies, and commissions:

- (1) Cooper Green Hospital Advisory Board
- (2) The Pension Board of the General Retirement System for Employees of Jefferson County (Defense only)
- (3) Jefferson County Grievance Committee
- (4) Jefferson County Board of Zoning Adjustment
- (5) Planning and Zoning Commission

- (6) Flood Hazard Appeal Board
- (7) Sewer Contractor Prequalification Board
- (8) Sewer Moratorium Committee

Inspection Services

- (1) Jefferson County Gas Fitters Examining Board
- (2) Jefferson County Electrical Examining Board
- (3) Jefferson County Plumbing Board of Adjustment and Appeals
- (4) Jefferson County Building Code Board of Adjustments and Appeals
- (5) Jefferson County Electrical Board of Adjustments and Appeals
- (6) Jefferson County Gas Board of Adjustments and Appeals

II. Representation by County Attorney.

(a) Except as limited or excluded in this policy, the County Attorney shall, upon request in writing by any County employee, undertake legal representation or defense, without charge, of such County employee with respect to any civil claim or civil cause of action arising out of and within the line and scope of the employment of such employee; provided, however, that where the County Attorney shall determine that a conflict exists by reason of the legal obligation of the County Attorney to represent, actually or potentially, any other party to the claim or cause of action, or where, in the judgment of the County Attorney, the nature of the case or workload of the County Attorney's office indicates the interest of the employee and/or the County would be better served by the engagement of outside counsel for the employee, the County Attorney will, in consultation with the employee, seek the retention of appropriate counsel on a fee arrangement satisfactory to such counsel and the County.

(b) Every employee who is involved in an accident or in an incident while acting within the scope of his/her employment which has or may result in a claim for bodily injury, personal injury, or property damage being asserted against

such employee or the County shall report same to his department head as soon as possible thereafter in writing on forms furnished for this purpose. A copy of each such report shall be forwarded immediately to the County Attorney's office along with a copy of any police accident or incident report. Any claim or demand, whether written or oral, made upon any employee as a result of any such accident or incident must be reported and forwarded to the County Attorney's office as soon as received.

Any suit papers received by or served upon an employee as a result of such accident or incident must be delivered immediately to the County Attorney's office if representation as provided herein is sought by such employee.

(c) The County Attorney shall not provide counsel for an employee nor shall the County be financially responsible as a result of any liability incurred by an employee where it appears either prior to or during litigation that:

1. The occurrence involved was willfully, maliciously, wantonly or intentionally caused by or at the direction of the employee; or

2. The employee against whom a claim or suit is asserted refused to cooperate with the attorneys for the County in investigation the claim or suit, in making a settlement, or in defending a lawsuit; or

3. The employee makes an admission of liability; or

4. The employee unilaterally makes an agreement to settle a claim or suit, or otherwise enters into collusion with the person or persons asserting a claim or suit against the employee and/or the County; or

5. Where the employee's actions involved were not done in good faith nor under the reasonable belief that such activities were in the best interest of the County nor in the furtherance of the official practices and policies of the County; or

6. Where the occurrence was not within the line and scope of the authority of the person so acting; or

7. The act involved occurred while the employee was engaged in the employ of one other than Jefferson County, Alabama, and the employee's act was not performed as a part of or in the regular course of his duties as a County employee.

(d) The County Attorney shall determine whether or not a claim or suit filed against an employee meets the requirements specified herein for providing defense for such employee and for indemnification of such employee. If a determination is made that a claim or suit does not meet the requirements specified herein, the County Attorney shall so inform the employee in writing; and the affected employee may, within five days, appeal such determination to the County Commission, who, after interviewing the employee, shall determine whether representation and indemnification shall be provided by the County.

III. Indemnification.

(a) The County's obligation hereunder to pay on behalf of an employee claims or money damages arising out of any one occurrence shall not exceed \$25,000.00 to any one person and \$50,000.00 aggregate to 2 or more persons for personal injury and shall not exceed \$10,000.00 in property damage, unless a greater amount is approved by majority vote of the County Commission; and in no event shall the County's obligation exceed the maximum statutory limits of liability established for the County by state law.

(b) The County shall have the right in any such action to make such investigations and settlements of any claim or suit against an employee as the County deems expedient.

(c) Nothing in this section shall be construed as waiving the County's defense of governmental immunity or any other legal defense where such defense exists in any action brought against the County or its employees.

(d) The County's obligation as set out in this policy shall be in excess of and secondary to any insurance under which an employee or other protected individual may be covered. To be eligible hereunder, the employee and other protected individuals must reveal all such insurance by oath or affirmation.

78
437

2773

RESOLUTION

BE IT RESOLVED by the Jefferson County Commission that the resolution of November 25, 1986, setting out the Jefferson County Employee Indemnification policy is hereby amended by changing:

Paragraph 3. Indemnification. (a) to read as follows:

"(a) The County's obligation hereunder to pay on behalf of an employee claims or money damages arising out of any one occurrence shall not exceed \$50,000 to any one person and \$100,000 aggregate to 2 or more persons for personal injury and shall not exceed \$25,000 in property damage, unless a greater amount is approved by majority vote of the County Commission; and in no event shall the County's obligation exceed the maximum statutory limits of liability established for the County by state law."

2-17-87