

ALLEN COUNTY CODE TITLE 1 GENERAL PROVISIONS

ARTICLE 4 DEFENSE AND INDEMNIFICATION AGREEMENT

1-4-1 Chapter 1: Legal Indemnification Program

The County of Allen hereby agrees to defend and indemnify all of its elected and appointed officials, officers, and employees to the extent that liability is assessed against such persons which is not covered by other conventional insurance coverage's; provided, however, that such coverage does not include acts done by such officials or employees which are criminal in nature, outside the scope of employment or willful or wanton direct violation of laws, statutes, ordinances or regulations and for which the County would otherwise be additionally responsible because of the doctrine of respondent superior.

1-4-2 Chapter 2: Defense

The County of Allen hereby agrees to provide a defense at its expense to any of its elected and appointed officials, officers and employees covered under Chapter 1 herein.

1-4-3 Chapter 3: Indemnification

The County of Allen hereby agrees to indemnify and save and hold harmless any of its elected and appointed officials, officers or employees from any and all losses or liabilities covered under Chapter 1 herein to the extent provided by law.

1-4-4 Chapter 4: County Liability Fund

1-4-4-1

There is hereby created a "County Liability Fund". Said fund shall be a non-reverting fund of the County and will be initially funded and thereafter supplemented pursuant to the general rules applicable to County finances.

1-4-4-2

The purpose of this fund shall be to provide funds for the retention of attorneys and the payment of claims which have heretofore been covered by insurance but for which, because in costs, the County has elected not to continue said insurance.

1-4-4-3

Payment from said fund shall only occur after review and approval by the County Attorney and submission of claims to the County Commissioners for their review and approval.

1-4-4-4

All amounts placed in the fund shall be invested and reinvested pursuant to the standard procedures followed by the County, and said fund shall not revert to the County General at the end of the year.

(Regedanz, Ellenwood, Worthman