

Chapter 28

INDEMNIFICATION OF OFFICERS AND EMPLOYEES*

* **Cross References:** Administration, ch. 2.

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Sec. 28-1. Definitions.

For the purposes of this chapter, the term "officer" shall include any elected or appointed official of the city, and the term "employee" shall include all employees of the city.

(Code 1971, § 2-91)

Cross References: Definitions generally, § 1-2.

Sec. 28-2. Defense in actions.

The city shall have the duty to provide legal representation through the city solicitor or, in its discretion, through the selection of outside legal counsel, without charge to the persons involved, to any city officer or employee in connection with any claim, suit for damages, or other action against such person arising in connection with the performance by such officer or employee of his or her public duties; provided that such employee or officer may have his or her own counsel to assist in the defense, at the expense of the employee or officer. The officer or employee shall cooperate fully with the city in preparation and presentation of the case, and the failure to cooperate shall act as a waiver of such officer's or employee's right to indemnity under this chapter. For the purposes of this section, the term "arising in connection with the performance by such officer or employee of his or her public duties" shall not include any action which occurs during a period of time in which the officer or employee is engaged in outside employment or is rendering contractual services to someone other than the city.

(Code 1971, § 2-92)

Sec. 28-3. Right to indemnification.

(a) Any officer or employee who is held liable for the payment of any claims or damages, by way of judgment or settlement, shall be entitled to indemnification by the city, where the acts resulting in such liability were done in good faith, without malice, and within the course and scope of employment of the employee or officer. The city shall not be liable for settlement of any such claim or suit effected without its consent, and the city reserves the right to assert any defense and make any settlement of any claim or suit that it deems expedient.

(b) The indemnification provided by this section shall not be considered as other insurance for the

purpose of eliminating or decreasing the coverage provided to any officer or employee under any contract of insurance but shall be supplemental in nature and effective only in the event that the limits of any and all other coverage under any and all contracts of insurance are exceeded. Whether the acts were done in good faith, without malice, and within the course and scope of employment shall be determined by the city, and such determination shall be final for the purposes of the representation and indemnity of this section; provided, however, that, in the event such representation and indemnity have been denied by the city, if upon a trial on the merits it is determined that the officer or employee was acting in good faith, without malice and within the course and scope of employment, the indemnification hereunder shall be granted and reasonable legal expenses incurred in the defense of the claim reimbursed.

(Code 1971, § 2-93)

Sec. 28-4. City's defenses.

Nothing in this chapter shall be construed as waiving the city's defense of governmental immunity to it or its employees or officers in any action brought against the city or such officer or employee.

(Code 1971, § 2-94)

Sec. 28-5. Notice of actions.

The provisions of this chapter shall apply only where the city has been given notice of any actions brought against any employee or officer, based upon any action of such employee or officer within the scope of his/her authority as such.

(Code 1971, § 2-95)

Sec. 28-6. Cases creating conflict of interest for city solicitor.

Nothing in this chapter or in any ordinance of the city, and nothing in any agreement with the city solicitor, shall be construed to require the city solicitor to provide legal services in any manner which would cause the attorney to be involved in a conflict of interest.

(Code 1971, § 2-96)

Sec. 28-7. Applicability of chapter to city-appointed representatives to Pawtuxet River Authority.

The indemnification of this chapter shall apply to all representatives of the Pawtuxet River Authority who shall have been appointed by the city.

(Code 1971, § 2-97)