

## Reimbursement or Indemnification for Action or Judgment

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**Date of Approval by Council:** 01/18/89; 11/24/93;  
09/21/99

**Resolution No.** C-8/89; C109/93  
633/99

**Lead Role:** Chief Commissioner

**Replaces:** 30-00-025

**Last Review Date:** November 24, 2009

**Next Review Date:** 11/2012

**Administrative Responsibility:** Financial Services and Legislative & Legal Services

**Special Note:** Notice of actions or pending actions must be given to the Manager of Financial Services and the Manager of Legislative & Legal Services.

### Policy Statement

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Strathcona County shall maintain adequate insurance to provide coverage for the reimbursement or indemnification of any Elected Official, Committee, Commission or Board Member, employee, official, agent or other person performing any duty for Strathcona County, whether remunerated or not, (hereinafter collectively referred to as "the named Party") against any losses or expenses which he/she incurs as a result of any injury relating to, or any action brought or judgment obtained against him/her, arising out of his/her duties in that position; provided always that the legal liability for losses or expenses arises out of any act, error or omission during the performance of his/her duties which are or which he/she believes in good faith to be, within the scope of his/her position or employment with Strathcona County.

### Guidelines

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Strathcona County shall reimburse or indemnify any named Party against any losses or expenses incurred by a named Party notwithstanding that those losses or expenses may exceed the limits of liability available under the Strathcona County Comprehensive General Liability Policy and subject to the following conditions:

1. Except as hereinafter provided, reimbursement or indemnification will not be provided for the payment of fines or penalties levied or imposed against the named Party by reason of the named Party being charged with a violation of any statute or by-law. Fines or penalties levied or imposed against the named Party by reason of being charged with a violation of the Environmental Protection and Enhancement Act or the Freedom of Information and Protection of Privacy Act, or the Local Authorities Election Act will be reimbursed by Strathcona County, PROVIDED the named Party acted in good faith and within the course and scope of his/her authority in whatever actions resulted in the commission of an offence under the Act.
2. Strathcona County's insurers shall have the right to defend in the name of and on behalf of the named Party and make such investigation, negotiation and settlement of any claim as they may deem necessary or expedient.

3. The named Party, upon being notified that any legal action may be or is being commenced against him/her, shall immediately notify the Manager of Financial Services and the Manager of Legislative & Legal Services.
4. Insurance coverage maintained by Strathcona County extends to cover the named Party who has left his/her employment or position with Strathcona County; provided the incident out of which a claim or demand arises, actually occurred during the time the named Party was employed or performing duties for Strathcona County.