

A RESOLUTION TO ADOPT A POLICY WHEREBY THE CITY OF BOWMAN WILL  
UNDERTAKE TO DEFEND AND INDEMNIFY ITS EMPLOYEES, OFFICERS, AND  
OFFICIALS

WHEREAS, O.C.G.A. § 45-9-21 authorizes a city to adopt a policy whereby it will undertake to defend civil, criminal, and quasi-criminal actions brought or maintained against its employees, officers, and officials arising out of the performance of their official duties or employment;

WHEREAS, O.C.G.A. § 45-9-22 authorizes a city to adopt a policy whereby it will indemnify its employees, officers, and officials from claims and civil judgments rendered against them arising out of the performance of their official duties or employment;

WHEREAS, the Council of the City of Bowman, Georgia, finds it necessary and desirable to adopt such policies and to make them a part of the compensation and terms of employment of the employees, officers, and officials of the City of Bowman;

NOW, THEREFORE, the Council of the City of Bowman hereby resolves as follows:

- (1) **Short title.** This policy shall be known and may be cited as the “City of Bowman Defense and Indemnification Policy.”
- (2) **Immunity not waived.** Nothing contained in this policy shall be construed as waiving any immunity or privilege of any kind now or hereafter enjoyed by the City of Bowman, by any of its employees, officers, or officials, or by any of its agencies, boards, commissions, departments, or offices.
- (3) **Defense.** Subject to the terms and conditions of this policy, it shall be the policy of the City of Bowman to undertake to defend all civil, criminal, and quasi-criminal actions, whether based upon negligence, violation of contract rights, or violation of civil, constitutional, common law, or statutory rights, brought or maintained against its employees, officers, and officials arising out of the performance of their official duties. The defense of the employee, officer, or official shall be provided by the City Attorney of the City of Bowman, and the City of Bowman shall pay all attorney’s fees, court costs, deposition costs, witness fees and compensation, and all other like costs, expenses, and fees. However, in the event that the City Attorney has a conflict of interest which would ethically prevent him or her from representing the employee, officer, or official, the City of Bowman shall employ individual legal counsel to represent the employee, officer, or official and shall pay the reasonable fees of such individual counsel and all applicable court costs, deposition costs, witness fees and compensation, and all other like reasonable costs, expenses, and fees; provided, however, that such attorney’s fees shall be no more than the rate paid to the City Attorney for similar representation.
- (4) **Indemnification.** Subject to the terms and conditions of this policy, it shall be the policy of the City of Bowman to pay any claim or civil judgment against any employee, officer, or official of the City of Bowman whose defense the City of Bowman is obligated to undertake pursuant to Section 3 of this policy.

- (5) **Notice required.** This policy shall not apply and the City of Bowman shall have no obligation to defend or indemnify any employee, officer, or official of the City of Bowman in any civil, criminal, and quasi-criminal action or against any claim or civil judgment arising out of any such action if the employee, officer, or official does not provide notice to the City Attorney of the City of Bowman within ten (10) days of receiving notice of the action.
- (6) **Exclusions.** This policy shall not apply and the City of Bowman shall not defend or indemnify any employee, officer, or official of the City of Bowman in any civil, criminal, and quasi-criminal action or against any claim or civil judgment arising out of any such action where:
- (A) The action, claim, or civil judgment arises out of any action or omission outside of the scope of the performance of the official duties or employment of the employee, officer, or official;
- (B) The action, claim, or civil judgment arises out of any criminal offense involving theft, embezzlement, or other like crime with respect to the property or money of the City of Bowman or in which the City of Bowman has an interest; or,
- (C) A defense or indemnification is already provided by a policy of liability insurance or contract of indemnity applicable to the action, claim, or civil judgment.
- (7) **Termination of Defense and Indemnification.** The City of Bowman may terminate its obligations to defend and indemnify any employee, officer, or official of the City of Bowman if he or she fails to cooperate with or follow the advice of the City Attorney or individual legal counsel or if he or she intentionally omits or misrepresents any fact or circumstance upon which an action, claim, or civil judgment is based to the City Attorney or individual legal counsel.
- (8) **Disputes over Applicability.** If a question arises concerning the applicability of this policy to a particular set of facts or circumstances, such question shall be resolved by a majority vote of the Council of the City of Bowman.

IN WITNESS WHEREOF, this resolution, having been approved by the vote of the Council of the City of Bowman, shall become effective on this 9th day of October, 2024.

  
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Scott Harpold, Mayor

Attest:

  
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Tiffany Verdel, City Clerk