


City of Delray Beach 	ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL		SUBJECT: RISK MANAGEMENT	
	NUMBER RM-2	REVISIONS 4	EFFECTIVE DATE: 03/01/2016	PAGE 1 OF 3 Attachments A thru G
	RM-2, Rev. 3	APPROVED BY: <i>Donald Blooper</i> Donald Cooper, City Manager		

RM-2.0 Purpose

1. This policy provides direction relating to the investigation, reporting and settlement authority of bodily injury property damage, workers' compensation, and other claims and litigation.

RM-2.1 Forms

1. All claims shall be reported to appropriate departmental management and the appropriate forms shall be completed as referenced herein:
 - a. Attachment A, "Initial Notice of Claim", shall be completed through the Risk Management Division for all claims against the City regarding bodily injury and/or property damage claims.
 - b. Attachment B, "Vehicle Incident Record, Unknown Cause", shall be completed for all City vehicles by a Supervisor as soon as incident involving a City vehicle is reported by an employee.
 - c. Attachment C, "Physical Damage/Theft of City Property, Non-Vehicular Incident Record", shall be completed by a Supervisor for damage to or theft of City property.
 - d. Attachment D, "Third Party Property Damage, Non-Vehicular Incident Record", shall be completed by a Supervisor regarding damage to non-City property.
 - e. Attachment E, "Vehicle Accident investigation Report", should be completed by the Supervisor of employee involved in an automobile accident.

RM2.2 Investigation of Claims

1. The City's Safety Specialist or his/her designee shall investigate all bodily injury accidents reported within five (5) business days to ensure that the accident scene is safe and secure and to determine the owner of the property where the accident occurred as well as whether or not
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the accident occurred during a City-sponsored event. All investigations shall be in accordance with the practices and techniques outlined the City's *Accident Investigation Policy*, RM-1.

RM-2.3 Responsibility for Administration of Claims

1. The City Attorney's Office shall administer all claims and litigation not otherwise delegated specifically to others.
2. The Risk Management Division shall coordinate the investigation, repair, and settlement of all property damage claims.
3. The Risk Management Division shall administer all claims for statutory workers' compensation benefits and direct all settlement negotiations through the City's third party administrator.

RM-2.4 Workers' Compensation Settlement Authority

1. All workers' compensation settlement negotiations shall be directed to the City's Third-Party Claims Administrator. The Risk Management Division shall administer all mediated and other similar formal offers of settlement of workers' compensation claims up to and including \$50,000, which shall require final settlement approval of the Chief Financial Officer (Finance Director).
2. The Risk Management Division shall administer mediated and other similar formal offers of settlement of workers' compensation claims of \$50,001 and greater and shall obtain consultation with and concurrence of the Chief Financial Officer (Finance Director) prior to making a recommendation to the City Manager, whom shall have final settlement authority.

RM-2.5 Property Damage Settlement Authority

1. The Risk Management Division shall have the authority to settle all claims of property damage up to and including \$10,000. If there is actual or potential bodily injury, then final settlement approval of property damage claims or litigation shall require approval of the City Attorney's Office.
2. The Risk Management Division shall consult with and obtain the approval of the City Attorney's Office prior to settling all claims of property damage to third parties of \$10,001 up to and including \$15,000.
3. The Risk Management Division shall consult with and obtain the concurrence of the City Attorney's Office prior to making a recommendation to settle any claims of property damage of \$15,001 or greater, which shall require final settlement approval of the City Commission.

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4. The using department will be charged a \$500 deductible for any claim payment incurred involving damage to CITY PROPERTY to include City vehicles, regardless of fault. If the City decides to pay for THIRD PARTY PROPERTY damages caused by the operation of a City vehicle, an additional \$500 deductible will be charged to the department to which the vehicle is assigned.

RM-2.6 Other Settlement Authority

1. The City Attorney's Office shall have the authority to settle all bodily injury and other claims and litigation up to and including \$10,000.
2. The City Attorney's Office shall obtain consultation and concurrence of both an Assistant City Manager and the Risk Manager and shall have the authority to settle all bodily injury and other claims and litigation of \$10,001 up to and including \$15,000. If concurrence cannot be achieved, then the City Attorney's Office shall take the claim or litigation to the City Commission for final settlement approval.
3. The City Attorney's Office shall obtain final settlement approval of the City Commission for claims or litigation of \$15,001 or greater.

RM-2.7 Release Requirements

1. All Settlements for claims or litigation shall require a "release from future legal liabilities resulting from the same cause of action to be executed by the claimant before a settlement check can be issued. Attachment F, *"Release of Claims for Property Damage"*, shall be the release used by Risk Management for routine, uncomplicated settlements of claims for property damage and Attachment G, *"General Release"*, or other appropriate release as may be determined to be appropriate, shall be used for more complex settlements of property damage claims which involve actual or potential bodily injury, and shall require the approval of the City Attorney's Office.

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Attachment A

INITIAL NOTICE OF CLAIM
CITY OF DELRAY BEACH
RISK MANAGEMENT DIVISION
100 NW 1ST AVENUE
DELRAY BEACH, FL 33444

CLAIMANT'S NAME _____
CLAIMANT'S ADDRESS _____

CLAIMANT'S TELEPHONE Work _____ Home _____
DATE OF ACCIDENT _____ TIME OF ACCIDENT _____ AM or PM
SPECIFIC PLACE OF ACCIDENT (Street Name) _____

DESCRIPTION OF ACCIDENT _____

NAME AND ADDRESS OF WITNESS TO ACCIDENT _____

IF GENERAL LIABILITY CLAIM
What property was damaged? _____

Who and what part of body was injured? _____

IF AUTO LIABILITY CLAIM
Accident Vehicle (Make, Model, Year) _____
What was damaged on Vehicle? _____

Who and what part of body was injured? _____

GENERAL INFORMATION
What ambulance service responded and/or hospital used? _____

What Police Department responded? _____
Case Number _____

To whom within the City was the claim reported? _____

OTHER COMMENTS CLAIMANT CONSIDERS NECESSARY OR RELEVANT

Claimant's Signature _____ Date _____

☐ Please check box if additional information is on other side of this form

-- City of Delray Beach --
Vehicle
Incident Record
(Physical Damage – Unknown Cause)

Vehicle description / Number: _____ Department: _____

Date / Time incident reported: _____

Description of physical damage (cosmetic and / or mechanical): _____

Name of Employee who observed damage: _____

Was damage observed via a "walk-around inspection" of the vehicle by the driver? Yes ____ No ____

If No, how was damage observed and by whom? _____

Name of Employee who last operated the vehicle: _____

Supervisor's Signature: _____ Date: _____

Original: Central Garage
cc: Department and/or Division Head
cc: Supervisor
cc: Risk Management

Document IRVPD

-- City of Delray Beach --
Physical Damage / Theft of City Property
(Non-Vehicular)
Incident Record

Attachment C

Property description: _____

Property in possession of: _____

Date / Time of incident: _____ Dept. / Div.: _____

Description of physical damage / theft:

How did physical damage /theft occur?

Corrective actions to prevent recurrence:

Supervisor's Signature: _____ Date: _____

Original: Department and/or Division Head
cc: Risk Management

Document IRPD

Attachment D

-- City of Delray Beach --
Third Party Property Damage
(Non - Vehicular)
Incident Record

Property owner and address:

Property description/location:

Date / Time of incident: _____ Dept. / Div.: _____

Description of damage to property:

How did property damage occur?

Corrective actions to prevent reoccurrence:

Supervisor's Signature: _____ Date: _____

Original: Department and/or Division Head
cc: Risk Management

Document IRGLPD

Appendix "B"
--City of Delray Beach--
Vehicle

Attachment E

-- ACCIDENT INVESTIGATION REPORT --
(This report is prepared in anticipation of litigation)

Note: Supervisor must fill out this report completely and in a timely fashion. Failure to provide accurate and complete information may result in this report being returned to the applicable Supervisor (through his/her Department Head) for proper completion. This report must be: completed and signed/dated by the applicable Supervisor within the fourth full workday following the accident; reviewed and signed/dated by the applicable Division Head and Department Head within the sixth full workday; and, received by the Risk Manager and the Safety Specialist within the eighth full workday.

*****CITY VEHICLE INFORMATION*****

1. Employee (Driver): _____ 2. Dept./Div./Code: _____ 3. Vehicle #: _____
4. Vehicle year/make/type/ color/ damages: _____ 5. Vehicle plate #: _____
6. Accident date: _____ 7. Time: _____ 8. Police report #, if applicable: _____
9. If required by the City's Accident Investigation Policy, were Police contacted? If not, why not? _____
10. Accident location: _____
11. Names of passengers in City vehicle (or employee-owned vehicle being used on City business), if applicable. If passengers are other than City employees, addresses and phone numbers are required. _____

*****OTHER VEHICLE INFORMATION*****

12. Owners Name, Address, Phone #: _____
13. Vehicle: Year, Make, Model, Color, 2-4 doors, License Plate #: _____
14. Driver's Name, Address, Phone # (if different from the owner, relationship): _____
15. If possible, name addresses, phone numbers, ages and gender of all passengers: _____
16. Names of injured persons (including pedestrians), if applicable. If injured persons are other than City employees, addresses and phone numbers are required. _____
17. If City employees were injured, have "First Reports of Injury" been sent to Risk Management? If not, why not? _____
18. Were vehicle occupants wearing seat belts? If not, why not? _____
19. Names of witnesses, if any. If witnesses are other than City employees, addresses and phone numbers are required. _____

20. Did Supervisor conduct investigation at accident scene? If not, why not?

21. Based, as applicable, on information supplied in the police report and by drivers, passengers and witnesses, an assessment of the accident scene and an inspection of damaged vehicles, etc., Describe in detail how the accident occurred. Use a separate sheet and attach to this report if needed, a diagram is also helpful.

22. What did the driver (employee) do or fail to do that caused or contributed to the accident? Be specific: too fast for conditions; not watching road; following too closely; passing, cutting or crowding; not adhering to traffic signs and signals; improper backing; and/or improper turning, etc.

23. Did any of the drivers receive a traffic citation? Why?

24. Any vehicular mechanical defects that caused or contributed to the accident, as determined by the City's Central Garage and/or an Authorized Dealer?

25. What corrective actions have been taken (x) or will be taken (o) to prevent recurrence? Mark all that apply.

- ☐ 1. Vehicular mechanical defect repair/elimination
- ☐ 2. Re instruct driver regarding safe driving techniques
- ☐ 3. Driver attendance at defensive driving school
- ☐ 4. Drug/alcohol test if required by Administrative Policies & Procedures (PER-12) or union contracts
- ☐ 5. Drug/alcohol test for CDL drivers if required by Administrative Policies & Procedures (PER-9)
- ☐ 6. Other actions (Describe: _____)
- ☐ 7. No corrective actions necessary

26. Who is responsible for corrective action(s)?

27. Approximate time frame for corrective action(s) to be implemented?

Investigated by (Supervisor's signature/date):

Reviewed by (Division Head's signature/date):

Reviewed by (Department Head's signature/date):

Distribution:

Original: Risk Management, 1 cc: Employee File

Document AIFV

Attachment F

RELEASE OF CLAIM
FOR
PROPERTY DAMAGE ONLY

The undersigned, being of lawful age, for the sole consideration of _____ Dollars (\$_____) to be paid to _____ do/does hereby release and discharge the City of Delray Beach, a Florida municipal corporation, from further liability, sustained as a result of or from the accident, casualty, or event which occurred on or about the _____ day of _____, 20____, at or near _____. This release is for property damage and would not pertain to or have any bearing on bodily or personal injuries to the undersigned that were sustained as a result of this accident. It is understood and agreed that this release is not to be construed as an admission of liability on the part of the City of Delray Beach.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Claimant Signature _____

Date _____

Print Name _____

Witness Signature _____

Date _____

Print Name _____

ATTACHMENT G

GENERAL RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING:

KNOW ALL persons by these presents that I, _____, herein called Releasor, with intent to legally bind myself, my heirs, legal representatives, successors and assigns, do execute this Release in favor of the CITY OF DELRAY BEACH, FLORIDA, herein called Releasee.

In consideration of the sum of _____ (\$ _____) lawful money of the United States of America, I voluntarily and knowingly discharge Releasee, its employees, agents or servants, and its successors, and assigns of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said Releasor ever had, now has or hereafter can, shall or may have, for, upon or by reason of any matter, cause of thing whatsoever, from the personal/bodily injury sustained on or about _____, 20____, as a result of an incident which occurred at _____ in Delray Beach, Palm Beach County, Florida.

I authorize the Releasee to pay in consideration of this Release directly to:

Releasor intends that this Release shall extend in all respects to Releasee's agents, employees, servants, successors, and assigns.

It is understood and agreed by Releasor that payment of the sum mentioned herein is made in compromise of a disputed claim and shall not be construed as an admission of liability by the Releasee or any other person, association or corporation which is or might be claimed to be jointly and/or severally liable to the Releasor as a result of the occurrence. It is further understood that this Release expresses a full and complete settlement of a liability claimed and denied, and regardless of the adequacy or inadequacy of the amount paid it is intended by Releasor to avoid litigation and to be a full and final and complete settlement.

Releasor warrants that no promise or inducement has been made or offered for this Release except as herein set forth; that this Release is executed without reliance on any statement or representation of Releasee or by any agents or representatives of Releasee as to the nature or extent of any losses, injuries, or damages, or the legal liability therefor; and that Releasor is of legal age and is legally competent to execute this Release.

Further, the undersigned Releasor accepts responsibility for and agrees to pay from the consideration for this Release any lien, claim or bill which may be enforceable under the Worker's Compensation Act of the State of Florida, statutes allowing lien rights for hospitals or

ATTACHMENT G

any other statutory or common law lien, including but not limited to liens for attorneys fees and costs, which may be applicable, and including but not limited to claims by treating medical personnel and their assigns. The Releasor further agrees that in the event any such lien or claim is claimed against the Releasee, it will indemnify and hold harmless the Releasee for any such payment which is required, including costs and attorney's fees attendant to the defense of such claims.

Releasor further states that he/she has read this General Release and has reviewed it with his/her attorney; that there was absolutely no agreement, understanding or reservation not expressly stated herein; and that the above-stated sum of _____ (\$_____) is the sole consideration to the Releasor for this Release.

IN WITNESS WHEREFORE, _____ has herein to set his/her respective hand and seal this _____ day of _____, 20__, at _____, Palm Beach County Florida.

In the presence of:

Witness

_____, Releasor

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida