ARROWBEAR PARK COUNTY WATER DISTRICT

Policy Handbook

POLICY TITLE: **Claims Procedures**
POLICY NUMBER: **1040**

1040.10 The purpose of this policy is to provide the public, District and Board of Directors guidelines on how property damage claims are to be handled.

1040.20 When an individual first notifies District staff, in-person, by telephone, or in writing, that damage has been done, or is being done, to their property and describing a set of circumstances or facts as to how the District is responsible, the person receiving the information will do the following:

1040.21 Record the time and date of the telephone calls or office visits, and take notes as to the information provided by the plaintiff on the phone or in the office.

1040.22 Do not discuss guilt or innocence or make any admissions that would implicate the District. Staff should respond to questions, be cordial, but refrain from commenting on liability questions.

1040.23 Ask the plaintiff to fill out a District claim form – Appendix A – which should always be available upon request. The staff person should not assist in filling out the claim form (note on Appendix A that the claim form states that District employees will not assist in filling out the form.) When completed and filed with the District, the claim form should be date stamped.

1040.23.1 If an individual sends a letter or written request that appears to be a claim, a letter in response should be sent which asks for clarification and includes a claim form with a request that it be filled out if the individual wishes to file a claim.

1040.24 Submit the claim information to the General Manager, who will determine the proper person to invetsigate the claim.

1040.30 Investigation of the claim should be done as soon as possible after it is filed.

1040.31 Board members may go with staff to observe the status of the claim and the investigation thereof. However, they will not perform independent investigation of claims.

1040.32 Claims for personal injury/wrongful death should not be investigated by District staff but should, instead, be immediately forwarded to the insurance company.

1040.33 Claims in excess of the District's insurance deductible should be turned over to the insurance company.

1040.34 Investigations should include photos, interviews, use of outside experts if appropriate, etc…

1040.40 Claims determined to be justified, either because there is evidence that the District is responsible, or because allowance of claim would be more cost effective than attempting to prove that the District was not responsible, should be resolved in the most direct and efficient manner possible.

1040.41 If the claim is justified and the repair work is minor, a work order should be prepared and the work performed as soon as possible.

1040.41.1 Photos of the repair work should be taken when completed; before and after pictures to be placed in the claim file.

1040.41.2 A signed release form – Appendix B – should be obtained from the plaintiff when the work is completed.

1040.50 Claims where the District's responsibility is questionable, should be referred to the Claims Committee and the Board of Directors.

1040.51 The Claims Committee shall include two Board members and the General Manager, or at least one other staff person.

1040.52 The Committee, in closed session, may review the information from the investigation, ask questions, and make requests for additional information, then make a reommendation to the Board.

1040.53 The Board will consider the claim in closed session and will vote to accept or reject the claim. The Board will not accept a claim in an amount in excess of the District's insurance deductible without prior written approval of the District's insurance company.

1040.60 The District's decision on how the claim is going to be handled will be communicated with the plaintiff as soon as practicable.

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APPENDIX A

CLAIM AGAINST
ARROWBEAR PARK COUNTY WATER DISTRICT

IN THE MATTER OF THE CLAIM of _____, Claimant, this matter is hereby presented by Claimant to Arrowbear Park County Water District pursuant to Sec. 910 of the California Government Code.

1. The name and address of Claimant is as follows:

_____

_____

_____

2. The mailing address to which Claimant desires notice of this claim to be sent, if different than above, is as follows:

_____

_____

_____

3. On _____ at _____
(Date/Time) (Location where injury occurred)
Claimant received personal injuries under the following circumstances:

_____

_____

_____

4. On at
(Date/Time) (Location where property damage occurred)
Claimant had real/personal property damage under the following circumstances:

_____

_____

_____

5. So far it is known to Claimant at the date of filing this claim that Claimant has incurred damages in the amount of $_____ due to personal injury or damage to personal or real property.

6. The name(s) of the District employee(s) who caused said damages to Claimant is as follows: (if you do not know their name(s), write "UNKNOWN")

_____

7. Please attach any photographs or witness statements you would like to be considered for resolution of this claim.

_____ _____
(Print Name of Claimant) (Signature of Claimant)

_____
(Date Signed)

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APPENDIX B

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **_____($_____),** _____ do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Arrowbear Park County Water District (District)** and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, liens, attorneys' fees**,** expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about _____ at or near **_____, CA.**

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

It is further understood and agreed that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows: "Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This settlement is intended to, and the undersigned warrants, that it will dispose of all liability of the parties released to the undersigned and to all and each of the heirs, executors, administrators, and assigns of the undersigned and to any other person or entity that might now or in the future have a claim against the parties released as a result of the injuries claimed by the undersigned involving the occurrence referred to above. Should any further claim be made by any person or entity to which the parties released might be liable, directly or indirectly, as a result of the injuries claimed by the undersigned involving the occurrence referred to above, the undersigned on behalf of the heirs, executors, administrators, and assigns of the undersigned, agrees to and will hold harmless and indemnify the parties released of and from any and all liability for such claim, including all costs, expenses and attorneys' fees in defending such claim.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said

injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

***FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM*:**

False or fraudulent claim; penalty. It is unlawful to:

(a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

(b) Prepare, make or subscribed any writing with intent to present or use the same or to allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the State prison not exceeding three years, or by fine not exceeding one thousand dollars, or by both (Stats 1935, c.145, p.511 Sec 556).

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

CAUTION: READ ENTIRE RELEASE BEFORE SIGNING BELOW

Signed, sealed and delivered this _____ day of _____, 20_____.

_____

_____

Print Name Witness

_____

_____

Signature Witness

STATE OF_____)

COUNTY OF_____)

On _____, 20____, before me, the undersigned notary public, _____personally appeared and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Name _____

Notary Signature _____