

McCLOUD COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Claims Procedures
POLICY NUMBER: 1040
ADOPTED: November 12, 2002
REVIEWED: December 18, 2013, November 9, 2016, October 8, 2019, 8/10/23
REVISED: February 24, 2014, November 13, 2019

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

1040.20 When an individual first notifies District staff - in person, by telephone, or in writing - which 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 staff member receiving the information will take the following action:

1040.21 Record the time and date of telephone calls or office visits and take notes as to the information provided by the property owner 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 property owner to fill out a District claim form - Appendix A - which should always be available on 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.

1040.231 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 investigate or assign the proper staff member to investigate the claim.

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

1040.31 Claims for personal injury/wrongful death should not be investigated by District staff but should, instead, be immediately forwarded to the District's insurance company.

1040.32 Claims in excess of the District's insurance deductible should be turned over to the insurance company.

1040.33 Investigations should include photos, interviews, use of outside experts if appropriate, etc.

1040.40 Claims determined to be justified because there is evidence that the District is responsible should be resolved in the most direct and efficient manner possible.

1040.41 If the claim is justified The District will take full responsibility for replacement or repairs and a work order will be prepared and the work performed by District Staff as soon as possible.

1040.411 Photos of the repair work should be taken when completed -"before" and "after" pictures to be placed in the claim file.

1040.412 A signed release form - Appendix B - should be obtained from the property owner when the work is completed. Should the claim be for \$500 or more, the Release Form shall be notarized.

1040.413 The General Manager may submit claims to the Board of Directors for disposition.

1040.50 If a claim is determined to be unjustified, the General Manager will provide written notification to the claimant.

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. Attach supporting documents.

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

Date signed: _____

(Print or Type name of Claimant)

(Signature of Claimant)

This form shall be completed by the claimant.

District staff is not allowed to assist in the preparation of this form.

**MCSD 1040 CLAIMS PROCEDURE
APPENDIX B**

RELEASE OF ALL CLAIMS
(CALIFORNIA FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of _____ Dollars(\$ _____) to be paid to _____ do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge McCloud Community Services District and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of any from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, 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 the day of 20____, at or near _____, _____, CA, as described as _____.

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 releases deny liability therefore and intend merely to avoid litigation and buy their peace.

Any and all claims against parties not specifically released herein, if any, are hereby assigned in full to the parties hereby released. The releases expressly reserve any and all claims they may have against the undersigned, or any others.

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:

"1542. 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."

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 therefore 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 this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

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

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

CAUTION: READ BEFORE SIGNING BELOW

Claimant
STATE OF CALIFORNIA }
COUNTY OF SISKIYOU } ss.

On this _____ day of _____ in the year 20_____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.