

1.0 PURPOSE:

To describe the liability claims management, insurance, administrative and risk management guidelines and policies of the City of West Allis.

2.0 ORGANIZATIONS AND PERSONS AFFECTED:

This policy applies to all City of West Allis departments, divisions, boards, commissions, employees, and the general public.

3.0 POLICY:

It is the policy of the Department of Administration & Finance to have a risk management program, including (1) City internal administrative guidelines, (2) City claims management guidelines, and (3) the Cities & Villages Mutual Insurance Company guidelines on liability risk management and liability claims quality control.

4.0 REFERENCES:

Section 2.69, City of West Allis Revised Municipal Code.

5.0 PROCEDURES:

5.1 RESPONSIBILITY

The ~~Department of Administration & Finance~~ City Administrative Officer and the City Attorney shall be responsible for City risk management program, to minimize the costs to the City of all activities related to the control of accident loss. The ~~Department~~ City Administrative Officer and the City Attorney shall develop and recommend loss prevention, loss control, and loss transfer methods, procedures and programs for all City departments. The ~~Department~~ City Administrative Officer shall arrange appropriate insurance contracts, subject to approval by the Common Council, to the extent any risk of loss cannot reasonably be assumed by the City. The placement of insurance may be by private negotiation rather than competitive bid. The City retains an insurance/risk management consultant to advise the City on such matters.

5.2 GENERAL POLICIES

5.2.1 Worker's Compensation. It is the policy of the City to be self-insured in regard to ~~workmen's~~ Worker's Compensation coverage up to the first ~~\$250,000~~ \$500,000. The City also carries excess Worker's Compensation coverage ~~up to a \$1,000,000 limit~~. The City retains a claims administrator to assist in processing and settling claims.

- 5.2.2 Liability. It is the policy of the City to carry excess general liability and auto liability (personal injury and property damage) and errors and omissions insurance coverage, with a self-insured retention of \$150,000 per occurrence, \$600,000 aggregate including defense costs. The City excess liability coverage is \$5,000,000 through the Cities & Villages Mutual Insurance Company. The City retains a claims administrator to assist in processing and settling claims. The City may also carry an additional \$5,000,000 depending on market conditions.
- 5.2.3 Property Insurance. Blanket coverage is provided through the Local Governmental Property Insurance Fund.
- 5.2.4 Paramedics/EMT Liability Insurance. It is the policy of the City to carry malpractice insurance on City paramedics on the first \$150,000 per occurrence, \$600,000 aggregate, which is self-insured for all other liability purposes.
- 5.2.5 ENERGY SYSTEMS (Boiler and Machinery) Insurance. The City carries boiler and machinery insurance coverage for direct damages (example = breakdowns), and indirect damages (costs caused by a breakdown).
- ~~5.2.6 Public Employee Bond. A \$100,000 blanket bond is carried on all City employees. In addition, the City Treasurer and selected other employees are bonded for \$400,000.~~
- 5.2.6 Crime, Fidelity, Faithful Performance. A Crime, Fidelity, Faithful Performance policy is carried on all City employees.
- 5.2.7 Health Insurance. It is the policy of the City to be self-insured in regard to health insurance and also to provide at least one clinic and one physician health maintenance organization. The City retains a third party administrator to handle self-insured claims.
- 5.2.8 Dental Insurance. Dental coverage is provided under either a self-insured plan or a dental HMO. The City retains a third party administrator to handle self-insured claims.
- 5.2.9 Unemployment Compensation. It is the policy of the City in regard to unemployment compensation, to pay actual claims.

5.3 GUIDELINES

- 5.3.1 The attached specific statements shall be the guidelines of the City of West Allis with respect to:
- a.) Liability Claims Administration. Liability claims shall be referred to the City Attorney for investigation, review, and settlement/recommendation pursuant to the attached Liability Claims Administration policy.
 - b.) CVMIC Guidelines
 - 1.) Liability Risk Management. The City Administrative Officer and City Attorney shall be in charge of the City's risk management program as set forth in the attached Liability Risk Management guidelines.
 - 2.) Liability Claims Quality Control (see attached)

- c.) Internal Administrative
 - 1.) Risk Avoidance. The City Administrative Officer, City Attorney, and, to the extent applicable, Department Heads, shall implement the attached Risk Avoidance guidelines.
 - 2.) Risk Transfer. All departments shall work with the City Attorney to ensure that the attached Risk Transfer guidelines are complied with or that a waiver (as set forth in 5.4.2) is obtained.
 - 3.) Risk Control (see attached)

5.4 INSURANCE REQUIREMENTS FOR CONTRACTORS

- 5.4.1 General Insurance Requirements. Except where otherwise specified by ordinance, the following insurance provisions and amounts shall be required of all contractors performing professional services for the City:

[See Attached Document]

- 5.4.2 Delegation of Authority. The approval as to form and sufficiency of the consultant's insurance and the ability to waive the requirements set forth in Sec. 5.4.1 shall be as follows:
 - a.) The City Attorney shall, in writing, signify that the requirements of Sec. 5.4.1 have been met prior to the execution of any contract.
 - b.) The City Administrative Officer, City Attorney and Department Head seeking to obtain the professional services, may, upon unanimous agreement, amend or waive the requirements of Sec. 5.4.1 if they are satisfied that the nature of the contract, changing insurance practices, or other extenuating circumstance require alteration and that other provisions adequately protect the City. A written amendment to the terms shall be drafted and the City Administrative Officer, City Attorney and Department Head shall each sign the amendment prior to the City executing the contract.
 - c.) Each person set forth in Subsection 5.4.2.b.) may designate one or more staff members to exercise his or her authority with regard to amending or waiving the requirements of 5.4.1.
 - d.) If the City Administrative Officer, City Attorney and Department Head cannot unanimously agree on the proposed modification(s) as set forth in Subsection b.), the Department Head may seek the approval of the Administration & Finance Committee. The Committee may make such changes to the standard insurance requirements as it deems appropriate under the circumstances after hearing the reasons/need for making the change and the objections thereto.