

# **RISK MANAGEMENT MANUAL**



**Revised August 2010**

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## FOREWORD

As employees of the City of Lakeland, we each have the responsibility to protect City property from loss or damage. As managers and supervisors, we are also responsible for providing our employees a safe and healthful workplace. This Risk Management Manual has been developed as a tool to help you meet those responsibilities. It contains those policies and procedures that have been developed to help minimize the City's exposure to loss. Those losses can take many forms: dollars, lost productivity, inconvenience, or pain and suffering.

The implementation of these policies is mandatory throughout the City. All policies contained in this manual supercede any currently in existence. Each department is responsible for informing its employees of these policies and enforcing them. The Office of Risk Management is available to assist you in implementing these policies by evaluating hazards, developing safety or accident prevention programs specific to your operation, and providing special safety training to your employees.

Karen Lukhaub  
Director of Risk Management & Purchasing  
August 2010

The Risk Management Manual is located at the following web-site: [www.lakelandgov.net/risk](http://www.lakelandgov.net/risk) Risk Management Manual

TOPIC 1

### **CITY OF LAKE LAND – RISK MANAGEMENT MANUAL**

Subject: Reporting Procedures for Employee Workers' Compensation Injuries

Purpose: To establish policy and procedure for investigating, treating, and reporting injuries from on-the-job accidents.

Responsibility: All Employees, Department/Division Heads

Reference: State of Florida Workers' Compensation Law

### Policy and Procedure

#### A. Medical Treatment

1. The City shall provide remedial treatment, care, and attendance as deemed necessary for employees injured on the job. All treating physicians must be approved by the City's Workers' Compensation Adjuster.
2. The City will not be held liable for medical charges incurred through unauthorized treatment.
3. Drug testing will be required in compliance with the Drug Free Work Place Policy found in the Personnel Policy and Procedure Manual.

#### B. Accident Reporting

1. All personal injury accidents shall be reported immediately to his/her supervisor, regardless of the severity of the injury.
  2. A City of Lakeland Employee's Report of Injury/Illness/Property Damage form shall be prepared and presented to the Office of Risk Management at the time when the employee seeks medical treatment from the City's Workers' Compensation Adjuster for an injury or illness, except in the event of a life threatening emergency.
  3. The Office of Risk Management will prepare and file all necessary reports as required under State or Federal law.
- C. During normal work days (Monday through Friday, 8:00 a.m. to 4:30 p.m.) the injured employee is to be taken to the City's Workers' Compensation Adjuster for evaluation, treatment, and referral to a physician if necessary.

1. If treatment by a physician is necessary, the employee will be given a City of Lakeland Authorization Form for presentation to the doctor. If a doctor is not immediately available, the injured employee may be referred to the hospital. After treatment is rendered, employee shall immediately return to the Office of Risk Management

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## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Reporting Procedures for Employee Workers' Compensation Injuries

and submit the completed City of Lakeland Authorization Form. The adjuster will then provide a “yellow” copy of Authorization Form which is to be given by the Employee to his Supervisor in order to notify of any changes in work status due to physician imposed physical restrictions.

2. When an employee requires medical attention by a physician, he/she shall provide the information necessary to complete the required Florida State Notice of Injury Form. This will be done prior to being sent to a physician or upon his/her returning from said treatment. The employee is not to wait until the next day.
  3. In the event the injury occurs during a period when the Office of Risk Management is closed, or if treatment is completed after the Office of Risk Management is closed, the employee shall return to the Office of Risk Management on the following day at the beginning of his/her shift (must be between 8:00 a.m. and 4:30 p.m.). If the following day happens to be the employee’s regular day off, he/she shall still report to the Office of Risk Management on that day.
  4. If the employee is injured on the job, he/she must immediately notify his/her supervisor and the City’s Workers’ Compensation Adjuster.
- D. When the City’s Workers’ Compensation Adjuster is not on duty (office hours 8:00 a.m. to 4:30p.m. weekdays), the injured employee’s supervisor shall determine the necessary action regarding medical treatment and shall take appropriate action to obtain same. All such situations shall be reported to the City’s Risk Management Office at phone number 834-5720.
- E. In an emergency, wherein the above procedures may endanger the employee, he/she is to seek necessary medical attention from the hospital emergency room. The employee’s supervisor and the Office of Risk Management must be notified as soon as possible as to the situation.
- F. Transportation of sick or injured employees to the City’s Workers’ Compensation Adjuster, a physician, or hospital, shall be handled in the appropriate manner.

#### NON – EMERGENCY TRANSPORTATION

1. The affected employee may transport themselves, provided the illness or injury does not endanger the employee or effect safe driving ability.  
or
2. By the employee’s supervisor or fellow employee.

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### **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Reporting Procedures for Employee Workers’ Compensation Injuries

## EMERGENCY TRANSPORTATION

1. An ambulance or other such emergency unit shall be called for transporting an employee who is or may be seriously injured.
2. If no emergency vehicles are available, or if the conditions warrant immediate action, a supervisor may authorize transportation by a fellow employee. However, there must be both a driver and an attendant to assist the injured employee.

Report #: \_\_\_\_\_ Dept./BU: \_\_\_\_\_ Division: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone #: \_\_\_\_\_ Incident Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location where incident occurred (address): \_\_\_\_\_

Describe injury/illness/damage: \_\_\_\_\_

Body part(s) affected: \_\_\_\_\_ Personal Injury:  MVA:

Hospitalized:  Lost Time/Date: \_\_\_\_\_ First Aid  Report Only:  Yes  No

Police Report #: \_\_\_\_\_ City Vehicle #: \_\_\_\_\_ Nurse Needed:  Yes  No

Physician Needed:  Yes  No Traffic Citation:  Yes  No

How did this incident occur: \_\_\_\_\_

What factors do you think could have contributed to your injury/illness/accident? Mark all that apply.

Procedures  Hazards  Training  In a hurry  Communications  Facilities/Equipment

Other – give details: \_\_\_\_\_

Explain in your words what happened and why:

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**PUBLIC SAFETY ONLY**

Due to high risk nature of activity (explain) \_\_\_\_\_

How do you think this injury/illness/damage could have been prevented?

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Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**CITY OF LAKELAND**

**SUPERVISOR'S INJURY/ILLNESS/PROPERTY DAMAGE INVESTIGATION REPORT**

Report Number: \_\_\_\_\_ Check here if Topic 35 is applicable:

Employee's First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Department/Division/BU: \_\_\_\_\_

Date of Accident: \_\_\_\_\_ Date Accident Reported: \_\_\_\_\_

Date of employee's interview with supervisor: \_\_\_\_\_

How were you made aware of this incident? \_\_\_\_\_

Witness(es) \_\_\_\_\_

How long has employee performed this job? \_\_\_\_\_ Date of Accident: \_\_\_\_\_

Nature and extent of injury/damage: \_\_\_\_\_

How did this injury/illness/damage occur? \_\_\_\_\_

Procedures

- None developed
- Developed but unable to follow
- Developed but not accurate

Training

- Insufficient training
- Circumstances not addressed in training
- Tools used incorrectly

Facilities/Equipment

- Faulty equipment
- Poor design
- Corrosion or wear
- Ergonomic factors

Hazards

- Created by man
- Created by external factors
- Documented but not repaired
- Unidentified
- Identified but not accepted
- Lack of communication
- Conditions changed without proper communication

In a Hurry

- Insufficient planning
- Employee perceived need
- Friendly competition
- Due to external factors
- Workload too heavy
- Lack of teamwork
- Taking short cuts

Communication

- Insufficient planning
- Breakdown in communication
- Between workers
- Workers & Supervisors
- Work Teams
- Confusion after communication

Other Factors

- Weather/Temperature
- Working long hours
- Physical overexertion
- Personal protective equipment
- Improper body position

Other Comments:

\_\_\_\_\_

Supervisor's Printed Name

Supervisor's Signature

Date

Safety Committee Comments

Why did this happen? \_\_\_\_\_

Corrective steps if indicated: \_\_\_\_\_

Corrective steps for sub-causes: \_\_\_\_\_

Preventable:  Non Preventable:  By Whom: \_\_\_\_\_

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**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: City Supplemental Pay Policy

Purpose: To provide financial assistance to employees temporarily disabled due to a job-related injury.

### Policy and Procedure

Workers' Compensation is a benefit provided for all employees of the City as protection in the event of job-related injuries.

All injuries or accidents must be reported to the employee's supervisor immediately. Failure to do so may jeopardize treatment or compensation at a later date. In the event of an injury, the City's authorized medical provider will administer initial treatment and refer the employee to a physician for further treatment, if necessary.

All authorized medical costs are paid in full. This includes, but is not limited to, hospital costs, physician fees, medications, and rehabilitation expenses.

If an employee is unable to work, as determined by the authorized treating physician, that employee will receive payment from the City's Workers' Compensation self-insurance fund.

City employees who are absent from work due to a disaster or injury received in the course of their job and who are receiving benefits under the provisions of the Workers' Compensation Law, shall be entitled to a supplement from the City. The supplemental benefits are as follows:

All full-time and part-time regular employees who are absent from work due to a disability or injury received in the course of their job and who are receiving benefits under the provisions of the Workers' Compensation Law shall receive a pay supplement from the City, in addition to benefits from Workers' Compensation, to bring their pay to full amount of base salary for the first six months of an employee's on-the-job injury.

Beginning the twenty-fifth week of absence, the employee may choose to continue using any remaining accrued sick leave to supplement his or her Workers' Compensation benefits to provide for the amount of his or her base rate of pay. In no event will the benefits received under this policy be greater than 100% of the base rate of pay received by an employee at the time of injury or disability. If an employee uses all accrued sick leave during his or her absence, the employee may use accrued vacation leave to continue the pay supplement until such time as it is also expended.

TOPIC 4

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Reporting Procedures for City Vehicle Accidents

Purpose: To establish policy and procedure for investigation and reporting motor vehicle accidents involving City-owned, leased, or operated vehicles.

Responsibility: All Employees, Department/Division Heads

### Policy

- A. All motor vehicle accidents shall be immediately reported to supervisor, regardless of the severity. Supervisor, Systems Control, or LPD will notify the Office of Risk Management on any incident requiring Emergency care or incident involving a citizen. After administrative hours, LPD will notify the Office of Risk Management's Claims Adjuster by pager. After hours, emergency notification contact numbers can be found on Outlook in Public Folders, Citywide, entitled "After Hours Emergency Numbers."
- B. Required City "Employee's Report of Injury/Illness/Property Damage" form will be completed by employee, reviewed by Supervisor, signed and forwarded to the Office of Risk Management within 48 hours. (See Topic 3)
- C. All City vehicle accidents involving citizen and/or citizen property shall be investigated by Police and Risk Management's Claims Adjuster.
- D. City employees, who are charged with a violation of traffic laws as a result of an accident occurring while driving a vehicle on City business, may be provided legal counsel if the incident occurred while the employee was functioning within the scope of their duty and not found to be in violation of the City's "Drug-Free Work Place Program."
- E. If City employee is injured in an accident, refer to Topic #2 dealing with employee injuries.

### Procedure

- A. Call the Police Department. Do not leave the accident scene. If a citizen is involved, request Risk Management to be notified.
- B. Employee is to notify their department and/or supervisor.
- C. The affected department will immediately advise the City's Office of Risk Management.

Subject: Reporting Procedures for City Vehicle Accidents

- D. City employees involved in motor vehicle accidents are to discuss the accident only with the investigating Police Department and/or agent of the City. The driver may give his name, driver's license number, and the employer's name to those involved in the other vehicle or incident.
- E. The employee will assist his supervisor in filling out the City's "Employee's Report of Injury/Illness/Property Damage" form, answering all questions. The report will be forwarded to Risk Management within 48 hours.
- F. Police Department will forward a copy of the police report to the Office of Risk Management.
- G. The Office of Risk Management will file any official reports required under State or Federal law.
- H. Drug testing will be required as provided in the "Drug-Free Work Place Program." For testing during normal business hours, contact City's Occupational Health Nurse at 834-6771 or 834-6794. After hours, please contact the "on call" Safety Coordinator at 860-9008..
- I. Should an internal investigation be required to determine preventability, the report shall be forwarded in accordance with the 48 hour rule, with investigation results to follow.

**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Procedures for Determining Preventability of Motor Vehicle Accidents and

### Subsequent Disciplinary Action

**Purpose:** To establish a City-wide policy regarding the determination of Preventability or Non-Preventability of motor vehicle/equipment accidents involving City employees. To ensure uniformity in such determination including necessary disciplinary action.

**Responsibility:** All Department/Division Heads, Office of Risk Management

### Policy

- A. The Office of Risk Management will review each City vehicle Preventability or Non-Preventability determination on the part of the City employee and in conjunction with departments which have recognized accident review committees.
  - 1. The National Safety Council definition of Preventability will be used: “A preventable accident is one in which you failed to do everything you reasonably could have done to prevent it.”
- B. The determination of Preventability or Non-Preventability shall be indicated on the City’s in-house accident report and submitted to the Office of Risk Management, in accord with Risk Management Policy – Topic 5.
- C. The accident will be reviewed by the appropriate divisional Safety Committee. The employee in question has the right to appear before the committee; bringing any facts or witnesses that may be able to present mitigating or extenuating circumstances for the committee to consider. After such review, if the committee determines that the vehicle accident was *preventable*, then the Topic 35 Warning Notice shall be sent to the individual in question with a copy to the employee’s supervisor and department head.
- D. If this is the second *preventable* accident within a twelve month period the employee in question shall forfeit their right to operate a city motor vehicle, (see Topic 35). This forfeiture shall remain in effect until such time that a twelve month history reveals no more than one *preventable* accident.



**OFFICE OF RISK MANAGEMENT**

**MEMORANDUM**

**DATE:**

**TO:**

**FROM:**

**SUBJECT:** Topic 35 Warning Notice

It has come to our attention that you were involved in a motor vehicle accident on \_\_\_\_\_. This accident has been evaluated by your divisional Safety Committee and is considered to be a preventable accident.

In accordance with Topic 35 of the City of Lakeland Risk Management Manual, any City employee that incurs two such accidents within a 12-month period will have their city vehicle driving privileges suspended. This suspension shall remain enforced until such time that the employee no longer has two preventable accidents within the 12-month "window."

A copy of Topic 35 and other related topics are available from the Risk Management office or by accessing the Risk Management web site at <http://www.lakelandgov.net/risk/home.html>.

xc: Supervisor  
Department Head

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:**        Reporting Procedure for Liability Claims

**Purpose:**        To establish policy and procedure for the investigation and reporting of injuries and/or property damage claims from the general public.

**Responsibility:** All Departments, Division/Department Heads, and Risk Management

### Policy

- A. All claims requiring restitution presented by the general public shall be filed with the Office of Risk Management. Incidents/Accidents occurring on location of a department/division shall be filed with the department/division under whose control the City property or City operation in question rests, i.e. Recreation Activities, Civic Center Activities.
- B. The affected department/division shall obtain the necessary information from claimant, to satisfy their departmental needs and if restitution is being requested shall request the claimant call the Office of Risk Management to place a claim on file.
  - 1. In the event of an occurrence of a serious nature, the Office of Risk Management is to be notified immediately by phone. The Office of Risk Management will assign the City's Claims Adjuster to handle the claim immediately. Note: After administrative hours, the LPD Dispatch area will reach either the City's Claims Adjuster directly or the Office of Risk Management Director.
- C. The Office of Risk Management will file the appropriate claim notice and/or take appropriate action.

### Procedure

- A. If a claimant calls the City requesting restitution for an injury or damage to their personal property, they are to be given the number of the Office of Risk Management.
- B. Risk Management shall obtain the necessary information on the City's claim reporting form and immediately take appropriate steps to research and resolve the claim.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject:        Reporting Procedure for Liability Claims

- C.        A department head has **NO AUTHORITY** to settle claims on behalf of the City. They may extend departmental assistance in instances where there is no further possible liability to citizens, property, or employees, i.e. removing ruts from yard, repairing of sprinklers, etc. The internal costs for this would be absorbed by the department.
  
- D.        All accident/incident forms involving bodily injury, regardless of request for restitution, shall be forwarded to the Office of Risk Management for review and action within 48 hours of the occurrence. Upon review of the accident/incident form, completed within the department/division, the Office of Risk Management shall obtain whatever additional information from the department/division it deems necessary to support the file.
  
- E.        The claimant shall sign the City’s General Release Form prior to the issuance of a City check.

**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**  
**CITIZEN’S PROPERTY DAMAGE CLAIM FORM**

Today’s Date: \_\_\_\_\_

The following information should be obtained.

Date of Occurrence: \_\_\_\_\_

Claimant Information: Full Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Zip: \_\_\_\_\_ Claimant Phone: \_\_\_\_\_

Describe Damage Claimed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Damage Claimed: \_\_\_\_\_

List Witnesses to Occurrence (If Any): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City Dept./Employee/Contact Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee’s Signature

Date

**FORWARD TO RISK MANAGEMENT ATTENTION DIRECTOR**

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Procedure for Reporting City Property Losses

Purpose: To establish policy and procedure for investigating and reporting the loss of City property.

Responsibility: All Departments/Divisions

### Policy and Procedure

- A. All losses due to fire, theft, vandalism, weather, etc., shall be recorded. This includes vehicles, buildings, equipment, tools, etc.
- 1. If the item lost exceeds \$250.00 in value, a written loss report shall be filed with the City's Office of Risk Management. The Office of Risk Management shall be notified by phone or in person immediately upon realization that the loss is going to exceed \$1,000.00 in value.
- 2. Where appropriate, the Fire or Police department shall be notified.

The Office of Risk Management shall review the circumstances surrounding the loss to determine if it is covered by insurance or falls under the City's Uninsured Loss Reserve Policy.

- 1. If the item in question is not insured, the Office of Risk Management will so notify the responsible department or division and advise them as to the availability or non-availability of funds under the City's Uninsured Loss Reserve Fund.
- 2. If the item does fall under one of the City's insured programs, the Office of Risk Management shall proceed with the processing of an insurance claim.
  - a. The responsible department/division will be advised as to any financial recovery.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Policy Statement on Standardization of Insurance Terms for Contracts, Leases, Use Agreements

1. To insure that the City's interests are properly protected regarding liability exposures, all contracts, leases, and use agreements will be routed through the Office of Risk Management prior to their submittal to Purchasing and or the office of the City Attorney. The Office of Risk Management will insert the appropriate coverage limits based on hazards and exposures.
2. It should be noted that regardless of the seemingly innocuous nature of a particular service being rendered, there is always the danger of claims resulting from breach of contract or Product Liability as well as the exposure from autos being operated on City sites; therefore, all providers of service shall provide, as a minimum, the following levels of insurance.
3.
  - a. Commercial General Liability: \$300,000.
  - b. Business Auto Liability: \$300,000.
  - c. Workers' Compensation: Statutory Minimum.
4. It should be recognized that these are guidelines and are subject to modification to meet the exposures presented in a specific activity. The City's Office of Risk Management will assist you in the establishment of the necessary insurance requirements for special exposures.
5. It is recommended that draft copies of all contracts, leases, use agreements, etc. that are being prepared by a department be forwarded to the City's Office of Risk Management for review and approval, prior to being sent to the City Attorney for action. This will expedite the processing of all such documents, as the City Attorney will require this approval prior to their submission to the City Commission for action.
6. It shall be the responsibility of the contractor to insure that all subcontractors are adequately insured and that their actions are included under the contractor's Hold Harmless/Indemnification clause or the general contractor's policies shall have an endorsement which includes any and all subcontractors under their policy.

Note: Any subcontractor whose work has a value equal to 50% or more of the total project cost shall be required to meet the same insurance requirements imposed upon the general contractor.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Insurance Provisions for All Contracts for Service

Purpose: To recommend insurance coverage based on the hazards present. The following coverage will be required on all contracts:

### Coverage:

- A. Commercial General Liability: Coverage shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage. This shall include Premises and Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability.
- B. Business Auto Liability: Coverage shall have minimum limits of \$300,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage. This shall be “any auto” type policy.
- C. Workers’ Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers’ Liability with a limit of \$100,000 for each accident; \$500,000 Disease – Policy Limit; \$100,000 Disease – Per Person. A contractor is required to request evidence of Workers’ Compensation insurance or a valid exemption form from all subcontractors.

### Insurance Provisions Required on all Contracts:

- A) Indemnification
- B) Additional Insured
- C) Subrogation
- D) Release of Liability
- E) Deductibles

### Special Insurance Provisions

- A) Professional Liability
- B) Transportation Insurance
- C) XCU – Explosion, Collapse, Underground
- D) Builders Risk (see Topic 13 of this Manual)
- E) Environmental Impairment
- F) Crane Liability
- G) Cyber Liability
- H) Installation Floater

Limits for all coverage can be obtained by contacting Risk Management. A general description of the service to be rendered will be required. Certificates of Insurance provisions shall be forwarded to the City’s Office of Risk Management.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Insurance Provisions for All Contracts for Service

### **INSURANCE REQUIREMENTS**

#### **STATEMENT OF PURPOSE**

The City of Lakeland (the “City”) from time to time enters into agreements, leases, and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain, at a minimum, Risk Management/insurance terms to protect the City’s interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

#### **CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives, and agents.

#### **OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

#### **LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees and property. The Other Party shall comply with all laws, rules, regulations, or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

#### **INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities, but are merely minimums.

Except for worker’s compensation and professional liability, the Other Party’s insurance policies shall be endorsed to name the **City of Lakeland as an additional insured to the extent of the City’s interests arising from this agreement, contract, or lease.**



## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Insurance Provisions for All Contracts for Services

### **INSURANCE – BASIC COVERAGES REQUIRED (cont'd)**

**Workers' Compensation:** Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of the State's Workers' Compensation exemption form.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

**Umbrella Liability:** This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, business automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy.

The liability limits shall not be less than: \$\_\_\_\_\_

### **ADDITIONAL INSURANCE**

**Additional Insurance:** The City requires the following types of insurance:

**Aircraft Insurance:** Tenant agrees to carry aircraft liability insurance coverage during the term hereof, with terms and company satisfactory to City for limits of not less than \$N/A per occurrence.

**Builder's Risk Coverage:** Builder's Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance and covering off-site storage, transit and installation risks as indicated in the Installation Floater (below) and Transportation insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

**Contractors Pollution Liability :** which is a contractor base policy, which should be provided on an occurrence basis, Contractor Pollution Liability provides third-party coverage for bodily injury, property damage, defense, and cleanup as a result of pollution conditions (sudden/accidental and gradual) arising from contracting operations performed by or on behalf of the contractor.

## CITY OF LAKELAND-RISK MANAGEMENT MANUAL

Subject: Insurance Provisions for All Contracts for Service

### **ADDITIONAL INSURANCE (cont'd)**

**Crane or Riggers Liability:** This insurance covers legal liability protection for the individual or business entity when acting as a rigger for the property of others in their care, custody and control.

**Cyber & Privacy Protection Liability:** This insurance shall be a “claims made” type policy written in comprehensive form and shall protect the Other Party and the additional insured against claims arising from anyone’s acts errors or omissions including but not limited to outsourcers or vendors and any electronic or non electronic security events whatsoever for:

- a. **your** actual or alleged breach of any confidence, or violation or infringement of any rights to privacy or other legal protections for personal information, including but not limited to breach of a person’s right of publicity, false light, intrusion upon a person’s seclusion, public disclosure of a person’s private information, or misappropriation of a person’s picture or name for commercial gain;
- b. **your** breach of duty to:
  - i. protect the security and confidentiality of customer records and information;
  - ii. protect against any anticipated threats or hazards to the security or integrity of such records;
  - iii. protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer;
  - iv. protect any personally identifiable information, or other private or confidential information;under any statute including but not limited to HIPAA and GLB acts, or under any contract, including but not limited to **your** privacy statement;

The retroactive date of this “claims made” policy must be earlier than or equal to the start date of this contract. The Other Party is required to continue to purchase this coverage for a minimum of three years beyond the completion of this project.

**Environmental Impairment Liability:** The Other Party shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

**Fidelity/Dishonesty/Liability Coverage:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party’s employees resulting in loss to the City.

## CITY OF LAKELAND-RISK MANAGEMENT MANUAL

Subject: Insurance Provisions for All Contracts for Service

### **ADDITIONAL INSURANCE (cont'd)**

**Fire Legal Liability:** Tenant's liability for damages by fire to the rented premises the tenant occupies.

**Garage Liability Insurance:** Insurance covering the legal liability of automobile dealers, garages, repair shops, and services stations for claims of bodily injury and property damage arising out of business operations.

**Garage keepers Coverage:** Garage keepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the City's vehicles while in the care, custody and control of the Other Party.

**Hangar keepers Liability:** Provides coverage for damage to or destruction of the aircraft of others while in the insured's custody for storage, repair, or safe keeping and while in or on the schedule premises.

**Installation Floater Coverage:** Installation Floater Coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Liquor Liability Coverage:** In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract, or lease. If needed coverage is not included in the general/umbrella/excess liability policy (ices), the policy (ices) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Professional Liability/Malpractice/Errors or Omissions Insurance:** The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

## CITY OF LAKELAND-RISK MANAGEMENT MANUAL

Subject: Insurance Provisions for All Contracts for Service

### **ADDITIONAL INSURANCE (cont'd)**

**Railroad Protective Liability:** (specific to CSX Railroad right of way) this insurance coverage protecting a railroad from liability it incurs because of the work of contractors on or near the railroad right-of way. Such RPL policy shall name Railroad as the insured.

**Transportation Insurance:** This insurance shall be of the “all risks” type and shall protect the Other Party and the City from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until the City receives the equipment and materials at the job site.

**Watercraft Liability Coverage:** Because the Other Party’s provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity.

**Installation Floater Coverage:** Installation Floater Coverage is to be purchased when Builders Risk insurance is inappropriate, or when Builders Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit, and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions, or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Transportation Insurance:** This insurance shall be of the “all risks” type and shall protect the Other Party and the City from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until the City receives the equipment and materials at the job site.

### **EVIDENCE/CERTIFICATES OF INSURANCE**

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms, and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

## **CITY OF LAKELAND-RISK MANAGEMENT MANUAL**

Subject: Insurance Provisions for All Contracts for Service

### **ADDITIONAL INSURANCE (cont'd)**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Builders Risk Insurance Provisions

Purpose: To insure that when a contract includes construction of and/or addition(s) to above ground buildings or structures, Builders Risk coverage must be provided.

NOTE: This coverage may be provided by the City through its Property and Casualty carrier or by the contractor depending on cost, bid should include a break down of Builders Risk Premiums.

### Insurance Provisions:

- A. Builders Risk: Shall be all Risk coverage, with the limits of insurance to equal 100% of the completed value of such addition(s), building(s), or structures(s).

Waiver of Occupancy Clause Endorsement which will enable the City to occupy the facility under construction/renovation during such activity.

Maximum Deductible Clause of \$10,000 for each claim.

When a contract includes the installation of machinery and/or equipment into an existing structure, the above policy must include an endorsement covering same. This includes installation and transit.

### Special Provisions:

- A. The City of Lakeland is to be included as an Additional Insured.
- B. An appropriate Hold Harmless Clause shall be included.
- C. Current, valid insurance policies meeting the requirements, herein identified, shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30 day notification to the City in the event of cancellation or modification of any stipulated insurance coverage.
- D. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the City's Office of Risk Management.

**CITY OF LAKELAND-RISK MANAGEMENT MANUAL**

Subject: Standard Hold Harmless and Indemnity Clause for Use in Construction Contracts,  
This Includes New Construction, Alteration, Repair, Demolition, Etc.

**INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness, or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any such Subcontractor, or other person or organization under workers' or workmans' compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five years.**  
\_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

(OR)  
\_\_\_\_\_ **Agreement is limited to Bid, Contract, or Purchase Order # \_\_\_\_\_,**  
**dated \_\_\_\_\_.**

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**CITY OF LAKELAND-RISK MANAGEMENT MANUAL**

Subject: Standard Hold Harmless and Indemnity Clause for Use (continued)

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City, or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

**CITY OF LAKELAND**

\_\_\_\_\_  
Name of Organization

BY: \_\_\_\_\_  
Karen Lukhaub, Director of Risk Management

BY: \_\_\_\_\_  
Signature of Owner or Officer

DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

STATE OF : \_\_\_\_\_

\_\_\_\_\_  
Organization Phone Number

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, of \_\_\_\_\_.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

identification, and did \_\_\_\_\_ / did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Serial Number, if any  
7/2004

\_\_\_\_\_  
Notary Seal

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Insurance Provisions to be Utilized on Non-Profit/Charitable Short Term Use/Rental Agreements

Purpose: To recommend insurance provisions regarding Non-Profit Charitable Organization/Function with short term use of City Facility and no Recognized/Identified Unusual Hazards.

EXAMPLE: Meetings, Dinners, Shows, Dances, etc.

NOTE: If Recognized Hazards are present, the limits of coverage are to be increased accordingly.

### Insurance Provisions:

- A. Workers' Compensation: If User falls under the State of Florida Workers' Compensation Law, coverage shall be provided for all employees. The coverage shall be for Statutory Limits in compliance with the applicable state and federal laws.
- B. Commercial General Liability: Shall have minimum limits of \$300,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage, including Premises and Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Coverage.
- C. Business Auto Liability: Not required unless there is a specific relationship to the Lease/Use Agreement. If required, the same limits listed under Commercial General Liability shall apply. This shall be an "any auto" type policy.

### Special Requirements:

- A. The City of Lakeland is to be included as an Additional Insured on both the Commercial General Liability and Business Auto Liability policies.
- B. An appropriate Hold Harmless Clause shall be included. NOTE: If it is determined that the purchasing of insurance is not required, the user MUST still sign an approved Hold Harmless Clause relieving the City of any and all legal liability.
- C. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day notification to the City in the event of cancellation or modification of any stipulated insurance coverage.
- D. Certificates of insurance meeting the required provisions shall be forwarded to the City's Office of Risk Management.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

**Subject:** Insurance Provisions to be Utilized for All Use/Rental/Lease Agreements Involving Commercial or For Profit Organizations

**Purpose:** To recommend coverage that will be required for all rentals and leases with limits based on status, i.e. charitable/non-profit, and identifiable exposures or hazards.

**EXAMPLE:** Home Shows, Boxing Matches, Wild Animal Displays, Rock Concerts, Parking Lots, Office Buildings, Hangers, Stadiums, etc.

**NOTE:** Limit of coverage will be increased as recognizable exposures or hazards increase.

### Coverage Required by all Lessees or Renters:

- A. Commercial General Liability: Coverage shall be \$1,000,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage, including Premises and Operations, Contractual, Products/Completed Operations Coverage, and Independent Contractors Coverage if applicable.
  
- B. Business Auto Liability: Not required unless there is a specific relationship to the Lease/Use Agreement. If required, the same limits listed under Commercial General Liability shall apply. This shall be an “any auto” type policy.
  
- C. Workers’ Compensation: If User falls under the State of Florida Workers’ Compensation Law, coverage shall be provided for all employees. The coverage shall be for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers’ Liability with a limit of \$100,000 each accident; \$500,000 Disease – Policy Limit; \$100,000 Disease – Per Person.

**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Insurance Provisions to be Utilized for All Use/Rental/Lease Agreements Involving Commercial or For Profit Organizations

Special Requirements:

- A. Standard Hold Harmless and Indemnification (Topic 17).
- B. City of Lakeland will be included as an “Additional Insured” on both the Commercial General Liability and Business Auto Liability.
- C. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the City 30 days prior to the expiration date. There shall also be a 30-day notification to the City in the event of cancellation or modification of any stipulated insurance coverage.
- D. Certificates of Insurance meeting the required insurance provisions shall be forwarded to the City’s Office of Risk Management.

Special Insurance Provisions: Required based on terms of lease or rental.

- A. Liquor Liability: \$500,000 (Non-Profit) \$1,000,000 (For Profit)
- B. Pyrotechnics: \$5,000,000 - All organizations

Limit of Coverage: Non-Profit/Charitable; Dance, Dinner Meeting, etc. (no alcohol)

- 1) Commercial General Liability - \$300,000
- 2) Business Auto Liability - \$300,000
- 3) Workers’ Compensation – Statutory

Commercial/For Profit Organizations: Home Shows, Boxing, Rock Concerts (no alcohol being sold).

- 1) Commercial General Liability - \$1,000,000
- 2) Business Auto Liability - \$300,000
- 3) Workers’ Compensation - Statutory

**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Standard Hold Harmless and Indemnity Clause for Use by All Lessee or Rental Contracts

Hold/Harmless/Indemnification: To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless the City of Lakeland, its officers, directors, agents, representatives, employees, attorneys, and independent contractors from and against (i) any and all claims (including negligence) of any persons (including, without limitation, User’s employees, invitees, customers, attendees, suppliers, and shippers) arising out of or resulting from User’s Event, the use or occupancy of the Facilities by User, the conduct of User’s business or any activity, work or thing done, permitted or suffered in or about the Facilities or elsewhere, except where such claim is the proximate result of any reckless or intentional act of the City of Lakeland; (ii) any breach or default in the performance of any obligation on User’s part to be performed under the terms of this Agreement; (iii) User’s violation of any law, rule, regulation, statute, or ordinance, including without limitation, any copyright, trademark, intellectual property, health, and safety violations; and (iv) any and all costs, attorney’s fees, court costs, expense, and liabilities actually incurred by any such person in the defense of any such claim, or any action or proceeding brought thereon, including costs of appeal, settlement, or defense. If any action or proceeding is brought against the City of Lakeland or any such other person by reason of any such claim, User, upon notice from the City of Lakeland, shall defend the same at User’s sole expense using counsel reasonably satisfactory to the City of Lakeland, and the City of Lakeland shall cooperate with User in such defense. User, as a material part of the consideration of the City of Lakeland, hereby assumes all risk of damage to property of User or injury to persons in or about the Facilities arising from any cause indemnifiable by User hereunder and User hereby waives all claims in respect thereof against the City of Lakeland.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ **Agreement is limited to P. O. # / Bid # \_\_\_\_\_, or Contract**

**dated \_\_\_\_\_.**

**(OR)**

\_\_\_\_\_ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

\_\_\_\_\_ **to** \_\_\_\_\_  
**(Date) (Date)**

**CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Standard Hold Harmless and Indemnity Clause for Use by All Lessee or Rental Contracts

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City, or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

\_\_\_\_\_  
Name of Organization

**BY:** \_\_\_\_\_  
Signature of Owner or Officer

**ATTEST:** \_\_\_\_\_  
Corporate Secretary or Witness

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, of \_\_\_\_\_  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

identification and did \_\_\_\_\_ / did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Notary Seal

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:** Insurance Review of Contracts, Leases, Agreements, and Insurance Coverages

**Purpose:** To insure that all City leases, contracts, agreements, etc., provide for the proper transfer of risk from the City.

**Responsibility:** All Departments, Divisions, City Attorney, Office of Risk Management

### Policy and Procedure

- A. During the preparation of specifications, contracts, leases, agreements, or similar documents, insurance guidance may be acquired by calling Risk Management.
- B. All documents falling under this policy shall be reviewed and approved by the City's Office of Risk Management prior to being accepted or submitted to Purchasing or the City Attorney for processing. In the event a document is not approved, the Risk Manager will contact the initiating agency and assist them in developing an acceptable document.
- C. The contractor or user of City facilities shall comply with all insurance requirements shown in the document. The contractor or user may be advised to forward a copy of the policy(s) or insurance certificate(s) to the City's Office of Risk Management for review.
- D. If the policy(s) or certificate(s) reviewed are not in compliance, the Risk Manager will take the necessary steps to see that the problem is corrected and so advise the affected City Division.
- E. If the insurance deficiency cannot be corrected, the Risk Manager shall notify the affected department and the City Attorney. If necessary, the City Attorney will decide if the document is to be voided and legal action taken.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Glossary of Common Insurance Terms

ACT OF GOD: An act occasioned exclusively by violence of nature and without the interference of any human agency.

ACTUAL CASH VALUE: Replacement cost of property at the time of loss, less depreciation, based on age, condition, time in use, and obsolescence.

ADDITIONAL INSURED: A person or entity, other than the named insured, who is protected by the policy.

ADJUSTER: One who has the authority to determine the amount of a claim on behalf of the City.

ALL RISK COVERAGE: Protects against all risks except those specifically excluded. Burden of proof is on insurer.

ASSIGNED RISK: A risk which is assigned by law to an insurer who would not otherwise accept it.

BAILEE: A person or entity having custody of property of others.

BAILOR: A person entrusting goods to another.

BINDER: Gives evidence of insurance coverage.

BLANKET INSURANCE: A single amount of insurance covering several items.

BODILY INJURY: Bodily injury, sickness, or disease sustained by a person, including death, resulting from any of these at any time.

BROAD FORM PROPERTY DAMAGE: This endorsement clarifies the question of care, custody, and control. It also broadens such coverage.

BUILDERS RISK: Coverage to protect a building in the course of construction.

BUSINESS INTERRUPTION: Coverage to pay for loss of profits and certain continuing expenses, if a covered peril interrupts the normal operation of a business.

COINSURANCE CLAUSE: Stipulates the amount of insurance in relation to total value an insured must carry.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Glossary of Common Insurance Terms

COMBINED SINGLE LIMITS: Includes Bodily Injury and Property Damage limits. The occurrence amount is the most paid per occurrence and the aggregate amount is the most paid per policy term.

COMMERCIAL GENERAL LIABILITY: This insurance shall be an “occurrence” type policy written in commercial form and shall protect the contractor and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the contractor’s employees or damage to property of the City or others arising out of any act or omission of the contractor or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the contractor under the article entitled Indemnification, and Products and Completed Operations coverage.

CONTINGENT LIABILITY: Liability incurred because of negligence of a person engaged by the insured to perform work. Example: contractor responsible for work of a subcontractor.

CONTRACTUAL LIABILITY: Liability assumed by contract or agreement and which would not exist otherwise.

DEDUCTIBLES: That portion of a loss which is retained by the insured.

EMPLOYERS’ LIABILITY: Coverage written in conjunction with Workers’ Compensation Insurance to cover those injuries that may be excluded from coverage under Workers’ Compensation.

ENDORSEMENT: A provision added to an insurance policy to modify it. An endorsement supersedes the original policy text.

EXCESS INSURANCE: Insurance in excess of a certain amount.

EXTENDED COVERAGE ENDORSEMENT: Used with fire policy, extending coverage to loss caused by windstorm, hail, smoke, explosion, riot, civil commotion, and the impact of vehicles and aircraft.

EXCLUSION: Something not covered by the policy and specifically so stated in the policy contract.

FLOATER: A policy covering property at any location.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Glossary of Common Insurance Terms

FORCE MAJEURE: A clause often appearing in construction contracts excusing the contractor from performance if he is restrained by acts beyond his control.

HOLD HARMLESS AGREEMENT: An element of many contracts and leases which attempts to shift liability for loss from one party to another.

INDEMNITY AGREEMENT: Same as “Hold Harmless” Agreement.

INDEMNITY: To reimburse an insured for a loss.

INDEPENDENT CONTRACTORS: This term includes those operations performed for the named insured by independent contractors.

INSURANCE: A contract wherein an insurer agrees to indemnify the insured for loss from specified perils and under certain conditions.

INSURED: The person or entity who is protected by an insurance policy.

INSURER: The insurance company.

LESSEE: A tenant who has signed a lease.

LESSOR: An owner of property who rents it to others under the terms of a lease.

LIMITS OF INSURANCE: The maximum amount an insurer agrees to pay in case of a loss.

LIQUOR LIABILITY: Applies only to named insured who manufactures, distributes, sells, serves, or furnishes alcoholic beverages.

NEGLIGENCE: Failure to use such care as a reasonably prudent and careful person would under similar circumstances.

OCCURRENCE: An accident, including continuous or repeated exposure to substantially the same general harmful conditions.

OCCURRENCE POLICY: Refers to a Commercial General Liability Policy that provides coverage for injury or damage that occurs during the policy period, regardless of when the claim for injury or damages is first made.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Glossary of Common Insurance Terms

PERSONAL INJURY COVERAGE: Injury, other than bodily injury, arising out of one or more of the following offenses: False arrest, detention or imprisonment, malicious prosecution, wrongful entry into or eviction of a person from a room, dwelling, or premises that the person occupies, oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services, or oral or written publication of material that violates a person's right of privacy.

PREMISES AND OPERATIONS: The premises which are being covered and/or the operations being performed by the insured.

PROBABLE MAXIMUM LOSS (PML): The largest loss likely to occur.

PRODUCTS/COMPLETED OPERATIONS: Bodily Injury and Property Damage occurring away from premises you own or rent and arising out of "your product" or "your work" except (1) Products that are still in your physical possession or (2) Work that has not yet been completed or abandoned.

PROFESSIONAL LIABILITY: Professionals, i.e. engineers, architects, physicians, shall carry professional malpractice insurance in the amount required throughout the term of this contract and shall maintain such coverage for an extended specified period of years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the last policy period. In the event the Professional shall fail to secure and maintain such coverage, Professional shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

PROPERTY DAMAGE: Physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

REPLACEMENT COST: The actual cost to replace the destroyed item at current values.

RELEASE OF LIABILITY: An agreement to hold City harmless given receipt of final payment for contract completed.

RETENTION: Deductible assumption of a risk.

RIDER: An endorsement to a policy.

SELF INSURANCE: Generally refers to a planned program for financing losses, other than through insurance contracts.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Glossary of Common Insurance Terms

**SUBROGATION**: The insurer's right to proceed against a third party if that third party was liable for a claim paid by the insurer.

**TRANSPORTATION INSURANCE**: An "all risk" type of insurance that protects the contractor and the City from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until the City receives the equipment and materials at the job site.

**UMBRELLA**: This policy provides excess limits over the basic liability policies and follows form with the existing coverage on the basic policies.

**UNINSURED**: Not having insurance on a specific exposure.

**WAIVER OF OCCUPANCY CLAUSE**: Allows owner to occupy the facility under construction/renovation during such activity without voiding insurance coverage.

**WRAP-UP**: A policy specially tailored for large construction projects. One policy covers all involved interests.

**X C U COVERAGE**: X refers to explosion, C refers to collapse, and U refers to damage to underground property.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Summary of City Insurance Coverage

Purpose: The following is a brief summary of all exposures that are currently covered in total or in part by insurance. A more detailed explanation of coverage limits and limitations can be obtained through the City's Office of Risk Management.

All losses, injuries, accidents, etc., are to be reported to the City's Office of Risk Management unless otherwise noted.

Accidental Death and Dismemberment: Part of the life insurance coverage which provides additional benefits for accidental death or dismemberment.

Airport Liability: This coverage is provided through a fully insured program.

Automobile Liability: The City has elected to self-insure its liability resulting from bodily injury and property damage arising out of a motor vehicle accident. The State's Sovereign Immunity Act is a part of this program.

Boiler and Machinery: Provides coverage for damage to boilers, pressure vessels, etc.

Commercial General Liability: The City has elected to self-insure its liability resulting from bodily injury or property damage claims. The State's Sovereign Immunity Act is a part of this program.

Crime: Provides coverage for Dishonesty, Disappearance, Destruction, and Depositor's Forgery. Locations covered: City Hall, Civic Center, Electric, and Water Operations.

Electronic Data Processing: Provides all risk coverage regarding physical loss to Data Processing equipment and Data Processing media. This includes valuable papers and records. Coverage at identified locations at varying amounts.

Health Full-Time Regular Employees: There is one plan that is available to employees and eligible dependents. A self-insured, traditional styled comprehensive major medical type of plan that includes: deductibles, co-payments, and a stop-loss provision for employees. Where a preferred provider arrangement is available, all "out of program" payments will be reduced unless specifically covered by plan (See Benefits Manual).

Life Full-Time Regular Employees: City provides, at no cost to employees, an amount equivalent to one times annual salary – not to exceed \$50,000 of life and accidental death and dismemberment insurance. Full-Time Regular employees may purchase any multiple of annual earnings up to \$600,000. Up to \$300,000 is guaranteed issue if the election was made on the effective date of the group policy or prior to the first day of the month following date of hire. This coverage includes an AD & D benefit (See Benefits Manual).

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Summary of City Insurance Coverage

Long Term Disability: Eligibility provided to all regular active full-time and part-time employees with one year of service. Elimination period of 180 days for sickness or accident with a maximum payout for active full-time employees of \$5,000 per month based on 60% of base monthly earnings and for part-time employees a maximum payout of \$3,000 per month based on 60% of base monthly earnings. (See Long Term Disability booklet).

Public Official's Bond: Provides coverage for faithful performance of all duties of City Treasurer.

Public Official's Liability: This coverage is provided within the City's self-insuring program.

Property – Boiler & Machinery: Provides blanket coverage on all City buildings and their contents for physical loss or damage except as specifically excluded.

Statutory Death Blanket Insurance: The policy is intended to provide accidental death benefits to all active, full-time, permanent employees as is required by Florida Statutes 112.19, 112.191, and 112.18, and 185.34 for police officers and firefighters.

Coverage applies to work related injury. (See City of Lakeland Personnel Policy and Procedure Manual).

Exclusions – Self-inflicted injury or suicide.

Workers' Compensation: This is a self-insuring program which pays all compensation and other benefits required by the Florida Workers' Compensation Act. Covers partial lost wages, doctor bills, hospital bills, etc. Note: Injury must be job-related, properly reported to City, and treatment authorized and approved by the City. Includes a \$150,000 death benefit.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:** Establishment of Uninsured Loss Reserve Policy

**Purpose:** The general purpose of this policy is to establish eligibility guide lines, request for funds payment methods, establishment of fund accounts and amounts, record keeping procedures, and fund stability.

### Policy

Wherein, the City of Lakeland recognizes the value of establishing specified deductible levels on certain lines of coverage, self-insuring certain areas of liability, and the payment of certain claims for cause, financial savings, or other acceptable reasons, this policy has been established to control the evaluation, funding, payment, and recording of such occurrences.

#### A. Areas of Loss Which are Eligible for Coverage Consideration

1. The deductible portion of those City property losses that are included in one of the City's active insurance policies.
2. City property losses, other than normal wear and tear, for which there is no insurance coverage and where the loss value exceeds \$250.00. Losses with a value less than \$250.00 may be paid from the affected department's operating budget.
3. Damage to property owned by someone, other than the City, for which the City may be responsible.
4. Injury to someone, other than a City employee, for which the City may be responsible.
5. Any other loss in which the City may be considered the responsible party.

#### B. Procedure to Initiate Request for City Property Damage Claims

1. Immediately upon becoming aware that such a loss has occurred, the responsible division will conduct an investigation and submit a written report to the Office of Risk Management within 24 hours. (Phone report is acceptable when report may be delayed).

The report shall include the following information: Date of Loss, Location of Loss, Description of Property, Value of Property - including estimated replacement or repair, and a detailed summary of how the loss occurred. It is also necessary to indicate if the loss report is for information only or if a claim for reimbursement is being made.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Establishment of Uninsured Loss Reserve Policy

2. The Office of Risk Management, through its Third Party Administration (TPA) adjuster, will determine if the claim should fall under the uninsured loss fund or under a covering insurance policy in which case a claim should be filed to make a recovery.
  - a. If the appropriate insurance coverage has a deductible, or the loss is below the deductible, or found not to be covered by insurance, the Office of Risk Management will evaluate the loss information to determine eligibility for payment under the Uninsured Loss Reserve Fund.
  - b. If the loss is not eligible for payment from this reserve fund, notification will be sent to the controlling department and division.
  - c. If the loss is covered, it will be processed under the appropriate reimbursement program established herein.

C. Procedure to Initiate Request for Private Property Damage Claim

1. Immediately upon becoming aware that such a loss has occurred, the responsible division will contact the Office of Risk Management and submit a completed City of Lakeland Employee's Report of Injury/Illness/Property Damage form within 24 hours.
  - a. The Office of Risk Management may elect to initiate a settlement through insurance coverage on an item rather than through the City's self-insurance program. The responsible division may elect to replace or repair the damaged or lost item, then they may do so. An executed release shall be obtained prior to payment and/or replacement. All claims forwarded to the Office of Risk Management for processing will be evaluated for consideration under the City's self-insurance program.

D. Procedure to Initiate Notification of Bodily Injury (Non-Employee) or Property Damage Claims

Upon notice of a bodily injury claim, or property damage claim, the department or division notified will immediately contact the Office of Risk Management and submit a completed City of Lakeland Employee's Report of Injury/Illness/Property Damage form within 24 hours of loss knowledge.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Establishment of Uninsured Loss Reserve Policy

2. All bodily injury claims will be handled through the Office of Risk Management. No such claims shall be settled at the division level.
3. The Office of Risk Management will determine if said claim should be processed through the City's self-insurance program. The filing of such claim does not show an admission of guilt or responsibility.
  - a. The Office of Risk Management may elect to initiate settlement through this policy. An executed release shall be obtained prior to payment.

### E. Authority to Settle Claims

1. The following schedule shall be utilized regarding the settlement of claims through financial reimbursement.
  - a. All claims may be referred to the City's Loss Review Committee, if conditions warrant such action as determined by the Risk Manager.
2. Settlement of claims that relate to the repair or replacement of property shall rest within the Office of Risk Management, given sufficient documentation i.e. estimates and invoices for work completed.
  - a. All settlements shall meet notifications requirements as set forth in applicable Florida Statutes.

### F. Loss Review Committee

1. The Loss Review Committee is established by local ordinance for the purpose of reviewing the actions of the Department of Risk Management with regards to settlement of claims.

The Committee is composed of the following persons or their designee:

- a. The City Manager or designee
- b. The City Attorney or designee
- c. The Finance Director or designee
- d. The Internal Auditor or designee
- e. The Risk Manager or designee

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Establishment of Uninsured Loss Reserve Policy

2. The Committee shall meet on an as needed basis, but no less than once a year to review the annual actuarial review of the Self Insurance Funds performance. The Committee will discuss, evaluate, and recommend action to protect the interest of the City, its employees, and citizens.
3. The Committee shall be chaired by the Director of Risk Management. A written agenda for each meeting will be distributed in advance and minutes kept of each meeting.

### **G. Admission of Responsibility**

1. Any payment authorized under this policy shall not be construed in any way as an admission of liability or responsibility for the accident or any damages or injuries resulting therefrom.

### **H. Non-Waiver of Recovery Rights**

1. Any payment or non-payment under this policy will not restrict or preclude the City's right to file for reimbursement under any applicable insurance policy.
2. The City maintains the right to proceed against a third person(s) responsible for a claim paid by the City through this funding policy.

### **I. Financial Administration of Uninsured Reserve**

1. The City Finance Director shall establish the proper funding account(s) in which the monies set aside for utilization through this policy will be placed.
2. The Risk Manager and Finance Director will maintain the necessary records to insure that the utilization of the fund is properly recorded to reflect a current balance on hand including those reserves established on open claims.
3. If at any time during the fiscal year it is determined that a deficit balance is anticipated, an emergency meeting of the Loss Review Committee will be held to prepare a recommendation for the City Commission to add a specified dollar amount to this reserve to insure solvency for the remainder of the fiscal year.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Establishment of Uninsured Loss Reserve Policy

4. Any interest earned by funds within those account(s) established for utilization within this program shall be credited back to said account(s) to aid in future growth and stabilization.
5. During the City's normal budgeting procedures, the Risk Manager and Finance Director shall evaluate the previous, current, and future expenditures, and recommend an amount to be added to the fund account(s) for the upcoming 12 month period.
6. The monies allocated to those account(s) established to pay for losses as set forth in this policy shall not be transferred or utilized for any other purpose, unless otherwise directed by City Commission action.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Safety and Health Policy

Providing safe and healthful working conditions is a major responsibility of every City supervisor. Unsafe acts or conditions cause accidents, and both of these are under the supervisor's control. Unsafe working conditions can be minimized by identifying the hazards, correcting unsafe work practices, and using proper equipment.

Management selects qualified personnel, trains them to work in a safe manner, and provides supervision to insure compliance. In each of these areas, management will maintain positive control toward prevention of unsafe acts by employees. If an accident occurs, the most important factor in an accident investigation is to determine how to prevent a recurrence of the accident.

A positive attitude toward safety will greatly influence the attitudes of the employees. The City has a comprehensive safety program and the Office of Risk Management should be made aware of any safety and health hazards or potential hazards. (Refer to the City of Lakeland Safety Practices and Procedures Manual for specifics.)

Specific safety requirements will be attached to every contract, request for proposal (RFP), and insurance requirements. All safety and health rules and regulations, both City-wide and departmental, are to be carefully observed so that employee accidents and injuries may be kept to a minimum.

These regulations cover all employees; whether full time, part time, temporary, seasonal, etc.

Failure to comply with these regulations may subject the violator to disciplinary action as outlined in the Personnel Policy & Procedure Manual of the City of Lakeland.

Whenever a condition or practice is found to exist which could reasonably be expected to cause death or serious physical harm, or serious property damage, authority to take whatever action is necessary to correct the noted condition or practice, including the stoppage of the project in question, is vested with the authorized representative of Risk Management or Safety.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

**Subject:**        Securing City Vehicles/Equipment

**Purpose:**        To establish policy for the securing of City vehicles and equipment from theft, vandalism, or an accidental run-away situation. Reference State Statue: 316.1975 Unattended Motor Vehicle.

**Responsibility:** All Employees, Department/Division Heads

### Policy

- A.        Whenever a City vehicle or piece of equipment is left parked or unattended, the following procedure is to be followed:
1.        Turn off the engine.
  2.        If equipped with automatic transmission, place in park.
  3.        Set parking brake.
  4.        If on a grade, turn front wheel toward curb or side of the street or block vehicle from rolling.
  5.        Remove key from the ignition and secure it on your person.
- B.        If there are valuables inside the vehicle/equipment, or if said vehicle/equipment is to be left unattended for a long period of time, all windows are to be closed and the doors locked, if so equipped.
- C.        Equipment that does not have an ignition key and can be started by pushing a button or other like device shall be secured by removing the ignition wire or other such device. Such device may be a chain welded to an immovable object on one end and then looped through the steering wheel and secured with a pad lock.
- D.        Vehicles, equipment, etc. shall not be left overnight on an unsecured construction site unless it is impossible or impractical to move same to one of the City's compounds.

**NOTE: VEHICLES/EQUIPMENT ARE NOT TO BE LEFT UNATTENDED WITH THE KEY IN THE IGNITION AND THE ENGINE RUNNING.**

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Licensing Criteria to Obtain /Maintain City Vehicle Driving Privileges

**Purpose:** To establish a policy regarding minimum standards that would have to be met by a prospective or current employee who would or does operate a City vehicle.

### Definitions:

**Driving Under the Influence (DUI):** driving (or being in the actual physical control) of a motor vehicle while under the influence of alcoholic beverages, chemical substances, or controlled substances.

- a) “Substance” - is considered to be any drug, which when taken into the human body, can impair ability of a person to operate a motor vehicle safely. It can be chemical/controlled and legal/illegal.

**Habitual Violator:** having been convicted of more than five traffic citations within a five-year period; or having license suspended or revoked two or more times within a two-year period.

**Vehicle:** automobile, motorcycle, truck, piece of equipment, or any other similar device.

### Policy:

A. Criteria necessary to obtain the privilege of operating a City vehicle.

- 1. Have a current Florida license of the proper class.
- 2. Reached the age of 18 or older.
- 3. Have a license that is not under suspension or revocation.
- 4. Not have an alcohol or substance abuse problem.
- 5. Not be mentally or physically unable to drive safely.

B. Prospective employees are not eligible to be hired in a position requiring a current Florida License of the proper class if:

- 1. License currently under suspension or revocation.
- 2. Accumulation of nine or more points within the last 3 calendar years.
- 3. Charged with or convicted of DUI within the past 12 months.
- 4. Not able to obtain a valid Florida driver’s license.
- 5. Habitual violator of traffic laws.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Licensing Criteria to Obtain/Maintain City Vehicle Driving Privileges

- C. Current employees driving privileges will be suspended if one of the following occurs. Termination of employment may occur if driving privileges are suspended for long duration, subject to departmental discretion.
1. License found to be or have been suspended or revoked.
  2. Accumulation of nine or more points within the last 3 calendar years.
  3. Charged with or convicted of DUI.
  4. Not able to obtain a valid Florida driver's license.
  5. Habitual violation of traffic laws.
  6. Involved in two preventable City motor vehicle accidents within a 12-month period.

For all DUI offenses the following will apply:

### **IF WHILE ON DUTY:**

Blood or breath alcohol results are .02-.039, the employee will be considered to be “impaired” and will be sent home for 24 hours without pay. Upon return, the employee will be required to take a “Return to Duty” blood or breath alcohol test and mandatory referral to the Employee Assistance Program (EAP).

Blood or breath alcohol results are .04-.079, the employee will be considered “under the influence,” and will be sent home for 24 hours without pay. Upon return, the employee will be required to take a “Return to Duty” blood and breath alcohol test, subject to a one year random, no-notice blood or breath alcohol test, and mandatory referral to the Employee Assistance Program (EAP). If any additional occurrence of such alcohol or substance abuse is identified, employee will be terminated.

Blood or breath alcohol results are .08 or above, or fail to pass drug urine test for chemical or controlled substances, employee will be terminated.

### **WHILE OFF DUTY:**

Employee is required to inform his/her supervisor immediately on the next workday of an off the job DUI charge. Upon receipt of this notification, and until DUI charge is upheld or withdrawn, employee will not be permitted to operate a City vehicle. If convicted, employee will not be permitted to operate a City vehicle until such time as his/her license is fully reinstated.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:** Licensing Criteria to Obtain/Maintain City Vehicle Driving Privileges

**Note:** A no contest plea is considered the same as a guilty plea and shall apply to on or off the job DUI related to prospective or current employees.

While operating a City vehicle on or off of the job, termination of employment shall be implemented for employees who refuse to be tested either at the request of the City of Lakeland, as their employer, or a law enforcement agency during the course of an investigation for DUI.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

**Subject:** Walk-Through of City Facilities by Outside Agencies

**Purpose:** To establish policy and procedures for the orderly walk-through and reporting of same by outside agencies.

**Responsibility:** All Departments/Divisions, and Office of Risk Management

### Policy and Procedure

- A. Walk-through surveys by an outside governmental agency or insurance company.
1. All walk-through surveys will be scheduled through the Office of Risk Management.
  2. In the event a representative of an outside governmental agency or insurance company presents themselves unannounced, at a City facility, requesting permission to conduct an inspection the following procedure shall be followed.
    - a. Ask for their credentials and ask them to wait in the respective department/division office. **DO NOT PERMIT THEM TO GAIN ACCESS TO YOUR FACILITY.**
    - b. Contact the Office of Risk Management, providing identification of individuals requesting entrance, their name, organization represented, etc.
    - c. Office of Risk Management will advise requesting department/division as to action to be taken.
    - d. This procedure shall not apply to inspections of the Lakeland Police Department Prisoner Holding Facility by the Department of Corrections.
  3. The Office of Risk Management will assist in the surveys of all City facilities by an outside agency.
  4. All reports by an outside agency will be directed by said agency to the Office of Risk Management.
    - a. In the event the report is sent to the Department/Division inspected, a copy shall be sent to the Office of Risk Management as soon as possible.
  5. The Office of Risk Management will work with the affected department/division regarding any action required by said report and will respond back to the requesting agency in writing.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:** Construction – Alteration of City Buildings and Structures

**Purpose:** To assure that the construction or alteration of all City buildings and structures are reviewed to ensure compliance with all applicable codes and insurance requirements prior to the commencement of any work activity.

**Responsibility:** Risk Management/Building Inspection Division

### Policy

New construction, alteration, major repair, or demolition to City owned or occupied buildings may require compliance with safety, fire protection, or building standards established by the City's insurance carriers or City Departments. These standards exceed those required of private construction in many cases and are in addition to the normal codes and standards.

### Procedure

- A. The department responsible for project construction shall transmit three (3) copies of conceptual drawings, plans, or specifications to the Office of Risk Management. The Risk Management Safety Manager will review the documents, forward those which need to be reviewed by the City's insurance carrier, and respond directly back to the initiating department with an approval or directions regarding required modifications. Upon completion of the construction documents, the responsible department shall transmit eight (8) sets of site plans (if required) and three (3) sets of working drawings, with Risk Management's sign off, to the Building Inspection Division for processing and permitting.
- B. A building permit will be required for all construction and/or alterations regardless of whether the work is to be performed by a private contractor or City personnel.
- C. Ordinary minor repairs may be made without a permit, provided that such repairs shall not violate any of the provisions of the City's building code or established State safety regulations.
  1. No building permit shall be required for alterations and repairs to an existing structure where the value of such work is less than seven hundred and fifty dollars (\$750) on jobs described as follows:

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Construction – Alteration of City Buildings and Structures

### Procedure – Continued

- a. Roofs - Repair or replacement of sheathing and covering, cool decking.
  - b. Walls - Exterior and interior paneling, painting, wallpapering, siding, plastering, stucco, brick, etc.
  - c. Floors - Replacement, resurfacing, painting, or covering.
  - d. Ceilings- Refinishing, installation of tile, or suspended ceilings.
  - e. Attic – Insulation, installation of vents.
  - f. Partitions – Removal, alteration, or installation of non-load bearing partitions, provided the minimum dimensions of specified areas are maintained.
  - g. General – Replacement of doors, windows, screens, etc.
2. Nothing contained herein shall waive the requirement of obtaining a plumbing, mechanical, or electrical permit if said minor alterations or repairs involve plumbing, mechanical, or electrical installations.
- D. All inspections and approvals normally imposed upon the private sector shall also apply to City owned or utilized buildings/structures.
- E. Additional inspections may be conducted by the City’s Office of Risk Management, Public Works/Building Maintenance Division or any other City agency if such inspections are deemed to be in the best interest of the City.
1. All recommendations resulting from these special inspections shall be transmitted to the affected department/division head for review and necessary action.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

**Subject:** Pre-placement Medical Examination Procedures

**Purpose:** To establish policy and procedure for obtaining a medical examination for candidates who have been offered employment.

**Responsibility:** All Department/Division Heads

### Policy

- A. This policy pertains to the filling of full-time, part-time, temporary, seasonal, and any and all other employee classifications.
- B. All Departments and Divisions desiring to hire a new employee will be required to coordinate physicals through the HealthSTAT Wellness Clinic.
- C. The subject in question must be deemed physically qualified prior to starting work for the City.

### Procedure

- A. Once the criminal background and the finger print checks have been approved by Civil Service, Risk Management will run a driver's license check. If disapproved, the referring department is notified via email of the non-hire status. (This review is conducted only if position requires operating a City vehicle.) Approved background and driver's license checks will be forwarded to the City Nurse's office to notify the department contact of clearance to schedule a physical through HealthSTAT. Physical results will be sent to the City Nurse's office for final medical approval.
- B. The prospective subject will complete the paper work provided by the HealthSTAT Wellness Clinic when they arrive for their appointment. The prospective subject should bring his/her Florida Driver's License to this appointment.
  - 1. Falsification or failure to answer said questions may be grounds for dismissal from employment.
- C. The Physician or Registered Nurse Practitioner will determine if the subject is physically qualified, physically unqualified, or physically qualified with restrictions, for the Medical Group assigned to a respective job classification.
  - 1. Subjects disqualified due to a physical or mental impairment shall be considered under the definition and classification of handicapped, if appropriate.
  - 2. Subject disqualified due to failure of drug or alcohol test shall be disqualified.
- D. The HealthSTAT Clinic will notify the City's Occupational Health Nurse of pre-employment physical results. The City's Occupational Health Nurse will notify specific departments, via email, status of pre-employment physical.



Employment Date \_\_\_\_\_

Termination Date \_\_\_\_\_

### City of Lakeland Pre-placement Medical History and Examination Form

Type of Employment: Full-Time \_\_\_\_\_ Part -Time \_\_\_\_\_ Temporary/Seasonal \_\_\_\_\_ Summer \_\_\_\_\_

Job Title: \_\_\_\_\_ Department/Division: \_\_\_\_\_

#### PROSPECTIVE EMPLOYEE INFORMATION:

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
(First, Middle, Last) (Home or Mailing address including City, State, Zip)

Phone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: \_\_\_\_ SSN: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_

**Check "YES" or "NO" to ALL questions and provide an explanation to all yes answers at the bottom.**

- |  | YES   | NO    |
|--|-------|-------|
| 1. Were you ever injured or treated by a physician for a job-related injury?   | _____ | _____ |
| 2. Did you ever receive any money or disability rating because of an injury?   | _____ | _____ |
| 3. Have you ever been hospitalized as a result of an injury or illness?  | _____ | _____ |
| 4. Have you ever had your driver's license suspended or revoked?   | _____ | _____ |
| 5. Are you presently under the care of a physician? If so, why?  | _____ | _____ |
| 6. Has a physician ever recommended an operation and you <u>did not</u> have it?   | _____ | _____ |
| 7. Have you ever been recommended for or received treatment for "nerves", psychological, or psychiatric problems?  | _____ | _____ |
| 8. Have you ever been recommended for or received treatment for alcohol or drug abuse?   | _____ | _____ |
| 9. Are you now dependent or have you ever been dependent on alcohol or drugs?  | _____ | _____ |
| 10. Are you currently taking any medication or have you taken any medication within the past seven days?   | _____ | _____ |
| 11. Do you have any allergies to medications or environmental agents?  | _____ | _____ |
| 12. Do you drink alcoholic beverages? If so, how often (circle one)<br>1-5 / week      5-10 / week      10 + / week  | _____ | _____ |
| 13. Do you use tobacco products? If so, what type and frequency? (circle all that apply)<br>Product Type:      Snuff      Chewing Tobacco      Cigarettes<br>Frequency Used:      1-5 / day      5-10 / day      10-20 / day      1 pack + / day | _____ | _____ |
| 14. Is there any type of work that you are physically unable to do?  | _____ | _____ |
| 15. Are you going to hold another job while working for the City?  | _____ | _____ |

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Check "YES" or "NO" if you have ever seen a physician for any of the conditions below, or have experienced any of the conditions below, either as a child or an adult. Explain all "YES" answers indicating the approximate date and summarize the details.**

	YES	NO		YES	NO
16. Head Injury or Headaches	_____	_____	32. Tumors/Cysts/Cancer	_____	_____
17. Neck/Back Pain or Injury	_____	_____	33. Epilepsy (Seizures)	_____	_____
18. Eye Disease/Disorder/Injury	_____	_____	34. Gallbladder Problems	_____	_____
19. Ear Disease/Disorder/Injury	_____	_____	35. Hemorrhoids	_____	_____
20. Dental Disease	_____	_____	36. Arthritis (in any joint)	_____	_____
21. Nose Bleeds	_____	_____	37. Paralysis	_____	_____
22. Coughed Blood	_____	_____	38. Skin Disorder	_____	_____
23. Chest Pains	_____	_____	39. Anemia	_____	_____
24. Rapid or Slow Heart Rate	_____	_____	40. Tuberculosis	_____	_____
25. Irregular Heart Rate	_____	_____	41. Hearing Deficit	_____	_____
26. Knee/Foot/Ankle Problems	_____	_____	42. Hypertension	_____	_____
27. Varicose Veins	_____	_____	43. Claustrophobia	_____	_____
28. Leg Cramps	_____	_____	44. Acrophobia	_____	_____
29. Stomach or Bowel Discomfort	_____	_____	45. Hernia/Rupture	_____	_____
30. Diabetes	_____	_____	46. Surgery	_____	_____
31. Thyroid Disorder	_____	_____	47. Environmental Allergies	_____	_____

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***If additional space is required, please use the section marked "Comments" on page 4.***

***I hereby declare that the answers I have given are true and correct. I understand that as part of this pre-placement medical examination tests may be performed to detect the presence, if any, of drugs in my system. I fully realize that any false statement will be sufficient cause for rejection of employment or future dismissal.***

\_\_\_\_\_  
 (Signature of Applicant)

\_\_\_\_\_  
 (Date)



## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Medical Standards for City Employees

### Policy and Objectives

- A. It is the policy of the City to provide a medical examination program which will:
1. Select candidates who are physically able to perform their duties effectively and safely.
  2. Provide up-to-date medical information on City employees necessary for effective personnel utilization.
  3. Adequately protect the safety and health of all City employees.
  4. Protect the City against disability retirement, abnormal use of sick leave, and excessive losses under the rules of the State Workers' Compensation Act.
  5. To ensure that all candidates are free from the improper use of drugs and alcohol as described by Florida Statute (Drug Free Work Place).
- B. Medical history or pre-placement screening will be required and the medical standards contained herein shall apply to all new employees.
1. Applicants
    - a. All new employees
    - b. Re-hires
  2. Medical Group Reclassification
    - a. Employees in Medical Group IV who wish to change to another job, or employees changing to jobs in a higher medical group may not do so until determined fit by the City's Occupational Health Nurse.
- C. All classified positions are assigned specific medical standards and requirements by the City, based upon the physical demands of the jobs. Positions having similar physical demands have been grouped under numbered Medical group titles, which are generally defined as follows:
1. Medical Group I – Positions which require a high degree of physical fitness may require extreme physical exertion under emergency conditions. Unaided vision and hearing required due to impracticality of use of corrective lenses and hearing aids.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Medical Standards for City Employees

2. Medical Group II – Positions which require considerable physical labor and exertion, including such activities as bending, stooping, twisting, lifting, carrying, pulling, pushing, climbing, extensive, and frequent walking. Most positions require good manual and/or finger dexterity and good vision and hearing.
3. Medical Group III – Positions requiring limited physical exertion. Includes shift supervisors, engineers, and technicians.
4. Medical Group IV – Positions requiring minimal physical activities. Includes administrative and clerical-type positions.

### General Provisions

- A. A medical history evaluation, physical examination, and/or pre-placement screening to include such tests as are deemed appropriate to insure that no medically unqualified subject will be approved for employment.
- B. Unauthorized expenses from physicians or laboratories or other studies will not be paid by the City.
- C. A subject deemed medically unqualified by reasons not specifically noted shall be disqualified and the reasons recorded. All minor defects, as well as disqualifying defects, shall be recorded by the examining physician in order to protect the City against unjust claims.
- D. Subjects with acute pathological conditions from which, in the natural course of the disease, recovery occurs without after effect will be deferred until examination shows recovery has occurred without disqualifying after effect.
- E. Examination of subjects with remediable incapacity because of recent acute illness, surgical operation, or injury will be deferred until recovery is complete. Following any major surgical operation, an individual will be deferred long enough to insure complete recovery without after effect as determined by the treating physician in writing.
- F. If, in the opinion of the Department Head, a position can be filled by a handicapped person, this will be indicated on the Personnel Department Employee Requisition form, with a description of the type of limitations which would be acceptable.
- G. No person disqualified by medical examination may be hired for or retained in employment, unless reasonable accommodation can be made to meet a covered disability.
- H. Notice of all medical determinations shall be sent to the Office of Risk Management on forms supplied and in accordance with their procedures.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

Subject: Medical Standards for City Employees

- I. Medical reports maintained by the City of Lakeland’s Occupational Health Nurse are not to be made available to persons unless authorized by the employee.

### Medical Evaluation of the Physically and Mentally Handicapped

- A. Recognizing that physically handicapped persons are a valuable manpower resource that should be fully utilized and that such utilization benefits both the handicapped worker and the City, it is the policy of the City to provide employment opportunities to handicapped workers to the maximum possible extent.

Recruitment, examination, selection, and other personnel actions relating to the handicapped will be based on their ability to perform useful work rather than upon their disability. However, handicapped workers will not be employed under the following conditions:

1. The person is not able to perform the job at an acceptable level of performance.
2. The person cannot perform the job without endangering his/her safety or the safety of others.
3. Hiring a handicapped person would require unreasonable accommodation.

B. Definitions

Handicap – Any physical or mental impairment which substantially limits one or more of a person’s major life activities.

Permanent Health Impairment – A condition which cannot be completely corrected.

Stationary Health Impairment – A condition which is stabilized under medical control.

Any of the above Medical Standards contained herein may be utilized as the basis for an annual physical examination as warranted.

## CITY OF LAKELAND – RISK MANAGEMENT MANUAL

**Subject:** Medical Evaluation for Return to Work Authorization Covering Both On and Off-The-Job Disabilities and Illness.

**Purpose:** To establish policy and procedure for an employee's return to work following recovery from surgery, serious illness, injury, or other cause which is disabling, or for sick leave verification.

This is to obtain a determination as to the employee's ability to return to full unrestricted duty. This is necessary to insure safety of the employee and that of his co-workers.

**Responsibility:** All Employees, Supervisors, Department/Division Heads

### Policy

#### A. Job Related Disabilities

1. All employees losing one or more days from work as a result of a job related injury covered under the State Workers' Compensation Act shall present the City's Workers' Compensation Adjuster a return-to-work slip from the attending physician. This shall be done prior to returning to work.

If the employee loses time from work but does not require treatment by a physician, the HealthSTAT Nurse Practitioner shall prepare a return-to-work slip as notification to the Department.

2. The City's Occupational Health Nurse\* will evaluate the employee's work status (regular-unrestricted or restricted-light duty) and so advise the employee's supervisor in writing.
3. Refer to policy on Reporting Procedures for Employee Injuries.

#### B. Non-Job Related Disabilities

1. All employees experiencing a partial or total disabling medical problem, such as undergoing surgery, heart condition, fracture, amputation, neurological, or other such conditions shall present the City's Occupational Health Nurse with a return-to-work slip which has been completed by the attending physician. This shall be done prior to returning to work.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Medical Evaluation for Return to Work Authorization Covering Both On and Off-The-Job Disabilities and Illness

2. Sick leave, may be granted upon approval of the employee's department head. Notification of absence due to reasons qualifying for sick leave must be given. See City Personnel Policy and Procedure Manual – "Sick Leave" and/or departmental regulations specific reporting procedures.
3. A department/division may refer an employee who has or is losing time to the City's Occupational Health Nurse\* for a return-to-work slip prior to returning to work.
  - a. If said employee was seen by a physician, a return-to-work slip from said physician may also be required.
  - b. The City's Occupational Health Nurse\* will evaluate the employee's work status (regular-unrestricted or restricted-light duty if pertaining to an on the job disability and illness) and so advise the employee's supervisor, in writing, with request for questions.

### **C. Home or Hospital Visit**

1. In order to assist an employee who is disabled or unable to return to work, the City's Occupational Health Nurse\* may make a home or hospital visit.
2. These visits may be conducted at the discretion of the Office of Risk Management at the request of an employee or department.

When the visit request has been made by a supervisor, the City's Occupational Health Nurse\* will contact the department after the visit has been concluded.

3. The home visits made by the City's Occupational Health Nurse\* are not intended to take the place of the visits made by an employee's department regarding administrative matters. The City's Occupational Health Nurse\* visits are directed toward the employee's medical well being.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Worker's Compensation Provision

Purpose: To outline the benefits afforded an employee injured on the job.

### Policy and Procedure

#### A. Employee-Employer Responsibilities

##### EMPLOYEE

1. The employee shall immediately report any job-related injury or illness to his/her supervisor.
2. The employee shall use the doctor chosen by the City.
3. The employee shall cooperate with any rehabilitation program considered necessary to help him/her to return to work.

##### EMPLOYER

1. The City shall furnish all necessary medical, surgical, or hospital care as required by prevailing Florida Statute.
2. Prescribed items, such as drugs, braces, wheelchairs, etc., are paid for by the City, when covered by prevailing Florida Statutes and found to be compensable with the accident in question.
3. The City shall provide rehabilitation and training in preparation for the employee's return to work where such rehabilitation is covered by prevailing Florida Statute and shown to be medically necessary.
4. The City may pay full salary for the first six months due to the job-related injury or illness.

NOTE: Please refer to the Risk Management Manual, Topic 2, for more detailed information on injury/illness reporting and medical benefits.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Worker's Compensation Provision

### **B. Employee Benefits**

1. The Florida Statutes relating to Workers' Compensation benefits have been modified through numerous actions of the Florida legislation. The benefits accrued will depend on the date of the accident, with a great difference from one year to another.

The Office of the City's Occupational Health Nurse or the City's Workers' Compensation Adjuster will provide to the employee information regarding his/her entitlement under Florida law.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

**Subject:**        Job Restrictions Due to Job-Related Injuries

**Purpose:**        To establish City-wide guidelines to be used in returning an injured employee to duty.

- A.    **LIGHT DUTY:** When an employee returns to the City’s Occupational Health Nurse’s Office at Risk Management after receiving medical care, the physician will indicate if light duty is permitted and what job restrictions will apply. The City’s Occupational Health Nurse will contact the affected division to determine if light duty would be available within the physician’s medical guidelines. If so, the employee is returned to light duty work.

**NOTE:** It is important that the physician’s restrictions be followed by both the employer and employee.

1.    It is the City’s intent and desire to utilize injured employees on a “light duty” status whenever possible.
  2.    The following procedure will be utilized regarding light duty status:
    - a.    The City’s Occupational Health Nurse will evaluate the job restrictions noted by the physician obtaining whatever additional information may be necessary.
    - b.    The City’s Occupational Health Nurse will then contact via written communication the injured employee’s division supervisor to provide the work restrictions and determine job opportunities. If light duty is not currently available within the employee’s department, the City’s Occupational Health Nurse will then notify Employee Relations, who will attempt to locate “light duty” work within another City Department.
    - c.    If light duty work is available, the employee will return to work. Light duty status is intended for short-term recovery and should not exceed two weeks without additional review. Employees on light duty status shall be reevaluated every two weeks.
- B.    **DISABILITY RESULTING IN POSSIBLE WAGE LOSS:** In the event the employee’s injury prohibits him/her from returning to the job he/she had prior to the injury, the following steps are to be taken:
1.    The injured employee’s supervisor shall attempt to find another available position within the same division which would provide the same earning capacity.

## **CITY OF LAKELAND – RISK MANAGEMENT MANUAL**

Subject: Job Restrictions Due to Job-Related Injuries

2. If such a position is not available, the search shall be expanded to the entire department in which the employee is employed.
3. If there is no available position, the matter is to be referred back to the City's Occupational Health Nurse who will coordinate through the City's Employee Relations Department a job search throughout the other City departments.
4. If a position is found that is compatible with the employee's mental and physical capabilities, or one in which reasonable accommodation will make him/her capable, then said employee shall be considered for said position.
5. If a position cannot be found which would provide the same pre-injury earning capacity, then steps one through four shall again be instituted in an attempt to locate a position which would not cause the employee to suffer a wage loss exceeding 15% of his/her pre-injury wage.
6. In the event that the available position results in wage loss below the pre-injury wages, the employee shall be placed and the matter will be referred back to the Office of Risk Management to establish the wage loss differential and authorization of appropriate compensation for wages lost.  
  
In the event that the disability is so severe as to preclude the employee from any employment with the City, the matter shall be referred to the Office of Risk Management for implementation of the appropriate Workers' Compensation provision.
7. When a suitable position is found to be vacant within the City that can be safely and adequately performed by the disabled employee and said employee is offered said position, standard civil service requirements governing the filling of vacancies in employment may be waived or modified to enable such employment.
8. If a position is found within the City, it is offered to the injured employee, it is consistent with the employee's education, training, past work experience, or capabilities, and the employee does not accept it, the City will cease efforts to find re-employment opportunities for the injured employee.