



Memo

Finance Department

Accounting • Customer Service • Purchasing

TO: A. William Moss, City Manager
THRU: Ann Marie Ricardi, Finance Director *AR*
FROM: John M Dunnuck III, Purchasing Manager *J.M.*
DATE: July 2, 2012
SUBJECT: Renewal of Continuing Contract

AUTHORIZATION: CITY OF NAPLES CODE OF ORDINANCES

Sec. 2-667 (5) (e). Extended period contracts.

If the city has awarded a contract and an option exists or is offered to the city to extend the period of the contract, the city manager shall determine if such extension is in the best interests of the city and may exercise this option on behalf of the city for periods not exceeding two years.

The following information is provided for your consideration in the renewal of the below referenced renewal:

Contractor:	Risk Management Associates, Inc.
Supply/Service:	Property and casualty insurance brokerage service
Award Date:	June 18, 2008
Option Period:	October 1, 2012 to September 30, 2013

Supporting Documentation for review/approval:

**Renewal Agreement (for signature)
Department Authorization to Renew
Resolution Number 08-12100
Section 3.1, Page Three**

**06/18/08 through 9/30/11 Original
10/01/11 through 09/30/12 First Renewal
10/01/12 through 09/30/13 Final Renewal**

RENEWAL OF AGREEMENT

THIS RENEWAL is made and entered into this **26th day of June, 2012** by and between the City of Naples and **Risk Management Associates, Inc. dba Public Risk Insurance Agency**

WHEREAS, the City and the Contractor entered into that certain Agreement to provide **property and casualty insurance brokerage service** for the City of Naples; and

WHEREAS, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with no price increase; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (5) (e), Naples City Code, to extend this Agreement;

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby extended **through September 30, 2013**, with no more renewals available.

WHEREAS, the City and the Contractor have caused this Amendment to be duly executed by their duly authorized officers.

CITY OF NAPLES, FLORIDA

Risk Management Associates, Inc.

By: _____



By: _____



A. William Moss
City Manager

Name: Alan Florez
Title: Executive Vice President



Memo

Finance Department

Accounting • Customer Service • Purchasing

TO: Denise Perez, Human Resources Director
FROM: John M Dunnuck III, Purchasing Manager
DATE: June 25, 2012
SUBJECT: Renewal of Contract

RECEIVED

JUN 25 2012

HUMAN RESOURCES

The following annual contract has the option of one more renewal, based on the mutual agreement of both parties. Please indicate whether or not you wish to have this contract renewed by circling yes or no below.

Risk Management Associates, Inc 055-08

YES

NO

Property, Liability and Workers

10/1/2012 through 9/30/2013

Approved: Denise Perez
Department Head

- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be for a **period of three (3) years starting October 1, 2008 through September 30, 2011, with the option of two (2) additional one-year renewals upon mutual agreement.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. *[If Applicable-Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by the CONTRACTOR after expiration of said 18 month period.]*

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

RESOLUTION 08-12100

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NAPLES AND RISK MANAGEMENT ASSOCIATES DBA PUBLIC RISK INSURANCE AGENCY, TO PROVIDE PROPERTY LIABILITY AND WORKERS COMPENSATION INSURANCE BROKERAGE SERVICE FOR A THREE YEAR PERIOD WITH THE OPTION OF TWO ONE-YEAR RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 30, 2008, the City issued Request for Proposals #055-08 for Property and Casualty Insurance Brokerage; and

WHEREAS, the City Manager appointed a staff selection committee consisting of Lori Parsons, Risk Manager; Linda Bevard, Senior Human Resources Generalist; Ben Copeland, Budget and Capital Project Manager; and Ralph LaCivita, Comptroller; for the purpose of reviewing the five proposals received; and

WHEREAS, the selection committee evaluated the five submitted proposals and ranked them as follows:

1. Risk Management Associates dba Public Risk Insurance Agency
2. Willis
3. Gehring

WHEREAS, the selection committee recommends that the City enter into an Agreement with Risk Management Associates dba Public Risk Insurance Agency for a 3-year period with the City's option to renew for 2 additional 1-year periods;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPLES, FLORIDA:

Section 1. That an Agreement is hereby approved between the City of Naples and Risk Management Associates dba Public Risk Insurance Agency, for Property, Liability and Workers' Compensation Insurance Brokerage Service for the period of 3 years with the City's option to renew for 2 additional one-year periods, in an amount not to exceed \$60,000.00 for Fiscal Year 08-09, \$62,500.00 for Fiscal Year 09-10, and \$65,000.00 for Fiscal Year 10-11.

Section 2. That the City Manager is hereby authorized to execute the Agreement, a copy of which is on file in the City Clerk's Office.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF NAPLES, FLORIDA, THIS 18TH DAY OF JUNE, 2008.

Bill Barnett, Mayor

Attest:

Approved as to form and legality:

Tara A. Norman, City Clerk

Robert D. Pritt, City Attorney

M:\REF\COUNCIL\RES\2008\08-12100

Date filed with City Clerk: _____

Jade Hoke

From: Lori Parsons
Sent: Tuesday, June 26, 2012 8:33 AM
To: Jade Hoke
Subject: RE: renewals

Yes. Here they are:

For Preferred Governmental Claim Solutions (PGCS) it is:

Kenneth Picton, AIC, RMPE
Vice-President
PGCS Claim Services
P.O. Box 958456
Lake Mary, FL 32795-8456
(321) 832-1400, ext 4035
Fax (321) 397-5432
kpicton@pgcs-tpa.com

And, for Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA) it is:

Robin Faircloth

Director of Operations
Public Risk Insurance Agency
P.O. Box 2416
Daytona Beach, FL 32115
(386) 239-4044
(386) 239-4049 Fax
rfaircloth@bbpria.com

Lori P. Parsons, RMPE
Risk Manager

City of Naples
735 8th Street S
Naples, FL 34102
(239) 213-1833
(239) 213-1845 fax
lp Parsons@naplesgov.com

From: Jade Hoke
Sent: Tuesday, June 26, 2012 8:20 AM
To: Lori Parsons
Subject: renewals

Good Morning Lori,
Do you have a contact name and email and/or phone number for the following companies?

Preferred Governmental Claim Solutions
Risk Management Associates, Inc

I'll get their renewal contracts sent out as soon as possible so we can get them all set before their expiration dates. Thanks, Jade

Jade Hoke-Smith, Administrative Specialist
Purchasing Department, City of Naples
(239) 213-7100