



# Memo

Finance Department

Accounting • Customer Service • Purchasing

TO: A. William Moss, City Manager *ask*  
THRU: Ann Marie Ricardi, Finance Director  
FROM: John M Dunnuck III, Purchasing Manager *J.M.*  
DATE: June 28, 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:**

<b>Contractor:</b>	<b>Preferred Governmental Claim Solutions</b>
<b>Supply/Service:</b>	<b>Claims Administration Service</b>
<b>Award Date:</b>	<b>June 18, 2008</b>
<b>Option Period:</b>	<b>October 1, 2012 through September 30, 2013</b>

**Supporting Documentation for review/approval:**

**Renewal Agreement (for signature)  
Department Authorization to Renew  
Resolution Number 08-12101  
Page Three of Contract, Section 3.1**

**10/1/2008 through 9/30/2011 Original  
10/1/2011 through 9/30/2012 First Renewal  
10/1/2012 through 9/30/2013 Final Renewal**

**RENEWAL OF AGREEMENT**

**THIS RENEWAL** is made and entered into this 26<sup>th</sup> day of June, 2012 by and between the City of Naples and **Preferred Governmental Claim Solutions**.

**WHEREAS**, the City and the Contractor entered into that certain Agreement to provide **claims administration 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  
Solutions

Preferred Governmental Claim

By: 

By: 

A. William Moss  
City Manager

Name: KENNETH FICKON  
Title: 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.

Preferred Governmental Claim Solutions 056-08

YES

NO

Claims Administration Services

10/1/2012 through 9/30/2013

Approved: Denise H 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 08-12101

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NAPLES AND PREFERRED GOVERNMENTAL CLAIM SOLUTIONS TO PROVIDE THIRD PARTY CLAIM ADMINISTRATION 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 #056-08 for Third Party Claim Administration; 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 seven proposals received; and

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

1. Preferred Governmental Claim Solutions
2. Corvel
3. Unisource
3. Johns Eastern

WHEREAS, the selection committee recommends that the City enter into an Agreement with Preferred Governmental Claim Solutions for Third Party Claim Administration Service 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 Preferred Governmental Claim Solutions for Third Party Claim Administration Service for the period of 3 years with the City's option to renew for 2 additional 1-year periods, in an amount not to exceed \$55,250.00 for Fiscal Year 08-09, \$55,250.00 for Fiscal Year 09-10, and \$60,000.00 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\08-12101

Date filed with City Clerk: \_\_\_\_\_