



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Extend Agreement for General Liability Claims Adjusting and Administrative Services with D.B. Claims Services Group, Inc.

MEETING DATE: February 3, 2010

PREPARED BY: Risk Manager

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to extend agreement for general liability claims adjusting and administrative services with D. B. Claims Services Group, Inc.

BACKGROUND INFORMATION: The City has contracted with D.B. Claims Services Group (and its predecessor, Insurance Consulting Services, Inc.) for general liability claims adjusting and administrative services since 1993. The existing agreement with D.B. Claims, entered into on February 23, 2004 (Exhibit A) expired on February 22, 2007. While staff explored various options for claims administration, D.B. Claims continued to provide services on a month-to-month basis under the terms and conditions of the 2004 agreement. The fee structure for claims services remains unchanged.

Organizational changes in the City's Internal Services Department in 2006, including the loss of a position supporting Risk Management, led to changes in the City's procedures for the administration of general liability claims and, ultimately, resulted in cost savings to the City. Currently the City Clerk, Deputy City Attorney, and Risk Manager jointly administer the City's claims program, utilizing D.B. Claims primarily for adjusting services and the maintenance of the City's loss-run reports. Annual costs for this service have decreased from \$71,543 in FY03/04 to \$15,148 in FY08/09 under the new structure.

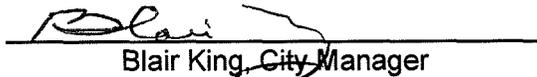
Because of the significant cost reduction for outside claims services, staff recommends continuing its current administration of the claims program and requests Council authorize the City Manager to enter into an agreement with D.B. Claims to extend the terms and conditions of the 2004 agreement, including the existing fee structure, for three years through February 2, 2013.

FISCAL IMPACT: Claims administration services – approximately \$16,000 annually, based on the amount of services provided.

FUNDING AVAILABLE: Funds are available in the General Liability 300202.7323 account to cover expenditures to D.B. Claims Services Group.


Jordan Ayers, Deputy City Manager


Janet Hamilton
Risk Manager

APPROVED: 
Blair King, City Manager

CONTRACT EXTENSION AGREEMENT

It is hereby agreed between the CITY OF LODI (hereinafter referred to as the CITY) and DB CLAIMS SERVICES GROUP, INC. (hereinafter referred to as the CLAIMS ADMINISTRATOR) that the "SELF-INSURED CLAIMS MANAGEMENT AND GENERAL RISK MANAGEMENT CONSULTING CONTRACT" between the CITY and the CLAIMS ADMINISTRATOR is hereby renewed and extended with no changes in terms, except as follows:

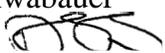
IV. TERM

The term of this agreement shall be three (3) years beginning February 3, 2010 and terminating at midnight, February 2, 2013. This contract may be terminated by either party for any reason upon sixty (60) days' written notice. The contract may be renewed subject to renegotiation of terms and conditions.

Date: _____

By: _____
Blair King
City Manager

Date: _____

By: _____
D. Stephen Schwabauer
City Attorney 

Date: _____

By: _____
Randi Johl
City Clerk

Date: _____

By: _____
Daniel A. Blanquie
President
DB Claims Services Group, Inc.

**SELF-INSURED CLAIMS MANAGEMENT
AND GENERAL RISK MANAGEMENT
CONSULTING CONTRACT**

THIS CONTRACT is made and entered into this ____ day of _____, 2003, by and between the CITY OF LODI, hereinafter referred to as the CITY, and DB CLAIMS SERVICES GROUP, INC., hereinafter referred to as the CLAIMS ADMINISTRATOR.

DB CLAIMS SERVICES **GROUP**, INC. is licensed in California to provide independent adjusting services. Its State License number is 2D89819. It is a California Corporation with home office located at 1304 Southpoint Blvd., Suite 250, Petaluma, California 94954; telephone number: 707/778-1118; Daniel A. Blanquie is president.

IT IS HEREBY AGREED by and between the parties signing this Contract, as follows:

I. GENERAL

The CITY desires to have unified claims management and general risk management consulting services. DB CLAIMS SERVICES GROUP, INC. is a Claims Management and Consulting firm experienced in providing the requested services and is ready and capable to perform such services for the CITY.

XI. SERVICES

The CLAIMS ADMINISTRATOR will assist the CITY in the management of the CITY's liability claims program. The CITY will transmit promptly to the CLAIMS ADMINISTRATOR all verified claims which it receives and will notify the CLAIMS ADMINISTRATOR through Incident Reports of circumstances which it believes may give rise to future claims. The **CLAIMS** ADMINISTRATOR will perform no investigation of Incident Reports without the express request of the CITY. It will initiate prompt investigations and attempt to secure the cooperation and confidence of claimants and their attorneys. It will provide reports to the CITY with respect to issues of fact, damages, and liability. It will provide recommendations with respect to courses of action regarding settlement and/or defense. Utilizing settlement authority as provided by the CITY, it will negotiate with claimants and their attorneys with the goal of securing a mutually-acceptable resolution to any claim. It will attempt to resolve cases without litigation. If assignment of a case to defense counsel is necessary, it will make the assignment on behalf of the CITY utilizing counsel specified and approved in advance by the CITY. It will receive and review all expense billings related to pending cases and, before approving such billings for payment, will secure any necessary supportive documentation. Absent direction from the CITY to the contrary, it will attempt to secure open or limited extensions of time on cases which it believes are likely to be resolved more quickly, efficiently, and economically in that manner. Releases of **All** Claims will be obtained from all claimants receiving settlements from the CITY through the CLAIMS ADMINISTRATOR. The CLAIMS ADMINISTRATOR will provide timely and appropriate reporting to the excess insurers of the CITY in a manner consistent with the

reporting guidelines provided to it by the carriers. It will make itself available to the City Council for discussion of pending cases. Consistent with the expressed wishes of the CITY, it will make itself available for scheduled claim reviews with the CITY. It will provide to the CITY a monthly computerized Loss Run of pending and closed cases sorted in a format to be approved **by** the CITY. The **CLAIMS ADMINISTRATOR** will perform loss control analysis and consulting services for the CITY and will assist the CITY with risk management services in a manner and to an extent agreed upon. It will encourage cooperative activity amongst the various other firms providing administration or consulting services to the CITY.

III. DENIAL, COMPROMISE OR SETTLEMENT OF CLAIMS

Settlement authority will be obtained by the CLAIMS ADMINISTRATOR from the CITY or, in the event of an exposure piercing the CITY's self-insured retention, jointly from the CITY and its Excess Insurer. Absent specific instructions to the contrary from the CITY, the CLAIMS ADMINISTRATOR is authorized to incur on behalf of the CITY defense costs including, but not limited to attorney fees, court costs, charges for court reporters, experts, technical analyses and reviews, medical examinations, and related items as are necessary or appropriate in the judgment of the CLAIMS ADMINISTRATOR or defense counsel for the proper defense of any case.

IV. PAYMENT FOR SERVICES

The annual Computer Services fee for the first year of this Contract is \$3,000.00. That fee covers the cost of computer hardware, space on the system, and production of Loss Run Register, Graphic Summary, and Numeric Summary reports. The Fee is due in full at the inception of each year of the Contract, though, for the convenience of the CITY, payments of \$250.00 or one-twelfth of the annual fee, whichever is greater, may be made monthly toward any remaining balance.

There **will** be no charge for the time and attention necessary to review and respond by phone to Incident Reports not requiring investigation, adjustment, or contact with claimants, witnesses, or counsel.

All activities related to the handling of specific claims will be billed on a Time & Expense basis, as follows, for the first year:

Professional Services

Claims Management:	* \$ 52.00 per hour
Risk Management and Loss Control Consulting:	** \$ 75.00 per hour

*Based exclusively on time of investigative, supervisory, and management personnel. No additional charge, except as provided below, for routine secretarial, insurance, or office overhead or telephone.

**Although \$90.00 per hour is presently the current fee, this amount shall be reduced to \$75.00 per hour as long as claims administration is performed by DB CLAIMS SERVICES GROUP INC.

Allocated Costs - billed as incurred, according to the following schedule:

Computer fee for file set up .	\$25.00 /each
Travel (billed from Fairfield).	\$.40 /mile
Photocopies .	\$.30 /page
Color photography (35 mm.) .	\$ 2.00 /print
Recording cassettes for statements .	\$ 2.50 /tape
Statement transcription	\$ 5.00 /page
Video recording of evidence .	DBC'SG's prevailing market rate
Long distance telephone (outside 707 or 209 area codes) .	. Incurred cost
FAX charges	First page: \$ 2.50
	. Each additional page: \$ 1.75
Report acquisition .	. Incurred cost
Trustee account check issuance (checks provided by client) .	\$12.50 /each
Audit registers.	\$12.50 /each
Specially requested computer services and reports	
- provided in-house by DBC'SG personnel .	DBC'SG's prevailing market rate
- provided by non-DBC'SG personnel .	DBC'SG's prevailing market rate
Necessarily incurred expenses	. Incurred cost
Index Bureau check .	\$20.00 /each
Posting costs .	. Incurred cost

Subject to agreement by both parties, increases are authorized for the second and third years of this contract in an amount not to exceed **5%** per year, plus a pro-rata share of any increase in liability insurance cost exceeding 25% of the previous year's premium. The **CLAIMS ADMINISTRATOR** shall submit Statements on a monthly basis showing an itemized break down by claim or by consulting activity. Billings are payable upon presentation, with any unpaid item being subject to a late charge of 1-1/2% per month imposed on the next billing cycle,

V. TERM

The term of this Contract shall be for the period of May 1, 2003 and terminating at midnight, February 22, 2004. This contract may be terminated by either party for any reason upon sixty (60) days' written notice. The Contract may be renewed subject to renegotiation of terms and conditions by the parties hereto.

VI. INDEPENDENT CONTRACTOR

It is expressly agreed that the **CLAIMS ADMINISTRATOR** shall have the status of an Independent Contractor and shall not be deemed to be an officer, employee, or agent of the **CITY**.

VII. OWNERSHIP OF FILES

It is agreed that the claim files maintained in the **CLAIMS ADMINISTRATOR**'s offices are the property of the **CITY** and may be reviewed upon reasonable notice. Upon

termination of this Contract, possession of the files will be transferred to the CITY which will pay the reasonable costs of any activity associated with the transfer including, but not limited to, the cost of photocopying in whole or in part any and **all** claims files are required for the CLAIMS ADMINISTRATOR to be in compliance with any law pertaining to the maintenance of records by a licensed adjusting firm. The CLAIMS ADMINISTRATOR is authorized to destroy any claim file without notice to the CITY after seven years following the date of file closure.

VIII. MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Each party hereto agrees to indemnify, hold harmless and defend the other, its officers, agents, and employees from and against any and all claims, demands, liability, costs and expenses of whatever nature, including court costs and counsel fees arising out of injury, death, or loss to any person or persons, or loss of, or physical damage to, any property resulting in any manner from the sole negligence or willful acts of the responsible party, its agents, employees, licensees, or guests in the making or arising out of the performance of this agreement.

In the event it is determined by settlement or litigation that there is a joint liability and/or responsibility of the parties for the settlement or judgment, the parties hereto agree that the responsibility for payment of such settlement or judgment shall be borne by the parties in proportion to the share of fault as determined by the court or jury in case of a judgment, and by agreement, or arbitration in the event that agreement cannot be reached, in the case of a settlement. The parties further agree hereunder that in those cases described under this paragraph, each party shall bear its own costs and attorney fees.

IX. INSURANCE

The CLAIMS ADMINISTRATOR agrees to procure and maintain during the life of this contract and to provide evidence to the CITY that it carries General Liability, Non-Owned Automobile Liability, and En-ors & Omissions insurance in an amount not less than \$1,000,000, plus statutory Workers Compensation coverages.

X. LIMITATION OF LIABILITY

It is agreed that the CLAIMS ADMINISTRATOR will provide services utilizing good faith efforts based upon its experience in claims management and consulting. The CLAIMS ADMINISTRATOR provides no warranty, express nor implied, that its services will result in any specific outcome for any case nor any reduction in the frequency, severity, or cost of any liability claims(s) nor any incidents giving rise to claims, no matter how caused.

XI. ARBITRATION

The CITY and the CLAIMS ADMINISTRATOR agree to submit any claims arising under this Contract to binding arbitration pursuant to the current provisions of the California Code of Civil Procedure and any successor statutes.

In the event of any claim between the parties hereto arising out of the terms and conditions of this agreement, the prevailing party, whether by way of arbitration or by judicial litigation, shall be entitled to reasonable attorney's fees and costs as determined either by the arbitrator or by a court of competent jurisdiction.

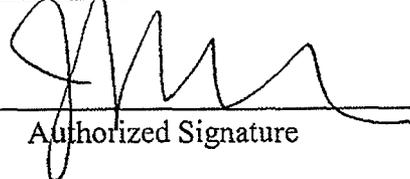
XII. RESPONSIBILITY FOR CLAIMS ADMINISTRATION FEES

It is agreed that the CITY is liable for payment for all services rendered in accord with this Contract. Should the self-insured retention, the deductible, or the annual aggregate applicable to a particular claim or policy year be exceeded, the CLAIMS ADMINISTRATOR's billings remain the responsibility of the CITY, and the CLAIMS ADMINISTRATOR is expressly authorized to continue all claims management activities which it deems to be appropriate until it receives from the CITY express written instructions to terminate any involvement in the claim or grouping of claims.

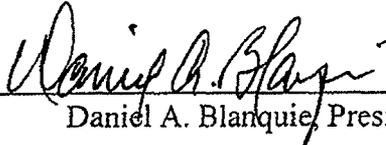
XIII. TERMINATION OF SERVICES

The responsibility of the CLAIMS ADMINISTRATOR to provide any services terminates on the date that this Contract is terminated, whether or not that date is the scheduled date provided herein or is earlier or later. Should this Contract be terminated for any reason and should the parties agree that the CLAIMS ADMINISTRATOR will continue to handle any aspect of any claims or grouping of claims, charges for services so rendered will be billed at the rates then in effect as established by the CLAIMS ADMINISTRATOR.

5 7 03
Date

CITY OF LODI
By: 
Authorized Signature

4-14-03
Date

DB CLAIMS SERVICES GROUP, INC.
By: 
Daniel A. Blaque, President

CONTRACT EXTENSION AGREEMENT

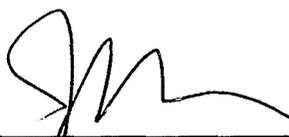
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Date: 3/22/04

By:



Joanne Narloch
Human Resources Director
City of Lodi

Date: 2/23/04

By:



Daniel A. Blanquie
President
DB Claims Services Group, Inc.

RESOLUTION NO. 2010-09

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXTEND AGREEMENT FOR GENERAL LIABILITY
CLAIMS ADJUSTING AND ADMINISTRATIVE SERVICES WITH
D.B. CLAIMS SERVICES GROUP, INC.

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and affirm the contract extension agreement between the City of Lodi and D.B. Claims Services Group, Inc. for claims adjusting and administrative services; and

BE IT FURTHER RESOLVED that the terms of the agreement will be on a month-to-month basis.

Dated: February 3, 2010

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I hereby certify that Resolution No. 2010-09 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 3, 2010, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Hitchcock, Johnson, Mounce,
and Mayor Katzakian

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk