

## **AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, (the “effective date”) by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 N.W. 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and Preferred Governmental Claims Solutions, Inc., a Florida corporation (hereafter referred to as “Contractor”), whose address is 615 Crescent Executive Court, Suite 600, Lake Mary, Florida 32746.

WHEREAS, the City desires to retain the Contractor to provide property, casualty, and workers compensation third party claims administrator services in accordance with the City’s Request for Proposal No. 2022-052, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

### **ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Request for Proposal No. 2022-052, and the Contractor’s response to the Request for Proposal, including all documentation required thereunder.

### **ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide property, casualty, and workers compensation third party claims administrator services pursuant to the specifications accompanying the City’s Request for Proposal, which are incorporated herein by reference.

### **ARTICLE 3. COMPENSATION**

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit A, according to the terms and specifications of the referenced solicitation.

### **ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444

Attn: City Manager

- ii. With a copy to: City of Delray Beach  
00 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney
- iii. As to the Contractor: Preferred Governmental Claim Solutions, Inc.  
615 Crescent Executive Court  
Suite 600  
Lake Mary, FL 32746  
Attn: John Bledsoe, Executive Vice President  
[john.bledsoe@usis-tpa.com](mailto:john.bledsoe@usis-tpa.com)

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

#### ARTICLE 5. E-VERIFY.

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

#### ARTICLE 6. CONTRACT TERM

This term of this Agreement shall remain in effect for a term of three (3) years, the Agreement may be renewed for up to two (2) additional one (1) year periods, unless terminated earlier in accordance with terms set forth in the RFP.

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

CITY OF DELRAY BEACH

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

ATTEST:

By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Lynn Gelin, City Attorney

PREFERRED GOVERNMENTAL CLAIMS  
SOLUTIONS, INC.

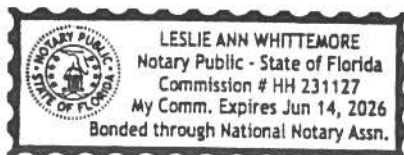
[SEAL]

By: \_\_\_\_\_  
Print Name: John Bledsoe  
Title: Exec Vice President

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of November, 2022 by John Bledsoe (name of person), as Executive VP (type of authority) for PGCS (name of party on behalf of whom instrument was executed). Preferred Governmental claim Solutions, Inc.

Personally known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



Leslie Ann Whittemore  
Notary Public - State of Florida

## EXHIBIT A

### Per Claim Rate Year 1.

1.	Flat per claim rate – W/C Lost Time	\$1,100
2.	Flat per claim rate - W/C Medical Only	\$175
3.	Flat per claim rate – Public Officials Employment	\$895
4.	Flat per claim rate - Practices & Law Enforcement	\$895
5.	Flat per claim rate - AL/GL Bodily Injury	\$775
6.	Flat per claim rate - AL/GL Property Damage	\$550
7.	Flat per claim rate - Auto Physical Damage	\$550
8.	Flat per claim rate - Property (other than CAT)	\$550
9.	Transitioning Claims from Incumbent – Year 1	\$ N/A

### Per Claim Rate Year 2.

1.	Flat per claim rate – W/C Lost Time	\$1,100
2.	Flat per claim rate - W/C Medical Only	\$175
3.	Flat per claim rate – Public Officials Employment	\$895
4.	Flat per claim rate - Practices & Law Enforcement	\$895
5.	Flat per claim rate - AL/GL Bodily Injury	\$775
6.	Flat per claim rate - AL/GL Property Damage	\$550
7.	Flat per claim rate - Auto Physical Damage	\$550
8.	Flat per claim rate - Property (other than CAT)	\$550

**EXHIBIT A**  
(Continued)

**Per Claim Rate Year 3.**

1.	Flat per claim rate – W/C Lost Time	<b>\$1,100</b>
2.	Flat per claim rate - W/C Medical Only	<b>\$175</b>
3.	Flat per claim rate – Public Officials Employment	<b>\$895</b>
4.	Flat per claim rate - Practices & Law Enforcement	<b>\$895</b>
5.	Flat per claim rate - AL/GL Bodily Injury	<b>\$775</b>
6.	Flat per claim rate - AL/GL Property Damage	<b>\$550</b>
7.	Flat per claim rate - Auto Physical Damage	<b>\$550</b>
8.	Flat per claim rate - Property (other than CAT)	<b>\$550</b>