



LICENSED AND BONDED
STATE OF NEW YORK & CONNECTICUT

CLAIMS SERVICE BUREAU OF NEW YORK INC.

21 HEMPSTEAD AVENUE P.O. BOX 805
LYNBROOK, N.Y. 11563

(516) 593-2440 FAX: (516) 593-2486
(718) 895-2400 (800) 433-9631

January 3, 2012

Hon. Ralph V. Suozzi
City Hall
9 Glen Street
Glen Cove, New York 11542

RE: Self-Insured & Casualty Program
Effective: 01/01/2012 – 12/31/12

Dear Mr. Suozzi:

Enclosed please find a copy of the contract between the City of Glen Cove and Claims Service Bureau of New York Inc. The contract period will begin January 1, 2012 and continue on an annual basis until canceled by either party.

Claims Service Bureau herewith agrees to renew our service contract with the City of Glen Cove under the same terms and conditions. Therefore by signing below both parties agree to renew the terms of the original contract beginning January 1, 2012.

Please sign below and return a copy of this letter to the undersigned.

We appreciate the opportunity to continue to be of service to City of Glen Cove.

Sincerely,

Claims Service Bureau of New York Inc.


David Hutchinson

Agreed: _____

BY: _____

EXHIBIT "A"

- Examine all incidents and accident reports received from the City relative to either personal injury or property damage.
- Provide necessary field and supervisory personnel to investigate, evaluate and adjust all claims on a 24 hour a day, 7 days a week basis.
- Provide home telephone numbers for not less than five (5) claim representatives, who will respond immediately to the scene of a serious accident before and after normal business hours.
- When a claim is made and a file created requiring the posting of a reserve, CSB shall conduct a complete investigation in accordance with the highest accepted standards of claim investigation. Said investigation shall include, but not be limited to, the following: personal or recorded statements, photographs, diagrams, police and/or motor vehicle reports; all medical reports; verification of lost time and earnings, property damage appraisals and reports; Central Index Bureau reports, and the like. Each file is to be thoroughly and reasonably prepared with all reasonable diligence.
- On matters where litigation has been commenced, CSB shall make available to the City's representing legal counsel the original copies of all investigative materials, and shall work closely with the defense attorney and help supervise the legal handling in accordance with the claims philosophy mutually agreed upon by the City to report regularly to CSB with an analysis of all pleadings, EBTs, discovery proceedings, and the like. CSB shall solicit from the City's representing legal counsel its opinion concerning ultimate probable costs and case values and transmit those opinions, together with CSB's opinion, as to the value of each case to the City with recommendations.
- Report regularly to the City concerning all investigations as developed in order that the City may keep a complete file on each open case. CSB shall also report to any requested insurance carriers, as directed by the City.
- Provide the City and any other firms or individuals (as designated by the City) computerized loss reports either monthly or quarterly, depending on the volume and as requested by the City.
- Participate as the City's advocate to all audits and any and all filings required by any relevant insurance companies.
- Provide such additional services as necessary to reasonably and appropriately provide the above services, and as reasonably requested by the City.

terminate this Agreement at any time, with or without cause, without penalty, upon thirty (30) days prior written notice mailed to the Consultant at the address specified above. In the event of said early termination, Consultant shall be entitled to payment only for services actually rendered prior to said termination, with no further obligation on behalf of the City.

3) Payment

- a) The City will pay Consultant an annual consulting fee of \$11,500, payable in monthly installments of \$958.34 commencing January 1, 2005 and ending December 31, 2005. Consultant shall submit an appropriate voucher/invoice on a monthly basis setting forth the services provided under this Agreement. City shall pay Consultant upon presentment of said voucher/invoice, or shortly thereafter. The City will additionally reimburse Consultant for any out of pocket expenses incurred in the course of Consultant's rendering the consulting services contracted for herein, provided, however, that Consultant receives prior approval of said expenses from the Mayor or the Mayor's designee.
- b) In situations where a claim is made and/or an accident report has been filed which clearly indicates that a claim should be expected, all services provided hereunder in connection therewith (including, without limitation, the creation of a file, the posting of a reserve, investigation, and the like) will be provided at a billing rate of \$55.00 per hour plus allocated and City-approved expenses.

4) Independent Contractor

It is the express understanding of the parties that this Agreement does not constitute an employer-employee arrangement. Consultant is an independent contractor and covenants that it will conduct itself consistent with said status. Consultant will neither hold itself, or any of its agents or employees, out as, or claim to be, an employee of the City by reason hereof, and shall not make any claim, demand or application to or for any right or privilege applicable to an employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement or pension membership or credit. Nothing in this Agreement shall be interpreted to result in the reduction or elimination of medical insurance coverage or medical benefits which any employee of the Consultant receives by virtue of being a retiree of the City or a pensioner of the New York State Retirement System.

5) Accountability

Consultant shall report directly to the Mayor of the City, or her designee, and shall regularly report and consult with the Mayor, or her designee, with regard to the services it renders and projects completed pursuant to this Agreement.

6) Insurance

Consultant shall, at its sole cost and expense, procure insurance for the Term of this Agreement

from companies licensed to do business in the state of New York, to protect Consultant from claims under the Workers Compensation Law, or comply with the provisions of said Law as a self insurer, and shall also procure such public liability insurance as will protect Consultant and the City from any claims for damages to property and for personal injuries, including, without limitation, death, which may arise from the services provided by Consultant or anyone directly or indirectly employed by Consultant. Said liability insurance shall have a policy limit of not less than One Million (\$1,000,000.00) Dollars per occurrence, and shall name the City of Glen Cove as an "additional insured".

All policies shall be delivered to the City with full premiums paid before the commencement of any operation under this Agreement. All policies shall be subject to the written prior approval of the City for adequacy form and protection.

7) Assignment

This Agreement is non-assignable by Consultant, except that it may assign the same to a corporation in which it is the sole officer, director and shareholder.

8) Notification and Payments to Consultant

Any notification and payments sent to the Consultant in relation to this Agreement shall be sent via regular mail to the address set forth above, or at such other address or addresses as Consultant may from time-to-time specify in a written notice so given to the City.


9) Entire Agreement


The Parties hereto acknowledge that this Contract embodies the entire understanding of the Parties, and that any modification hereto will have no effect unless in writing, and fully executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CITY OF GLEN COVE

CLAIMS SERVICE BUREAU OF
NEW YORK, INC.

By: 
Name: MARY ANN HOLZKAMP
Title: Mayor

By: 
Name: DAVID HUTCHINSON
Title: EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On this 31 day of January, in the year 2005, before me personally came MARY ANN HOLZKAMP, to me known to be the Mayor and Supervisor of the City of Glen Cove, who, being by me duly sworn, did depose and say that she resides at Glen Cove, New York; that she is the Mayor of the City of Glen Cove, the municipal corporation described in and which executed the foregoing document; that she executed said document pursuant to the resolution of the Glen Cove City Council dated January 1, 2004; and that she signed her name thereto.

Carolyn D Willson

NOTARY PUBLIC

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

CAROLYN D. WILLSON
Notary Public, State of New York
No. 30-4799803
Qualified in Nassau County
Commission Expires September 30, 2005

On this 31 day of January, in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID HUTCHINSON, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person, or entity upon behalf of which the person acted executed the instrument.

Theresa M. Bonsignore

NOTARY PUBLIC

THERESA M. BONSIGNORE
NOTARY PUBLIC, State of New York
No. 4806816
Qualified in Nassau County
Commission Expires June 30, 2006

AGREEMENT ("Agreement") effective as of the 1st day of January, 2005, made by and between the **CITY OF GLEN COVE**, a Municipal Corporation with its office located at City Hall, Glen Cove, New York 11542 (hereinafter referred to as "City"), and **CLAIMS SERVICE BUREAU OF NEW YORK, INC.**, a New York corporation with business offices located at 21 Hempstead Avenue, Lynbrook, New York 11563 (hereinafter referred to as "Consultant") (together, the "Parties").

WITNESSETH

WHEREAS, the City maintains and operates municipal offices, which provide various municipal services to the residents and businesses in the City of Glen Cove; and

WHEREAS, pursuant thereto, the City is self-insured, protecting itself from liabilities pertaining to any and all claims for damages to property and for personal injuries, including death, arising from or on City-owned property or in connection with City municipal services and operations; and

WHEREAS, from time-to-time, various incidents and accidents are reported to the City in connection with City-owned property and City municipal services and operations, which incidents and accidents may ultimately give rise to claims for damages against the City; and

WHEREAS, Consultant has expertise and experience examining incident and accident reports received by self-insured municipalities relative to either personal injury or property damage from or on municipal-owned property or in connection with municipal services and operations; and

WHEREAS, the City desires to retain the services of a consultant to examine incident and accident reports received by the City relative to either personal injury or property damage covered by its self-insured programs; and

WHEREAS, the City and Consultant desire to enter into an agreement whereby Consultant will provide said services to the City.

NOW, THEREFORE, it is agreed between the above parties as follows:

1) Scope of Services

The designated projects to be assisted and professional services to be provided by Consultant are set forth in Exhibit "A", which is annexed hereto and made a part hereof.

2) Term

The term of this Agreement shall be for one (1) year, commencing on January 1, 2005 and ending on December 31, 2005 (the "Term"). Notwithstanding the Term of this Agreement, the City may