



Legislation Text

File #: 15280, **Version:** 2

Fiscal Note

The 2009 Fire Department Operating Budget includes revenue of \$25,000 in anticipation of continuation of this contract. The proposed indemnification language has been reviewed by the City's Risk Manager. The City's risk exposure is increased by this agreement, but the exposure is covered by insurance, subject to its terms and conditions.

Title

SUBSTITUTE - Modification and extension of the contract with the Department of Commerce for the tank program.

Body

The Fire Department is currently providing professional services under contract with the State of Wisconsin Department of Commerce. This contract extension expires on June 30, 2009. The Fire Department has been notified by the Department of Commerce of another extension of the contract to provide professional services for plan review and approval of tank systems and to conduct required inspections. The term of every contract is July 1 2009 through June 30, 2010.

The Department of Commerce modification also includes notice of a contract modification due to the implementation of State Budget cuts: used oil above ground storage tanks (and fees related thereto) will be eliminated from annual tank inspections currently being performed under the contract. This modification requires the approval of the Common Council.

Contract language as to indemnification and insurance provisions does not comply with the City's standard policy for contracts. The language is contained in Section I (R) of the contract.

NOW THEREFORE BE IT RESOLVED that City approve acceptance of extension of the contract awarded by the State of Wisconsin Department of Commerce.

BE IT FURTHER RESOLVED THAT the City approve the following indemnification and insurance provisions contained in Section I (R) of the contract:

Disclaimer of Liability and Hold Harmless Provision. Neither the Department, nor any of its officers employees shall be held liable for any improper or illegal, intentional, negligent incorrect performance of the Contract by the Contractor. The Contractor further AGREES TO INDEMNIFY AND HOLD HARMLESS the Department and all of its employees from any loss, liability, costs (including court costs) and attorneys' fees, for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of services, loss of profits or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the performance and/or non-performance of the Contract by the Contractor.

BE IT STILL FURTHERE RESOLVED that the Mayor, Clerk and other designated City officials are authorized to execute the necessary documents providing for the extension of this contract as modified.