



## Legislation Text

File #: 31234, Version: 1

### Fiscal Note

Revenue and expenditures associated with this contract are accounted for in a special revenue fund (SO29); there is no impact on the levy. The City Risk Manager has reviewed the contract. The increased risk under the contract related to the indemnification and the hold harmless provisions is covered under the City's insurance, subject to its terms and conditions.

### Title

Approving a contract with the City of Madison for the Fire Department to provide regional hazardous materials team services for the State of Wisconsin, Department of Military Affairs, Division of Emergency Management.

### Body

The contract with the City for Fire Department Regional Hazardous Materials Response Team services expired on June 30, 2013. Resolution ID# 29869 approved a potential extension by the State of up to 3 months. However, the State of Wisconsin has chosen to offer a contract for 2 years. The new contract is with the State of Wisconsin, Department of Military Affairs, Division of Emergency Management. The contract period starts on July 1, 2013 and is thorough June 30, 2015. The contract funding is \$160,085.71 annually.

The contract is to subsidize some of the costs for team training, employee stipend as a certified responder and medical examinations as required for team members. Also, the City can claim reimbursement for any response costs.

Current contract language as to indemnification and insurance provisions does not comply with the City's standard policy for contracts. The language would be the same as contained in the current agreement.

The two-year contract budget is:

### 7/1/13-6/30/14

81,279.72- Premium pay-SO29-51120-722230  
5,304.00- Overtime salaries-SO29-51300-722230  
37,336.36 Benefits-SO 29-52000-722230  
1,700.63- Cell phones-SO-54201-722230  
2,100.00- Equip repairs-SO29-54401-722230  
4,000.00-Training/Travel-SO29-54640-722230  
24,951.00-Medical services -S029-54671-722230  
100.00-Other Services-SO29-54901-722230  
1,559.00-Memberships-SO29-54967-722230  
400-General equip supplies-S029-55210-722230  
855-Work supplies-SO29-55510-722230  
500-Safety equip-SO29-55270-722230  
(160,085.71)-Other state payments-SO29-73253-722230

### 7/1/14-6/30/15

83,718.11- Premium pay-SO29-51120-722230  
5,463.12- Overtime salaries-SO29-51300-722230  
38,456.45- Benefits-SO 29-52000-722230

1,645.03- Cell phones-SO-54201-722230  
645.00- Equip repairs-SO29-54401-722230  
3,707.00-Training/Travel-SO29-54640-722230  
24,951.00-Medical services -S029-54671-722230  
100.00-Other Services-SO29-54901-722230  
500.00-Memberships-SO29-54967-722230  
200.00-General equip supplies-S029-55210-722230  
500.00-Work supplies-SO29-55510-722230  
200-Safety equip-SO29-55270-722230  
(160,085.71)-Other state payments-SO29-73253-722230

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WHEREAS, the City and the Fire Department wish to continue as a Regional Hazardous Materials Response Team for the State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED, that the City approve the contract with the State of Wisconsin, Department of Military Affairs, Division of Emergency Management for the Fire Department to provide services as a regional hazardous materials team for the contract period of July 1, 2013 through June 30,2015..

BE IT FURTHER RESOLVED, that the City approve the following contract language on indemnification and insurance:

**5.4 Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

**7.7 Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

The City will indemnify the State and hold harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions or claims as stated in Exhibit A (32) of the contract.

BE IT STILL FURTHER RESOLVED, that the Council approve the annual program budgets for the Fire Department State Regional Hazardous Materials Team for the contract period July 1, 2013 through June 30, 2015.

BE FINALLY RESOLVED, that the Mayor and other necessary City officials are authorized to execute the necessary contract documents.