



## Legislation Text

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**File #:** 42860, **Version:** 1

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### **Fiscal Note**

The 2016 Fire Department Operating Budget includes revenue of \$26,700 in anticipation of this contract (MUNIS account 30251-42210, Service: Fire Prevention; Object: State Revenues). 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**

Approving the acceptance of a contract with the Wisconsin Department of Agriculture, Trade and Consumer Protection for the tank program

### **Body**

The Fire Department is currently providing professional services under contract with the State of Wisconsin Department of Commerce (now known as the Wisconsin Department of Agriculture, Trade and Consumer Protection). This contract expires on June 30, 2016. The Fire Department has been notified by the Department of Agriculture of that it has been awarded another contract to provide professional services for plan review and approval of tank systems and to conduct required inspections, as the City is currently doing. The term of the contract is July 1, 2016 through June 30, 2020. The contract amount is estimated at \$27,686 for years 1 and 2 and \$28,300 in years 3-5..

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 the contract awarded by the State of Wisconsin Department of Agriculture, Trade and Consumer Protection.

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 City. The City 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 City.

BE IT STILL FURTHER RESOLVED that the Mayor, Clerk and other designated City officials are authorized to execute the necessary documents accepting this contract.