

TAB 7



City of Palmetto Agenda Item

Meeting Date

10/4/10

Presenter: Allen Tusing

Department: Public Works

Title: Extension of Veolia Contract

Background:

On January 11, 2005, the City entered into an Agreement for various services related to waste water services. The Agreement providing for two (2) two year extensions. One extension was granted by the City in 2008. This extension ends on December 31, 2010.

Discussion:

The attached Extension provides for a two year extension which would expire on December 31, 2013. The extension is conditioned on limiting the City's liability from the original Agreement.

Budgeted Amount: \$0.00 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information:

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: I move to approve the Extension to the Agreement between Veolia Water North America Operating Services, LLC and the City of Palmetto.

Staff Contact:

Attachments:

Extension of Agreement for Operations, Maintenance and Management Services for The City of Palmetto Wastewater Facility and Lift Stations.

**Extension of Agreement for Operations, Maintenance and Management Services for The
City of Palmetto Wastewater Facility and Lift Stations**

THIS EXTENSION is made on this _____ day of October, 2010 between the City of Palmetto, Florida (hereinafter "CITY"), and Veolia Water North America Operating Services, LLC, (hereinafter "VWNAOS").

Whereas, on January 11, 2005, the CITY AND VWNAOS entered into an Agreement for Operations, Maintenance and Management Services for the City of Palmetto Wastewater Facility and Lift Stations (hereinafter "AGREEMENT"); and

Whereas, pursuant to Section 7.1 of the AGREEMENT, the AGREEMENT had an initial term of four years and could be extended for two extensions of two years in length each; and

Whereas, the CITY has already granted one extension of two years which is to end on December 31, 2010; and

Whereas, the CITY desires to renew the AGREEMENT with the amendment of a non-fee related term to comply with Florida Law.

NOW THEREFORE, the CITY and VWNAOS agree to this EXTENSION as follows:

1. The term of the AGREEMENT is hereby extended for a two year term to begin January 1, 2011 and end on December 31, 2013, subject to the Section 6.2 being amended to read as follows:

6.2 CITY hereby agrees to indemnify for claims brought against VWNAOS, but only to the extent that the claims are found to result from the negligence of the CITY, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of any third parties, independent contractors, or third party agents of the CITY. This indemnification shall not be construed as a waiver of the CITY'S sovereign immunity and shall be limited to only such traditional liabilities for which the CITY could be liable under applicable law. Any claims brought against the CITY shall comply with the procedures found in Section 768.28, Florida Statutes. The value of this indemnification is limited as provided in Section 768.28, Florida Statutes. This indemnification shall not include any attorney's fees or costs associated therewith.

2. All other terms of the AGREEMENT not in conflict with these changes will remain in full force and effect.

Both parties indicate their approval of this Agreement by their signatures below and each party warrants that all corporate or governmental action necessary to bind the parties to the terms of this Agreement has been taken.

VEOLIA WATER NORTH AMERICA
OPERATING SERVICES, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF PALMETTO, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____