

CITY COUNCIL RESOLUTION NO. 109-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT BETWEEN THE CITY OF RICHMOND AND VEOLIA WATER NORTH AMERICA FOR THE OPERATION AND MAINTENANCE OF THE MOODY UNDERPASS PUMP STATION

WHEREAS, The City of Richmond has constructed a stormwater pump station as part of the Officer Bradley A. Moody Memorial Underpass project; and

WHEREAS, the construction of the Moody Underpass Pump Station is now operational; and

WHEREAS, the City of Richmond's stormwater system operator, Veolia Water North America, has requested that the City of Richmond amend its contract to authorize its operation and maintenance of the Moody Underpass Pump Station; and

WHEREAS, the City of Richmond has entered into negotiations with Veolia Water North America concerning a comprehensive contract amendment that includes other items in addition to the operation and maintenance of the Moody Underpass Pump Station; and

WHEREAS, both the City of Richmond and Veolia Water North American agree that the negotiations to finalize the comprehensive contract amendment should not take longer than four months; and

WHEREAS, both the City of Richmond and Veolia Water North America desire to have Veolia Water North America operate and maintain the Moody Underpass Pump Station during the time that the City of Richmond and Veolia Water North America work to finalize the comprehensive contract amendment.

NOW, THEREFORE, BE IT RESOLVED that the City of Richmond hereby authorizes the utilization of Veolia Water North America to maintain and operate the Moody Underpass Pump Station.

BE IT FURTHER RESOLVED that the cost to operate and maintain the Wet Weather Storage Facility shall not exceed \$6,601 per month without prior approval by the City Council.

BE IT FURTHER RESOLVED that the duration of this authorization to utilize Veolia Water North America shall not exceed four months.

BE IT FURTHER RESOLVED that the City Manager of the City of Richmond is authorized to execute and administer the Letter of Agreement between the City of Richmond and Veolia that is attached hereto as Exhibit A.

I CERTIFY that the foregoing resolution was adopted at a regular meeting of the City Council on November 17, 2015, by the following vote:

AYES: Councilmembers Bates, Beckles, Martinez, McLaughlin, Pimplé, Vice Mayor Myrick, and Mayor Butt.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

PAMELA CHRISTIAN

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 109-15**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on November 17, 2015.

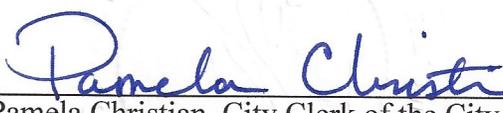

Pamela Christian
Pamela Christian, City Clerk of the City of Richmond

EXHIBIT A
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October 26, 2015

Mr. Bill Lindsay
City Manager
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

**Subject: LETTER AGREEMENT CONCERNING OPERATION OF THE MOODY
UNDERPASS PUMP STATION**

Dear Mr. Lindsay:

This letter confirms our understanding with regard to a contract modification between Veolia Water West Operating Services, Inc. (Veolia) and the City of Richmond (the City) to add Additional Services to the original WWTF Capital Improvements, Operations, Maintenance and Management Agreement dated May 15, 2002, as amended (Base Agreement), as contemplated under Article XII of the Base Agreement. A proposal on this topic was provided to you on September 28, 2015 and such proposal serves as the basis for the temporary Additional Services associated with the newly constructed Moody Underpass Pump Station (MUPS) located on Marina Bay Parkway between Regatta Blvd and Meeker Ave in Richmond California.

Veolia hereby agrees to assume temporary responsibility for the operations, maintenance and management of the MUPS as of December 1, 2015, after the projected date of Substantial Completion of the MUPS, as Additional Services under Article XII of the Base Agreement in exchange for payment of additional compensation as provided below.

1. The City will pay Veolia **\$6,601.00 per month** (1/12th of \$79,212.00) for Veolia to assume temporary operations, maintenance and management as Additional Services for the MUPS
2. The Additional Services shall be provided on a periodic month-to-month basis for a period of no more than four (4) months, subject to termination by either party upon thirty days prior written notice.

Veolia Water West Operating Services, Inc.
601 Canal Boulevard, Richmond, CA 94804 TELEPHONE: 510.412.2001 – FAX: 510.235.3354
www.veolianoorthamerica.com

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3. This Letter Agreement shall automatically terminate upon City Council approval of the Fourth Amendment permanently adding the MUPS to the Base Agreement and adjusting Veolia's compensation.
4. All third-party maintenance expenses for the MUPS will be reimbursed by the City with a 10% markup.
5. All other definitions, terms and conditions of the Base Agreement apply.
6. Your signature below will confirm the City of Richmond's agreement to the terms set forth in this letter. Your signature further confirms that this letter constitutes an administrative amendment to the Base Agreement, as amended, and binds the City.

Sincerely,

Lanita McCauley Bates
Senior Vice President
Veolia North America

Agreement of the City of Richmond

The City of Richmond hereby agrees to the terms and conditions set forth above.

City of Richmond

Dated: _____

By: _____

Bill Lindsay
City Manager

