



CITY OF SUNRISE

AGENDA ITEM REQUEST

ORIGINATING DEPARTMENT: CITY ATTORNEY'S OFFICE

ROUTING:

CITY MANAGER: DATE: _____

CITY MANAGER APPROVAL TO BEGIN PROCEDURES.

SIGNATURE: _____

PURCHASING: DATE: _____

PURCHASING APPROVAL: SIGNATURE: _____

LEGISLATIVE AIDE: DATE: _____

CITY ATTORNEY: DATE: _____

ITEM REQUEST:

A Resolution of the City of Sunrise, Florida, approving a Limited Release between the City and Camp Dresser & McKee, Inc. with regard to claims involving the Sawgrass Wastewater Treatment Plant Rehabilitation and Expansion; and providing an effective date.

FUNDING SOURCE: N/A

AMOUNT: N/A

BUDGET APPROVAL
SIGNATURE: _____

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A LIMITED RELEASE BETWEEN THE CITY AND CAMP DRESSER & MCKEE, INC. WITH REGARD TO CLAIMS INVOLVING THE SAWGRASS WASTEWATER TREATMENT PLANT REHABILITATION AND EXPANSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 1995 the City contracted with Camp Dresser & McKee, Inc. for the design of the City's Sawgrass Wastewater Treatment Plant Rehabilitation and Expansion; and

WHEREAS, a dispute has arisen as to the functionality of the Autothermal Thermophilic Aerobic Digestion (ATAD) system installed to treat sludge pumped from the facility; and

WHEREAS, Camp Dresser & McKee, Inc. has replaced certain equipment in 2002 to make the system more functional, and has now offered the City \$400,000.00 to resolve the City's claim;

WHEREAS, the parties wish to enter into a Limited Release to avoid expensive and protracted litigation to resolve this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A Limited Release between the City and Camp Dresser & McKee, Inc. with regard to claims involving the Sawgrass Wastewater Treatment Plant Rehabilitation and Expansion is hereby approved. A copy of the Limited Release

is attached hereto and made a part of this Resolution as Exhibit "A."

Section 2.The Mayor is hereby authorized to execute all necessary documents in conjunction with the Limited Release in exchange for the City's receipt of \$400,000.00.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

Mayor Roger B. Wishner

Authentication:

Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: _____
ROSEN: _____
SCUOTTO: _____
SOFIELD: _____
WISHNER: _____

Approved by the City Attorney
as to Form and Legal Sufficiency. _____
Stuart R. Michelson

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That **CITY OF SUNRISE** (hereinafter referred to as the "First Party"), for and in consideration of the sum of Four Hundred Thousand and 00/100 (\$400,000.00) Dollars or other valuable consideration, received from or on behalf of **CAMP DRESSER & McKEE INC.** (hereinafter referred to as the "Second Party"), the receipt whereof is hereby acknowledged,

(Wherever used herein the terms "First Party" and "Second Party" shall include: singular, plural, as well as all heirs, legal representatives, executors, predecessors, subsidiaries, affiliates, officers, directors, principals, partners, members, managing members, stockholders, agents, servants, employees, successors, assigns, trustees, and anyone else claiming by, through or under any of the foregoing, wherever the context so admits or requires.)

HEREBY remises, releases, acquits, satisfies, and forever discharges the said Second Party, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, costs (including attorneys fees, expert fees, and out-of-pocket expenses) judgments, pre and post-judgment interest, obligations, losses, expenses, executions, claims and demands whatsoever, in law or in equity, which said First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, whether known or unknown, latent or patent, against said Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents pertaining to the Sawgrass Wastewater Treatment Plant, City Project No. 403-6121 and the disposition of sludge generated by the City of Sunrise Wastewater Treatment Plants.

This Limited Release is specifically limited to the following:

1. Any and all claims in connection with the studies, design, engineering, construction and equipment of the Sawgrass Wastewater Treatment Plant a/k/a Sawgrass WWTP Rehabilitation and Expansion Facility, City Project No. 403-6121.
2. Any and all claims in connection with the handling, treating and disposition of sludge generated from the City of Sunrise Wastewater Treatment Plants.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of _____ 2009.

WITNESSES:

CAMP DRESSER & MCKEE, INC.

By: _____

Title: _____

____ day of _____, 2009.

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing Limited Release was acknowledged before me this _____ day of _____ 2009 by _____ who [] is personally known to me or [] has produced _____ as identification.

My Commission Expires:

Notary Public State of Florida
Print Name: _____
Commission No.: _____