

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum"), by and between the West Allis Community Improvement Foundation, Inc. (WACIF), a Wisconsin Corporation, by its Board President, and the City of West Allis, is for the provision of ~~providing~~ accounting and recordkeeping services.

### 1. ACCOUNTING AND RECORDKEEPING SERVICES.

The City of West Allis Finance Department agrees to provide certain accounting and recordkeeping services to the WACIF to assist in ensuring that records are documented accurately and prudently, and general accounting principles are followed.

### 2. WORK TO BE PERFORMED.

All services shall be provided in accordance with City of West Allis Finance Department policies and best practices, and will include, upon receipt of proper documentation: recording of financial transactions (deposits and disbursements), payment of invoices/obligations, receipt and reconciliation of monthly bank statements, and assistance with other reasonable accounting related work requested by the WACIF Board, or designee. Accounting software to be used to maintain these accounting records is Quick Books.

### 3. REPORTS.

The City agrees to provide regular financial reports and records as well as other information which WACIF may reasonably request with respect to the City's accounting and recordkeeping services under this Memorandum.

### 4. RESPONSIBILITY FOR FINANCIAL RECORDS.

The responsibility for the financial records of WACIF will remain with WACIF Board. All financial information and reporting completed will be communicated to the WACIF Board.

### 5. CONSIDERATION.

There will not be any payment or other consideration made by WACIF for the services included in this agreement. However, WACIF will pay for all direct costs associated with its records including the accounting software, which shall be purchased, in part, on a cost sharing basis, by WACIF, maintenance of a bank account, and all materials and supplies needed to transact WACIF business.

### 6. INDEMNIFICATION.

WACIF agrees to indemnify and save harmless the City, its officials, officers, employees and assigns against any and all damages, losses, costs and expenses of any type which may be incurred as a result of the accounting and recordkeeping services performed by the City on behalf of WACIF under this Memorandum; provided, however, the City retains responsibility and liability for any acts of negligence of its officials, officers, employees or assigns who were acting within the scope of their employment. WACIF also agrees to reimburse the City for any costs, expenses, charges, including attorney fees, which may be incurred by the City for legal services in the defense of any action, claim or demand whatsoever that may result from the aforesaid accounting and recordkeeping services.

### 7. EFFECTIVE DATE.

This Agreement shall become effective upon authorization by the City of West Allis Common Council, and the WACIF Board, for the services to be provided under this agreement and shall continue until terminated as herein provided.

### 8. TERMINATION.

Either party to this Memorandum may choose to terminate at any time by written notification and proper notice to the other party. Voluntary termination shall become effective sixty (60) days following the giving of written notice of termination to the other party.

IN WITNESS WHEREOF, the City and WACIF have executed this Agreement as of this 9<sup>th</sup> day of March, 2017.

**Approval of the Board President of the  
WEST ALLIS COMMUNITY IMPROVEMENT FOUNDATION, INC.**

By: *Caticia Wikenhausen*  
WACIF Board President

**Approval of the CITY OF WEST ALLIS**

Memorandum of Understanding approved on March 7, 2017, by Common Council Resolution No. 2017-0043.

*Dan Devine*  
Dan Devine, Mayor

*Rebecca Grill*  
Rebecca Grill, City Administrator

Approved as to form this 7<sup>th</sup> day of March, 2017.

*Scott Post*  
Scott Post, City Attorney