

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum"), by and between the Community Alliance Against Drugs (CAAD), a Wisconsin Corporation, by its Executive Director, the West Allis Police Department, 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 CAAD 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 CAAD Treasurer, 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 CAAD 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 CAAD will remain with CAAD. All financial information and reporting completed will be communicated to the Treasurer for transmission to the CAAD Board.

5. CONSIDERATION.

There will not be any payment or other consideration made by CAAD for the services included in this agreement. However, CAAD 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 CAAD, maintenance of a bank account, and all materials and supplies needed to transact CAAD business.

6. INDEMNIFICATION.

CAAD 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 CAAD 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. CAAD 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, the Board of Police and Fire Commission, and the CAAD 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 CAAD have executed this Agreement as of this 10 day of April, 2017.

**EXECUTIVE MEMBER OF
COMMUNITY ALLIANCE AGAINST DRUGS**

By: Edward A. Bond
CAAD Director

WEST ALLIS POLICE DEPARTMENT

By: Patrick W. Mitchell
Police Chief

Approval of the CITY OF WEST ALLIS

Memorandum of Understanding approved on March 7, 2017, by Common Council Resolution No. R-2017-0042.

Dan Devine
Dan Devine, Mayor

Rebecca Hill
Rebecca Grill, City Administrator

Approved as to form this 25 day of April, 2017.

Scott Post
Scott Post, City Attorney