

**Intergovernmental Agreement for Tax Collection Software between the
City of West Allis and The County of Milwaukee**

1. **Agreement.** This is an intergovernmental agreement for software services made pursuant to Wis. Stat. Sec. 66.0301 between the City of West Allis and Milwaukee County.
2. **City Approval.** The Common Council of the City of West Allis has approved this agreement via Common Council File No._____, adopted_____, 2013 and authorized the City Administrative Officer/Treasurer to execute the agreement on the City's behalf.
3. **County Approval.** The County Board of Milwaukee County has approved this agreement via File No._____, adopted_____, 2013, and authorized the County Executive to execute the agreement on the County's behalf.
4. **Jurisdiction.** This agreement does not alter the respective jurisdictions of the City of West Allis or the Milwaukee County Treasurer's Office.
5. **Conversion to GCS Tax Preparation and Collection Software.** The City of West Allis agrees to convert to GCS Software for the preparation, collection, and settlement of property and personal property taxes. The Milwaukee County Treasurer's Office agrees to pay for the initial conversion costs and all continuing annual maintenance costs related to the use of GCS software by the City of West Allis for the purpose of tax preparation, collection, and settlement.
6. **Term.** The Initial Term of this Agreement shall commence on November 1, 2013, and shall continue as long as the Milwaukee County Treasurer utilizes GCS as their tax collection vendor of choice or Milwaukee County ceases to pay for the annual maintenance costs. Either party may cancel this agreement upon 30 days notice of cancellation to the other party.
7. **Contacts.** The City Administrative Officer/Treasurer and County Treasurer will each designate one person who will serve as their primary contact for all purposes under this agreement.
8. **Liability.** The parties are acting herein as independent employers. The County and the City shall be solely liable for all acts undertaken by their employees, agents, and officers. If either is sued as a result of acts or omissions by the other's agents, employees or officers, the responsible party shall fully defend, indemnify, and hold harmless the other party for all costs related hereto, including the payment of reasonable attorney's fees.
9. **Sole Agreement.** This agreement is the final, complete and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this agreement, it being understood that there are no oral representations, understandings or agreements covering

the same subject matter as this agreement. This agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement of any kind. This agreement may only be amended, modified, or supplemented by a written agreement approved and signed by each of the parties.

MILWAUKEE COUNTY

Daniel Diliberti
Milwaukee County Treasurer

(Date of Execution)

For Execution
Milwaukee Corporation Counsel

(Date of Execution)

Approved as to Insurance Requirements
Risk Manager

(Date of Execution)

CITY OF WEST ALLIS

Paul M. Ziehler
City Administrative Officer/Treasurer

(Date of Execution)

Approved as to form this __ day of __, 2013.
