

AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Agreement made this 1st day of July, 2006, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

W I T N E S S E T H:

WHEREAS, Section 66.03 of the Wisconsin Statutes authorizes cities and villages to enter into inter-governmental cooperation agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law.

WHEREAS, the Village desires to have City provide certain information technology services for Village, and City is willing to provide such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Scope of Services. City shall provide information technology services to Village, as discussed in the attached document.

Section 2. Provision of Services.

A. All services shall be provided by the West Allis Information Technology Division of the City under the direction and supervision of its IT Manager. In providing such services, the IT Manager shall work under the general direction of the Village Clerk and/or Village Administrator.

B. An annual report shall be provided to the Village on services rendered.

Section 3. Compensation.

A. The Village will pay to City a monthly fee of Six Hundred Twenty-five Dollars (\$625) for the services to be provided under this Agreement. The fee is due and payable on the first of each month during the term of this Agreement and any renewal thereof.

B. The Village and City will discuss annually any renegotiation of the monthly fee for the subsequent calendar year.

Section 4. Term.

A. The term of this Agreement shall commence on July 1, 2006 and end on December 31, 2007.

B. Each party has the right to terminate this Agreement upon written notice of termination at least six (6) months prior to the termination date contained in said notice.

C. This Agreement will be automatically extended for successive annual periods by further mutual written agreement under such terms and conditions as may be mutually agreeable to both parties.

Section 5. Employment Relationship. All wage and disability payments, pensions, worker's compensation claims and medical expenses for City employees providing services under this Agreement shall be paid by City. It being understood and agreed that such employees are the employees of City and not the agents or employees of Village.

Section 6. Liability and Indemnification. Village agrees to indemnify, defend and save harmless City and its officers, directors, employees and agents from and against any and all liability for injuries or damages to persons or property as a result of this Agreement or the provision of services under this Agreement up to but not exceeding the sum of One Hundred Fifty Thousand Dollars (\$150,000) per occurrence. This indemnification applies to, but is not limited to, City's liability to Village or third parties in contract, in tort or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including defense costs and attorneys fees, except as provided in Section 5. Village shall not indemnify nor be responsible for reimbursement of expenses regarding liability and loss exceeding One Hundred Fifty Thousand Dollars (\$150,000) per occurrence.

Section 7. Amendments. Changes in this Agreement, to include any modification or addition to the services enumerated herein, shall be made only by an instrument in writing executed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective officers as of the day and year first above written.

In the Presence of:

In the Presence of:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Jeannette Bell, Mayor

Attest:

Paul M. Ziehler, City Administrative Officer,
Clerk/Treasurer

Countersigned by:

Gary Schmid,
Manager of Finance (Comptroller)

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: _____
Ronald G. Hayward, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Tim Freitag,
Village Administrator