



06/23/2017

**Jonathan Kuzma
Digital Services Supervisor
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214**

Dear Jonathan,

Thank you for your decision to join WiscNet. We look forward to your contributions to our community and our staff looks forward to working with you.

Attached is WiscNet's Membership and Network Access Memorandums of Understanding that formalizes the membership agreement between us. If you have questions, please give either our business team or Jim Young (Network Architect) a call. Please complete the documents via DocuSign. You have the options to both reassign the document to someone else for signing, as well as the option of printing and signing the document. Please do not print via your browsers print option from the document viewing page, the document will not be official unless you chose the print and sign option inside DocuSign.

To serve you, we also will need to collect information regarding your organization. Please complete and return the enclosed Member Information Form as well.

Sincerely,

WiscNet Business Team

Kameliya, Andriy, Aneta, and Heidi
And Jim Young, Network Architect

Business-office@wiscnet.net

Business Office: (608) 210-3961

jyoung@wiscnet.net

Jim Young: (608) 210-3944

Enc: Membership Memorandum of Understanding
Network Access Memorandum of Understanding



Membership Memorandum of Understanding

On approval of the WiscNet Board of Directors, this WiscNet membership memorandum of understanding is made on 06/23/2017 between WiscNet (an IRS 501 (c) (3) non-profit association with headquarters in Madison, Wisconsin) and City of West Allis (referred to as "Member").

WiscNet and Member agree as follows:

1. Upon both parties executing this membership memorandum of understanding, WiscNet will invoice Member the annual association member fee (currently \$1,500). The member fee is assessed on a July 1 to June 30 annual basis. WiscNet will annually renew Member's membership unless Member advises WiscNet at least 90 days before June 30 of the current membership year.
2. Member shall enjoy all the rights, responsibilities, and privileges of WiscNet membership, including
 - a. Full participation in the affairs and governance of WiscNet
 - b. Eligibility to participate in member working groups
 - c. Eligibility to purchase any member serviceSpecific additional memoranda of understanding between WiscNet and Member govern purchase of WiscNet services.
3. Neither WiscNet nor Member shall use the other's (or another Member's) name, trademark or trade name or refer to this understanding in connection with any product, or promotion, or in any publication except for internal or research purposes without the prior written consent of the other party. WiscNet may list Member on the WiscNet membership roll. Member shall be known as City of West Allis for these purposes.
4. No information exchanged between the parties shall be considered confidential unless it is the subject of a separate written confidential disclosure agreement.
5. This understanding may be terminated on a two-thirds vote of the WiscNet Board of Directors for any of the following reasons:
 - a. Use of the WiscNet services provided to Member for purposes not consistent with the WiscNet Acceptable Use Policy.
 - b. Failure to comply with this understanding.
 - c. Failure to pay assessed fees.

Should membership in WiscNet be terminated, the terminated Member may petition for reinstatement to the WiscNet Board Chair, who shall, in a timely



manner, present such petition to the WiscNet Board. Such terminated Member shall be reinstated upon a two-thirds vote of the Board.

6. This understanding, the WiscNet By-Laws, the WiscNet Articles of Association and the WiscNet Acceptable Use Policy constitute the sole agreement between the parties respecting the subject matter thereof; they supersede all prior agreements and understandings, whether written or oral. This understanding may be changed or terminated in writing.
7. WiscNet makes no representations or warranties, express or implied.
8. Member agrees that not WiscNet, any Member or any member of the Board of Directors shall at any time or to any extent whatsoever be liable, responsible or otherwise accountable in damages or otherwise for any loss, claim, damage or liability, of whatever kind or nature, arising in whole or in part out of any matters or activities pursuant to WiscNet membership.

Standard Terms and Conditions:

1. **Compliance:** Member represents and warrants that the use by its students, staff, customers or end users of the service shall comply with all applicable laws, ordinances, rules, regulations and restrictions, including without limitation those related to privacy, electronic communications, and anti-spam. WiscNet and Member agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this MOU that are imposed by any governmental agency, regulatory agency or authority.
2. **Indemnification:** Each party hereby releases and agrees to indemnify, defend, protect and hold harmless the other, including the other's employees, members, officers and directors, from and against, and assumes liability for:
 - any injury, loss or damage to any person, tangible property or facilities of any third person or entity (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of the other party, its officers, employees, servants, Affiliates, agents, contractors, invitees or vendors; or (ii) a default under this MOU;
 - any claims, liabilities or damages arising out of any violation of the other party of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the performance of its obligations under this MOU;
 - The parties agree to promptly provide each other with notice of any lawsuit, judicial, administrative or other dispute resolution action or proceeding or claim of which it becomes aware and which it believes may



result in an indemnification obligation hereunder (each, an "Action"), provided that the failure to provide any such notice shall not affect the indemnifying party's indemnification obligation unless the indemnifying party is actually prejudiced by the failure to receive such notice.

- o Nothing contained within this agreement is intended to be a waiver or estoppel of Member or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes sections 345.05, 893.80 or any other statutory provision. To the extent that indemnification is available and enforceable, Member or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

3. **Termination:** This MOU may be terminated by either party with 90 days advance notice in-writing to the other party. If such notice is being given to WiscNet, it shall be directed to the Chief Executive Officer of WiscNet. Either party may immediately terminate this MOU in the event the other party commits a material breach of any provision of this MOU which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination or expiration of this MOU, Customer shall have no rights to continue use of the service.

4. **Miscellaneous:** This MOU shall be governed by and construed in all respects in accordance with the laws of the State of Wisconsin. This MOU constitutes the full understanding and entire agreement between the parties and merges all prior agreements with respect to the subject matter hereof and may be amended or extended only by express, written agreement between the parties which specifically states that it is an amendment to this MOU. The persons signing on behalf of each party hereby warrant and represent that they have authority to execute this MOU on behalf of the party for whom they have signed.

DocuSigned by:

 8/1/2017

Signature of City of West Allis Representative **Date**

DocuSigned by:

 8/1/2017

Signature of WiscNet Chief Executive Officer **Date**