

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding by and between the governmental agencies comprising the Milwaukee High Intensity Drug Trafficking Area ("HIDTA"), by its Executive Director, and the City of West Allis, by its Board of Police and Fire Commissioners and the City of West Allis for purchasing and fiscal agent services.

### **1. PURCHASING SERVICES.**

The City of West Allis will provide certain purchasing and fiscal agent services for HIDTA.

### **2. PURCHASING POLICY.**

All services shall be provided in accordance with, the Board of Police and Fire Commissioners' purchasing policy, upon written or electronic requisition by the Executive Director, or his designee. Equipment and supplies shall be purchased for delivery by the vendor to HIDTA for acceptance, except as may otherwise be directed by HIDTA

### **3. PAYMENT AND REIMBURSEMENT.**

Payment for all purchases pursuant to this Memorandum shall be made by the City with reimbursement by HIDTA on a monthly basis. All reimbursements shall be made in accordance with HIDTA's normal practices and procedures upon receipt of the funding request. The payment for the equipment or supplies shall be made by the City only upon receipt of an invoice therefore from HIDTA containing a written notation or confirmation of acceptance for the equipment or supplies.

### **4. CONSIDERATION.**

In consideration of the services to be provided under this Agreement, HIDTA shall pay to the an agreed upon amount, per Attachment "1", per year together with any and all extraordinary expenses that may be incurred by the City for technical and/or legal services in connection with any purchases. Payment of this consideration shall be made on an annual basis during the existence of this Agreement in accordance with HIDTA's normal practices and procedures upon receipt of a monthly payment request submitted by the City.

### **5. INDEMNIFICATION.**

HIDTA 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 purchasing obligations performed by the City on behalf of the HIDTA 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. HIDTA 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 purchasing obligations.

### **6. EFFECTIVE DATE.**

This Agreement shall become effective upon receipt by the City of an annual Funding Award from HIDTA for the services to be provided under this agreement and shall continue until terminated as herein provided. The City's obligation under this Memorandum will not exceed the amount of the annual award as may be supplemented by HIDTA from time to time.

7. REPORTS.

The City agrees to provide such financial reports and records as HIDTA may reasonably request with respect to the City's purchasing obligations under this Memorandum.

8. TERMINATION.

Either party to this Memorandum may chose to terminate at any time or upon failure of HIDTA to make an annual Funding Award.or supplement any such Award for payment of the services to be provided hereunder. Any leases, contracts or agreements entered into by the City on behalf of HIDTA prior to termination of this Memorandum must be honored by HIDTA. Voluntary termination shall become effective one hundred eighty (180) days following the giving of written notice of termination to the other party.

IN WITNESS WHEREOF the City and Milwaukee HIDTA have executed this Agreement as of this \_\_\_\_ day of October, 2011.

BOARD OF POLICE AND FIRE COMMISSIONERS  
OF THE CITY OF WEST ALLIS

By: \_\_\_\_\_  
Joseph Kempen, President

EXECUTIVE MEMBER AGENCIES OF THE MILWAUKEE  
HIGH INTENSITY DRUG TRAFFICKING AREA

By: \_\_\_\_\_  
Edward M. Polachek, Director

APPROVAL OF THE CITY OF WEST ALLIS

Memorandum of Understanding approved this \_\_\_\_ day of October, 2011 by  
Common Council Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_

\_\_\_\_\_  
Dan Devine, Mayor

Attest:

\_\_\_\_\_  
Paul Ziehler, City Clerk/Treasurer

Approved as to form this \_\_\_\_ day  
of \_\_\_\_\_, 2011

\_\_\_\_\_  
Scott Post, City Attorney

ATTACHMENT "1"

Memorandum Of Understanding – # 4. CONSIDERATION

Consideration for Services – 5 Year Schedule

2012 - \$88,000.00

2013 - \$90,000.00

2014 - \$92,000.00

2015 - \$94,000.00

2016 - \$96,000.00