AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Agreement made this 1st day of January, 2013, 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 Seven Hundred Five Dollars ($705) 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 January 1, 2013 and end on December 31, 2013.

      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.
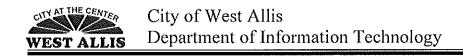
Section 6. Liability and Indemnification. Village agrees to indemnify, defend and save harmless City and its officers, directors, employees and agents from and against any and all liability for injuries or damages to persons or property as a result of this Agreement or the provision of services under 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:

_____

_____

_____

CITY OF WEST ALLIS, a municipal corporation

By:_____
    Dan Devine, Mayor

Attest:

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

Countersigned by:

_____
Mark Wyss,
Manager of Finance (Comptroller)

In the Presence of:

_____

_____

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By:_____
    Ronald G. Hayward, Village President

Attest:

_____
Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

_____
Kim Egan-Mueller, Village Administrator

West Allis/West Milwaukee Technical Support Agreement

Overview

The City of West Allis Department of Information Technology shall provide routine computer support for the Village of West Milwaukee. This work will be limited to network and computer hardware support only. Personnel at West Milwaukee will still handle application and Windows support. Technical support calls can be made to West Allis using the IT Hotline. Calls will be logged into the IT Support web site and handled by West Allis IT staff on a priority basis. Many problems will be resolved remotely without an in-person visit. A West Allis staff member will stop in weekly to ensure there are no outstanding computer issues at West Milwaukee. This agreement is assuming about 3-4 hours per week average. Some weeks may require more hours while other weeks may require less. West Allis will bill the Village of West Milwaukee a yearly fee of $8,500.00 for this service.

Scope of Work

The City of West Allis Department of Information Technology will provide technical computer support for the Village of West Milwaukee. These services will include the following:

1. Network Management. West Allis will maintain West Milwaukee computer network to the same standards as it own. This will include:
   a. Managing of Network Users. Adding, deleting of user accounts as needed. This service can be provided remotely and can be done in a daily basis.
   b. Monitoring Network performance. West Allis will employ the same tools and techniques used on West Allis own network.
   c. Managing Routers and Switches.
   d. Setup and maintain printers.
   e. Create and delete email accounts.
   f. Set up user and group security access on its file servers.

2. Servers Maintenance – West Allis will perform daily and weekly backups using its standard backup polices.
   a. West Milwaukee backup data will be stored on offsite servers located in the secure server room at West Allis City Hall.
   b. West Allis will not be responsible for ensuring valid backups but will consult with West Milwaukee personnel to ensure proper backups are being performed.
   c. West Allis will perform daily incremental backup.
   d. West Allis will perform full weekly backups.

3. Workstation Maintenance. West Allis will perform tasks needed to keep West Milwaukee workstations operating. This includes:
   a. Setting up new computers.
   b. Repairing faulty workstation hardware.
   c. Moving of equipment when requested.
   d. Software and Operating system problems will be the responsibility of West Milwaukee.

    e. West Allis will provide a base 'workstation image' for West Milwaukee. This image will include:
        i. Windows XP Pro
        ii. MS Office

All problems will be logged using West Allis intranet tracking system. Monthly reports can be issued listing West Milwaukee's technical support calls and results.

West Milwaukee Phoenix software used by its police department is currently being hosted by the West Allis Police Department and is covered under a separate agreement.

24/7 Emergency Service can be provided for critical computers such as the Police Dispatch stations at a set cost of $92.00 per hour.

Computer services not covered above will be charged at a rate of $56.00/hour.

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