

MEMORANDUM OF UNDERSTANDING

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

1. FISCAL AGENT AND PURCHASING SERVICES.

The City of West Allis Police Department 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 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 City of West Allis 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 or fiscal agent 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 HIDTA have executed this Agreement as of this ____ day of _____, 2016.

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

By: _____
Donald Nehmer, President

**EXECUTIVE MEMBER AGENCIES OF THE
MILWAUKEE HIGH INTENSITY DRUG TRAFFICKING AREA**

By: _____
HIDTA Director

Approval of the CITY OF WEST ALLIS

Memorandum of Understanding approved _____, 2016, by Common Council Resolution No. _____.

Dan Devine, Mayor

Rebecca Grill, City Administrator

Approved as to form this ____ day of _____, 2016.

Scott Post, City Attorney

Comptroller's Certificate

Countersigned this ____ day of _____, 2016, and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this contract.

Kris Moen, Interim Director of Finance/Comptroller/City Treasurer

Attachment 1

Memorandum of Understanding - #4 Consideration. Consideration for Services – 5 year schedule

2017	\$98,000
2018	\$100,000
2019	\$102,000
2020	\$104,000
2021	\$106,000