

2020-2021 AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Agreement made this 1st day of January 2020, by and between the VILLAGE OF WEST MILWAUKEE (the "Village") and the CITY OF WEST ALLIS (the "City"), both municipal corporations located in Milwaukee County, Wisconsin.

RECITALS:

WHEREAS, Section 66.0301(2) 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, for 2020-2021 the Village desires to have the City provide information technology services for the Village, and the 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.

The City Department of Information Technology shall provide routine computer support for the Village. This work will be limited to network and computer hardware support only. Personnel at the Village will handle application and Windows support. This agreement assumes an average of 3-4 hours per week.

Services are as listed below:

1. **Network Management.** The City will maintain the Village computer network to the same standards as its 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. The City will employ the same tools and techniques used on its own network.
 - c. Managing Routers, Switches, and wireless access points.
 - d. Setting up and maintaining printers.
 - e. Creating and deleting email accounts.
 - f. Setting up user and group security access on its file servers.
 - g. Filtering all Village emails through the City Barracuda Spam Filtering Appliance. This will block about 90% of all spam-related emails being sent to Village user email accounts.
 - h. Providing support for the new IP based security camera system.
2. **Servers Maintenance** – The City will perform daily and weekly backups using its standard backup polices.
 - a. The Village backup data will be stored on offsite servers located in the secure server room at West Allis City Hall. These backups are full server backups. Because of incompatibilities in the Village and the City server technology, the City cannot provide individual file backup and restores at this time.
 - b. The City will perform daily incremental backup.
 - c. The City will perform full weekly backups.
3. **Workstation Maintenance.** The City will perform tasks needed to keep the Village workstations operating. This includes:
 - a. Setting up new computers.
 - b. Repairing faulty workstation hardware.
 - c. Moving of workstations and related equipment when requested.
 - d. Consulting on a best effort basis on any Operating System or Application Software related issues.
4. **Miscellaneous.**
 - a. All problems will be logged using City tracking system or by calling the IT Hotline and are handled by City IT staff on a priority basis.
 - b. The Village Phoenix software used by its police department is currently being hosted by the West Allis Police Department and is covered under a separate agreement.
 - c. 24/7 Emergency Service can be provided for critical computers such as the Police Dispatch stations at a set cost of \$100.00 per hour. (\$150 per hour during holidays as defined by City Policy and Procedure #1412)

- d. Computer services not covered above (*including open record request compliance) will be charged at a rate of \$57.00/hour.
- e. Upon request, monthly reports can be issued listing the Village's technical support calls and results.

SECTION 2. PROVISION OF SERVICES.

- A. All services shall be provided by the City Information Technology Department under the direction and supervision of its Director of Information Technology. In providing such services, the IT Director shall work under the general direction of the Village Clerk and/or Village Administrator.
- B. Upon request an annual report may be provided by the IT Director to the Village on services rendered.

SECTION 3. COMPENSATION.

- A. The Village will pay the City a monthly fee of Seven Hundred Sixty Five Dollars (\$765) for the services to be provided under this agreement for each year of 2020 and 2021. The fee is due in monthly payments 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 biennially any renegotiation of the monthly fee for the subsequent calendar years.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on January 1, 2020 and end on December 31, 2021.
- B. Each party has the right to terminate this Agreement by providing written notice of termination to the other party by mail at least six (6) months prior to the termination date contained in said notice. Notices shall be sent to:

City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

or

Village Administrator
Village of West Milwaukee
4755 W. Beloit Road
West Milwaukee, WI 53214

- C. This Agreement may be 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.

Subject to the provisions in Section 5, to the fullest extent allowable by law, Village hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them, up to but not exceeding the amount of \$150,000 per claim/event, from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of City or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or

ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

Village shall reimburse the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

SECTION 7. VENUE.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state or federal courts located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts

SECTION 8. 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:

Janette Wardeniski

Janette Wardeniski

CITY OF WEST ALLIS, a municipal corporation

By: Dan Devine
Dan Devine, Mayor

Attest:
Rebecca Grill
Rebecca Grill, City Administrator

Countersigned by:
Peggy Steeno
Peggy Steeno, Finance Director/Comptroller/City Treasurer

In the Presence of:

Maggie N.

Maggie N.

Maggie N.

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: John Stalewski
John Stalewski, Village President

Attest:
Susan M. Schupp
Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:
Kim Egan
Kim Egan, Village Administrator