

AGREEMENT

between

THE CITY OF MILWAUKEE DEPARTMENT OF ADMINISTRATION, INFORMATION AND TECHNOLOGY MANAGEMENT DIVISION AND THE MILWAUKEE COUNTY AUTOMATED MAPPING AND LAND INFORMATION SYSTEM STEERING COMMITTEE

THIS AGREEMENT, entered into this **28th day of November, 2006**, by and between the City of Milwaukee Department of Administration, Information and Technology Management Division (hereinafter referred to as the "City"); and the Milwaukee County Automated Mapping and Land Information System Steering Committee (hereinafter referred to as the "Steering Committee").

WITNESSETH:

WHEREAS, by Resolution No. 88-379, the Milwaukee County Board of Supervisors requested the Southeastern Wisconsin Regional Planning Commission to conduct a feasibility study pertaining to an automated mapping and land information system; and

WHEREAS, the requested feasibility study was completed and documented in SEWRPC Community Assistance Planning Report No. 177, "Feasibility Study for a Milwaukee County Automated Mapping and Land Information System," published in October 1989; and

WHEREAS, by resolution adopted on November 8, 1990, the Milwaukee County Board of Supervisors, working in cooperation with the utilities concerned, created a public-private partnership to implement the proposed Milwaukee County automated mapping and land information system, including creation of a Steering Committee to provide oversight in the implementation of the system recommended in SEWRPC Community Assistance Planning Report No. 127; and

WHEREAS, the aforementioned Milwaukee County resolution adopted on November 8, 1990, further authorized the execution of a Cooperative Agreement between Milwaukee County and the public and private utilities serving Milwaukee County, whereby the County and such utilities agreed to jointly fund the development of the Milwaukee County automated mapping and land information system), such Agreement delegating to the aforementioned Steering Committee full responsibility for all policy matters relating to the conduct of the work program, including proposed contracts and specifications and the selection of contractors; and

WHEREAS, the City Enterprise Information Manager serves as a member of the aforementioned Steering Committee and the City actively participates in implementation of the MCAMLIS; and

WHEREAS, the City desires the financial support of the MCAMLIS program to maintain the cadastral maps within the City of Milwaukee to ensure conformance with selected MCAMLIS standards; and

WHEREAS, on August 26, 1999, the City, the Steering Committee, and the Commission, through an assignment, entered into an Intergovernmental Cooperation Agreement (ICA) whereby the City would provide technical services to the Steering Committee; and

WHEREAS, the Steering Committee on September 14, 2004, formally authorized the County to accept the responsibilities of Project Manager for the implementation of the recommended automated mapping and land information system;

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

I. Scope of Work

In general, the City agrees to perform all of the tasks specified herein. Other tasks to be completed by the City not covered herein will be carried out under separate agreements.

The City will provide professional and technical information technology services. This will include maintenance on cadastral maps and the street address database in the adopted Milwaukee County geodatabase format. Copies of the data will be delivered to the MCAMLIS project manager at a minimum bi-annually. This arrangement will allow data collected and housed at the City of Milwaukee to be maintained in the same format that the County of Milwaukee uses to store and retrieve the MCAMLIS cadastral data.

Should software data transfer protocols and standards be developed, the City will work with Milwaukee County staff to deliver the cadastral and street address data on a more frequent basis.

II. Timing

All services to be performed under this Agreement shall be carried out over the period beginning July 1, 2007, and ending on December 31, 2007.

III. Compensation to City

The Steering Committee shall pay to the City the following amounts for those services described above:

SERVICES PROVIDED	AMOUNT
MCAMLIS Cadastral and Street Address Database Maintenance	\$ 35,258
Total	\$ 35,258

IV. Method of Compensation

Compensation is to be provided to the Department of Administration Information and Technology Management Division (ITMD) for services performed through the County MCAMLIS Program Org. 1923. ITMD will request on a quarterly (September 30, December 31) basis reimbursement for said services provided.

If, during the course of carrying out the work elements identified herein, additional unanticipated work efforts not identified in the scope of work contained herein become necessary for successful project completion in the judgment of the City or in the judgment of the Steering Committee, then it is agreed that the City can request an amendment to the scope of work, with an attendant increase in the maximum amount payable to the City under this Agreement. Such an amendment would require the approval of both the City and the Steering Committee before becoming effective.

V. Support and Materials to be Provided by Others

It is assumed that the members of the Steering Committee, on behalf of their respective public agencies and private utilities, agree to make available without charge to the City all existing digital and hardcopy maps, documents, reports, legal records, and related materials deemed by the City to be needed to carry out its responsibilities under this Agreement. If this assumed level of cooperation does not materialize, then it is agreed that the City may, at its discretion, request payment from the Steering Committee for these costs above and beyond the total amount set forth in Section III of this Agreement.

VI. Ownership of Data

As the funds that are to be paid to the City for carrying out the herein described and required work are MCAMLIS project funds, the City agrees to share the data. The City, however, will retain sole ownership of all map files as they exist in the City digital structure. As a condition of receiving payment from MCAMLIS, the City agrees that MCAMLIS will be free to use, reproduce, modify, display, and distribute the digital map files in the MCAMLIS digital structure.

The City will retain a nonexclusive, irrevocable and perpetual license to use and distribute the digital map files to any parties it desires.

VII. Subcontracts

Although the City does not anticipate use of subcontractors, the City agrees to bring any such subcontracts to the Steering Committee for its approval prior to execution.

VIII. Indemnity

Except for acts done or taken at the direction of or pursuant to the Steering Committee policy or procedures, the City agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Steering Committee, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Worker Compensation Laws, and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the City, or it's (their) agents which, may arise out of or are connected with the activities covered by this agreement.

IX. Authorization

The Steering Committee approved the execution of this Agreement by action taken on November 28th, 2006.

IN WITNESS WHEREOF, This Agreement executed the date and year first above written.

FOR: CITY OF MILWAUKEE

FOR: MILWAUKEE COUNTY
AUTOMATED MAPPING AND LAND
INFORMATION SYSTEM STEERING
COMMITTEE

Randolf A Gschwind Date
Information and Technology Management
Division

Kurt W. Bauer, Chairman Date

WITNESSED BY:

WITNESSED BY:

Date

Date

**REVIEWED AS TO INSURANCE
REQUIREMENTS**

W. Martin Morics Date
City of Milwaukee Comptroller

Judith Litscher Date
Risk Management Coordinator

**APPROVED AS TO FORM BY
CORPORATION COUNSEL**

Bill Domina Date
Corporation Counsel

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42

Freida Webb, Director Date
Community Business Development Partners