

**INTERGOVERNMENTAL COOPERATION LICENSE AGREEMENT
BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF REGULATION
AND LICENSING
AND THE
CITY OF MILWAUKEE
RELATING TO INTEGRATED CREDENTIALING
AND ENFORCEMENT SOFTWARE**

This Intergovernmental Cooperation Agreement (Agreement) is made this ____ day of _____, 2008 between the State of Wisconsin Department of Regulation and Licensing (DRL), and the City of Milwaukee (City).

WHEREAS, The City Clerk's Licenses Division believes that DRL's Integrated Credentialing and Enforcement (ICE) software could eventually meet its needs for a licensing information system; and

WHEREAS, The purpose of this Agreement is to provide the City with DRL's ICE software; and

WHEREAS, The City, via Common Council Resolution File No. _____ adopted _____, authorized the City Clerk of the City of Milwaukee, to execute this Agreement;

WHEREAS, This Agreement is entered into pursuant to Wis. Stats. § 66.0301;

NOW, THEREFORE, in consideration for these promises and other good and valuable consideration hereinafter expressed, the parties mutually agree as follows:

I. GENERAL PROVISIONS

A. Upon execution of this Agreement, DRL will grant a non-exclusive, perpetual license to the City to access, use and benefit from the ICE code, database tables, documentation, and other information and materials necessary to use the ICE software, at no cost to the City.

B. The ICE code, database tables, documentation, and other information and materials necessary to use the ICE software shall be provided to the City in a format

agreed upon by DRL and the City's Information and Technology Management Division (ITMD).

C. DRL makes no warranties regarding the ICE software, code, database tables, documentation, and other information or materials necessary to use the ICE software, including functionality, reliability, or purpose, and the City agrees that it accepts the ICE software AS IS.

D. Both parties, upon their respective implementation of the ICE software, will share with each other, on at least a monthly basis, enhancements, information, and "bug fixes."

1. On at least a monthly basis, the parties shall transmit to each other information or modifications, additions, and deletions each made to its ICE software applications.
2. Upon request, each party shall provide the other with relevant codes, tables, and documentation relative to the enhancements described in paragraph I.C.1., above.

E. Each party shall designate a representative as contact person for purposes of this Agreement.

F. The DRL, upon reasonable request of the City, will provide training to the City for the installation and setup of the software, and for use by end users.

G. CONFLICT OF INTEREST

1. Interest in Contract. No officer, employee or agent of either party who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
2. Interest of Other Local Public Officials. No official of either party, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

H. Both parties warrant that they are equal opportunity employers and fully support the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and the Wisconsin Fair Employment Act, subchapter II, Chapter 111 of the Wisconsin Statutes, and that they are in compliance with such Act and all applicable legally mandated Affirmative Action Programs.

I. This Agreement sets forth all the covenants, provisions, agreements, conditions, or understandings between the parties, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than set forth herein.

J. The City agrees to hold harmless and to indemnify the State of Wisconsin with respect to any liability arising solely from the City's use of the ICE software.

K. DRL, as a department of the State of Wisconsin, is protected by Wis. Stat. § 895.46(1). This coverage protects the DRL, its officers and staff, from and against any

and all claims, damages, liabilities, costs and expenses (including legal fees) arising out of any acts or omissions considered within the scope of its employment and operations. DRL and the City will notify each other promptly of any legal claim or action arising in connection with performance under this Agreement. The City shall refer to DRL any claims it receives alleging that the City's use of the ICE software infringes on any United States copyright, patent, trademark, trade secret, or other proprietary right (excluding any such infringement caused by the City through its own additions, changes, or modification to the ICE software), and DRL shall hold harmless and defend the City as to such claims, provided that the City promptly and without delay notifies the Secretary of DRL in writing of any such claim.

II.

A. Duration and Termination.

This Agreement shall remain in effect until either party discontinues use of the ICE software, or for nonperformance of this Agreement.

B. This Agreement may be amended at any time in writing upon mutual agreement of the parties.

III.

NOTICES

Notes and other correspondence concerning this Agreement shall be sent to:

For the City:

City Clerk, License Division
200 East Wells Street, Room 105
Milwaukee, WI 53202

For DRL:

In witness whereof, the parties hereto have executed this Agreement.

For the CITY OF MILWAUKEE

Ronald D. Leonhardt, City Clerk

Date: _____

For the DEPARTMENT OF
REGULATION AND LICENSING

Date: _____

Countersigned

W. Martin Morics, City Comptroller

Date: _____

Approved as to form and execution

City Attorney

4/07/08
130726/1033-2008-646