

INTERGOVERNMENTAL COOPERATION AND LICENSE  
AGREEMENT BETWEEN MILWAUKEE COUNTY AND THE  
CITY OF MILWAUKEE FOR SHARED INFORMATION  
TECHNOLOGY SERVICES AND SPACE

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, pursuant to sec. 66.0301, Stats., between the County of Milwaukee, a municipal body corporate (hereinafter referred to as "County") and the City of Milwaukee, a municipal corporation within the County of Milwaukee, State of Wisconsin (hereinafter referred to as "City").

Witnesseth:

Whereas, The City and County wish to provide information technology services more efficiently; and

Whereas, The City and the County provide many of the same information technology functions within their respective organizations; and

Whereas, The County requires new office space for its Information Management Services Division; and

Whereas, Equipment downsizing over the past decade has situated the City with extra space in its secured data center facility rooms in the Information and Technology Management Division located at 809 North Broadway (hereinafter referred to as the "City Facility"); and

Whereas, The City and County could share the excess space at the City Facility and could share equipment without adversely impacting the operations of either organization; and

Whereas, Both the City and the County can share expertise in their unique areas of Information and Technology Service delivery; and

Whereas, The County Board has approved this Agreement via Board Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_; and

Whereas, The City's Common Council has approved this Agreement via Common Council Resolution File No. \_\_\_\_\_ adopted \_\_\_\_\_;

Now, Therefore, In consideration of the premises and for the other good and valuable consideration hereinafter expressed, the parties agree as follows:

1.

Licensed Space

During the term of this Agreement, the City licenses and makes available to the County the space in the City Facility described on Exhibit A for the purpose of placement and operation of certain information technology equipment as described on Exhibit B. The County's use of such space is subject to the management and control of the City, acting through its Chief Information Officer.

2.

County Consideration for Licensed Space

In partial consideration for the licensing of the space described on Exhibit A, the County shall make available the equipment listed on Exhibit C for the joint use of the City and County. The agreed upon value to the City of its use of the equipment provided by the County is \$65,000 (approximately one-half of the value of the equipment).

This agreed upon value and any mutually agreed upon value for additional equipment and/or technical services subsequently contributed by the County shall be applied against the annual license fee due and owing to the City for the space

described on Exhibit A. If the agreed upon value exceeds the amount of the annual license fee then due and owing, the difference between that value and the annual license fee shall be carried forward to the next year and applied against the license fee due and owing in that year.

3.

License Fee

The annual license fee due (or offset as provided in Section 2 above) from the County for the licensed space is \$22,632.00 for 2006 plus a one-time additional \$4,000 fee for 2006 attributable to the City's equipment relocation cost. The license fee shall be due, or deducted from the equipment/services balance referenced in section 2 above, on or before January 15<sup>th</sup> of each year. After 2006, the City Comptroller shall annually establish the license fee due or offset by November 15<sup>th</sup> of each proceeding year and shall notify the County of such new fee as soon as practicable thereafter, provided that the rate of increase shall not exceed the rate of increase applied against any other non-City lessee of City space and shall not in any event exceed a one and one-half percent increase over the preceding year. The annual license fee may also be increased by the mutually agreed to value of additional equipment and/or technical service contributed by the City.

4.

Access

The parties agree that reliable, efficient operation of the information technology infrastructure is a mutual objective.

The County will be responsible for and maintain appropriate security measures

for all County Equipment, as described on Exhibit D, and facilities included in the Agreement.

The City will be responsible for and maintain appropriate security measures for all City Equipment and facilities, as described on Exhibit E, included in the Agreement.

5.

Equipment

The County shall be responsible for the maintenance and support of all County Equipment.

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Where advantageous to both the City and County, Equipment can be shared amongst both parties. In these situations, either the City or County will be identified as the primary support entity, and the other will be the backup support entity.

6.

City's Responsibility

The City agrees to designate an official as a contact person for policy issues, a staff member as a contact person for technical issues, and a staff member as a contact person for application issues.

The City shall be responsible for acquiring, installing, maintaining, and operating City Equipment according to the terms of this Agreement.

The City shall be responsible for operating system and support software licensing and compliance for all City Equipment.

The City shall be responsible for support of all applications software installed on its information technology infrastructure.

7.

County's Responsibility

The County agrees to designate an official as a contact person for policy issues, a staff member as a contact person for technical issues, and a staff member as a contact person for application issues.

The County shall be responsible for acquiring, installing, maintaining, and operating County Equipment according to the terms of this Agreement.

The County shall be responsible for operating system and support software licensing and compliance for all its Equipment.

The County shall be responsible for support of all applications software installed on its information technology infrastructure.

8.

Limitations

Nothing in this Agreement shall prevent the City or County from establishing agreements with other organizations or municipalities for similar services.

9.

Term and Termination

This Agreement shall be for a period of five years.

By mutual consent, the parties shall automatically extend the Agreement for five years subject to the same terms and conditions as contained in the original body of the Agreement or as may be negotiated at the time of renewal.

Either party's right to terminate this Agreement shall be only for-cause if either

party fails to fulfill its obligations under the terms of the Agreement. Either shall give written notice of intent to terminate the Agreement for-cause at least 180 days prior to the effective date of termination during which the alleged breach may be cured.

10.

Liability

The City and County hereby indemnify and shall defend and hold the other harmless to include each party's respective employees, agents, or authorized representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages (except for consequential damages), liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of the injury or death of either party's employees, agents, or authorized representatives whether arising before or after completion of the agreement hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of either party or of its agents or anyone acting under their direction or control or on their behalf in connection with or incidental to the performance of this Agreement.

The County and the City hereby waive all right of recovery against each other by way of subrogation for any insured or self-funded loss by fire, extended coverage, basic, broad form, special perils or other property coverage existing for the County or the City with respect to this Agreement. This Agreement shall also apply to property insurers, and if required a copy of this Agreement shall be given the insurers and said waiver obtained.

11.

Disputes

Both parties shall attempt to resolve disputes informally as they arise. In the event that informal dispute resolution is unsuccessful, either party may bring the dispute before a third party mediator for consideration and final resolution. Nothing in this dispute resolution process shall preclude either party from pursuing remedies available under the law.

12.

Notices

Notices to the County provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to Milwaukee County, Department of Administrative Services, Information Management Services Division, 901 N. 9<sup>th</sup> St., Room 308, Milwaukee, Wisconsin, 53233, Attn: Chief Information Officer. Notices to the City shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to: City of Milwaukee, DOA Information & Technology Management Division, 809 N. Broadway, Suite 400, Milwaukee, Wisconsin, 53202, Attn: Chief Information Officer.

In Witness Whereof, The parties have executed this Agreement on the day and year first above written.

IN THE PRESENCE OF:

CITY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_



City Clerk

COUNTERSIGNED:

\_\_\_\_\_

\_\_\_\_\_  
Comptroller

IN THE PRESENCE OF:

COUNTY OF MILWAUKEE

\_\_\_\_\_

\_\_\_\_\_  
Scott Walker, County Executive    Date

Approved as to content this  
\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved:

\_\_\_\_\_  
Deputy City Attorney  
Date

\_\_\_\_\_  
Corporation Counsel

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2005.

Approved:

\_\_\_\_\_  
Deputy City Attorney  
Date

\_\_\_\_\_  
Risk Manager

1052-2005-1906:95328