

**INTER-MUNICIPAL AGREEMENT
BETWEEN THE CITY OF WAUKESHA & WAUKESHA COUNTY
REGARDING US DIGITAL DESIGN STATION ALERTING**

WHEREAS, the City of Waukesha (the “City”) operates a public answering point (PSAP) for emergency dispatch service for the City of Waukesha, and

WHEREAS, Waukesha County (the “County”) operates a public answering point (PSAP) for emergency dispatch service for agencies providing service in their Fire and EMS districts in Waukesha County, and

WHEREAS, both the City and County believe that the operation of their facilities is necessary to provide for the safety, security, and well-being of their respective citizens, and

WHEREAS, the City has procured a Fire Station Alerting System from US Digital Design, (the “USDD”) and has agreed to host this equipment at its data facilities, further the City has agreed to provide the County access to the USDD system.

THEREFORE, in consideration of the mutual promises made herein, the County and the City agree as follows:

1. The City shall host and maintain the USDD Fire Station Alerting System and related equipment (the “USDD System”) at its data facility and provide the County with access to and use of the USDD System during the term of this Agreement.
2. The County agrees to pay the City 50% of the annual operations and maintenance fees attributed to the USDD System costs, as set forth in Exhibit “A”. The City shall invoice the County after receipt of the USDD invoice for annual operation and maintenance fees, and payment by the County shall be due 30 days after the date of the City invoice.
3. The USDD System shall remain the sole property of the City. This Agreement grants only a right of access and use, and not any ownership interest.
4. The County agrees to collaborate with the City to investigate possible implementation of USDD’s federated server architecture that would provide a high-availability system model accessible to both the City and the County.
5. This Agreement shall commence on the latest date this Agreement is executed by the parties (the “Commencement Date”) and shall terminate on the fifth anniversary of the Commencement Date unless terminated by either party upon 60 days advance written notice.
6. Each party shall indemnify, defend, save and hold harmless the other party, its officers, employees, agents and representatives from any liability (including statutory liability and liability under worker’s compensation or other occupational disease law), claim action, loss,

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cost damage, injury (including death), or expense, including attorney fees, due to the negligence or other fault of its officers, employees, agents and representatives, arising out of or resulting from the implementation of this Agreement by the representative parties. The parties shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

Notwithstanding the foregoing, nothing in this Paragraph 6 or elsewhere in this Agreement shall be construed as a waiver of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to the parties under Wis. Stat. § 893.80 or any other applicable statute or law.

7. Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by registered or certified mail

Upon the County at:

Waukesha County Executive's Office
515 W Moreland Rd.
Waukesha, WI. 53188

With Copy to
Waukesha County Department of
Emergency Preparedness
Attn: Director
1621 Wood burn Rd.
Waukesha, WI 53188

And upon the City at:

City Administrator
201 Delafield St Ste 203
Waukesha WI 53188
With Copy to

Chief of Fire Department
130 W St Paul Ave
Waukesha WI 53188

8. There shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing signed by both parties.
9. No waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breach. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
10. There shall be no modification to this Agreement, except in writing, signed by both parties.

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11. The entire agreement of the parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and the County relating to the subject matter hereof.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
13. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
14. This Agreement is entered into between the parties pursuant to the authority granted by Wis. Stat. § 66.0301.

Both parties hereto having read and understood the entirety of this Agreement affix their duly authorized signatures.

CITY OF WAUKESHA

**WAUKESHA COUNTY DEPARTMENT OF
EMERGENCY PREPAREDNESS**

Date: _____

Date: _____

By: _____
Shawn N. Reilly, Mayor

Gary A. Bell
Director of Emergency Preparedness

Gina L. Kozlik, City Clerk-Treasurer