

2023 – 2026 PURCHASE AGREEMENT FOR SALT, CALCIUM CHLORIDE, AND FUEL PURCHASES

This Agreement made this 1st day of October 2023 through December 31, 2026, by and between the VILLAGE OF WEST MILWAUKEE ("Village") and the CITY OF WEST ALLIS ("City"), both municipal corporations located in Milwaukee County, Wisconsin.

RECITALS:

WHEREAS, Section 66.0301 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 2023 - 2026, the Village desires to purchase road salt, calcium chloride and fuel from the City of West Allis, and the City of West Allis is willing to provide such items upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

SECTION 1. SCOPE OF SERVICES.

City shall make available quantities of salt, calcium chloride, and fuel to be purchased by the Village of West Milwaukee for the term of this agreement, as supplies are made available. The items to be provided shall consist of the following services:

- A. The City shall provide an operator and front-end loader, time permitting, to load requested salt amount into designated equipment for the Village of West Milwaukee.
- B. As supplies are made available, the City will provide road salt, calcium chloride, unleaded gasoline and diesel fuel during the duration of this contract.

SECTION 2. PROVISION OF SERVICES

- A. All products shall be provided by the City of West Allis Department of Public Works under the direction and supervision of its Director.
- B. The City shall submit monthly invoices to the Village noting all charges and fees.
- C. The City shall have the right to refuse all products in the event of shortages that would prevent the City from performing its own obligations and duties. Such refusal shall be communicated directly between the Director and Village Administrator and/or designee.

SECTION 3. COMPENSATION.

- A. Salt: City's current annual purchase price per ton with 5% increase added to quantity issued. A \$3.00 per ton storage fee will be applied for the salt amounts issued to the Village for storage within the City's storage dome.
- B. Calcium chloride: City's current purchase price per gallon with additional \$1.00 per gallon fee added to quantity issued.
- C. Fuel: Unleaded gasoline and diesel. City's current purchase price per gallon with 5% increase added to quantity issued.

SECTION 4. TERM.

- A. The term of this Agreement shall commence on October 1, 2023 and end on December 31, 2026.
- B. Each party has the right to terminate this Agreement by 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. LIABILITY AND INDEMNIFICATION.

To the fullest extent allowable by law, Village hereby indemnifies and shall defend and hold harmless the City of West Allis, 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 event/claim, 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 of West Allis, 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 of West Allis, 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 6. 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 7. 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:

CITY OF WEST ALLIS, a municipal corporation

By: _____
Dan Devine, Mayor

Attest:

Rebecca Grill, City Administrator/City Clerk

Countersigned by:

Jason Kaczmarek, Finance Director/Comptroller

Kail Decker, City Attorney

In the Presence of:

VILLAGE OF WEST MILWAUKEE, a municipal corporation

By: _____
John Stalewski, Village President

Attest:

Susan M. Schupp, Village Clerk/Treasurer

Countersigned by:

Kim Egan, Village Administrator