

City of Wauwatosa

BRINE SOLUTION ACQUISITION MEMORANDUM of UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Wauwatosa and the City of West Allis to provide an agreement for the acquisition of brine solution by the City of West Allis.

This Memorandum of Understanding will be administered by the City of Wauwatosa.

1. Purpose. The purpose of this agreement is to establish a collaborative agreement between the City of Wauwatosa and City of West Allis for the acquisition of brine solution from the City of Wauwatosa.

2. Goals and objectives

- To supply brine solution to the City of West Allis to enhance winter roadway maintenance operations.
- To improve efficiency, reduce costs and lessen environmental impact of winter roadway maintenance by a decrease in salt use and improved services.
- To demonstrate the ability of the City of Wauwatosa and the City of West Allis to collaborate in an effort to more effectively use existing resources.

3. Program Planning and Management

- The City of Wauwatosa will supply brine solution to the City of West Allis, and shall record and report to the City of West Allis all brine solution they received on or about May 1st.
- The City of Wauwatosa in conjunction with the City of West Allis shall properly train employees on the proper procedures to acquire brine solution at the City of Wauwatosa's DPW Walnut road facility. Only employees who have received training will be allowed to obtain brine solution.
- The City of Wauwatosa shall provide City of West Allis with an invoice for brine solution acquired on May 1st annually.

4. Rates and billing

- The City of Wauwatosa will charge the current rate charge of \$0.20 cents per gallon for brine solution.
- Any changes to these rates will be discussed and agreed upon preceding implementation.
- The charges will be reviewed, reported and invoiced annually on or about May 1st.

5. Termination

- Either party may terminate this agreement by providing written notice of their desire to cancel, to the other party. Upon termination any outstanding charges, provided they are not in dispute, will be remitted to that party as agreed.

6. Statement of Commitment

The City of Wauwatosa and the City of West Allis understand the critical nature and spirit of this memorandum and realize this document is not designed to cover all situations that may occur. The City of Wauwatosa recognizes the critical nature and importance of the mission of the City of West Allis and agrees to work diligently to assure that services are not compromised. The City of West Allis recognizes the importance of the supply of brine from the City and agrees to fully support the City of Wauwatosa in every reasonable way to accomplish their mission.

City of Wauwatosa

City of West Allis

(Date)

(Date)

City of Wauwatosa

Kathleen Ehley, Mayor

Carla Ledesma, City Clerk

Approved as to form and execution:

Alan R. Kesner, City Attorney