

INTERLOCAL SERVICES AGREEMENTS

MAINTENANCE

SCOPE OF SERVICES

***Service Public
Rights-of-Way***

The Provider shall furnish public works services within the public rights-of-way of the Recipient.

Schedule

Services shall be furnished as requested by the Recipient in accordance with a schedule to be mutually agreed upon, with the exception of snow and ice control.

***Right To Reject
Projects***

The Provider reserves the right to accept or refuse to do road maintenance projects based upon ability to perform or conflict of scheduling.

Services

Public works services shall include:

- beach cleaning;
- brush grinding;
- bulk refuse pickup and disposal;
- debris removal from storm drain lines and catch basins;
- fabrication of signs;
- leaf removal;
- opening blocked storm and sanitary sewer lines;
- recycling;
- removal and disposal of septic materials vacuumed from the sewer lines;
- removal and painting of center and edge lines
- slurry seal;
- snow removal;
- street cleaning;
- traffic signal repair; and,
- street repairs (pot holes, crack filling, rut filling, minor paving repairs) not exceeding an agreed upon amount of patch.

***Services Upon
Request***

If requested by the Recipient, the Provider, at its discretion, will assist the Recipient in the following road programs on the Recipient's streets:

- furnish material and supplies for the maintenance of roads including:
 - major drainage and culvert construction
 - materials and supplies
 - overlay programs
 - slurry seal programs

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- mowing and sweeping
- painting traffic lines
- repair of traffic signals
- snow plowing
- training on heavy or specialized equipment

Supplies

Upon written request from the Recipient, materials and supplies will be issued from the Provider yard for the maintenance and repair of the Recipient's roads.

Minimal Traffic Disruption

Public works services shall be provided with minimum disrupting or halting vehicular traffic in the Recipient.

EMERGENCIES

Notification

The Provider agrees that whenever notification is received, after normal working hours, that an emergency situation exists on a Recipient road, the Provider forces will be dispatched promptly to handle the situation.

Definition

Emergency situations include:

- branch and small tree removal;
- minor flooding;
- placement of barrels - barricades - lights when warning is needed;
- road sweeping;
- roadway accidents;
- salting and sanding, and,
- snow plowing.

SNOW REMOVAL

Schedule and Conditions

The Provider shall commence snow plowing in the Recipient in accordance with the same criteria as it uses for its own streets, i.e., snow plowing shall commence when snow reaches a depth of [insert depth of snow] inches upon the ground, or sooner if potentially dangerous conditions exist, both circumstances as determined by the Provider Police. Work will proceed continuously until all streets within the Recipient are plowed.

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Storage of Salt and Sand

The Provider shall designate a suitable area for the storage of salt and sand.

Purchase of Salt and Sand

The Recipient shall purchase and have delivered to the designated storage area an initial supply of salt and sand. The Recipient shall periodically purchase and have delivered to the designated storage area additional salt and sand as required.

Cinders

The Provider will purchase cinders if required.

EQUIPMENT

Purchase

The Provider agrees to purchase any and all necessary vehicles and equipment.

Maintenance

The vehicles and equipment shall be properly maintained by the Provider.

Backup

The Recipient shall provide a backup truck with operator to perform the services in case of a major breakdown of the Provider's equipment.

FEES

Specified Fee

The Recipient will pay the Provider at a specified fee for manpower and equipment as set forth on the attached schedule.

Scheduled Increase

There will be a specified increase of [insert number] percent in the fees for each year of the contract.

Funds Available

The Recipient represents that adequate funding is available.

Per Diem Rate

Where daily rates are indicated, the Provider will charge a minimum of one day's rate per service request and prorate to the nearest hour any task requiring more than one day (six hours).

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Payment Up-Front

The Recipient shall pay to the Provider a sum which is the approximate amount of the anticipated expenditures by the Recipient for the maintenance and repair of the Recipient's roads through the Provider's assistance. This sum shall be deposited with the Provider prior to the performance of any work or issuance of any materials or supplies by the Provider. No expenditure in excess of this amount shall be permitted unless and until an amendment is executed.

Fees For Disposal of Recyclables

All fees for disposal of recyclables and bulk refuse are to be borne by the Recipient and billed directly thereto.

PERSONNEL

Staff

The Provider shall be solely responsible for hiring, maintaining and paying personnel.

Standards Of Performance

All the Provider's personnel shall behave courteously to all of the Recipient's residents and obey all laws and ordinances as long as the ordinances do not unreasonably interfere with the services to be performed by the Provider.

Report Problems

The Recipient shall notify the Provider of incidents of repeated use of loud, abusive, indecent or profane language, and traffic violations arising out of the performance of services.

INSURANCE

Provide Insurance

The Provider is to furnish all necessary insurance and to name the Recipient as the name insured.

Indemnify Recipient

The Provider is to indemnify and hold harmless the Recipient.

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REPORTS

*Quarterly And
Annual*

The Provider is to furnish quarterly and annual reports to the Recipient.