



WAUPACA COUNTY HIGHWAY DEPARTMENT

2670 County Road A, Waupaca, Wisconsin 54981

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November 3, 2022

Mr. Lynn Jepson, Chair
TOWN OF LARRABEE
E8645 Swamp Road
Clintonville, WI 54929

Subject: Service Agreement

Dear Mr. Jepson:

We appreciate that the Town of Larrabee has been an excellent supporter of the Waupaca County Highway Department.

Your current three-year service agreement will expire on December 31, 2022. Enclosed is a signed copy of the renewed three-year (2023-2025) Service Agreement between the Town of Larrabee and the Waupaca County Highway Department that was approved by our Highway Committee at their November 3rd meeting.

We hope to continue the great working relationship. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

WAUPACA COUNTY HIGHWAY COMMISSION

Casey Beyersdorf
Highway Commissioner

Encl.

SERVICE AGREEMENT

Whereas, the Town of Larrabee desires to utilize the Waupaca County Highway Department for certain services for a three (3) year (2023, 2024 and 2025) period; and

Whereas, Waupaca County, through the Waupaca County Highway Department, desires to contract to provide services.

Whereas, each party agrees that the Service Agreement is an essential tool for each entity's long range planning goals, including staffing, capital asset management, and preservation of the road infrastructure. Each party further agrees that in year two of this Service Agreement, the County will request commitment from the municipality regarding continuation of the service agreement into another three-year term. The County requires this commitment because heavy equipment delivery from the vendor occurs one year after the County makes the purchase.

Whereas, each party agrees that collaboration in the Service Agreement process meets the shared goal of stewardship of the County's and municipality's resources.

The two parties agree as follows:

1. This Agreement shall be for a three (3) year period commencing the 1st day of January, 2023.
2. Waupaca County will provide service for 51.17 miles of highway/roadway located within the Town of Larrabee.
3. Service work shall include all winter maintenance and similar work needed during the calendar year.
4. The above named local unit of government will pay for all service work on a "time and material" basis in accordance with the labor rates, material costs, and machinery rental rates as established by the Highway Committee unless otherwise authorized by the Highway Committee through the Highway Commissioner.
5. In exchange for the Highway Department performing the requisite service work, the local unit of government agrees that it will utilize County Highway Department for services in a minimum total amount of \$ 56,287.00 per year or a total of \$168,861.00 for the three (3) year period. This minimum equals \$1,100.00 for each mile of road in the local unit of government's jurisdiction. Although the minimum expenditure will include winter maintenance costs incurred by the municipality, it is anticipated that the minimum expenditure will also include costs attributed to general maintenance and service activities described below during the balance of the calendar year.

6. All invoices will include an administrative fee. This fee will not be included in the minimum total amount described in #5 and per statute would not exceed the then existing state administrative rate.
7. All unpaid account balances over 60 calendar days from the date of statement will receive a 1% finance charge.
8. Highway services that may be applied against the minimum spending requirements for time and materials include:

GENERAL MAINTENANCE ACTIVITIES

Surface Maintenance
Shoulder Maintenance
Vegetation Maintenance and Control
Maintenance of Safety Appurtenances (Guard and Security Fencing, Bridge Railings, and Attenuators)
Maintenance of Drainage Facilities (Culverts, Ditches, and Catch Basins)
Marking and Signing

WINTER MAINTENANCE ACTIVITIES

Plowing Snow
Spreading Salt, Sand, or Sand/Salt Mix
Erecting and Removing Snow Fence

MISCELLANEOUS ACTIVITIES

Crack Filling
Seal Coating
Grading
Paving
Bridge Inspections and Repairs
Equipment Repairs
Engineering
Litter Pickup
Traffic Control

9. A local unit of government may carry over unused minimum expenditure to the following calendar year for an anticipated major project by agreement of the Highway Committee. Only one year of carryover will be permitted
10. This Agreement does not replace the local unit of government's ultimate responsibility to maintain its roads.
11. Each party agrees not to discriminate against any employee or applicant for employment or any applicant for services because of age, race, religion, color, sex, handicap, physical condition, developmental disability, sexual orientation, or national origin.

12. The Town of Larrabee shall at all times during the term of this agreement to release, indemnify, defend, and hold harmless Waupaca County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Town of Larrabee's officers, officials, employees, agents or assigns. This provision shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the negligent acts or omissions of Waupaca County, its officials, officers, employees and agents.

Waupaca County does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

13. This Agreement constitutes a service agreement and does not create or imply an employer/employee relationship.

By signing below each party states that she/he understands the Agreement, is authorized to enter into the Agreement on behalf of his or her representative party, and agrees to be bound by its terms.

TOWN OF LARRABEE

CHAIR *Sybil E. Jesson Lu* DATE 10-12-2022

CLERK *Sharon J. Penzel* DATE 10-12-2022

WAUPACA COUNTY HIGHWAY COMMITTEE

Joe McClone

JOE MCCLONE
HIGHWAY COMMITTEE CHAIR

DATE 11-3-2022