

MAINTENANCE AGREEMENT

This contract is made and entered into this _____ day of _____, 2014, by and between the City of Waterloo, Iowa (hereinafter referred to as "Waterloo"), and the City of Evansdale, Iowa (hereinafter referred to as "Evansdale").

WHEREAS, Evansdale has previously entered into a Maintenance Agreement with Waterloo for the maintenance of traffic signals located at Dubuque Road and Evans Road; and traffic signals and additional six (6) street lights at Evansdale Drive and Doris Drive; and

WHEREAS, Waterloo is willing to maintain the above-mentioned traffic signals.

NOW, THEREFORE, the parties agree as follows:

1. By agreement of the parties, the Contract between Waterloo and Evansdale dated in 2007 is hereby null and void.

2. This Contract shall take effect on the 1st day of January, 2015, and shall be in full force and effect until the 30th day of June, 2016. It shall continue from year to year thereafter unless and until either party notifies the other party in writing of its intent to modify or cancel this Agreement. This Agreement shall then automatically terminate sixty (60) days after receipt of said notice by the party notified.

3. Waterloo agrees to perform routine monthly inspection of the above-mentioned traffic signals. This monthly inspection includes inspection of signal head damage, structural damage, and movement of mast arms. Replacement of burned out lamps during normal working hours will be included in the monthly service fee.

4. Evansdale agrees to pay Waterloo a service fee of One Hundred Five Dollars (\$105.00) for each monthly inspection, which shall be billed and payable quarterly.

5. Non-routine maintenance will be charged according to the rate schedule for the use of personnel and equipment as set out below:

HyRanger trucks (big) (bucket truck)	\$125.00 per hour
Van and Pickup trucks	\$16.27-\$42.53 per hour
Trencher	\$18.92 per hour
Concrete saw (does not include cost of blades)	\$31.72 per hour
Manpower (regular time)	An hourly rate according to the worker's compensation classification

6. Emergency calls, which occur during other than normal working hours, will be charged at a rate of time and one-half for personnel, with a one hour minimum. (Normal working hours are considered to be 7:00 a.m. to 3:00 p.m., Monday through Friday.) Work performed during an emergency call will be performed by one person, whenever possible and practical, in order to

make the intersection safe and usable. Extra personnel will be called in only when it is determined to be absolutely necessary. Equipment used during emergency calls will be charged according to the rate schedule as set out in Paragraph 6 above.

7. Waterloo agrees to have emergency call personnel available on a twenty-four (24) hour basis and may be contacted through the Consolidated Public Safety Communications Center (Central Dispatch) after normal working hours. Waterloo will attempt to perform as much work as possible during normal working hours.

8. Waterloo agrees that any parts used for repairs, which are available from the Waterloo Traffic Operations Department inventory, will be billed at cost only.

9. Equipment, which must be purchased by Evansdale, will be purchased with the assistance of the Waterloo Traffic Operations Department and will be installed by Waterloo according to the rate schedule set out in Paragraph 6 above.

10. Each party agrees to maintain its own liability insurance. Waterloo will only be responsible for liability incurred by its employees' actions.

11. This contract contains the entire agreement of the parties. None of the covenants, provisions, terms, or conditions of this Agreement shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by both parties.

Dated this _____ day of _____, 2014.

CITY OF WATERLOO, IOWA

By: _____
Ernest G. Clark, Mayor

ATTEST:

Suzy Schares, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ernest G. Clark and Suzy Schares, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. _____ of the City Council on the _____ day of _____, 2014, and that Ernest G. Clark and Suzy Schares acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF EVANSDALE, IOWA

By: _____

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Evansdale, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. _____ of the City Council on the _____ day of _____, 2014, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa