

**SALE OF MATERIALS, EQUIPMENT USE AND SERVICES
TO ORGANIZED TOWNSHIPS**

ITASCA COUNTY ROAD AND BRIDGE DEPARTMENT

HIGHWAY MAINTENANCE (320) and
EQUIPMENT MAINTENANCE (330) DIVISIONS

Effective Date: November 1, 1989

Policy Number: Operations 89-1-A

Distribution: Commissioner's Office - 1
Engineer's Office - 1
All Garages - 16

Number of Pages: 2 plus attachments

PURPOSE

To clarify County Board Policy Operations 89-1 regarding work for Organized Townships.

APPLICABLE STATUTES

Minnesota Statutes 160.21 concerning snow, removal and construction and maintenance of highways states:

Subdivision 1. Agreements. Road authorities, including road authorities of cities, may contract with each other for the construction and maintenance of, or removal of snow from, any or all highways under their supervision. Such road authorities may also contract with any agency or political subdivision of the state, including but not limited to school districts and public sanatoriums, for the removal of snow from publicly owned lands thereof.

Subdivision 2. Removal from private property. The road authority of any county or town may remove snow from private property upon payment of not less than the cost thereof when such snow removal does not unduly delay or interfere with the removal of snow from public highways under its jurisdiction.

Subdivision 3. Disposition of money. All money received for snow removal shall be paid into the respective funds provided by law, or set aside, for highway or street purposes.

Subdivision 4. Emergency snow removal. Any road authority including road authorities of cities may remove snow from any road or highway in cases of emergency.

Subdivision 5. Deemed employees of hiring authority. All persons while engaged in snow removal or other work as provided in this section shall be deemed for all purposes the employees of the road authority hiring them.

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POLICY

1. Grading and snowplowing for organized townships will be in accordance with the current Agreement for Work on Town Roads (sample copy attached) on file at the office of the County Engineer. Note that this agreement covers only grading and snowplowing. Snowplowing of town hall parking is considered included by this agreement at no additional charge with application for such service.
2. All other work must be by written agreement approved by the County Engineer or his appointed designee. Those designees authorized for approval of such other work include the Assistant Engineer/Maintenance, Assistant Engineer/Construction and the District and Central Garage Foremen. Such work shall only be approved provided it not unduly delay or interfere with work on roads/equipment under the jurisdiction of the county. Major improvements or maintenance activities i.e. graveling, mowing etc. for townships by the county are discouraged. Emergency repairs, i.e. the filling of a washout, culvert thawing etc. may be done with the agreement for such being the Itasca County Engineer's Office Accounts Receivable Form (copy attached).
3. This policy shall not prohibit cooperative efforts between the Road and Bridge Department and other agencies as determined by the County Engineer to be in the best interest of the County.

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AGREEMENT FOR WORK ON TOWN ROADS

THIS AGREEMENT made this _____ day of _____, 19____, by and between the County of ITASCA, hereinafter referred to as the County, and the Township of _____, in said County, hereinafter referred to as the Township.

WHEREAS, pursuant to the laws of Minnesota, the town board of any town may contract with the County in which the town is situated for the use of County equipment and operators for snow removal from and the blading of any or all town roads within the town.

WHEREAS, pursuant to the laws of Minnesota the contract price to be paid by the town to the County shall not be less than the actual cost to the County of the use of such equipment, operators and materials.

NOW, THEREFORE, in consideration for such work the Township agrees to pay the County the sum of \$275.00 per mile for the said twelve-month period for snowplowing and \$275.00 per mile for said twelve-month period for blading, subject to the following:

1. TERM

This agreement for the snowplowing, and grading shall commence on the _____ day of _____, 19____, and shall continue for a twelve month (12) period. This Agreement may be extended for additional twelve-month periods upon mutual consent of the County and Township.

2. TERMINATION

Either party may cancel this Agreement upon thirty (30) days notice, written or without cause. Notice shall be in writing and served by mail or in person by the Township to the Itasca County Engineer, and by the County to the Township Clerk.

3. EMPLOYEES

County employees performing the work on Township roads as described in this Agreement shall be deemed County employees for all purposes while so engaged.

4. BILLING

The Township shall pay the County one-half of the total amount for the period not later than July 15th of each year. The remaining one-half of said total amount for the twelve-month period shall be paid not later than December 15th of each year.

5. HOLD HARMLESS

The County will agree at all times hereafter, during the existence of this

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Agreement, to indemnify and hold harmless the Township from any and all liability, loss, damages, costs or expenses which may be claimed against the Township by reason of, or arising out of, the County's negligence in the performance of services to the Township in snowplowing and blading of Township roads pursuant to this Agreement.

6. APPLICABLE ROADS

The County shall snowplow town roads in said Township described as per Attachment A:

Being a total distance of _____ miles as verified by the County Highway Engineer and shown as per the attached Township map.

The County shall blade town roads in said Township described as per Attachment A:

Being a total distance of _____ miles as verified by the County Highway Engineer -and shown as per the attached Township map.

7. TIME AND MANNER OF WORK

The County reserves the right to do the work described in this Agreement on the Township roads at such time and in such manner so as to not interfere with, nor delay, the work schedule on County roads.

8. UNAVOIDABLE DELAYS

The County shall not be held liable in accordance with this contract for unavoidable delays. Unavoidable delays can include delays which were beyond the power of the County to control, with no fault or negligence on its part. Such delays can, include acts of nature, i.e. severely inclement weather, floods and tornadoes and strikes.

IN WITNESS WHEREOF, the parties hereunto have each caused this Agreement to be executed by their respective officers, hereby duly authorized, as of the date and year first above written.

COUNTY OF ITASCA

TOWNSHIP OF _____

by _____ by _____
Chairperson o the County Boar Chairperson Chairperson

County Coordinator Clerk

Clerk

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A T T A C H M E N T "A"

| ROAD NUMBER/NAME | Length (Miles) | Blade | Snowplow |
|------------------|----------------|-------|----------|
|------------------|----------------|-------|----------|

| | | | |
|----|-------|-------|-------|
| A. | _____ | _____ | _____ |
| B. | _____ | _____ | _____ |
| C. | _____ | _____ | _____ |
| D. | _____ | _____ | _____ |
| E. | _____ | _____ | _____ |
| F. | _____ | _____ | _____ |
| G. | _____ | _____ | _____ |
| H. | _____ | _____ | _____ |
| I. | _____ | _____ | _____ |
| J. | _____ | _____ | _____ |
| K. | _____ | _____ | _____ |
| L. | _____ | _____ | _____ |
| M. | _____ | _____ | _____ |
| N. | _____ | _____ | _____ |
| O. | _____ | _____ | _____ |
| P. | _____ | _____ | _____ |
| Q. | _____ | _____ | _____ |
| R. | _____ | _____ | _____ |
| S. | _____ | _____ | _____ |
| T. | _____ | _____ | _____ |
| U. | _____ | _____ | _____ |
| V. | _____ | _____ | _____ |
| W. | _____ | _____ | _____ |
| X. | _____ | _____ | _____ |
| Y. | _____ | _____ | _____ |
| Z. | _____ | _____ | _____ |

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Accounts Receivable Form

| | | | | | | | |
|----------------------|----------------------------|-----------------|------------------|--------------|-------------------------------|------------------------|---------------------|
| Accesses: | Name of Acc. Property Des. | Man Hrs. Worked | Equip.Hrs Worked | Unit # | Type of Access co., DNR, etc. | Type of Work Completed | Date Work Completed |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Snowplwng. & Grading | Remarks | Man Hrs. Worked | Equip.Hrs Worked | Unit # | Name of area to be graded | Type of Work Completed | Date Work Completed |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Culverts: | Remarks | Quantity | Size | | Type Spiral, Corr. | New/Used | Date Purchased |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Gravel: | Pit Name Sec. T. R. | Man Hrs. Worked | Equip.Hrs Worked | Unit # | Type:Crushed/ Screened | Number of Yards | Date Purchased |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Signs & Posts | Type of Sign | Quantity | Size | Cost of Each | 10% | Total Cost | Date Purchased |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Other: _____

Code: _____
 Office Use Only
 Name & Address of Party to be Billed

 Authorized Employee Signature

 Individual's Signature

Revised: 1-26-89

Date: _____