

SHARED SERVICES AGREEMENT
Between
NYSDOT and _____

THIS AGREEMENT, dated _____, 20____, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the _____, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. Shared Services shall mean any service provided by one party (Provider) to another party (Recipient). The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed twenty-five thousand dollars (\$25,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to defend and indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement. The term of this Agreement shall be for two (2) ☐ or four (4) ☐ years from _____ to _____. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region ____

By: _____ Date: _____

Resident Engineer – _____ County

MUNICIPALITY

By: _____ Date: _____

_____ Highway Superintendant

NYSDOT – Region ____

By: _____ Date: _____

Regional Director of Operations

SCHEDULE A

NYSDOT

Description of ☐services, ☐materials, or ☐equipment (Check All that apply) to be shared:

Estimated Cost/Value of ☐Service ☐Equipment ☐Materials (Check All that apply):

Total NYSDOT Cost/Value: _____

MUNICIPALITY

Description of ☐services, ☐materials, or ☐equipment (Check All that apply) to be shared:

Estimated Cost/Value of ☐Service ☐Equipment ☐Materials (Check All that apply):

Total MUNICIPALITY Cost/Value: _____