

## **Shared Services Agreement**

**THIS AGREEMENT**, is entered into by and between the **TOWN OF ULSTER**, having its principal place of business at 1 Town Hall Dr, Lake Katrine, New York 12449 and the **TOWN OF MARLBOROUGH**, having its principal place of business at 21 Milton Turnpike, Suite 200, Milton, New York 12547 (hereinafter referred to as the "Party" or "Parties"). It is understood that any specific time, one party may be the "Lender" and the other party may be the "Borrower" as the case may be.

**WHEREAS**, this Agreement is made pursuant to Article 5-G of New York General Municipal Law, and Sections 102, 133-a, and 135 of New York Highway Law; and

**WHEREAS**, the Parties agree that a cooperative arrangement such as is established hereby is in the best interests of the citizens of the respective municipalities; and

**WHEREAS**, each Party hereto has certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) that may be available from time to time; and

**WHEREAS**, it is possible to make such equipment and/or personnel available for use by others when it is in the public interest; and

**WHEREAS**, such cooperative efforts may be for a scheduled short duration of time, an unanticipated event, and/or an emergency; and

**WHEREAS**, each Party has authorized their respective highway superintendent or other appropriate department heads to act using their discretion pursuant to this Agreement; and

**NOW THEREFORE**, it is mutually agreed between the Parties as follows:

**1. SERVICES:** The Parties may loan certain highway, non-highway, specialty equipment and/or skilled personnel (including equipment operators) materials and/or supplies that may be available from time-to-time to the other Party. All such items shall be loaned at the discretion of the respective highway superintendent and/or other appropriate department head.

**2. TERM OF AGREEMENT:** This Agreement shall take effect on June 1, 2022 and shall continue in full force and effect for five (5) years from the effective date identified above.

**3. EMPLOYEES:** Each Party shall remain fully responsible for its own employees, including salary, benefits, and workmen's compensation insurance. From time to time, machinery and equipment may be loaned under this agreement with an operator. The operator shall be subject to the direction and control of the Highway Superintendent of the Borrower in relationship to the manner in which the work is to be completed. However, the method by which the machine is to be operator shall be determined by the operator. All employees of the Parties are to be treated in accordance with their respective collective bargaining agreements, if any.

**4. MAINTENANCE AND REPAIR:** The Lender shall be responsible for all maintenance and repairs to the machinery and equipment when an operator is provided with the equipment.

If the Lender does not provide an operator with its equipment, the Borrower shall be responsible for maintenance and repairs due to normal wear and tear during the loan period. The Borrower shall be responsible for the repair and/or replacement of the machinery and equipment due a causality loss or negligence by the borrower during the loan period.

**5. RECORDS AND REPORTS:** The Parties shall maintain full and accurate records of the employees, machinery, equipment and/or materials loaned. In the case of an accident involving items covered under this Agreement, the appropriate accident reports and claims shall be filed promptly with the Town Clerk's Office and/or the Workmen's Compensation coordinator of each Party.

**6. INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Party, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of its performance pursuant to this Agreement, which either Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Party, its employees, representatives, subcontractors, assignees, or agents. Notwithstanding the foregoing, each Party's obligation to defend, indemnify and hold harmless the other Party shall have no applicability to the extent that such other Party, its officers, agents, servants, employees, contractors or subcontractors contributed to the claims, losses, damages, costs or expenses.

**7. INSURANCE:** The Borrower shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing who have been fully informed as to the nature of the use of the equipment. **The Borrower shall provide the Lender at the inception of this Agreement, a Certificate of Insurance evidencing the required General Liability Insurance, Property and Causality Insurance, Automobile Liability Insurance, Workmen's Compensation Insurance, and Disability Coverage.**

The Lending Party shall be an additional insured on all policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of Borrower. The Borrower shall provide the Lender with a new certificate of insurance 30 days prior to the expiration of the original certificate.

**8. EFFECTIVENESS:** This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the Town Board of each Party.

**9. TERMINATION:** Either Party may, by written notice to the other Party effective thirty (30) days from mailing, terminate this Agreement in whole or in part at any time.

**10. FILING:** This Agreement shall be filed with the Town Clerk and the Highway Superintendent of each of the Parties and the Office of the Commissioner of the Ulster County Highway Department.

**11. SAFETY PRECAUTIONS:** The Parties shall provide and employ all safety measures, safety equipment, and safety devices appropriate and necessary when operating the equipment. The Parties shall comply with all safety standards, codes, regulations, and laws applicable to their activities under this Agreement.

**12. MODIFICATIONS:** No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement.

**13. ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement. Agreements between the parties for the joint purchasing and maintenance of specific pieces of equipment are not modified by this agreement.

**14. SEVERABILITY:** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.