## SHARED SERVICES AGREEMENT

Between

NYSDOT and Town of Ulysses

THIS AGREEMENT, dated, December 14, 2021 is between the People of the State of New

York, hereinafter referred to as "State" or "NYSDOT" and the Town of Ulysses 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:

l. 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.

1. 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.
2. 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.
3. 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 four (4) years from January 1, 2022 through December 31, 2026. 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 MUNICIPALITY



By: Date: By: Date: 



Resident Engineer — County/ Highway Superintendent



NYSDOT - Region By: Date:

Regional Director of Operations