

INTERMUNICIPAL SHARED SERVICES AGREEMENT

The Town of Ulysses with offices at 10 Elm Street, Trumansburg, New York, 14886, together with all other municipalities who execute this Intermunicipal Shared Services Agreement (each a "Signatory Municipality"), hereby enters into this Intermunicipal Shared Services Agreement (the "Agreement") with an effective date of December 1, 2024, upon each and all of the following terms and conditions.

1. For purposes of this Agreement, the following terms shall have the following definitions when used in this Agreement:

a. "Municipality" shall mean any city, county, town or village within Tompkins County or Seneca County that is a Signatory Municipality.

b. "Shared Service" or "Shared Services" shall mean any good or service provided by one Municipality to or for another Municipality that is consistent with the purposes and intent of this Agreement and the General Municipal Law of the State of New York, and shall include, but not be limited to, the following:

- i. The renting, exchanging, borrowing, or lending of highway vehicles, machinery, tools and equipment (collectively "Equipment"), with or without operators;
- ii. The maintenance of, or repairs or improvements to, Equipment;
- iii. The provision of goods, inventory, materials and supplies.

c. "Superintendent" shall mean, in the case of a city, the head of the Department of Public Works, in the case of a county, the County Superintendent of Highways, or the person having the power and authority to perform the duties generally performed by County Superintendents of Highways; in the case of a town, the Town Superintendent of Highways and / or Superintendent of Public Works; in the case of a village, the Superintendent of Public Works.

2. Each Signatory Municipality hereby grants unto its Superintendent the authority to provide and receive Shared Services with any Signatory Municipality, subject to the terms and conditions of this Agreement. Subject to availability, each Superintendent shall determine whether such provision or receipt of Shared Services is in the best interests of its respective Municipality. Any action taken by any Superintendent pursuant to the provisions of this Agreement shall at all times be consistent with the duties of such official and in compliance with all applicable laws and regulations, including, but not limited to the New York State General Municipal Law, and expenditures incurred shall not in any event exceed the amounts set forth in the Signatory Municipality's budget for highway purposes.

3. The value of Shared Services provided to any Signatory Municipality shall be returned by the receiving Municipality in the form of Shared Services of equal value, with the types and amounts determined by mutual agreement of the involved Superintendents. Whenever applicable, the then-current rates as approved and / or adopted by the State of New York shall be used to determine the value of borrowed Equipment (with or without operators), as based upon the New York State hourly and daily rate schedules. Non-scheduled Shared Services shall be valued as agreed by the involved Superintendents.

4. The borrowing Municipality shall be responsible to return all Equipment in the same condition and state of repair as when borrowed. The borrowing Municipality agrees, upon notice from the lending Municipality, to effect or pay for any necessary maintenance and repair necessitated by such use, unless such maintenance or repair has been necessitated by any act or omission of the lending Municipality or its employee operators.

5. A lending Municipality's operator of any Equipment provided to another Municipality, when operating such Equipment for the borrowing Municipality, shall be subject to the direction and control of the Superintendent of the borrowing Municipality in relation to the manner in which the work is to be completed. However, the method by which the Equipment is to be operated shall be determined by the operator. Further, when receiving the services of an operator with any equipment, the receiving Superintendent shall make no request of any operator which would be inconsistent with any labor agreement; nor shall any borrowed operator be required to do any work or perform any services other than in relation to the operation of the Equipment that is the subject of Shared Services. The lending Municipality shall be liable for any negligent acts resulting from the operation of its Equipment by its own operator. For purposes of workers' compensation liability, (i) all borrowed Equipment with operator, the operator shall be considered under the auspices of the Municipality owning the Equipment, and (ii) no Signatory Municipality shall assert any rights in relation to the "borrowed servant rule". Each Municipality shall remain fully responsible for its own employees, including but not limited to, salary, benefits and workers' compensation.

6. The lending Municipality shall, to the fullest extent of law, indemnify the borrowing Municipality for all claims, losses, liabilities, and damages arising from (i) any inherent vice or defect in the borrowed Equipment, and (ii) the negligent and / or intentional acts of the lending municipality operator. The borrowing Municipality shall, to the fullest extent of law, indemnify the lending Municipality for all claims, losses, liabilities and damages arising from (i) any inherent vice or defect in the worksite or adjoining areas, (ii) the negligent and / or intentional acts of its Supervisor and employees, and (iii) any violation of any safety law or regulation by the borrowing Municipality, including but not limited to, the New York State Labor Law, and OSHA and DOT regulations.

7. Each Signatory Municipality covenants, warrants, represents, and agrees that it has and shall maintain, for the entire Term (and any Extended Term) of this Agreement, property damage, liability insurance, workers' compensation and disability insurance, and insurance against loss or damage to borrowed Equipment, including, without limitation, loss by fire (including so-called extended coverage and general "all-risk" coverage), theft, collision, and such other risks of loss as are customarily insured against for the type of operations engaged in by each Signatory Municipality (herein all collectively, the "Insurance"), in such amounts as will fully replace any lost or damaged Equipment, materials or supplies, and in such amounts are necessary to fulfill all responsibilities in this Agreement, including, but not limited to any obligations as to indemnity. In addition, such Insurance shall provide for: (i) blanket contractual coverage; (ii) broad form property damage coverage; (iii) completed operations coverage, (iv) employer's automobile non-ownership liability, and (v) coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Certificates of insurance for each Signatory Municipality are attached to this Agreement as Exhibit A. Each Signatory Municipality shall give each other Signatory Municipality prompt notice of any injury, damage or loss to any person, entity, Equipment or property. A municipality may be self-insured.

8. The provision of any Shared Service shall be evidenced by the signing of a memorandum by each involved Superintendent in the form attached hereto as Exhibit B. Additionally, contemporaneous records shall be maintained by each Signatory Municipality setting forth all Shared Services provided and received. Such records will be available for inspection by any Signatory Municipality that has provided or received any Shared Services. A record of all Shared Service transactions shall be kept by the Superintendent in a manner satisfactory to the governing board of such municipality. At any time, any Signatory Municipality may make or demand an accounting of the value of all exchanged Shared Services with any one or all Signatory Municipalities.

9. Any Signatory Municipality may, upon 90 days advance notice to each other Signatory Municipality, terminate its participation under this Agreement by delivering to each Signatory Municipality a Notice of Withdrawal. At the expiration of said 90 days, the withdrawing Municipality shall have fulfilled any outstanding obligations. Despite such withdrawal, all workers' compensation and indemnity obligations shall survive such withdrawal. Whenever any Signatory Municipality delivers a Notice of Withdrawal, it shall make an accounting to, and receive an accounting from, each other Signatory Municipality as to the value of all accounts. Within sixty days of delivery of the notice of Withdrawal such withdrawing Municipality must either (i) borrow or lend Shared Services to balance accounts; (ii) make and enter into separate shared services agreements that are satisfactory to the applicable Signatory Municipality as will balance accounts, or (iii) make a cash payment only if mutually agreed upon to (or receive a cash payment from) any other Signatory Municipality to balance accounts.

10. In the event a dispute arises relating to any Shared Service or this Agreement, and such dispute cannot be resolved between the affected Signatory Municipalities, such dispute may be resolved through mediation or arbitration.

11. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part may be modified by the Signatory Municipalities to the extent necessary to make it valid and operative, or if it cannot be so modified, then it shall be deemed severed, and the remainder of this Agreement shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated.

12. This Agreement shall expire five years from its effective date; but is renewable for successive five-year terms upon written agreement of all of the Signatory Municipalities. Each Signatory Municipality acknowledges and agrees that neither it nor its employees, nor any other Signatory Municipality nor its employees, are agents of each other. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the state of New York, including all matters of construction, validity, and performance. This Agreement constitutes the entire understanding of the parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their Agreement. No course of prior dealings between the Signatory Municipalities shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original hereof, and all of which shall form but one agreement.

IN WITNESS WHEREOF, each Signatory Municipality has executed this Agreement on the date(s) specified below, in accord with the authorizing Resolution of the governing Board of such Signatory Municipality, as attested to by the signature of the applicable Municipal Clerk and the placing of the municipal seal hereupon.

By: _____

_____, Supervisor

Date: _____

Attest:

_____ Town Clerk (seal)

EXHIBIT A

[Attach Certificates of Insurance from each municipality here.]

EXHIBIT B

**Memorandum Relating to
Shared Highway Services**

From: _____ Highway Superintendent

To: _____ Highway Superintendent

I hereby acknowledge your request for the use of the following Shared Services
of/from the _____ of _____;

To be used for the following proposed times and dates:

Pursuant to the Intermunicipal Shared Services Agreement, employees shall/shall
not be provided to operate such equipment. The employees and the equipment
they shall operate are as follows:

Pursuant to the Intermunicipal Shared Services Agreement, the value of the
Shared Services to be provided is _____

Your acceptance and/or use of such equipment and personnel is, and at all times
remains, subject to the terms and conditions of the Intermunicipal Shared
Services Agreement.

Highway Superintendent
of _____

Highway Superintendent
of _____