

091321 A.3

SHARED SERVICES AGREEMENT

Between

NYS DOT and The Village of Springville

THIS AGREEMENT, dated September 1, 2021 is between the People of the State of New York, hereinafter referred to as "State" or "NYS DOT" and the Village of Springville, 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. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, the State shall hold the Municipality harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State or of their officers or employees when acting in the course and scope of their employment.
5. The term of this Agreement shall be for two (2) or four (4) X years. 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.

NYS DOT – Region 5

MUNICIPALITY Village of Springville

By: _____ Date: _____
Resident Engineer – South Erie County

By: _____ Date: _____
Village of Springville Mayor William J Krebs

NYS DOT – Region 5

By: _____ Date: _____
Regional Director of Operations

SCHEDULE A

NYSDOT

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

To be determined

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

To be determined

Total NYSDOT Cost/Value: Equal to that received from the municipality & less than \$25,000.

MUNICIPALITY

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

To be determined

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

To be determined

Total MUNICIPALITY Cost/Value Equal to that received from NYSDOT & less than \$25,000.