

INTERMUNICIPAL AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT, made and entered into this ___ day of _____, 2026, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices located at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the “COUNTY”) and those CITIES, TOWNS, and VILLAGES in the County of Dutchess, State of New York that have executed this Agreement, each municipal corporation located within Dutchess County, New York at the address set forth on the respective execution pages hereof (hereinafter referred to as a “Municipality” and collectively as the “Municipalities”).

WITNESSETH:

WHEREAS, this Agreement is made pursuant to Article 5-G of the New York State General Municipal Law, and Sections 102, 133-a, 135 and 142-b of the New York State Highway Law;

WHEREAS, the County and Municipalities (hereinafter referred to as the “Parties”) seek to promote government efficiency, reduce taxpayer costs, eliminate redundant services, and ensure public welfare through the sharing of services, personnel, equipment, supplies, and resources for highway and public works projects;

WHEREAS, the Parties each operate highway departments or departments of public works and maintain facilities, equipment, and personnel for highway-related services including remediation, repair, maintenance, construction, planning, and emergency response;

WHEREAS, the Parties desire to enter into a reciprocal agreement to share highway and public works services, personnel, equipment, supplies, and resources on an as-needed and as-available basis;

WHEREAS, each Party able and willing to offer services pursuant to this Agreement (hereinafter referred to as a “Provider”) shall have the option, at its sole discretion, to assess a fee or seek reimbursement from the recipient Party (hereinafter referred to as a “Recipient”) for those services rendered;

WHEREAS, general oversight of these services will be provided by and through the designated officials responsible for the maintenance of highways and infrastructure; and

WHEREAS, the Parties agree to share services, personnel, equipment, supplies, and resources for the purposes set forth herein on an as-needed and as-available basis.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and mutual promises and undertakings recited below, the Parties hereto mutually agree as follows:

1. Term:

This Agreement shall commence on as to the County as of the date first above written (the “County Commencement Date”) and as to each Municipality as of the date of such Municipality’s execution of the Agreement. The term shall remain in effect for a period of five (5) years from the County Commencement Date. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) additional five (5) year term, unless terminated by any Party as to itself prior to renewal.

2. Shared Services:

Services, aid, assistance, equipment, supplies, resources, and personnel associated with highways, roads, and public works (the “Shared Services”) shall be shared on an as-needed and as-available basis at each Party’s sole discretion, provided such sharing does not impede the Party’s own municipal operations. Shared Services are intended to be mutually beneficial among the Parties.

3. Designated Officers:

Each Party shall designate one or more highway superintendents on that Party’s execution page responsible for coordinating the Shared Services. If that Party does not have a highway superintendent, that Party may designate its superintendent of roads, public works commissioner, or other related official responsible for maintaining municipal highways and infrastructure. Each Party shall notify the other Parties of any change in the designated officials.

4. **Responsibilities of the Provider and Recipient:**

- a) **Insurance.** Each Party shall be solely responsible for maintaining workers' compensation insurance coverage pursuant to the Workers' Compensation Law section 2(7) for its own employees while providing Shared Services. Each Party shall also obtain and thereafter retain in full force and effect individualized general liability, public liability, errors and omissions and automotive insurance coverages where necessary and proper relative to the various tasks to be performed with limits of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. Confirmation of insurance coverages shall be provided by a Party upon request.

- b) **Compensation.** Each Party shall provide compensation to its personnel during the time period in which such personnel are engaged in the provision of Shared Services. Persons employed by the Parties shall retain all benefits, privileges, and rights pursuant to their individual employment status as members of the civil service, organized labor organizations, or as at-will employees. There will not be any change of employment status for any employee involved in the Shared Services under this Agreement.

- c) **Safety.** Each Party shall maintain compliance with the safety standards established by all relevant local, state, and federal laws, rules, and regulations, including particularized training, certification, and licensing requirements. Recipient shall be responsible for coordinating the safe and efficient use of borrowed equipment by duly trained and qualified personnel, which may, if agreed upon by Provider and Recipient, include personnel provided by Provider.

- d) **Labor Agreements.** Each Party shall comply with the provisions of all collective bargaining agreements to which that Party is a signatory.

e) **Equipment Requirements.** Provider shall ensure that all equipment involved in the provision of Shared Services is registered, licensed, and insured as is necessary for the lawful use of such equipment.

f) **Shared Equipment.**

- i. When Provider shares equipment with Recipient, Recipient shall be responsible for coordinating the safe and efficient use of shared equipment by duly trained and qualified personnel.
- ii. Unless agreed upon by Provider and Recipient, Recipient shall be responsible for the cost of maintenance and repairs directly resulting from Recipient's use of the shared equipment.
- iii. Recipient shall ensure the timely return of shared equipment to Provider, which shall be effectuated contemporaneously with and upon inspection and determination that such equipment is in the same or similar state of repair or condition as such equipment had been at time of release and provision, normal wear and tear notwithstanding.
- iv. Recipient shall be liable for the acts of its employees, agents, and officers occurring in connection with the use of shared equipment, including but not limited to repairs to or replacement of shared equipment resulting from damage to the shared equipment caused by the acts of Recipient, its employees, agents, and officers.
- v. Provider shall not be liable to Recipient for any known or unknown defect of any shared equipment.

g) **Legal Prerequisites.** In requesting Shared Services, Recipient shall have the sole responsibility for communicating to Provider any and all legal prerequisites including all federal, state and local statutory, regulatory, or administrative rules or regulations pertaining to employee safety, training, and environmental matters.

- h) Permits and Licenses.** In receiving Shared Services, Recipient shall obtain and maintain all necessary permits, licenses, and certifications as required pursuant to local, state, and federal statutes, rules, and regulations.

- i) Materials and Supplies.** Unless agreed upon by the Parties, Recipient shall retain responsibility for procurement of and payment for any materials, supplies, and/or resources necessary for the provision of Shared Services.

- j) Reimbursement and Fees.** If Provider requests reimbursement or fees for its Shared Services, Provider shall clearly communicate in writing to Recipient prior to the Provider's agreement to provide the requested Shared Services. Recipient shall have the opportunity to accept or decline the proposed terms before any commitment to the proposed Shared Services is finalized. If the proposed Shared Services includes the renting of equipment, any reimbursement or fee request shall adhere to the most current rates included in the August 2017 New York State Department of Transportation Equipment Rental Rate Schedule, incorporated herein by reference.

- k) Recordkeeping.** The Parties shall maintain a record of all Shared Services provided, rendered, or received including but not limited to personnel time expenditures, equipment, supplies, and other resources. These records include but are not limited to all logs, analyses, reports, or other documentation prepared, maintained, and utilized for the purposes of administrative review and audit. Each Party shall make such records available to the other Parties upon request.

5. Indemnification:

The Parties agree to the fullest extent permitted by law to defend, indemnify, and hold the other Parties and their employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the Parties on behalf of any party, in connection with or arising from the Shared Services. The indemnifying Party shall investigate, handle, respond to and defend any

such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify a Party for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of that Party's employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving that Party.

6. Reservation of Rights:

In the event that any claim is made or any action is brought against Provider by Recipient arising out of the fault, act, or omission of an employee, representative, contractor, subcontractor, assignee, or agent of Recipient, either within or without the scope of his/her prospective employment, representation, contract, subcontract, assignment, or agency, or arising out of Recipient's fault, act, or omission, then Provider reserves all rights and remedies provided by law, in equity, or pursuant to this Agreement.

7. No Assignment:

In accordance with Section 109 of the New York State General Municipal Law, the Parties hereto are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of its right, title, or interest in this Agreement, to any other person or corporation without the prior consent and approval in writing by the other Parties.

8. Notices:

The Parties agree that all notices shall be directed to the addresses specified below and on the execution pages of each Municipality:

Dutchess County Attorney
22 Market Street
Poughkeepsie, NY 12601

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

9. Termination:

Each Party may terminate this Agreement as to itself with or without cause upon provision of thirty (30) days written notice to be forwarded in accordance with Section 8 of this Agreement. This Agreement shall remain in effect as to the remaining Parties so long as the County and at least one Municipality remain as Parties.

10. Waiver:

A waiver of any breach of a term, provision, or condition of this Agreement shall be valid only if it is in writing and is duly executed by the Party granting the waiver. Such a waiver shall not be construed to affect the enforcement of any other term, provision, or condition of this Agreement, nor shall it serve as justification or precedent for any repeated or future breach, unless the waiver explicitly states otherwise.

11. Jurisdiction and Governing Law:

The Dutchess County Supreme Court shall have exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement or the breach thereof. This Agreement shall be governed by and construed in accordance with the laws of New York State.

12. Executory:

The obligations of each Party under this Agreement are subject to annual appropriation of funds by its governing body. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the Parties for the performance of the terms hereof and that, in the event that a Party fails to appropriate the necessary funds to affect payment in any calendar year, no liability on account thereof shall be incurred by that Party beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement, at the option of any of the Parties.

13. Counterparts; Signatures Transmitted by Electronic Means; Electronic Signatures:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including but not limited to facsimile, email and signature platforms such as DocuSign, shall have the same legal effect and enforceability as manually signed paper originals. The parties hereby agree that electronic signatures used in accordance with the Electronic Signatures and Records Act (ESRA), New York State Technology Law Article 3, are expressly permitted and shall be considered valid and binding.

14. Entire Agreement; Modification:

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the Parties. Any modification, rescission, or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the Parties to be bound.

15. Severability:

If any term, provision, or condition of this Agreement, or the application thereof to any person, entity, or circumstance, shall be adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Agreement or the application of such term, provision, or condition to other persons, entities, or circumstances, but shall be confined in its operation to the specific term, provision, condition, or application directly involved in the controversy in which such judgment shall have been rendered. The remainder of this Agreement shall continue in full force and effect.

16. No Third-Party Beneficiaries:

This Agreement is entered into solely for the benefit of the Parties hereto. Nothing contained in this Agreement, whether express or implied, shall be construed to create or confer any rights, benefits, or causes of action in favor of any person or entity other than the Parties to this Agreement.

17. Authority:

All Parties, by the signature of their representative below, represent that their respective governing body, as required, has approved this Agreement by resolution.

IN WITNESS WHEREOF, this Agreement has been executed by the County this _____ day of _____, 2026.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

A. Gregg Pulver, Deputy County Executive

APPROVED AS TO CONTENT:

Department of Public Works

Municipal Execution Page
Regarding the Intermunicipal Agreement for Shared Services
Between Dutchess County, New York and Dutchess County Municipalities
Dated as of _____, 2026

The City of _____, Dutchess County, New York, has executed the foregoing Intermunicipal Agreement for Shared Services by and between the County of Dutchess and one or more Cities, Towns, and Villages within the County electing to execute the same.

City of _____

By: _____

Name:

Title:

Designated Officer:

Email: _____

Phone: _____

Notice:

Address: _____

Email: _____

Phone: _____

Municipal Execution Page
Regarding the Intermunicipal Agreement for Shared Services
Between Dutchess County, New York and Dutchess County Municipalities
Dated as of _____, 2026

The Town of _____, Dutchess County, New York, has executed the foregoing Intermunicipal Agreement for Shared Services by and between the County of Dutchess and one or more Cities, Towns, and Villages within the County electing to execute the same.

Town of _____

By: _____

Name:

Title:

Designated Officer:

Email: _____

Phone: _____

Notice:

Address: _____

Email: _____

Phone: _____

Municipal Execution Page
Regarding the Intermunicipal Agreement for Shared Services
Between Dutchess County, New York and Dutchess County Municipalities
Dated as of _____, 2026

The Village of _____, Dutchess County, New York, has executed the foregoing Intermunicipal Agreement for Shared Services by and between the County of Dutchess and one or more Cities, Towns, and Villages within the County electing to execute the same.

Village of _____

By: _____

Name:

Title:

Designated Officer:

Email: _____

Phone: _____

Notice:

Address: _____

Email: _____

Phone: _____