

Business of the Town Board of the Town of Lisbon

SUBJECT: Resolution authorizing shared service with Lisbon Central School
FOR AGENDA OF: June 17, 2020
BILL #: 2020-81
DEPT. OF ORIGIN: Supervisor

DATE SUBMITTED: June 17, 2020

APPROVED BY TOWN ATTORNEY – Yes No N/A

EXHIBITS: Resolution

APPROVED BY SUPERVISOR FOR SUBMITTAL– Yes No

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: -0-	BUDGETED: -0-	REQUIRED: -0-

SUMMARY STATEMENT

Resolution to renew shared service agreement

RECOMMENDED ACTION

Passage of this resolution.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

Supervisor Nelson _____ Deputy Supervisor Putney _____

Town Councilman Dailey _____ Town Councilman Bush _____

Town Councilman McNeil _____

RESOLUTION AUTHORIZING THE TOWN OF LISBON TO SIGN A CONTRACT FOR SHARED SERVICES ON BEHALF OF THE TOWN OF LISBON WITH LISBON CENTRAL SCHOOL

Article 5-G of the General Municipal Law (Sections 119-m through 119-oo) provides broad authority for “municipal corporations” and “districts” to cooperate with each other in carrying out their respective responsibilities. The term “municipal corporation” is defined in Article 5-G to include any county outside the City of New York, a city, town, village, board of cooperative educational services (BOCES), fire district, or school district. A “district” refers to a county or town improvement district for which the county or town in which the district is located is required to pledge its faith and credit for indebtedness contracted for purposes of the district. Subject to the statutory requirements of Article 5-G, any combination of these entities is

authorized to enter into shared services agreements. In addition, other sections of law may provide authority for cooperative projects in specific areas (e.g., General Municipal Law, Article 5-B, relating to the provision of common water supplies).

Resolution Authorizing the Lisbon Supervisor to sign a contract on behalf to permit of the Town of Lisbon for the Town Supervisor or Highway Superintendent to authorize to share services with the appropriate department head at Lisbon Central School who possess similar authorization for the borrowing or lending of materials and supplies and the exchanging, leasing, renting or maintaining of machinery and equipment, including the operators thereof, for the purpose of aiding the highway department head in the performance of his/her duties.

WHEREAS, all municipalities and school districts, including the Town of Lisbon, have the power and authority of contract for the purpose of renting, leasing, exchanging, borrowing or maintaining of machinery and equipment, with or without operators, with other municipalities and school districts, and;

WHEREAS, all municipalities and school districts, including the Town of Lisbon, have the power and authority to borrow or lend materials and supplies to other municipalities, and;

WHEREAS, it is hereby determined that the Town of Lisbon and other municipalities and school districts have machinery and equipment which is not used during certain periods, and;

WHEREAS, it is determined that the Town of Lisbon and other municipalities and school districts often have material and supplies on hand which are not immediately needed, and;

WHEREAS, it is hereby determined that by renting, borrowing, exchanging, leasing or maintaining machinery and equipment and the borrowing or lending or necessity of purchasing certain needed machinery and equipment and the purchasing of materials and supplies, the Town of Lisbon and other municipalities and school districts may avoid the need for storing a large inventory of certain extra materials, and supplies, thereby saving the taxpayers money, and;

WHEREAS, it is recognized and determined, from a practical working program arrangement, that no program of borrowing, exchanging, leasing, renting or maintaining of machinery and equipment or borrowing or lending of material can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and the governing board of each of the other municipalities and school districts which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing boards are not in session, and;

WHEREAS, it is incumbent upon each municipality and school district to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be obtained or maintained with a minimum of paperwork and inconvenience and with a swift approval process, and;

WHEREAS, it is the intent of the Town of Lisbon to give the Highway Superintendent the authority to enter into renting, exchanging, borrowing, lending or maintaining arrangement with

the persons serving in similar capacities in other municipalities and school districts without the necessity of obtaining approval of the Town board prior to the making each individual arrangement, and;

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities, and will grant the Highway Superintendent, authority to make similar arrangements, and;

WHEREAS, it is hereby determined that it will be in the best interest of the town of Lisbon to be party to such shared services arrangements, and;

NOW THEREFORE BE IT RESOLVED, that the Supervisor of the Town of Lisbon is hereby authorized to sign on behalf of the Town, the following contract:

**SHARED SERVICE CONTRACT BETWEEN LISBON CENTRAL SCHOOL
AND THE TOWN OF LISBON FOR THE PERIOD
April 1, 2020 – March 31, 2025**

1: For purposes of this contract, the following items shall be defined as follows:

A: "Municipality" shall mean any village, county, town, city, fire district, or school district which has agreed to be bound by a contract for shared services or equipment similar in terms and effect with the contract set forth herein, and has filed a copy of said contract with the clerk of the undersigned Town.

B: "Contract" shall mean the text of this agreement which is similar in terms and effect with comparable agreements, notwithstanding that each such contract is signed only by the Chief Executive Officer of each participating municipality filing the same, and upon such filing each filing municipality accept the terms of the contract to the same degree and effect as if each Chief Executive Officer had signed each individual contract.

C: "Shared services" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but not be limited to:

- i. The renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators;
- ii. The borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a services by the borrower or by the lending of equipment by the borrower, the value of which is equal to the borrowed supplies;
- iii. The providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange.
- iv. The maintenance of machinery or equipment by a municipality for other municipalities.

b "Director" shall mean, in the case of a village, the Superintendent of the Department of Public Works, in the case of a county, the County Superintendent of Highways, person or the person having the power and authority to perform the duties generally performed by the County, in the case of a Town, the Town Superintendent of Highways; in the case of a City, the head of the Department of Public Works, in a School, the School Superintendent, and in a Fire District, the District President of the Board.

2. The undersigned municipality has caused this agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has approved a similar contract and filed such contract with the check of the undersigned municipality.

3. The undersigned municipality by this agreement grants unto the Superintendent of Highways, the authority to enter into any shared service arrangements with any other municipality or other municipalities subject to the following terms and conditions.

a. The Town of Lisbon agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with, or without operators, which such municipality may need its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the Superintendent of Highways works determines that it will be in the best interests of the Town of Lisbon to lend to another municipality, the Superintendent of Highways is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Lisbon, by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of equal value, to be determined by the respective superintendents and/or directors.

b. The Town of Lisbon agrees to rent, exchange or lend to any municipality any and all materials, machinery and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent of Highways. In the event the Superintendent of Highways determines that it will be in the best interests of the Town of Lisbon to lend to another municipality, the Superintendent of Highways is hereby authorized to lend to another municipality. The value of supplies or materials loaned to another municipality may be returned to the Town of Lisbon, by the borrowing municipality in the form of similar types and amounts of materials or supplies, by or the use of equipment or receipt of services of equal value, to be determined by the respective Superintendents and/or Directors.

c. The Town of Lisbon agrees to repair or maintain machinery or equipment for any city/county/town/village under terms that may be determined and agreed upon by the directors.

d. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of Highways of the borrowing municipality in relation to the manner in which the work is to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

e. When receiving the services of any operator with a machine or equipment, the receiving superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

f. The lending-municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

g. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing, repairing or maintaining of any particular piece of machinery or equipment, or the exchanging or borrowing of material, or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent of Highways. Such memorandum may be delivered to the other party via mail, personal delivery, facsimile machine, or any other method of transmission agreed upon. In the event there is no written acceptance of the memorandum, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of offer to rent, exchange or lend.

5. In the event any shared services arrangement is made without a memorandum at the time of receipt of the shared service, the director receiving the shared service shall within five day's thereof, send to the provider a memorandum identifying the type, time the and date of acceptance of the repair or maintenance shared service. In the event such shared service related to or included any materials or supplies, such memorandum shall identify such materials or supplies and time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for the purposes of exchanging the shared services or a comparable value, it is agreed that the value of the shared service shall be set forth in the memorandum

7. All machinery and the operator, for purposes of workers compensation, liability and any other relationship with third parties, except as provided in paragraph e of section three of this agreement, shall be considered the machinery of, and the employee of, the municipality owning the machinery and equipment.

8. In the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs. In the event machinery or equipment is operated by an employee of the borrowing, receiving or renting municipality, such municipality shall be responsible for such repairs.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowing, repair or maintenance and other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. In the event a dispute arises relating to any repair, maintenance or shared service, and in the event such dispute cannot be resolved between the parties, such dispute shall be subject to mediation.

11. Any party to this contract may revoke such contract by filing a notice of such revocation. upon the revocation of such contract, any outstanding obligations shall be settled within thirty days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

12. Any action taken by the superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the Towns budget for highway purposes.

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

14. This contract shall be reviewed each year by the Town of Lisbon and shall expire five years from the date of its signing by the Supervisor. The Lisbon Town Board may or renew extend this contract at the termination thereof for another five year period.

15. Copies of this contract shall be sent to the Clerk and the Superintendent of Highways anticipating engaging in shared services. No shared services shall be conducted by the Superintendent of Highways except with the Supervisor of the municipality that has completed a shared services contract and has sent a copy thereof to the clerk of his or her municipality and the Superintendent of Highways.

IN WITNESS THEREOF the said Town of Lisbon has by order of the Town Board, caused these presents to be subscribed by the Clerk thereof, this day of the 17th of June, 2020.

By: _____
Town of Lisbon Supervisor

Lisbon Town Clerk

The Town clerk is authorized and directed to file a copy of the contract set forth in this resolution with the Chief Executive Officer of the following municipalities:
Lisbon Central School

This resolution shall take effect immediately.