

EMPLOYEE SHARING AGREEMENT

This **EMPLOYEE SHARING AGREEMENT** (the “Agreement”) dated as of September 23, 2025, is entered into by and among the Town of Bristol, a Rhode Island municipal corporation (hereinafter “Bristol”), the Town of Warren, a Rhode Island municipal corporation (hereinafter “Warren”), and with regard to the position of Building Official and State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer (the “Shared Employees”), is effective as of _____ (the “Effective Date”).

WHEREAS, Bristol is in need of the services of a Building Official while its prospective official is trained and certified and Warren is in need of the services of a State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer; **and**

WHEREAS, both Towns desire to have Shared Employees fulfill those roles through a shared Building Official position & a shared State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer position; **and**

WHEREAS, Bristol, Warren, and their respective employees agree that the needs of all parties may be most efficiently met through shared services of a single Building Official in both towns and a single State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer in both towns, at least until the prospective building official for Bristol is trained & certified.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I **USE OF EMPLOYEES**

SECTION 1.1. Use of Shared Employees.

(a) Shared Employees. As of the Effective Date, Bristol agrees to make available to Warren, and Warren agrees to accept access to the Shared Employees for purposes of performing the services of a State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer. Further, as of the Effective Date, Warren agrees to make available to Bristol, and Bristol agrees to accept access to the Shared Employees for purposes of performing the services of a Building Official. Bristol and Warren shall use reasonable efforts to jointly resolve any work priority or performance conflicts with respect to the Shared Employees, and any conflicts that cannot be resolved jointly will be resolved in respect to the State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer by Bristol in its reasonable discretion, and in respect to the Building Official by Warren in its reasonable discretion.

(b) Employment Status.

(i) For such time as the Shared Employees are shared under this Agreement, (a) the State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & the Code Compliance Officer will remain employees of Bristol and shall not be deemed to be the employees of Warren for any purpose, (b) Bristol shall be solely responsible for the payment and provision of all wages, employee benefits, including, but not

limited to, pension, fringe benefits, severance benefits, and workers' compensation insurance for the State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & the Code Compliance Officer (collectively, "Benefits"), and the withholding and payment of applicable payroll taxes (collectively, "Taxes") relating to such State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & the Code Compliance Officer. Further, (x) the Building Official will remain an employee of Warren and shall not be deemed to be the employee of Bristol for any purpose, (y) Warren shall be solely responsible for the payment and provision of all wages, employee benefits, including, but not limited to, pension, fringe benefits, severance benefits, and workers' compensation insurance for the State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & a Code Compliance Officer (collectively, "Benefits"), and the withholding and payment of applicable payroll taxes (collectively, "Taxes") relating to such Building Official. Further, the Shared Employees shall retain their respective office spaces, with the State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & the Code Compliance Officer housed in Bristol facilities with appropriate furnishings, fixtures, and equipment to carry out daily activities as prescribed and the Building Official housed in Warren facilities with appropriate furnishings, fixtures, and equipment to carry out daily activities as prescribed.

(ii) Notwithstanding the foregoing, Bristol agrees that it will not direct or permit, or cause to be directed or permitted, the Shared Employees to perform any activities on behalf of Warren without the prior approval of Warren, which consent may be granted or withheld in the sole discretion of Warren. Further, Warren agrees that it will not direct or permit, or cause to be directed or permitted, the Shared Employees to perform any activities on behalf of Bristol without the prior approval of Bristol, which consent may be granted or withheld in the sole discretion of Bristol.

(iii) Nothing contained in this Agreement shall require Bristol or Warren to maintain the employment of the Shared Employees if any of the Shared Employees are terminated or cease for any reason to be employed by Bristol or Warren, respectively.

SECTION 1.2. Sharing of Resources. In performing work for Warren or Bristol, the Shared Employees may use such resources as Warren and Bristol shall reasonably determine to share for such services (the "Shared Resources").

SECTION 1.3. Because Warren is sharing its Building Official with Bristol and Bristol is sharing its State of Rhode Island Building Code Standards Committee Professional Qualified Building Inspector 1 & its Code Compliance Officer with Warren, this shall be deemed adequate consideration for this Agreement, and no reimbursement or other remuneration shall be exchanged by Warren and Bristol in consideration for this Agreement.

ARTICLE II **MISCELLANEOUS**

SECTION 2.1. Liability.

(a) None of the members, principals, managers, officers, employees or agents of Bristol shall have any liability to Warren for any action taken, or for refraining from the taking of any action, by the Shared Employees utilized by Warren in good faith pursuant to this

Agreement; provided, however, that this provision shall not protect Bristol against any liability which would otherwise be imposed by reason of willful misfeasance or gross negligence in the performance of its duties hereunder. Further, none of the members, principals, managers, officers, employees or agents of Warren shall have any liability to Bristol for any action taken, or for refraining from the taking of any action, by the Shared Employees utilized by Bristol in good faith pursuant to this Agreement; provided, however, that this provision shall not protect Warren against any liability which would otherwise be imposed by reason of willful misfeasance or gross negligence in the performance of its duties hereunder.

(b) Warren agrees to indemnify Bristol and any member, principal, manager, officer, employee or agent thereof against any and all losses, claims, liabilities, suits, damages, proceedings or expenses (including reasonable attorneys' fees and expenses) of a third party or of the Shared Employees arising from or as a result of the use of the Shared Employees by Warren.

(c) Bristol agrees to indemnify Warren and any member, principal, manager, officer, employee or agent thereof against any and all losses, claims, liabilities, suits, damages, proceedings or expenses (including reasonable attorneys' fees and expenses) of a third party or of the Shared Employees arising from or as a result of the use of the Shared Employees by Bristol.

(d) The indemnities set forth in this Section 2.1 shall survive the termination of this Agreement.

SECTION 2.2. Termination. Both Bristol and Warren shall have the right to terminate this Agreement at any time, provided that the terminating party grants the other party at least thirty (30) days advanced notice.

SECTION 2.3. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties with reference to the transactions contemplated hereby and thereby and supersedes any and all other oral or written agreements heretofore made.

SECTION 2.4. Severability. If any provision of this Agreement or the application of any provision hereof to any person or in any circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the provision held invalid shall substantially impair the benefits of the remaining portions of this Agreement. To the extent permitted by law, the parties hereto hereby waive any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

SECTION 2.5. Choice of law & forum. This Agreement shall be governed by the law of the State of Rhode Island, with no reference to Rhode Island choice of law precedent. Any dispute arising from this Agreement may only be brought in a Rhode Island State court of competent jurisdiction.

SECTION 2.6. Amendments. This Agreement may be amended from time to time by parties in a writing signed by each such party to this Agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

SECTION 2.7. Binding Effect. All provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

SECTION 2.8. Captions. Captions to Articles, Sections and subsections of this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or in any way affect the meaning or construction of any provision of this Agreement.

SECTION 2.9. No Third-Party Beneficiaries. This Agreement is solely for the benefit of Warren and Bristol and no other party; provided, however, that the members, principals, managers, officers, employees and agents of Bristol and Warren shall be third party beneficiaries of Section 2.1.

SECTION 2.10. Counterparts. This Agreement and any amendment hereof may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized signatories as of the date and year first above written.

TOWN OF WARREN

By: _____

Date:

TOWN OF BRISTOL

By: _____

Date: