

Intergovernmental Cooperation

JAMES A. COON LOCAL GOVERNMENT TECHNICAL SERIES

NEW YORK STATE
David A. Paterson
Governor

DEPARTMENT OF STATE
Lorraine A. Cortés-Vázquez
Secretary of State

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF LOCAL GOVERNMENT SERVICES
ONE COMMERCE PLAZA
99 WASHINGTON AVE
10TH FLOOR, SUITE 1015
ALBANY, NEW YORK 12231-0001

(518) 473-3355

<http://www.dos.state.ny.us>

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INTRODUCTION

Local governments are not strangers to the economic problems that now confront the nation. Deficits, federal retreat, and consensus against new taxes collide with continuing constituent expectations for maintenance of government services. The result is a permanent fiscal dilemma which pursues most local officials, and makes the business of managing government more difficult than ever before.

Over the years New York's local governments have tackled the problem of management by adopting a number of creative strategies. One of the most successful of these strategies is intergovernmental cooperation. In its broadest sense intergovernmental cooperation embraces a variety of formal and informal arrangements that local governments have entered into to deliver basic services. Hundreds of such agreements are in effect today throughout the State.

The purpose of this document is to discuss possible reasons for considering formal intergovernmental cooperation, offer practical and legal considerations, and give examples of contract language in use by local governments. Informal agreements will not be discussed in detail because these, by their nature, are more diffuse and do not lend themselves well to summary. In addition, should local governments desire further study of their specific needs, the Department of State is prepared to offer:

- Examples of existing intergovernmental contracts on file at the Department.
- Assistance in reviewing the practicality of entering into specific cooperative agreements.

For further information contact:

NYS Department of State
Division of Local Government
Albany, NY 12231
(518) 473-3355

DEFINITION

Many local governments, in their search for new methods of reducing expenditures and maintaining the quality of services, are reviewing their service delivery systems, setting priorities and determining which services can be provided through alternative arrangements.

Alternatives for service delivery that may be used by local governments include: contracting with private firms, voluntary organizations or neighborhood groups; franchising; subsidizing to direct service providers; using donated labor; establishing fees and user charges to cover the costs of service operation; and negotiating intergovernmental cooperative agreements. The use of cooperative agreements to provide services is one of the most useful alternatives available to local governments.

Intergovernmental cooperation may be defined as an arrangement between two or more governments for accomplishing common goals, providing a service or solving a mutual problem. Examples of cooperation range from informal undertakings and/or the exchange of information or equipment, to more formal arrangements, including binding legal agreements. Surveys undertaken by the New York State Department of State in 1981 and 1982 revealed that governments in the State maintain many hundreds of both formal and informal cooperative agreements with other governments.

Municipal officials in New York enjoy broad authority to enter into cooperative intergovernmental agreements. Basically stated, governments may perform any function or service jointly which they may perform individually. This gives government officials wide latitude to develop joint activities and to enter into contractual agreements. The source of this authority is Article 5-G of the General Municipal Law, which provides that "municipal corporations and districts shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the

other of their respective functions, powers, and duties on a cooperative or contract basis or for the provision of a joint service or a joint water, sewage or drainage project.” Attached to this authority is the requirement that if a municipality is required to have a public hearing, referendum or consent of another governmental agency before it may establish a function, then the same is required if it does this in cooperation with another municipality.

Article 5-G was enacted by the Legislature in 1959. Other legislation has been adopted over the years permitting cooperation in specific areas. Many of these specific area laws may still be useful in certain circumstances, but they have been supplanted to a great extent by the much broader grant of authority contained in Article 5-G.

BASIC CONSIDERATIONS

There are many reasons to consider intergovernmental cooperation. The desirability of cooperative effort among governments depends upon the activity under consideration, the size of the jurisdictions, probable economies, issues of home rule and several other factors. The advantages and disadvantages of cooperation vary in each community. What may be appropriate in one government may be inappropriate in another. Each government should consider its particular set of circumstances when weighing the possibility of entering into cooperative agreements.

Governments may form joint municipal survey committees to study and plan cooperative measures. Article 12-C of the General Municipal Law authorizes formation of joint survey committees for this purpose. Survey committees may be formed by any combination of two or more of the following: counties outside the City of New York, cities, towns, villages or school districts. The statute authorizes governments to make surveys and studies to aid the cooperative solution to local government problems.

While intergovernmental cooperative agreements can be negotiated without forming a study

committee, a more complex proposal -- such as forming a joint police force -- may require detailed study and analysis of administrative, fiscal, legal and political considerations. In such circumstances study committees may be indispensable. While composition of committees varies, a few general rules are noteworthy:

- The size of a committee should not be unwieldy. A maximum of eight to ten members is usually considered adequate.
- Citizens should be represented to voice community concerns about the proposed agreement. Some citizens -- business people, lawyers or accountants, for example -- may have special skills which could prove useful to a study. Citizen participation is particularly helpful when sensitive government activities are under study, such as police or fire services.
- Active participation in a study is time consuming and committee members should not be over committed to other activities.

Entering into a formal intergovernmental cooperative agreement is a significant step. While different conditions encourage cooperation, several basic considerations recur among those municipalities that enter into agreements.

Economies of scale. A number of services performed by governments lend themselves to attaining economies of scale, whereby unit costs of the services decrease as the volume of the services increase; these services present opportunities for cooperation. Examples of such services are found in public works. Capital facilities, such as water and sewage treatment plants and incinerators, often show decreasing unit costs for construction and operation up to an optimum point. Supplies, materials and equipment can often be purchased for substantially less if bought in quantity. A data processing installation, justified in a larger jurisdiction, could service smaller governments

economically incapable of financing their own equipment.

Convenience. Cooperation may be sought when one government can more easily perform a task. One common example is contracting for town highway departments to plow county roads. The proximity of town highway departments to the task and their familiarity with local road systems may yield more efficient performance.

Unequal distribution of natural resources. Natural resources such as water, sand and gravel are not equally available in every jurisdiction. These resources are required by governments to fulfill the needs of their communities. Contracting for water service between municipalities is the most common example of this type of agreement.

Surplus facilities. Population decline, shifting local priorities, or other changes may leave municipalities with surplus physical facilities. Contracting for or sharing facilities, such as office space, often yields savings. Village and town governments in some instances share single municipal buildings to house the administrative operations of both municipalities.

Duplication of services. Municipalities may reduce duplication of services in a number of areas. Certain police services, for example, can be shared by establishing single dispatching centers, combined investigative teams or coordinated road patrols. Fire and ambulance dispatching services can also be centralized. County and city offices of Sealers of Weights and Measures often are combined into single operations.

SERVICE AND JOINT AGREEMENTS

Although some agreements require little more than a handshake, many situations advise against informality. These usually involve complex administrative, financial and legal arrangements. Formal cooperative agreements may be divided into two categories:

- A formal written agreement between governments in which one local government contracts with another to provide a service at a stated price, is known as a service agreement.
- A formal written agreement in which participating governments agree to share in the performance of a function or the construction and operation of a facility, is known as a joint agreement. Such an agreement usually provides for significant participation by each of the local governments.

Choosing a form of cooperative agreement is a local option. There are, however, some guidelines to consider in choosing a form.

Joint agreements usually imply a rough equality among the participants with regard to resources and facilities, so that the potential contribution of each is similar. For example, joint provision of fire service by a large city and a few small suburban towns might be difficult to implement, whereas development of joint water supply by two neighboring villages of similar size would be more feasible.

Conversely, intermunicipal service agreements may be more appropriate where the participants are substantially different in size or capability, or where other elements of mutuality are absent. Also, the contractual form is better suited where a readily definable “commodity” is being provided. Data processing and many public works functions such as water supply, sanitary sewer service and refuse disposal are examples of such commodity services.

Although some services are better suited to joint or contractual agreement, no set rule regulates the use of either form. Decision should follow intensive study by participants, including consideration of the experiences of other municipalities, and possible alternatives.

There are situations in which simple cooperative arrangements will not work, because highly

complex administrative and financial arrangements are required. For example, at least two cases can be cited where efforts were made to establish a police agency serving several municipalities under a contractual agreement. Each proposal became so complex and unwieldy in its legal, administrative and financial aspects that it fell of its own weight. Similar examples can also be found in instances where large-scale public works efforts were considered.

SERVICE AGREEMENTS

One form of formal cooperation is a service agreement; one local government contracts with another to provide service at a stated price.

Before entering into a contract, both governments should examine certain aspects of the agreement and ask certain questions. The advice of legal counsel is highly desirable throughout this process.

The receiving government should consider whether it can economically perform the service itself, or whether a service agreement will be less costly. If a service contract proves a favorable alternative, then consideration should be given to whether the supplier government will be able to meet the quality and standard of service desired, and also whether the service contract will adversely affect the ability of the receiving government to perform other functions. Similarly, the supplier government should strongly consider the effect that the proposed contract would have on its ability to provide services to its own residents.

Although contracts must be tailored to specific local requirements, most will contain basic elements:

Nature of the agreement. The first sections of a contract will often identify the governments involved, describe the type of service to be performed, explain the reasons for entering into the contract and cite the statutory authority for the arrangement. It is often helpful to include definitions of key terms in the contract language.

Scope of service. Performance standards for the proposed service and limitations on the service's availability should be clearly stated. For example, in contracts dealing with water supply and sewage treatment services, the maximum quantities which may be received or transmitted should be specified. Peak needs should receive detailed consideration. Limitations such as maximum daily flows, the type of sewage which may be received and other special qualifications or restrictions should be clearly set forth.

Similarly, where the service will not be available on a 24-hour-per-day, seven-day-per-week basis, the times when the service will be available should be stated. Provision should also be made for situations where service levels may be reduced, due to unusual circumstances.

Service charges. Service contracts should clearly spell out the amount, times and manner of payments, as well as the manner in which charges will be developed. Governments enjoy wide latitude in developing fees or charges. Charges may, for example, be levied as flat rates (either daily, weekly or otherwise), actual "out-of-pocket" expenses, population or assessed valuation based or a combination of these and other factors.

For example, it is fairly common for a government supplying water to another under contract, to charge the latter higher rates than are charged users within the supplier's boundaries. Often, higher rates are levied to recover capital costs incurred during development of the water system. A government providing water service to another may thus amortize certain of its capital costs in its fee structure by charging the receiving government's users more than it charges its own.

If a contract covers a fairly long term, a provision should be included to provide for renegotiation of service charges at periodic points during the term. If the service is supported by user charges within the supplier's boundaries, an alternative to renegotiation is to increase the contract price by

the same percentage as the supplier's user charges are increased.

Liabilities of the parties. Contracts should specify the extent to which either or both of the contracting parties are liable for damage to persons or property. For example, a town contracting with a village for police services can include specific provisions to cover responsibility for claims arising from police actions, thus avoiding future problems and disputes.

Contract term, amendment and termination. Contracts should clearly state the duration of the agreement, circumstances under which it may be terminated, and procedures for amendment.

Although the term of a contract may be influenced by a number of factors such as the type of service involved or the financial and operating condition of the parties, a long-term contract may prove to be advantageous if adequate provision is made for amendment. A long-term contract might provide for mandatory consideration of amendments or complete renegotiation after a specified period of time or under specified conditions.

If a long-term contract is not desired, consideration might be given to provisions allowing automatic renewal so that the arrangement would terminate only when one party notifies the other in writing that it wishes to end the agreement. Such a provision allows a continuity of service, as long as it is mutually advantageous, without "locking in" either party to a situation which may become undesirable. In either case, the supplier government should ensure that the capital costs associated with providing the service outside its boundaries are met.

JOINT AGREEMENTS

A joint agreement is a second type of formal cooperative arrangement. This differs from a service agreement because participating governments agree that they will share the performance of a function or the construction and operation of a facility. A joint agreement usually provides for significant participation by each of the

contracting governments.

Joint agreements may take a variety of forms. They may be as simple as a mutual aid agreement between two neighboring fire departments or as complex as the development and operation of a joint water supply for a number of governments. Some agreements may provide for designating one of the participating governments as the operating government with responsibility for securing needed personnel and materials, while others may provide that each of the participants share equally in supplying the personnel and material needs of the joint enterprise.

All counties outside the City of New York and all cities, villages, towns and school districts are empowered to enter joint operating agreements. Agreement requires a majority vote of the governing body of each participant, and any referendum or special consent required by law for an individual government to provide a service is also required for joint operation of the service.

Because an agreement for joint service delivery is a contract, the previous discussion of service contract elements should prove helpful in drafting appropriate sections of a joint agreement. In addition, a number of other considerations are unique to joint agreements.

Governing body. Where a joint governing body is created to administer a joint service, the agreement should specify the composition of the governing body, method of selection of its members, and selection and duties of its officers. The contract should also spell out the authority and responsibilities of the governing body, number and frequency of meetings, and procedures for calling special meetings.

Personnel. Staffing a joint enterprise may be accomplished by two general methods. In the first, each of the participating municipalities employs an appropriate portion of the work force of the joint agency. This alternative is quite simple, and does not disturb existing personnel

practices. But it does have significant disadvantages where the salary scales and benefits offered employees vary widely among the participants.

The second alternative is designation of one government as employer for all staff of the joint agency. This option, while somewhat more difficult to construct, provides a uniform personnel system.

Although either of these options may be less desirable than the joint agency itself acting as an employer, their use is virtually mandated by Federal Social Security regulations which require that employers be political subdivisions. Joint agencies, with certain exceptions, cannot hold this status.

Whichever option is chosen, the agreement should provide for reimbursement to employing municipalities for costs related to employment of joint agency staff and for incidental increased administrative costs.

Civil service administration of a joint agency will vary with the particular circumstances of the agreement. When all the participating governments are located within the same county, the agency administering civil service for the county will provide this service to the joint agency, except where otherwise provided by law. However, where a city is a participant in the arrangement, the appointing authority of the joint enterprise may, within 60 days of establishing the agency, elect to vest authority with the civil service body of the city.

Where the participants include two or more counties or are located in two or more counties, the appointing authority of the joint enterprise may select to have civil service administration provided by one of the participating counties. In the event that the appointing authority of a newly established public agency fails to make a selection within ninety days after the effective date of the establishment of the joint enterprise, civil service administration will be provided by the civil service commission or personnel officer in the county in which the greater or greatest territorial area of the joint agency is located.

Financial considerations. Allocating service costs among participating municipalities can be the most significant difficulty faced in implementing a joint agreement. Accordingly, the formal agreement should clearly spell out the method or methods of apportioning costs.

The statutes authorizing intergovernmental agreements provide a number of options for apportioning costs, including basing charge-backs upon full value of real property, services received or rendered, benefits received or rendered, or a combination of these. The statutes further provide that “any other equitable basis” may be used for allocating costs.

Where the apportionment of capital and operating costs differ, the agreement should state both methods of computing charge-backs. If service charges are utilized to defray all or part of the expenses of the joint operation, the agreement should specify the role service charges play in financing the operation. Further, the agreement should detail how and when service charges will be levied, and against whom. In all cases, the contract should state the basis for developing the service charges structure.

The contract also should detail fiscal procedures for administering the joint service. The fiscal officer of one of the participating municipalities should be designated as fiscal officer for the joint agency. The fiscal officer should have custody of all funds made available for expenditure by the agency, as well as authority to make payments subsequent to audit by the appropriate auditing official or body. The contract should state the means by which the fiscal officer is chosen, and should delegate necessary powers with respect to receipt, custody, audit, and disbursement of funds. These powers, and the agency’s accounting system, should be in compliance with the requirements of the State Department of Audit and Control.

The contract should define: timing and methods for preparing and adopting a budget for a joint agency; number of votes required for the governing body to recommend the budget to participating governments; responsibilities of participating governments for reviewing, revising and approving the proposed budget; and procedures for amending the budget and transferring funds.

If the joint agreement requires incurring debt, the contract should specify the type of obligations to be issued. Debt may be incurred in two basic ways. First, one or more of the participating governments may issue its own obligations to finance the required capital expenses, and turn the proceeds over to the fiscal officer of the joint agency. Under this arrangement, the issuing governments are responsible for the debt and debt service charges. The debt so incurred is charged against the debt limit of the issuing government, even though the debt was incurred for a joint activity. If this arrangement is chosen, the joint agreement should clearly specify obligations of the parties to reimburse the issuing municipality for debt service charges.

A second alternative is for the participating governments to jointly contract required debt. Under this option, the debt would be allocated among the participants according to the terms of the joint agreement. In this arrangement all parties are jointly liable for the full amount of the obligations, although only a government's allocated portion will appear on its debt statement.

Although not required, governments can seek approval of the debt allocation formula from the State Comptroller. This approval makes the allocation conclusive.

Property considerations. Joint agreements should describe property arrangements. There are three basic ways to handle property:

1. Property may be acquired by the participants, each holding title as tenants in common. Each may have an interest proportional to its

contribution, as specified in the agreement;

2. Property may be acquired by one of the participants, and leased to the joint agency;

3. Participants may hold title to the property as joint tenants. This latter arrangement may have utility where not all of the participants are eligible for tax exemption. Since joint tenancy involves an undivided interest in the entire property, a tax exemption available to one participant would extend to the entire value of the property.

In addition to defining ownership of property, the agreement should provide for its disposition upon termination of the agreement, as well as for disposition of portions in the event one or more participants terminate the contract.

ILLUSTRATIVE CONTRACT CLAUSES

Agreements between local governments in which certain functions are performed, either among themselves on a shared basis or one for the other, are best implemented by a formal written agreement which identifies the duties and obligations of all parties in the agreement.

This section will discuss various elements of such agreements and give examples of contract language illustrating each point.

A number of local governments have cooperated in preparing this document by supplying copies of their intergovernmental agreements.

It is important to note that the language used in this section is illustrative and may only be effective in particular situations. The municipal attorney should always be consulted at every stage of developing a cooperative agreement. **Under no circumstances should these sample clauses be used without legal consultation.**

Introductory clauses. The first part of an agreement commonly consists of "whereas"

clauses which identify the parties, the rationale for entering into the agreement, the problem and its proposed solution, and the statutory authority under which the particular type of agreement is authorized.

Most cooperative agreements are entered into pursuant to Article 5-G of the General Municipal Law, which provides broad authority for the joint provision of any municipal facility, service, activity, project or undertaking, or the joint performance or exercise of any function or power which each municipal corporation has the power to perform or exercise by itself. However, several specific statutes may be utilized to enter such agreements in particular areas. Examples of these statutes are:

1. Ambulance services and emergency medical service -- General Municipal Law, Section 122-h
2. Common water supply -- General Municipal Law, Article 5-B
3. Common drainage facilities -- General Municipal Law, Article 5-F
4. Youth programs -- Executive Law, Section 422
5. Fire training centers -- General Municipal Law, Section 209-2

Following are examples of introductory clauses, which set the stage for the more technical operative clauses of the agreement.

Parties

-- Agreement made (date), by and between the Town of _____, hereinafter called the "Town" and the Village of _____, a municipal corporation, hereinafter called the "Village";

-- WHEREAS, the Board of Trustees of the Village of _____ and the town boards of the Towns of _____ and _____, all located in the County of _____, New York, deem it in the

best interest of the residents of the respective governments to jointly provide a _____ operation for use by and for their respective residences;

-- This Agreement entered into this (date) between the Town of _____ hereinafter known as the Party of the First Part and the County of _____ hereinafter known as the Party of the Second Part;

-- An Agreement between the County of _____ and certain municipalities located therein for the establishment of a cooperative means of conducting _____ activities;

-- This Agreement made and entered into this (date) by and between the following municipalities, the Village of _____, the Village of _____ and the Town of _____ hereinafter referred to as Parties, all municipal corporations of the State of New York;

Rationale

Often, other rationale appear to set forth the reason for which the agreement is entered into or the problem which the agreement hopes to solve.

-- WHEREAS, the purpose of the Agreement to establish a legal mechanism through which the County may act as an urban county to apply for, receive and disburse federal funds available to such urban counties under (federal statute) and to take such actions in cooperation with the participating municipalities herein as may be necessary to participate in such federal program;

-- WHEREAS, the Town owns and maintains an incinerator and dump for the incineration, disposal and dumping of garbage and refuse; and (Whereas) the Village provides garbage and refuse collection service for its residents and requires a means and place for the disposal of such waste; and (Whereas) the Town is willing to make available to the Village its incinerator and dump;

-- WHEREAS, there is no public swimming facility available for residents within the geographic limits of the Town or Village;

-- WHEREAS, it has been determined that the proposed cost of creating, maintaining and operating a satisfactory disposal site and operation thereof would be too costly to be carried on by any one of the parties hereto;

-- WHEREAS, the Village maintains a Police Department, as a general Village expense to all residents of such Village; and (Whereas) the Town is desirous of obtaining certain police services for the benefit of residents of the Town, outside the Village;

-- WHEREAS, in order to promote the general welfare and provide for the public health by providing sewer treatment and collection services for residents and taxpayers at the least possible cost, according to professional engineering criteria;

-- WHEREAS, the City owns and operates a plant for the production and supply of water and is willing to sell surplus water to the Town, and

(Whereas) the Town proposes to form a Water Improvement Area for the entire Town of _____ consisting of facilities for water storage and a bulk water transmission system with a source from the City, and

(Whereas) the Town proposes to sell said City water to the residents of and other users in the Town Water Improvement Area, and also to third parties outside the Town Water Improvement Area, and

(Whereas) the City agrees to sell surplus water to the Town and the Town agrees to purchase same;

Statutory authority

The contract's statutory source should be set forth to avoid confusion about the authority under which local governments are acting.

-- WHEREAS, pursuant to Article 5-G of the General Municipal Law the Village and Town are authorized to enter into a Municipal Cooperation Agreement with respect to police services;

-- WHEREAS, Section 135-a of the Highway Law provides that a County or its Superintendent of Highways may contract with any Town for the removal of snow from roads or for sanding or otherwise treating them for the purpose of removing the danger of snow and ice;

-- THIS AGREEMENT, for the furnishing of fire protection and emergency ambulance services to a fire protection district pursuant to the provisions of Section 184 of the Town Law and Sections 209 and 209-d of the General Municipal Law;

-- WHEREAS, the parties hereto have established a joint recreation commission pursuant to Section 244-d of the General Municipal Law of the State of New York.

-- WHEREAS, in a spirit of cooperation and pursuant to the provisions of Section 256 of the Education Law of the State of New York, the parties hereto have reached an agreement whereby residents of the Town of _____ shall have free access to the City of _____ Public Library and be entitled to all the privileges thereof;

Service provided or jointly performed. Planned services should be set forth as specifically as possible so that each of the parties is fully aware of its duties and responsibilities under the agreement.

-- The Town agrees to remove the snow from, apply sand and salt, or other material on, and where the (Highway) Superintendent deems it necessary, erect snow fences within the right-of-way of county roads during the period September 1 to April 20 of each year that this contract is in effect.

-- The Town agrees to supply all labor, machinery, tools and equipment in the performance of the work under this contract.

-- The Village hereby agrees to and shall provide to the Town, emergency police services required by sudden, unexpected happenings or by unforeseen occurrences or conditions as defined herein.

-- The Village shall provide to the Town the services of a "juvenile officer" in the same manner and to the same extent that the services of said "juvenile officer" are available to the Village.

-- WHEREAS, all parties hereto have certain highway, non-highway and speciality equipment which is not always being used, and

(Whereas) it is possible to make such equipment available for use by the other Parties, and

(Whereas) such exchange of equipment may result in more effective work performance at minimal extra cost, and

(Whereas) all parties will have authorized their respective highway, public works and/or fire alarm superintendents as the case may be, hereinafter referred to as the Superintendents, to act pursuant to this Agreement;

-- The Party of the Second Part shall, for a period of one year from January 1st, to December 31st, furnish and provide said fire district with fire protection, and shall be subject to call for attendance upon any fires occurring in said district and shall promptly respond and attend upon such fires and at such fires shall proceed diligently to the extinguishment of the same and the saving of life and property in connection therewith.

-- The Party of the Second Part shall provide general ambulance service for the _____ Fire District for the purpose of transporting any sick, injured or disabled persons found within the area of the _____ Fire District to a local hospital, and such sick, injured or disabled persons may be transported

to any hospital, clinic, sanitarium or any other place within a radius of _____ miles as measured in a straight line from the Fire House located at _____.

-- The Village agrees to furnish water to the Town for said Water Districts and to pump into the existing reservoir or mains of the Town. In times of necessity and emergency, such as fire and draining of reservoir, the Village shall be permitted to draw water from the Town's reservoir.

-- The City agrees to supply the Town with filtered water which is potable, of good quality and treated according to present or future requirements of the State Department of Health or any other governmental body having jurisdiction or control of public water supply.

-- The Town agrees to install a transmission main from the City Water Plant to the City Reservoir located at _____, in the City of _____ and the Town shall therefore install a master meter at or near a point where the Town shall construct its transmission line.

-- The County does hereby grant to the Town and Village the right, license, privilege and permission to maintain a landfill operation in and on a certain tract of land described herein with the right and privilege to dump and fill in said land, garbage, ashes, and refuse, until said land is property filled, but in no event for a term of more than ten years.

-- The Parties of the Second Part will operate a joint landfill operation on the premises described herein, and each of said municipalities shall be jointly and severally responsible for the proper conduct and operation of such landfill.

-- The County will provide and maintain a shelter or pound for seized dogs, will properly care for all dogs in such shelter and will humanely authorize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelters shall

be under the care and charge of a competent employee and shall be open to the public at all reasonable hours.

Financial arrangements. Financial duties and obligations should be set forth specifically in all intergovernmental agreements.

-- The Town and Village agree to jointly purchase the _____ school property owned by the _____ Central School District for the sum of \$_____.

-- The formula for allocating the costs of said capital acquisition shall be on an equal fifty percent basis; the levying of taxes or assessments to pay such costs and whether said cost shall be borne by the entire area of the respective municipality or on a part thereof which is to benefit shall be determined upon the adoption of any appropriate resolution.

-- The Town of _____ will annually contribute the sum of \$_____ to said program.

-- The Village of _____ will annually contribute the sum of \$_____ to said program.

-- The Village Treasurer of the Village of _____ will be the custodian of the funds for said program and provide annually an account of said fund to each of the parties.

-- It is estimated that it will cost approximately \$15,000 to prepare and operate the pool for the 19__/20__ season. The parties agree to equally share all costs of preparation, operation, maintenance and staffing and for that purpose shall appropriate the monies necessary therefor, which shall be expended in accordance with the estimated budget annexed hereto as Exhibit A. Any additional monies necessary to properly operate, maintain and staff the pool shall be paid only upon the consent and agreement of both municipalities.

-- The Town agrees to keep, during the period of this contract, an itemized record of daily operations, on a form to be provided by the Superintendent of Highways, and to submit such completed form

together with a certified voucher noting the cost of labor, machinery, tools and equipment herein to the Superintendent between April 20 and July 1 of each year that this contract is in effect. It is understood by the Town that no payment will be made pursuant to this contract until said form and voucher are approved by the Superintendent. It is further understood by the Town that payment will only be made for those costs which are determined by the Superintendent to be within the intent and scope of this contract.

-- The cost of the sanitary landfill shall be allocated among the several governmental units herein as follows:

-- Each unit shall pay its share based on the population of the unit, as such population shall be a percentage of the total population of the area covered, and the 19__/20__ Federal Census shall be used to compute such figures.

-- The Town agrees to pay the Village: (1) for each sick or injured person found within its boundaries and transported by the Village ambulance to a destination inside the Village a basic charge of _____ dollars plus _____ dollars for each mile traveled, measured from the point of pickup of the sick or injured person to the point of destination; (2) for each person transported by the Village ambulance to a destination outside the Village a basic charge of _____ dollars plus _____ dollars for each mile traveled measured from the point of pickup to a point of destination; (3) a sum equal to the charge set forth in (1) above, if the ambulance is called to the Town but the patient either refuses to be transported or cannot be found; (4) for each resident of the Town transported from the _____ Hospital or other medical or nursing facility within the Village to a destination outside the Village a basic charge of _____ dollars and _____ dollars for each mile traveled, measured from the point of pickup to the point of destination and if to a destination inside the Village a basic charge of _____ dollars and _____ dollars each mile traveled measured from

the point of pickup to the point of destination.

-- Local costs of annual operation and maintenance of said Sewage Treatment Plant shall be shared by the parties hereto in proportion to the annual sewage flow contributed by each. Sewage flow shall be monitored at appropriate points for the purpose of determining the gallonage contributed by the Village and by the Town. The annual share of operation and maintenance expenses to be contributed by the Town shall be computed on the basis of flow contributed by each party during the Village's fiscal year, or any fraction thereof.

-- The parties hereto further agree that the Town shall annually reimburse the Village for a portion of the Village's capital costs of said Sewage Treatment Plant, which annual reimbursement shall be based upon the following formula:

Village's Capital Costs (Local Share)	Percent of Flow Contributed by Town	=	Annual Reimbursement by Town
<hr style="width: 100%; border: 0.5px solid black;"/>	X		
Estimated Useful Life of Sewage Treatment Plant			

Indemnification. Finally, the agreement should spell out provisions for insurance or for the indemnification of one or more of the parties.

-- The Village hereby agrees to save the Town harmless from any claim or cause of action which may arise out of this Agreement and the Town in like manner agrees to hold the Village harmless.

-- When the School District grants permission to the Town to use facilities of the School District, the Town will notify its insurance carrier or carriers that the School District is to be named as an additional insured on its liability policy or policies for the duration of the swimming, athletic, or educational program.

-- The Party of the Second Part agrees to provide and carry adequate insurance approved by the Party of the First Part, protecting and indemnifying the

Town fire protection district from any and all liability or claims for injury or damage to third persons or property as a result of actions of the fire company or its members. The cost of providing insurance for firemanic benefits payable under Section 205 of the General Municipal Law or any amendments thereto or substitute therefor shall be assessed to said fire protection district.

-- Party of the First Part covenants and agrees that it will obtain and maintain in full force and effect throughout the term of this agreement, or any extension thereof, insurance providing benefits under the Workers' Compensation Law of the State of New York for the benefit of the Party of the Second Part, or in the alternative, Party of the First Part will by virtue of participation in a county plan, or otherwise, cause to be obtained and maintained in full force and effect throughout the term of this agreement, or any extension thereof, insurance providing benefits under the Workers' Compensation Law of the State of New York for the benefit of the Party of the Second Part.

-- Each Party shall carry liability insurance covering its own equipment, including the operator. Such insurance shall protect both the owner of the equipment and the Party receiving or accepting service from any liability in the event of any claim arising during any exchange pursuant to this Agreement.

-- The Village of _____ shall save and hold harmless the County of _____ and shall assume all risk and liability for such signs, signals and markings installed by the County and for the use and operation thereof and for damage for injuries or death to persons or property however arising therefrom or because thereof, excepting the active negligence of the County.

James A. Coon

The James A. Coon Local Government Technical Series is dedicated to the memory of the deputy counsel at the NYS Department of State. Jim Coon devoted his career to assisting localities in their planning and zoning, and helping shape state municipal law statutes.

His outstanding dedication to public service was demonstrated by his work and his writings, including a book entitled *All You Ever Wanted to Know About Zoning*. He also taught land use law at Albany Law School. His contributions in the area of municipal law were invaluable and as a result improved the quality of life of New Yorkers and their communities.

For further information, contact the DOS Division of Local Government at (518) 473-3355.