

# **Intergovernmental Cooperation**

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**JAMES A. COON LOCAL GOVERNMENT TECHNICAL SERIES**

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## INTRODUCTION

Local governments are not strangers to the economic problems that often 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 together with assistance in reviewing the practicality of entering into specific cooperative agreements.

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## DEFINITION

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

Alternatives available to local governments for service delivery include: contracting with private firms, using volunteer organizations or neighborhood groups; franchising; subsidizing direct-service providers; using donated labor; 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 or among two or more local governments for achieving 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 have revealed that local governments in New York maintain many hundreds of both formal and informal cooperative agreements between or among themselves.

Municipal officials in New York enjoy broad authority to enter into cooperative intergovernmental agreements. Under Article 5-G of the General Municipal Law all counties outside the City of New York and all cities, towns, villages and school districts may enter into agreements with one another to perform any function or service jointly that they are otherwise empowered to perform individually.<sup>1</sup> This authority gives local government officials wide latitude to develop joint activities and to enter into contractual agreements.

The statute also provides that if a municipality is required to conduct a public hearing, hold a referendum, or obtain consent of another government agency before it may establish a function or service, then the same is required if it does this in cooperation with another municipality.

Article 5-G was enacted in 1959. Other legislation

has been adopted over the years, permitting cooperation in specific areas.<sup>2</sup> While Article 5-G probably provides sufficient legal authority in all situations, it may be useful to cite these other statutes that authorize alternative mechanisms for entering into cooperative agreements, as appropriate.

## **BASIC CONSIDERATIONS**

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

Local governments may also form joint municipal survey committees to study and plan cooperative measures.<sup>3</sup> 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 local governments to undertake surveys and studies to aid in the cooperative solution of 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 the composition of committees may vary, 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.

-Lay citizens should be included to voice community concerns about the proposed agreement. Some citizens--businesspersons, engineers, 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; committee members should not, therefore, be overcommitted 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 local governments lend themselves to economies of scale, whereby unit costs of the services decrease as their volume increases; 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 large quantities. A data processing installation, justified in a larger jurisdiction but not in a small town, could instead jointly serve a number of small localities that might be economically incapable of financing their own equipment.

**Convenience.** Cooperation may be sought when one local government can more easily perform a task than another. One common example is the contract arrangement by which town highway departments 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 local governments to fulfill the needs of their communities. Contracting for water service between or among municipalities is the most common example of a cooperative

agreement.

**Surplus facilities.** Population decline, shifting local priorities, and 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.

## **FORMAL COOPERATIVE 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 or among governmental units, 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 local 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 one of the above forms is a local option. There are, however, some guidelines to consider:

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 a joint water supply by two neighboring villages of similar size may be significantly 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. This type of agreement is also better-advised 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.

The decision as to which type of agreement to use will depend on the situation and the needs and character of each participating municipality. This decision should therefore be preceded by intensive study by the 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**

Before entering into a service agreement, the participating local governments should examine all aspects of the issue and ask certain questions. The advice of legal counsel is highly desirable throughout this process.

The potential recipient local 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 to be a favorable alternative, then consideration should be given to whether the potential 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 recipient 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 certain basic elements:

**Nature of the agreement.** The first few sections of a contract will often identify the local 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. Provisions should also be made for situations where service levels may be reduced in the event of 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. Governmental units enjoy wide latitude in developing fees or charges. Charges may, for example, be levied as flat rates (daily, weekly or otherwise), actual "out-of pocket" expenses, population, or assessed valuation, or based on a combination of these and other factors.

For example, it is fairly common for a local

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 local government providing water service to another may thus amortize certain of its capital costs in its fee structure by charging the recipient's users more than it charges its own.

If a contract covers a fairly long term, the parties should include a provision that provides 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 increase.

**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.

## JOINT AGREEMENTS

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 local governments. Some agreements may provide for designating one of the participating municipalities as the operating government, having responsibility for securing needed personnel and materials. Others may provide that each of the participants shares equally in supplying the personnel and materiel needs of the joint enterprise.

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.

**Joint agency.** Where a joint body or agency is created to administer a joint service, the agreement should specify the composition of that body, the method of selection of its members and officers, as well as their duties. The contract should also spell out the authority and responsibilities of the joint agency, the number and frequency of its meetings, and procedures for calling special meetings.

**Personnel.** Staffing a joint agency may be accomplished in either of two ways. In the first, each of the participating municipalities contributes 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 local 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 themselves, with certain exceptions, cannot satisfy that requirement.

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 local governments are located within the same county, the county's civil service commission ordinarily provides the service.<sup>4</sup> But where a city is a participant in the arrangement, the law allows a procedure by which the city's civil service commission may perform such service.<sup>5</sup>

Where the participants include two or more counties, or are local governments located in two or

more counties, the participating governing boards may elect to have civil service administration provided by any one of the participating counties.<sup>6</sup> In the event that such agreement is not reached in a timely fashion, such service 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.<sup>7</sup>

**Financial considerations.** Allocating service costs among participating municipalities can be the most significant difficulty in implementing a joint agreement. Accordingly, the 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 thereof. 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, and against whom, service charges will be levied. In all cases, the contract should state the basis for developing the service charge 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 Comptroller's Office.

The contract should define: timing and methods for preparing and adopting a budget for a joint agency; budget-recommendation and voting procedures; 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 local 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 local governments to contract debt jointly. Under this option, the debt is 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 one party's allocated portion will appear on its debt statement.

Although not required, localities 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"<sup>8</sup>. 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 administered by the joint agency;
3. Participants may hold title to the property as joint tenants.<sup>9</sup> This 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.

**Contract term, amendment and termination.**

Contracts should clearly state the duration of the agreement, the circumstances under which they may be terminated, and the procedures for amendment. Under state law an intergovernmental agreement is limited to a duration of five years--or to the legally permissible period of usefulness of any capital improvement called for in the agreement--whichever is longer.<sup>10</sup> A contract should not, therefore, be by its terms open-ended, nor should it call for "automatic" renewals "unless terminated". The contract should instead call for a defined duration that complies with the law, though it may provide for possible comprehensive review and extension by the parties.

The desirable 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; in any case, adequate provision should be made for amendment. A longer-term contract might provide for mandatory consideration of amendments or complete renegotiation after a specified period of time or under specified conditions.

## **ILLUSTRATIVE SAMPLES**

The following pages display illustrative skeletal examples of intermunicipal agreements for a variety of purposes. As they do not contain some of the more particularized types of terms described and suggested above, they should be viewed only as guides to the development of a more comprehensive document.

It is important to note that the language used in these samples is illustrative only, 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 agreements be used in the absence of legal consultation.**

For additional examples, please visit the Department of State's website located at [www.dos.state.ny.us](http://www.dos.state.ny.us).

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<sup>1</sup>The statute provides as follows: "In addition to any other general or special powers vested in municipal corporations and districts for the performance of their respective functions, powers or duties on an individual, cooperative, joint or contract basis, 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...."

<sup>2</sup> Gen. Mun. L. §122-b (ambulance and emergency medical services); Gen. Mun. L., Art. 5-B (common water supply); Gen. Mun. L., Art. 5-F (common drainage facilities); Exec. L. §422(5) (youth programs); Gen. Mun. L. §209-s (fire training centers).

<sup>3</sup> Gen. Mun. L., Art. 12-C.

<sup>4</sup> Civ. Svc. L. §18.

<sup>5</sup>Id. The statute provides for optional selection of the city's civil service commission within 60 days of creation of the joint agency.

<sup>6</sup> Civ. Svc. L. §19.

<sup>7</sup> Id. The agreement must be reached within 90 days, after which the default provision takes effect.

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<sup>8</sup> An arrangement by which two or more parties share common ownership of property, with each having an equal right to possess and use the property and with each having the separate right to sell or convey his share.

<sup>9</sup> An arrangement by which two or more parties share an "undivided interest" in the entire property, with each having an equal right to possess and use the property. The property cannot be sold or conveyed without the agreement of both parties.

<sup>10</sup> Gen. Mun. L., §119-o(2)(j).

## **1. Snow Removal**

THIS AGREEMENT is made (date) by and between the Town of \_\_\_\_\_, hereinafter called the "TOWN" and the County of \_\_\_\_\_, hereinafter called the "COUNTY", and hereinafter collectively called the "PARTIES".

WHEREAS, the TOWN has the facilities, personnel and equipment to perform snow removal and related tasks beyond the performance of such tasks for town roads and property alone; and

WHEREAS, the COUNTY finds it appropriate and cost-effective to contract for such services; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law the TOWN and the COUNTY are authorized to enter into a Municipal Cooperation Agreement with respect to the provision of snow removal services;

NOW, THEREFORE, BE IT HEREBY AGREED by and between the PARTIES, that

The TOWN agrees to remove snow from, apply sand and salt, or other material on, and where the Town 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 AGREEMENT is in effect. The TOWN shall perform such snow removal and related services to the same extent and in the same timely fashion as the TOWN shall perform such services on its own town highways.

The TOWN further agrees to supply all labor, machinery, tools and equipment in the performance of the work under this AGREEMENT.

The COUNTY agrees to reimburse the TOWN for its costs in performing such services, according to the following procedures.

The TOWN agrees to keep, during the period of this AGREEMENT, an itemized annual record of daily operations, on a form to be provided by the County Superintendent of Highways, hereinafter called the "County Superintendent," and to submit such completed form together with a certified voucher noting the cost of labor, machinery, tools and equipment herein to the County Superintendent between April 20 and July 1 of each year that this AGREEMENT is in effect. It is understood by the TOWN that no payment will be made pursuant to this AGREEMENT until said form and voucher are approved by the County Superintendent and that payment will only be made for those costs which are determined by the County Superintendent to be within the intent and scope of this AGREEMENT.

The COUNTY 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 save the COUNTY harmless.

It is understood and agreed that the PARTIES shall each keep in full force and effect, adequate insurance protecting itself from any and all claims for which it shall be liable.

This AGREEMENT shall be in full force and effect from and after \_\_\_\_\_20\_\_ until \_\_\_\_\_20\_\_, unless terminated sooner by either PARTY upon 90 days' notice in writing to the other PARTY.

This AGREEMENT may be amended in any particular by mutual AGREEMENT in writing by and between the PARTIES.

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## **2. Emergency Police Services**

THIS AGREEMENT is made (date) by and between the Village of \_\_\_\_\_, hereinafter called the "VILLAGE" and the Town of \_\_\_\_\_, hereinafter called the "TOWN", and hereinafter collectively called the "PARTIES".

WHEREAS the VILLAGE has the facilities, personnel and equipment to perform emergency police services covering the area of the TOWN outside the VILLAGE; and

WHEREAS, the TOWN finds it appropriate and cost-effective to contract for such services; and

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

NOW, THEREFORE, BE IT HEREBY AGREED by and between the PARTIES, that

The VILLAGE 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. Such occurrences or conditions shall include the following or any combination thereof:

immediate threat to persons or property, or to the free flow of highway travel, due to accidents or severe weather, wind or flooding;

public safety emergencies due to suspected criminal activity;

fire or explosion, or the imminent possibility thereof; and

crowd control.

The TOWN agrees to promptly notify the proper VILLAGE representatives as soon as practicable following the onset of any such occurrence or condition and the need for such services.

Within the resources available to it, the VILLAGE further agrees to supply all personnel, machinery, tools and equipment in the performance of the services under this AGREEMENT.

The TOWN agrees to reimburse the VILLAGE for its costs in performing such services, according to the following procedures.

The VILLAGE agrees to keep, during the period of this AGREEMENT, an itemized annual record of daily operations, on a form to be provided by the Town Clerk, and to submit such completed form together with a certified voucher noting the cost of labor, machinery, tools and equipment herein to the Town Clerk between July 1 and September 1 of each year that this AGREEMENT is in effect. It is understood by the VILLAGE that no payment will be made

pursuant to this AGREEMENT until said form and voucher are approved by the Town Board and that payment will only be made for those costs which are determined by the Town Board to be within the intent and scope of this AGREEMENT.

The VILLAGE 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 save the VILLAGE harmless.

It is understood and agreed that the PARTIES shall each keep in full force and effect, adequate insurance protecting itself from any and all claims for which it shall be liable.

This AGREEMENT shall be in full force and effect from and after \_\_\_\_\_20\_\_ until \_\_\_\_\_20\_\_, unless terminated sooner by either PARTY upon 90 days' notice in writing to the other PARTY.

This AGREEMENT may be amended in any particular by mutual AGREEMENT in writing by and between the PARTIES.

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### 3. Fire Protection and Ambulance Service

THIS AGREEMENT is made (date) by and between the City of \_\_\_\_\_, hereinafter called the "CITY" and the \_\_\_\_\_ Fire District, hereinafter called the "FIRE DISTRICT", and hereinafter collectively called the "PARTIES".

WHEREAS, the CITY has the facilities, personnel and equipment to perform fire protection and general ambulance service beyond the performance of such tasks within the boundaries of the CITY alone; and

WHEREAS, the FIRE DISTRICT finds it appropriate and cost-effective to contract for such services within the portion of the FIRE DISTRICT bounded and described on the map attached to and made a part of this AGREEMENT; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law the CITY and the FIRE DISTRICT are authorized to enter into a Municipal Cooperation Agreement with respect to fire protection and ambulance service;

NOW, THEREFORE, BE IT HEREBY AGREED by and between the PARTIES, that

The CITY agrees to provide the FIRE DISTRICT with fire protection and general ambulance service within the described area. The CITY shall, in particular,

be subject to call for attendance upon any fires occurring in said area 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; and

provide general ambulance service for the purpose of transporting any sick, injured or disabled persons found within said area 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 CITY further agrees to supply all labor, machinery, tools and equipment in the performance of the work under this AGREEMENT.

The FIRE DISTRICT agrees to reimburse the CITY for its costs in performing such services, according to the following procedures.

The CITY agrees to keep, during the period of this AGREEMENT, an itemized annual record of daily operations, on a form to be provided by the Fire District Secretary, and to submit such completed form together with a certified voucher noting the cost of labor, machinery, tools and equipment herein to the Secretary between July 1 and September 1 of each year that this AGREEMENT is in effect. It is understood by the CITY that no payment will be made pursuant to this AGREEMENT until said form and voucher are approved by the Board of Fire

Commissioners and that payment will only be made for those costs which are determined by the Board to be within the intent and scope of this AGREEMENT.

The CITY agrees to save the FIRE DISTRICT harmless from any claim or cause of action which may arise out of this AGREEMENT and the FIRE DISTRICT in like manner agrees to save the CITY harmless.

It is understood and agreed that the PARTIES shall each keep in full force and effect, adequate insurance protecting itself from any and all claims for which it shall be liable.

This AGREEMENT shall be in full force and effect from and after \_\_\_\_\_20\_\_ until \_\_\_\_\_20\_\_, unless terminated sooner by either PARTY upon 90 days' notice in writing to the other PARTY.

This AGREEMENT may be amended in any particular by mutual AGREEMENT in writing by and between the PARTIES.

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#### 4. Joint Recreation Project

THIS AGREEMENT is made (date) by and among the Village of \_\_\_\_\_, hereinafter called the "VILLAGE", the Town of \_\_\_\_\_, hereinafter called the "TOWN", and the \_\_\_\_\_ School District, hereinafter called the "SCHOOL DISTRICT", and collectively called the "PARTIES".

WHEREAS, both the VILLAGE and the TOWN are currently experiencing a need for more recreational facilities for their residents; and

WHEREAS, both the VILLAGE and the TOWN deem it appropriate and efficient to operate a joint VILLAGE-TOWN recreational facility; and

WHEREAS the SCHOOL DISTRICT currently possesses an improved parcel of property located at (tax map reference no.), being the site of the former \_\_\_\_\_ School, which parcel is no longer needed by the SCHOOL DISTRICT; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law the PARTIES are authorized to enter into a Municipal Cooperation Agreement with respect to both the sale of property and the operation of recreational facilities;

NOW, THEREFORE, BE IT HEREBY AGREED by and between the PARTIES, that

The TOWN and the VILLAGE will jointly purchase said parcel from the SCHOOL DISTRICT for the sum of \$\_\_\_\_\_ and shall thereafter jointly operate a TOWN-VILLAGE recreational facility thereon.

The formula for allocating the costs of said capital acquisition shall be on an equal fifty percent basis, each municipality's share to be borne by the entire area of the respective municipality.

Subsequent to said purchase, the TOWN and the VILLAGE shall be jointly and severally responsible for the proper conduct and operation of such recreational facility, and shall appoint a joint Town-Village Park and Recreation Commission for such purpose.

The TOWN will annually contribute the sum of \$\_\_\_\_\_ to said program.

The VILLAGE will annually contribute the sum of \$\_\_\_\_\_ to said program.

The Village Treasurer of the VILLAGE will be the custodian of the funds for said program and will annually provide an accounting of said fund to the VILLAGE and the TOWN.

The VILLAGE and the TOWN shall be jointly and severally liable for any and all claims arising out of the joint operation of the recreational facility. In any action brought against either party in furtherance of any such claim, the named defendant agrees to implead the other. The

VILLAGE and the TOWN shall jointly secure and carry adequate insurance protecting and indemnifying themselves jointly and severally from any and all liability or claims for injury or damage to third persons or property as a result of its or their actions. The cost of such insurance shall be on an equal fifty percent basis, each municipality's share to be borne by the entire area of the respective municipality.

This AGREEMENT shall be in full force and effect from and after \_\_\_\_\_20\_\_ until \_\_\_\_\_20\_\_, unless terminated sooner by either PARTY upon 90 days' notice in writing to the other PARTY.

This AGREEMENT may be amended in any particular by mutual AGREEMENT in writing by and between the PARTIES.

\_\_\_\_\_

## 5. Sale of Water

THIS AGREEMENT is made (date) by and between the City of \_\_\_\_\_, hereinafter called the "CITY" and the \_\_\_\_\_Town of \_\_\_\_\_, hereinafter called the "TOWN", hereinafter collectively called the "PARTIES".

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 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 said Water Improvement Area; and

WHEREAS, the CITY agrees to sell surplus water to the Town and the Town agrees to purchase same; and

WHEREAS, pursuant to Article 5-G of the General Municipal Law the CITY and the TOWN are authorized to enter into a Municipal Cooperation Agreement with respect to the sale of water;

NOW, THEREFORE, BE IT HEREBY AGREED by and between the PARTIES, that

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 and the TOWN shall therefore install a master meter at or near a point where the TOWN shall construct its transmission line.

Commencing on January 1 following completion of all work called for in this AGREEMENT, and on each January 1 thereafter, the TOWN shall pay to the CITY the sum of \$\_\_\_\_\_ for said water supply, pursuant to arrangements which shall be agreeable to the PARTIES.

The CITY 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 save the CITY harmless.

It is understood and agreed that the PARTIES shall each keep in full force and effect, adequate insurance protecting itself from any and all claims for which it shall be liable.

This AGREEMENT shall be in full force and effect from and after \_\_\_\_\_20\_\_ until \_\_\_\_\_20\_\_, unless terminated sooner by either PARTY upon 90 days' notice in writing to the other PARTY.

This AGREEMENT may be amended in any particular by mutual AGREEMENT in writing by and between the PARTIES.