

APPENDIX TWO

NOTE: This form is intended to be used only as an illustrative sample and may not be appropriate in every situation. The attorney for each party to an agreement of this type should always be consulted at every stage of development of the agreement. **Under no circumstances should this form or any provision in this form be used without consultation by each party with its attorney.**

**MUNICIPAL COOPERATION AGREEMENT
FOR
CODE ENFORCEMENT SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__ by and among the

TOWN OF A, a municipal corporation of the State of New York with principal offices located at the Town Hall, _____, New York (hereinafter referred to as “Town of A”),

TOWN OF B, a municipal corporation of the State of New York with principal offices located at the Town Hall, _____, New York (hereinafter referred to as “Town of B”)

TOWN OF C, a municipal corporation of the State of New York with principal offices located at the Town Hall, _____, New York (hereinafter referred to as “Town of C”),

TOWN OF D, a municipal corporation of the State of New York with principal offices located at the Town Hall, _____, New York (hereinafter referred to as “Town of D”),

TOWN OF E, a municipal corporation of the State of New York with principal offices located at the Town Hall, _____, New York (hereinafter referred to as “Town of E”), and

VILLAGE OF E, a municipal corporation of the State of New York with principal offices located at the Village Hall, _____, New York (hereinafter referred to as “Village of E”).

WHEREAS, the Town of A, Town of B, Town of C, Town of D, Town of E and Village of E are required by the laws of the State of New York to administer and enforce the New York State Uniform Fire Prevention and Building Code (hereinafter referred to as the “Uniform Code”) within their respective boundaries; and

WHEREAS, the Town of A, Town of B, Town of C, Town of D, Town of E and Village of E are required by the laws of the State of New York to administer and enforce the New York State Energy Conservation Construction Code (hereinafter referred to as the “Energy Code”) within their respective boundaries; and

WHEREAS, the Town of A, Town of B, Town of C, Town of D, Town of E and Village of E have heretofore administered and enforced the Uniform Code and the Energy Code (sometimes hereinafter referred to collectively as the “Codes”) within their respective boundaries, using their own employees and/or independent contractors, and have determined that such services might be better and more efficiently provided to their residents and property owners by the cooperative efforts contemplated by this Agreement; and

WHEREAS, the Town of A, Town of B, Town of C, Town of D, Town of E and Village of E have agreed to each appoint the same individual to the office and position of inspector and Code Enforcement Officer for each such Town and Village, and to have the administrative activities handled jointly, and for such other aspects to be handled jointly, as hereinafter provided,

NOW, THEREFORE, IT IS MUTUALLY AGREED AND PROVIDED AS FOLLOWS:

1. The term of this agreement shall initially be for _____ () years, extending from January 1, 20__ to December 31, 20__, but shall continue in full force and effect for a term of five years upon the same terms and conditions unless any participating Town or Village shall give written notice not later than September 1st of any year that they will not be participating in such cooperative program for the upcoming year.
2. The Town of A, Town of B, Town of C, Town of D, Town of E and Village of E agree to establish a single “Code Enforcement Department” which shall be administered according to the terms and provisions of this Agreement, which shall coordinate and consolidate to the maximum extent possible the operation of the duties and responsibilities of the Towns and Village as it relates to Code Enforcement of the Uniform Fire Prevention and Building Code.
3. The Town of A, Town of B, Town of C, Town of D, Town of E and Village of E agree that they will jointly interview and evaluate all potential candidates for the position of Inspector/Code Enforcement Officer and agree upon the person who is best qualified and situated to serve the needs of the participating municipalities. They agree that they shall each hire the one individual for their respective municipality, as is agreed upon by the majority of the participating municipalities. Such individual shall be designated as the Inspector/Code Enforcement Officer for each municipality by its governing Town Board or Village Board of Trustees, but the operations and performance of duties shall be according to the provisions of this agreement.
4. The administration of the activities under this Municipal Cooperation Agreement shall be handled by an Administrative Board which shall be comprised of the Supervisor or Mayor from each Town or Village, and one member of the Town Board from each Town or Trustee of the Village Board of Trustees, as designated by each Town and Village. The day to day affairs of the Department established by this Municipal Cooperation Agreement shall be administered by a Director appointed by the Administrative Board. The Administrative Board shall meet not less frequently than once each quarter, or from time to time at the

request of the Director, or at the request of a majority of the Supervisors and Mayors of the participating municipalities.

5. It shall be the responsibility of the Director and Administrative Board to develop a consolidated budget for the Code Enforcement Department prior to September 1 of each year of the operation of this Agreement, which proposed budget shall be forwarded to the governing Board of each participating municipality on or before September 1 of each year. Such budget shall set forth the proposed share of expenses to be paid by each participating municipality for the upcoming year.
6. It is agreed that each participating municipality shall pay a pro-rata share of the total budget based upon the number of assessable parcels which each municipality has within its boundaries, as compared with the other participating municipalities. Each municipality shall forward its share of the expenses for the operation of the Department to the Director of the Department semiannually, with such payments being due not later than the last day of each January and July during the term of this Agreement. In order to have sufficient funds on hand to cover start up operations, each participating municipality shall make a payment not later than January 5th, 20__, which payment shall be in the amount of that municipality's proportionate share of approximately one-twelfth of the budget for the Department for the first year of operations.
7. It is agreed and understood that each participating municipality shall be deemed the employer of the Inspector/Code Enforcement Officer for the number of hours, as a percentage of the total hours worked by such employee, which corresponds to its percentage of the overall budget for this Department. No single Town or Village shall be deemed to be the employer of the Inspector/Code Enforcement Officer, but rather such employee shall be deemed to be a part time employee of each municipality for that number of hours which reflects its pro rata share of the Departmental budget. In no event shall the Inspector/Code Enforcement Officer work more than twenty (20) hours in any given work week for any single participating municipality.
8. It is agreed that the records and property of the Code Enforcement Department shall be maintained at the A Town Hall, and that the Town of A shall act as the coordinator of the Code Enforcement Program, unless otherwise agreed by the Administrative Board. The Town of A shall be entitled to reimbursement from such Department for the expenses which it incurs for clerical and related expenses, including telephone charges, office supplies, etc. The Town of A shall also act as the paying agent for the employees of the Department established under this agreement, including the payment of fringe benefits, all of which shall be determined and set as agreed between the Administrative Board and the persons employed or appointed by the participating municipalities pursuant to this Agreement.
9. The Administrative Board shall establish a schedule of rates and fees which shall be charged by the Inspectors/Code Enforcement Officers appointed by each municipality, which payments shall be collected and paid over to the Director of the Department. A record of all

such collected fees shall be sent to each municipality not less often than semiannually each year, showing the amount of fees collected from each participating municipality, These fees shall be credited to each participating municipality in accordance with the percentage of the budget paid by each participating municipality, and not as a percentage of fees collected from inspections or permits issued within each municipality. A credit for such fees, in excess of the operating expenses of the Department, will be credited towards the budget for the next fiscal year.

10. Expenses incurred for legal fees, insurance premiums and similar charges related to the provision of these services and related Code Enforcement activities shall be paid by each municipality, and shall not be a charge or expense of the Department established under this Agreement.
11. The provisions of this Agreement may be changed during any calendar year by approval of a majority of the governing board of each participating municipality, following submission of a proposal for such change or modification from the Administrative Board of the Department. No such changes shall become effective during any year unless agreed to by all participating municipalities, acting through their governing board.
12. It is contemplated that other municipalities may consider joining and participating in this cooperative program from time to time. Such expansion of the Department is hereby approved subject to the following terms and conditions:
 - a. Any proposal to include any other municipality in this Department shall be made in writing, with a report from the Director on the anticipated impact of such an addition upon the budget of the Department, addressing increased revenue, increased expenses, personnel impact, and similar issues.
 - b. Any newly participating municipality shall be required to contribute such amount as is determined to represent an appropriate charge to equalize past contributions of those municipalities already participating in the Department for such capital expenditures as automobiles, supplies, etc.
 - c. The final decision on whether any new municipalities should be permitted to join in the Department shall be subject to the unanimous approval of all those municipalities already participating in the Department.
13. This Agreement shall be interpreted to be in compliance with the provisions of Article 5-G of the General Municipal Law, and shall also be interpreted to be in compliance with the Civil Service Law of the State of New York, If any portion of this Agreement is found to be invalid the remainder of this Agreement shall continue in full force and effect, subject to necessary changes to address such partial invalidity.

14. Each participating municipality hereby signifies its approval of this Agreement and authorizes its Chief Executive Officer to execute this Agreement on its behalf.

IN WITNESS WHEREOF, each municipality has caused this Agreement to be executed on its behalf by its Supervisor or Mayor, effective the day and year set forth above.

(Signatures)