

## APPENDIX ONE

**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.**

### AGREEMENT FOR ADMINISTRATION AND ENFORCEMENT OF THE UNIFORM CODE AND ENERGY CODE WITHIN CERTAIN LOCAL GOVERNMENTS BY THE COUNTY OF \_\_\_\_\_

Agreement made (date) by and among the (list all City(ies)/Town (s)/Village(s) of \_\_\_\_\_), municipal corporations all located in the County of \_\_\_\_\_, New York (said cities, towns and village being hereinafter referred to collectively as the “Local Governments” and individually as a “Local Government”), and the County of \_\_\_\_\_, New York (hereinafter referred to as the “County”).

WHEREAS, Article 18 of the Executive Law requires each Local Government to administer and enforce the State Uniform Fire Protection and Building Code (hereinafter referred to as the “Uniform Code”) within such Local Government; and

WHEREAS, Article 11 of the Energy Law requires each Local Government to administer and enforce the State Energy Conservation Construction Code (hereinafter referred to as the “Energy Code”) within such Local Government; and

WHEREAS, Section 381(2) of the Executive Law provides that any local government may enter into an agreement with the county within which it is situate providing for such county to administer and enforce the Uniform Code within such local government; and

WHEREAS, the Local Governments and the County have determined that the administration and enforcement of the Uniform Code and Energy Code (sometimes hereinafter referred to collectively as the “Codes”) within the Local Governments might be more efficiently provided by the County; and

WHEREAS, the Local Governments and the County have reached an agreement whereby the County will administer and enforce the Codes in each Local Government, subject to the terms and provisions contained in this agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND AMONG THE LOCAL GOVERNMENTS AND THE COUNTY AS FOLLOWS:

1. Administration and Enforcement of the Codes. During the term of this agreement, the County shall administer and enforce the Codes within each Local Government, in the place and stead of each Local Government. In addition, during the term of this agreement, the County shall administer and enforce the Codes with respect to:

(a) buildings, premises and equipment in the custody of, or activities related thereto undertaken by, any Local Government, without regard to the location of such buildings, premises and equipment; and

(b) buildings, premises and equipment in the custody of, or activities related thereto undertaken by, any special purpose unit of local government created by or for the benefit of any Local Government, without regard to the location of such buildings, premises and equipment.

2. Cooperation. Each Local Government shall fully cooperate with the County in providing for an orderly transfer of administration and enforcement responsibilities to the County. In particular, but not by way of limitation, each Local Government shall either transfer its existing records and files relating to its previous Code administration and enforcement activities to the County, or maintain such records and files and make such records and files available to the County upon request by the County.

3. Code Enforcement Program. The County shall administer and enforce the Codes in conformance with a program which shall have been established by the County by one or more local laws enacted by the County. Such program shall comply with all requirements set forth in 19 NYCRR Part 1203, as amended from time to time, and shall contain all features specified in said Part 1203, as amended from time to time.

4. Code Enforcement Personnel and Support Staff. The County shall hire code enforcement personnel and support staff sufficient to perform the code enforcement services contemplated by this agreement. The County shall see that all code enforcement personnel providing services under this Agreement to or in any Local Government have received all training required by 19 NYCRR Part 434, as amended from time to time, within the time prescribed in said Part 434, as amended from time to time.

5. Costs and Expenses. The County shall pay all costs and expenses related to the establishment and maintenance of the code enforcement program referred to in paragraph 2, and all costs and expenses related to the administration and enforcement of the Codes in accordance with this agreement. All code enforcement personnel and any and all other employees required to operate the code enforcement program and to administer and enforce the Codes in accordance with this agreement shall be deemed to be employees of the County, and not of any or all of the Local Governments. The County shall be responsible for all salaries, fringe benefits, taxes, insurance premiums (including, but not limited to, workers' compensation insurance premiums), and other costs and expenses associated with such employees. The County shall consult with the Local

Governments in hiring code enforcement personnel; provided, however, that the hiring decisions of the County shall be final.

6. Insurance. The County shall carry liability insurance relating to its administration and enforcement activities under this Agreement, the code enforcement personnel and other employees performing such activities, and the equipment used in performing such activities. Such insurance shall protect both the County and each Local Government. The insurance policy or policies shall be in such amounts as the County shall reasonably determine to be adequate, and shall contain such terms and provisions as the County shall reasonably determine to be appropriate. Without limiting the scope of paragraph 5 of this agreement, the County shall pay all premiums and any and all other costs and expenses associated with obtaining and maintaining such insurance.

7. Fees. The County shall be permitted charge fees for the services it renders under this agreement in accordance with the fee schedule annexed to this agreement as Schedule A. The County shall be permitted from time to time to adjust any or all of the fees set forth in the annexed Schedule A, or to add new fees for services not now listed in the annexed Schedule A, provided, however, that no such adjustment and no such new fee shall be effective until it shall have been approved by each Local Government, such approval not to be unreasonably withheld or delayed. Each Local Government acknowledges and agrees that it will be responsible for paying all fees applicable to administration and enforcement of the Codes with respect to buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement. Fees collected by the County pursuant to this paragraph shall be the property of the County, and no part of such fees shall be paid to or otherwise distributed to the Local Governments.

8. Term/Termination by County. The term of this agreement shall initially be for \_\_\_\_ ( ) years, beginning on January 1, 20\_\_ and ending on December 31, 20\_\_, provided, however, that the term of this agreement shall be deemed to be automatically extended for additional terms of \_\_\_\_\_ ( ) years each unless the County shall have given written notice to each Local Government not later than July 1 of the final year of the initial term or any renewal term that the County has elected to terminate this agreement. If the County gives such termination notice, the term of this agreement shall terminate at the end of the initial term or renewal term in which such termination notice shall have been given. In such event:

(a) each Local Government shall become responsible for administration and enforcement of the Codes within such Local Government (and with respect to the buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement), on and after January 1 of the year following the year in which such termination notice shall have been given; and

(b) the County and the each Local Government shall fully cooperate with each other in providing for an orderly transfer of such responsibilities.

9. Withdrawal by Local Government. Any Local Government may withdraw from this agreement by giving written notice of such withdrawal to the County and to each other Local

Government not later than July 1 of the final year of the initial term or any renewal term. If any Local Government gives such notice:

(a) such Local Government shall cease to be a party to this agreement, and shall become responsible for administration and enforcement of the Codes within such Local Government (and with respect to the buildings, premises and equipment referred to in subparagraphs (a) and (b) of paragraph 1 of this agreement), on and after January 1 of the year following the year in which such notice shall have been given;

(b) the County and such Local Government shall fully cooperate with each other in providing for an orderly transfer of such responsibilities; and

(c) unless terminated by the County pursuant to paragraph 8, this agreement shall continue in full force and effect as an agreement by and among the remaining Local Governments.

10. Changes. No provision of this agreement may be changed except by written agreement duly authorized by the governing body of each Local Government and the County, and duly executed by each Local Government and the County.

11. Interpretation / Partial Invalidity. This agreement shall be interpreted to be in compliance with the provisions of Section 381(2) of the Executive Law, Article 5-G of the General Municipal Law, and the Civil Service Law. If any portion of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of this agreement shall continue in full force and effect, subject, however, to such changes as may be necessary to address such partial invalidity.

12. Paragraph Captions. Paragraph captions in this agreement are for convenience only, and do not limit or expand the provisions contained in the captioned paragraphs.

IN WITNESS WHEREOF, each Local Government has caused this agreement to be executed on its behalf by its Supervisor or Mayor, and the County has cause this agreement to be executed on its behalf by its (County Executive), as of the date first written above.

(Signatures)

(Attach Fee Schedule as “Schedule A”)