

RESOLUTION NO. 2016278

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT
FOR THE MICROGREENS PROJECT

Legislators BORCHERT, MICCIO, BOLNER, FORMAN, SAGLIANO,
FLESLAND, PULVER, TRUITT, and THOMES offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, the City of Poughkeepsie School District, the Organic Indoor Gardens of Poughkeepsie, the Hudson Valley Community Center Inc., and the County wish to enter into an intermunicipal agreement to conduct a Microgreens Project, and

WHEREAS, it is necessary for the Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or his designee to execute the agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed intermunicipal agreement and authorizes the County Executive or his designee to execute such agreement in substantially the same form as attached hereto.

CA-179-16
11/15/16
CRC/kvh
G-1687

Fiscal Impact: None.

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This resolution authorizes execution of an inter-municipal agreement related to the healthy counties challenge grant project. The cost of this project is fully offset by grant revenue and is included in the 2017 budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 11/10/16

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the **CITY OF POUGHKEEPSIE SCHOOL DISTRICT**, a school district whose address is 11 College Avenue, Poughkeepsie, New York 12603 (hereinafter referred to as the "DISTRICT") and **HUDSON VALLEY COMMUNITY CENTER, INC.**, a domestic not-for-profit corporation whose address is 110 South Grand Street, Poughkeepsie, New York 12603 (hereinafter referred to as "HVCC") and **ORGANIC INDOOR GARDENS OF POUGHKEEPSIE, LLC**, a domestic limited liability company whose address is 316 Main Street, Poughkeepsie, New York 12601 (hereinafter referred to as "OIGP"), collectively herein referred to as "the parties."

WITNESSETH:

WHEREAS, The "Healthiest Cities and Counties Challenge" is a partnership between the Aetna Foundation, the American Public Health Association and the National Association of Counties and administered by CEOs For Cities, and

WHEREAS, the partnership empowers small to mid-size U.S. cities and counties to create a positive health impact, and

WHEREAS, the partnership is awarding more than \$1.5 million in grants to cities, counties and federally recognized tribes most able to show measurable changes in health and wellness over the next several years, and

WHEREAS, the COUNTY, in cooperation with the DISTRICT, HVCC, and OIGP, has submit a proposal and has been awarded grant funds to implement a preventative healthcare project in furtherance of making Dutchess County the healthiest county in New York state and the nation, and

WHEREAS, the COUNTY's project consists of innovating in preventing certain maladies by delivering microgreens, nutrient-dense seedlings of edible herbs and vegetables, to two of the most vulnerable populations in Dutchess County—children and senior citizens—in an effort to bring about healthier outcomes, and

WHEREAS, New York General Municipal Law Section 119-n(a) defines a "school district" as a municipal corporation, thereby necessitating this inter-municipal agreement, and

WHEREAS, New York General Municipal Law Section 119-o provides that in addition to any other general or special powers vested in municipal corporations, municipal corporations 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,

NOW, THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. Pursuant to the scope of services set forth in Exhibit "A" annexed hereto and made a part of this Agreement, the parties shall collaborate to deliver nutrient dense microgreens to children and senior citizens in Dutchess County in a determined effort to show measurable improvements in the health and wellness of such populations.

2. TERM OF AGREEMENT. This Agreement shall be effective September 1, 2016 and shall terminate on August 31, 2018 unless otherwise terminated as set forth herein.

3. OPTION TO RENEW. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties.

4. PAYMENT. The only cost of this program will be for the microgreens product which will be purchased in bulk at a lower price from OIGP.

As full and complete consideration for the product, the County shall pay a total sum not to exceed THIRTY THOUSAND FIFTY and 00/100 (\$30,050.00) DOLLARS.

Payment of the above consideration shall be made to OIGP upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. DEFENSE AND INDEMNIFICATION:

- A) The County shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of the County's employees in connection with this Agreement;
- B) The District shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of the District's employees in connection with this Agreement;
- C) HVCC shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of HVCC's employees in connection with this Agreement;
- D) OIGP shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of OIGP's employees in connection with this Agreement or caused by OIGP's products;

6. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the party is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The parties must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The parties must be listed as additional insured.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The parties must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The parties agree to list each other as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation.

- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory.

7. TERMINATION. Any party may terminate this Agreement without cost or penalty upon thirty (30) days written notice to the other parties at the other parties' addresses set forth herein:

- A) **DUTCHESS COUNTY ATTORNEY, COUNTY OF DUTCHESS**, 22 Market Street, 5th floor, Poughkeepsie, New York 12601
- B) **CITY OF POUGHKEEPSIE SCHOOL DISTRICT**, 11 College Avenue, Poughkeepsie, New York 12603
- C) **HUDSON VALLEY COMMUNITY CENTER, INC.**, 110 South Grand Street, Poughkeepsie, New York 12603
- D) **ORGANIC INDOOR GARDENS OF POUGHKEEPSIE, LLC**, 316 Main Street, Poughkeepsie, New York 12601

8. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation of by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

9. RETENTION OF RECORDS. All parties agree to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

10. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

ACCEPTED: CITY OF POUGHKEEPSIE
SCHOOL DISTRICT

Department of Behavioral
And Community Health

BY: _____
Print Name _____
Title _____

ACCEPTED: HUDSON VALLEY
COMMUNITY CENTER, INC.

ACCEPTED: ORGANIC INDOOR
GARDENS OF
POUGHKEEPSIE, LLC

BY: _____
Print Name _____
Title _____

BY: _____
Print Name _____
Title: _____

PROJECT SUMMARY

Dutchess County looks at health as more than healthcare, simply treating residents' ailments and symptoms; we embrace the population health model, which looks closely at a multitude of factors that influence health outcomes. One of those factors is prevention, and Dutchess County will soon be an innovator in preventing certain maladies by delivering microgreens, nutrient-dense seedlings of edible herbs and vegetables, to two of our most vulnerable populations – children and senior citizens – in an effort to bring about healthier outcomes.

Collaborating with Indoor Organic Gardens of Poughkeepsie, LLC, Dutchess County and the City of Poughkeepsie will be the lead agencies in a program to distribute microgreens to three local groups: students in the Poughkeepsie City School District; City of Poughkeepsie inner city youth who take part in an after-school program run by Born Again Disciples, Inc.; and seniors who receive Dutchess County Office for the Aging (OFA) home-delivered meals or congregate meals served at OFA Senior Friendship Centers.

Prior to implementation of the program, a baseline for health behaviors and knowledge would be established for each of those three populations. Upon implementation, microgreens will be distributed to each of the populations, their intake of the microgreens will be monitored, and their health behaviors and knowledge will be reassessed and recorded at specific intervals.

Dutchess County's achievable goal is to establish a program that delivers a high volume of nutrients in an easily consumed manner – microgreens can be blended into smoothies or added to salads, for example – and promotes the prevention of certain undesirable health outcomes, as well as overall well-being for the populations involved. This is a program that can be replicated throughout New York State and throughout the nation, and that will leverage local capital to sustain itself after the "Healthiest Cities & Counties Challenge Prize" has been awarded and exhausted.

As part of Dutchess County's efforts to re-introduce the formerly incarcerated back into their communities upon release, the program will also provide job placement for qualified ex-offenders. Working with the Dutchess County Office of Probation and Community Corrections, Indoor Organic Gardens of Poughkeepsie will hire selected ex-offenders at a living wage and train them to work at the indoor gardens, teaching them the skills necessary to eventually begin and operate their own such indoor garden. In time, workers will be encouraged start their own individual indoor garden; and City of Poughkeepsie officials

will work with them to locate "zombie properties" in which to start their own garden. Those ex-offenders will have the option to sell their harvests back to Indoor Organic Gardens of Poughkeepsie at a profit, giving them the confidence, self-esteem and resources to become productive members of the community, thus minimizing their chances of recidivism. The process will perpetuate opportunities for the maximum number of ex-offenders as possible, resulting in a self sustaining program for many years to come.

The program will also build on its success. As more and more residents take part in the program and/or learn about it, an education/awareness campaign will begin and spread throughout the community, local schools and colleges, with the hope more people will either take part in the program and/or consume microgreens on their own; in either instance, the positive health outcomes will repeat themselves. As the education/awareness campaign grows, it's conceivable it will benefit from a growing number of volunteers (likely from local schools), thus mitigating the future cost to Dutchess County.

It's a program which is sustainable in three ways:

Environmentally – There will be a minimal impact on the environment due to low water usage for growing microgreens (they can be grown in soil, indoors under grow lamps regardless of season, from seed to harvest in six days) and low pollution emissions due to local transportation of the goods;

Socially – The program will benefit both the City of Poughkeepsie, and Dutchess County as a whole, by providing both better nutrition to residents and employment for ex-offenders, building the latter's confidence, ability to be productive and self-sufficient working alongside others, thus easing their transition back into the community;

Financially – The only real "cost" of the program would be the microgreens themselves (which can be purchased in bulk at a lower price) and are partially offset by a subsidized worker training program funded through local grant dollars. The "in-kind contribution" of the programs involved (Dutchess County Office for the Aging, Poughkeepsie City School District, Born Again Disciples) would simply be the delivery of the microgreens to seniors and students, respectively. There will also be an added benefit of financial sustainability for growers due to the living wages they'll earn.

Exhibit A

POUGHKEEPSIE CITY SCHOOL DISTRICT

November 7, 2016

Scope of Services by Poughkeepsie City School District

1. The School District shall utilize Microgreens in salad options, and potentially in other food offerings, available during lunch for Krieger Elementary School fifth grade students.
2. The School District shall notify student's parents/guardians of Krieger Elementary School fifth grade students and fifth grade students of the availability of Microgreens as a healthy ingredient in salad options during lunch time, and in other food offerings if and when such food offerings are expanded to include Microgreens.
3. The School District shall cooperate with Project Co-Leads who shall be responsible to collect and analyze baseline and subsequent data regarding students' healthy eating behaviors, and taste and tolerance of the food offerings with Microgreens.
4. It is understood that at all times that access to and disclosure of student personally identifiable information, if any, shall be governed by the Family Educational Rights and Privacy Act, The Protection Of Pupil Rights Amendment and any other applicable federal and/or State laws regarding student information.

INDOOR ORGANIC GARDENS of POUGHKEEPSIE

September 9, 2016

Scope of Services provided by IOGP:

- A. We will Grow, Harvest and Deliver the stipulated quantity of Microgreens as directed by the respective user group.
- B. The Price will be all inclusive at a Rate of \$20 per pound delivered.
- C. We will utilize Unoccupied Former Office Space at 316 Main St, Poughkeepsie, NY
- D. We will endeavor to employ "at risk" residents of Dutchess County in the operational aspects of IOGP.



Brud Hodgkins

Indoor Organic Gardens of Poughkeepsie | 316 Main Street, Poughkeepsie, NY 12601
P: 845.790.8075 E: iogopk@aol.com

Cullen, Christian

Subject: Scope of services.

To Whom it May Concern,

In conjunction with the Microgreen Project, the Hudson Valley Community Center will be providing After School Program Staffing who will supervise the children and monitor their behavior. We will also provide a chef who will prepare the foods containing microgreens for the children's consumption, the equipment necessary to prepare these foods, and the facilities where the foods will be both prepared and served. We will also provide any administrative hours necessary in order to document the results of the Microgreens Program. If you have any questions, please feel free to contact me.

Sincerely,

Michelle Ferretti

Born Again Disciples Inc.

Office: (845) 471-0420

Cell: (845) 416-8024

Email: mferrettibad@gmail.com

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Michelle Ferretti
Born Again Disciples Inc.
Office: (845) 471-0420
Cell: (845) 416-8024
Email: mferrettibad@gmail.com



COUNTY OF DUTCHESS
OFFICE OF PROBATION AND COMMUNITY CORRECTIONS

SCOPE OF SERVICES
DUTCHESS COUNTY OFFICE OF PROBATION AND COMMUNITY CORRECTIONS

The Dutchess County Office of Probation and Community Corrections will screen defendants and probationers to determine eligibility for workforce training and placement with Organic Gardens of Poughkeepsie.

This determination will be made based on risk level and identified needs as determined by an evidence-based screening and assessment instrument known as the COMPAS.

The Office of Probation and Community Corrections will work in collaboration with Project M.O.R.E. to provide job readiness skills such as engagement in the Ready, Set, Work curriculum. Ready, Set, Work is the New York model based on the National Institute of Corrections' Offender Workforce Development Specialists program.

The Office of Probation and Community Corrections will provide supervision and support for defendants and probationers participating in job readiness training and job placement.

Mary Ellen Still
Mary-Ellen Still
Director

9/5/16
Date

The Office of Probation and Community Corrections will provide supervision and support for defendants and probationers participating in job readiness training and job placement.

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COUNTY OF DUTCHESS
DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

October 7, 2016

Dutchess County Department of Behavioral and Community Health
85 Civic Center Plaza, Suite 106
Poughkeepsie, NY 12601

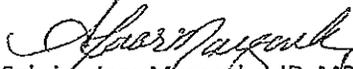
RE: Inter Municipal Agreement - Microgreen Scope of Service

To Whom It May Concern:

The Dutchess County Department of Community and Family Services (DCFS) will provide the following services as its contribution to the Microgreen project:

- 1) Funding to support job coaching and job readiness skills training of eligible candidates.
- 2) Job placement with Indoor Organic Gardens of Poughkeepsie for qualified residents on public assistance. Placement will be arranged through DCFS contractors.

Sincerely,


Sabrina Jaar Marzouka, JD, MPH
Commissioner

:sla

Exhibit "A"

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

McKinney's Consolidated Laws of New York Annotated
General Municipal Law (Refs & Annos)
Chapter 24. Of the Consolidated Laws
Article 5-G. Municipal Cooperation (Refs & Annos)

McKinney's General Municipal Law § 119-o

§ 119-o. Performance of municipal cooperative activities;
alternative powers; alternative assignment of responsibilities

Effective: July 12, 2013

Currentness

1. 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 or a joint water, sewage or drainage project. Notwithstanding the foregoing grant of authority, the temporary investment of moneys by more than one municipal corporation or district pursuant to a municipal cooperation agreement which meets the definition of "cooperative investment agreement" as set forth in article three-A of this chapter shall be in compliance with all of the requirements of that article. Any agreement entered into hereunder shall be approved by each participating municipal corporation or district by a majority vote of the voting strength of its governing body. Where the authority of any municipal corporation or district to perform by itself any function, power and duty or to provide by itself any facility, service, activity, project or undertaking or the financing thereof is, by any other general or special law, subject to a public hearing, a mandatory or permissive referendum, consents of governmental agencies, or other requirements applicable to the making of contracts, then its right to participate in an agreement hereunder shall be similarly conditioned. Municipal corporations and districts shall also have the power to enter into, amend, cancel and terminate agreements with a soil and water conservation district established under the soil and water conservation districts law 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 project; provided, however, that the exercise of any powers and duties under this article by a soil and water conservation district shall be subject to the powers, duties and limitations in section nine of the soil and water conservation districts law.

2. An agreement may contain provisions relating to:

a. A method or formula for equitably providing for and allocating revenues and for equitably allocating and financing the capital and operating costs, including payments to reserve funds authorized by law and payments of principal and interest on obligations. Such method or formula shall be established by the participating corporations or districts on a ratio of full valuations of real property, or on the basis of the amount of services rendered or to be rendered, or benefits received or conferred or to be received or conferred, or on the increase in taxable assessed value attributable to the function, facility, service, activity or project which is the subject of an agreement, or on any other equitable basis, including the levying of taxes or assessments to pay such costs on the entire area of the corporation or district, or on a part thereof, which is benefited or which receives the service.

- b. The manner of employing, engaging, compensating, transferring or discharging necessary personnel, subject, however, to the provisions of the civil service law where applicable; the making of employer's contributions for retirement, social security, health insurance, workmen's compensation and other similar benefits; the approval of attendances at conventions, conferences and schools for public officials and the approval and payment of travel and other expenses incurred in the performance of official duties; the bonding of designated officers and employees; the filing of oaths of office and resignations consistent with general laws applicable thereto; provisions that for specific purposes designated officers or employees of the joint service or a joint water, sewage or drainage project shall be deemed those of a specified participating corporation or district; and provisions that personnel assigned to a joint service or a joint water, sewage or drainage project shall possess the same powers, duties, immunities and privileges they would ordinarily possess (1) if they performed their duties only in the corporation or district by which they are employed or (2) if they were employed by the corporation or district in which they are required to perform their duties.
- c. Responsibility for the establishment, operation and maintenance of the joint service or joint water, sewage or drainage project and the officers responsible for the immediate supervision and control thereof; the fixing and collecting of charges, rates, rents or fees, where appropriate, and the making and promulgation of necessary rules and regulations and their enforcement by or with the assistance of the participating corporations and districts; the conduct of hearings and the determination of issues raised thereat; the making of necessary inspections; the keeping of records and the making of reports including those required by article three of the general municipal law; and limitations or restrictions on individual participating corporations and districts from providing or undertaking similar or competing facilities, services, activities, projects, or undertakings.
- d. Purchasing and making of contracts subject to general laws applicable to municipal corporations and school districts.
- e. Acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property.
- f. Acceptance of gifts, grants or bequests.
- g. Making of claims for federal or state aid payable to the individual or several participants on account of the joint service or a joint water, sewage or drainage project.
- h. Custody by the fiscal officer of one participant of any or all moneys made available for expenditure for the joint service or a joint water, sewage or drainage project and authorization to such fiscal officer to make payments on audit of the auditing official or body of the participating corporation or district of which he is the fiscal officer.
- i. Manner of responding for any liabilities that might be incurred in the operation of the joint service or a joint water, sewage or drainage project and insuring against any such liability.
- j. Procedure for periodic review of the terms and conditions of the agreement, including those relating to its duration, extension or termination. The duration of an agreement hereinafter entered into, unless otherwise provided by law, may extend up to a maximum term of five years. With respect to agreements, the performance of which involves the issuance by the participants of indebtedness, either joint or several, the term of the agreement may extend up to a maximum period of time equal to the period of probable usefulness established by section 11.00 of the local finance law in connection with

the object or purpose for which the indebtedness was issued. Nothing herein contained shall prevent or prohibit either the renewal of agreements upon conclusion of the terms established, or amendments, modifications, clarifications, or cancellations of agreements prior to conclusion of the terms established.

k. Adjudication of disputes or disagreements, the effects of failure of participating corporations or districts to pay their shares of the costs and expenses and the rights of the other participants in such cases.

l. Other matters as are reasonably necessary and proper to effectuate and progress the joint service or a joint water, sewage or drainage project.

m. A municipality may contract with another municipality or with a municipal housing authority of another municipality, for the construction, maintenance, operation or management of a public housing project.

3. Municipal corporations are authorized as provided herein to adopt a mutual sharing plan in order to undertake or receive any joint service on behalf of or by another municipal corporation which has adopted a mutual sharing plan. Services provided pursuant to such mutual sharing plan shall be subject to the alternative assignment of responsibility for certain expenses and liabilities relating to such joint service as provided by this subdivision.

a. A governing body may adopt a mutual sharing plan by local law, resolution or bylaw to confer the benefits of this section upon the employees of such municipal corporation and to be held liable for the costs incurred in the event of participation in a joint service with another municipal corporation which has adopted a mutual sharing plan. Such plan shall describe the officers or employees authorized to undertake or authorize receipt of a joint service pursuant to the mutual sharing plan, any limitations upon joint services which may be rendered or received pursuant to it, and how and when notice of joint services rendered or received pursuant to it shall be provided to the governing body.

b. Upon adoption of a mutual sharing plan, a municipal corporation may undertake or receive a joint service with another municipal corporation which has adopted a mutual sharing plan. The municipal corporation requesting the assistance of another municipal corporation pursuant to a mutual sharing plan shall be liable and responsible to the assisting municipal corporation for any loss of or damage to equipment employed in provision of such joint service or use of supplies upon provision of such joint service. Each municipal corporation shall be liable for salaries and other compensation due to their own employees for the time the employees are undertaking the joint service pursuant to a mutual sharing plan, however the municipal corporation receiving the service shall reimburse the assisting municipal corporation for actual and necessary expenses upon written notice of such claim.

c. The authority to adopt a mutual sharing plan and to undertake joint services pursuant to it shall be in addition to any other power or authority conferred on municipal corporations pursuant to this article or any other general or special law. A joint service may not be rendered pursuant to a mutual sharing plan where another agreement has been entered into pursuant to this section for such service between the assisting and receiving municipal corporations.

Credits

(Added L.1960, c. 102, § 1, eff. Feb. 23, 1960. Amended L.1961, c. 681, § 3; L.1971, c. 62, § 1; L.1972, c. 407, § 1; L.1974, c. 236, § 2; L.1993, c. 605, § 8; L.1996, c. 620, § 4; L.1998, c. 623, § 7, eff. Oct. 20, 1998; L.2003, c. 62, pt. X, § 33, eff. May 15, 2003; L.2013, c. 150, § 5, eff. July 12, 2013.)