

1 *AGREEMENT FOR INTERMUNICIPAL COOPERATIVE*
2 *RECREATION PARTNERSHIP*

3
4 Pursuant to Section 119-o of the General Municipal Law, the undersigned municipalities
5 hereby enter into this Agreement to form a five year renewable Recreation Partnership.

6 This agreement shall become effective upon execution by each and every municipality
7 listed below and shall be in force for the period beginning January 1, 2002 through December
8 31, 2006 and may be renewed for an additional five years by appropriate resolution by the
9 municipal partners on or before December 31, 2006 all other terms and conditions of this
10 agreement remaining the same. If all of the approvals and signatures are not obtained by April
11 30, 2002 this agreement shall be null and void.

12 **Establishing a Program**

13 The parties hereby establish an on-going program partnership for the purpose of jointly
14 planning, financing, providing, and coordinating shared, recreational services that supplement
15 and complement those offered by localities. A governing board of partners will direct and
16 oversee the contracted services of the Ithaca Youth Bureau's Recreation Division and other
17 providers. The Partnership will be governed independently of any municipality. The
18 Partnership will have no authority over any locally planned, locally funded, and locally
19 operated programs except at the request of the sponsoring municipality. Local programs may
20 choose to use the Partnership as a vehicle for voluntarily sharing information, equipment,
21 publicity about programs, and/or coordinating their respective services. The Ithaca City
22 School District participates by providing access to school facilities for Ithaca Youth Bureau
23 programming in a reciprocal and mutually beneficial arrangement outlined in a Memorandum
24 of Understanding.

25 **Sharing Program Costs**

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28 For 2001, the Ithaca Youth Bureau, in consultation with the current Recreation
29 Partnership Board, developed a diverse set of services that cost no more than \$185,000 after
30 program revenues were subtracted.

1 This required a combined approach of increasing sponsorships, raising fees, trimming costs
2 and reducing new offerings since the projected cost for 2001 was originally \$195,000.

3 The \$185,000 in net operating costs of programs was split four ways. The City of
4 Ithaca paid one quarter of the total, the Town of Ithaca paid one quarter, and the County paid
5 one quarter. The remaining one-quarter was shared among smaller municipalities.

6 The cost for each smaller municipality was calculated using an index that combined
7 the 1999 assessed value of its taxable properties in the Ithaca School District and its share of
8 program participation in 1998. The Planning Group selected this formula, which assigns the
9 assessed value twice the weight of participation, for several reasons. First, the use and
10 weighting of assessed value was used as a measure of each municipality's ability to pay for
11 services. Second, the formula recognizes that children from the Ithaca City School District
12 have been significant users of the services and a number of municipalities have been
13 concerned about providing equitable support to all their youth. Third, the use of Ithaca City
14 School District properties as opposed to the municipalities' full assessment, acknowledges
15 that towns like Dryden, Ulysses, Groton, and Lansing also invest significantly in their own
16 local recreation programs which are used primarily by children from their own school
17 districts. Finally, by assigning a heavier weight to the assessed values of properties in the
18 Ithaca School District, the amounts in this fiscal scenario resulted in more modest changes
19 over the current amounts than most of the other formulas considered. A chart outlining 2001
20 and 2002 proposed costs is attached as Appendix 1.

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23 To determine future contributions:

- 24
25 A) The governing board shall review preliminary budget projections by May and
26 decide on the acceptable net program cost for the upcoming year;
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28 B) The governing board shall develop budget guidelines for allocating the cost of any
29 agreed upon increases. e.g. The governing board may specify how much of the
30 increase should be raised through fee increases, how much is to be raised through
31 sponsorships, how much through cost cutting, and how much should be subsidized
32 by partners;
33

1 C) Every year, the participation rates of the three previous years shall be reviewed,
2 averaged and used along with the most recent assessed valuation to re-calculate the
3 members' contribution rate for the upcoming year;

4
5 D) The governing board shall periodically re-examines the basis for cost allocation
6 (e.g. The 4 way split and the use of the index with smaller municipalities) for all
7 participating municipalities.
8

9 If the City is not able to achieve an acceptable facilities agreement by July 1,
10 2002, the City Youth Bureau, as a provider, reserves the right to re-negotiate the
11 facility costs charged to partners for Ithaca Youth Bureau Recreation Division
12 Programs beginning in January 2003.
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15 Governance 16

17 **Name:** The governing board shall be called the Recreation Partnership Board. It will
18 replace the Recreation Partnership Board that existed from 1995-2000.

19 **Membership:** The board shall have a total of 14 members. The partners include:
20 Towns of Caroline, Danby, Dryden, Enfield, Groton, Ithaca, Newfield and Ulysses, the
21 Village of Lansing, City of Ithaca and Tompkins County. Each participating municipality will
22 have at least one seat on the governing board (11). The Recreation Planning Group
23 recommends that these seats be filled with an elected official willing and able to make policy
24 decisions. When deemed necessary by any municipality, a lay designee who has the
25 confidence of that municipal board may be appointed.

26 In addition, the City of Ithaca, the Town of Ithaca, and Tompkins County may appoint
27 one more representative each to reflect their greater investment in the Partnership (3). These
28 additional appointed representatives may be elected or lay members. The Recreation
29 Partnership Board may determine if it wants to create any non-voting at-large seats to add
30 expertise or coordinating links to other key stakeholder groups e.g. Ithaca School District,
31 youth with disabilities.

32 Members will serve two-year terms.

33 The governing board will elect its own officers: a Chair, a vice chair, and a treasurer.

Roles of the Recreation Partnership Board

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3 The Recreation Partnership Board will develop its own operating by-laws to be ratified
4 by all municipal partners. Future amendments will be subject to ratification by all
5 participating municipalities.

6 The Board will develop a work plan of key policy, program, and planning issues to be
7 addressed annually.

8 The Board will select providers, set program and budget priorities, and approve the net
9 operating budget for programs, set fees for all programs and sponsorships and fiscal targets
10 and guidelines for scholarships for use by the provider(s). Municipal boards will ratify the
11 budget annually.

12 The Board will meet monthly to review progress toward goals, address policy
13 questions, review performance data, and finances to assure that provider(s) are meeting the
14 goals and expectations of the partners.

15 The Board will authorize any addition or deletion in programs and acceptance of any
16 large group sponsorships.

17 The Board will periodically evaluate the performance of its providers and make
18 recommendations to enable providers to improve services

19 The Board may assign a liaison to program advisory committees to work with the
20 group and staff to identify any policy questions that need action by the full governing board.

21 Recreation Partnership Board representatives will be required to make regular reports
22 to their municipalities.

Roles of officers

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25 The Chair shall develop the agenda in consultation with the Tompkins County Youth
26 Bureau staff and providers, chair the meetings, represent the Recreation Partnership Board at
27 inter-municipal or public meetings, assist as needed in contract negotiations to implement the
28 wishes of The Recreation Partnership Board.

29 The Vice Chair shall act in the absence of the chair.

1 The Treasurer will work with the provider(s) and Tompkins County Youth Bureau
2 staff to develop a format for regular financial reports that meet the needs of the Recreation
3 Partnership Board. The Treasurer will review the financial report prior to the Board meetings
4 and present the report to the full Board, noting any significant changes in expenses or
5 revenues. The Treasurer will recommend to the Board a budget timetable and guidelines to
6 enable providers to prepare budgets for the upcoming year.

7 Fiscal agent and staff support: The participating municipalities will make their
8 payments to Tompkins County. The funds will be managed as a separate program within the
9 Tompkins County Youth Bureau's budget. The County Youth Bureau will contract with and
10 make payments to providers authorized by the Recreation Partnership Board.
11

12 It is a goal of the Recreation Partnership Board to establish a program coordinator
13 position that would exist independent of any individual participating municipality. Within
14 two years of signing the agreement, the Recreation Partnership Board will develop a proposal
15 that includes the role and relationship of the coordinator to the partnership board, its members
16 and providers, the duties and qualifications of the position, the cost to members, and designate
17 the employer of record. The proposal shall be reviewed by all participating municipalities.

18 Staff from the Tompkins County Youth Bureau will work in close cooperation with
19 the Recreation Division of the Ithaca Youth Bureau and other providers to provide support to
20 the Recreation Partnership Board that includes:

- 21 • coordination of orientation to the Partnership and its services;
- 22 • orientation to the roles of the Recreation Partnership Board and its members;
- 23 • assistance in developing an annual work plan of priority planning, oversight, and
24 evaluation issues;
- 25 • assistance in developing policy options and guidelines as needed to implement the
26 work plan;
- 27 • preparation of meeting agendas in consultation with the Board chair and providers;
- 28 • preparation of minutes;
- 29 • preparation of contracts with providers as authorized by the Recreation Partnership
30 Board;

- 1 • coordination with the providers to assure that program and financial reporting meets
 - 2 the needs of the Recreation Partnership Board;
 - 3 • coordination with providers to assure that their program policy questions that require
 - 4 Board decisions are acted on in a timely way;
 - 5 • authorization of payments after Board review of expenses;
 - 6 • assistance to the Board in monitoring and evaluating providers, as requested.
- 7 The provider(s) will be responsible for:

- 8
- 9 • providing the programs and services authorized by the Recreation Partnership Board in
- 10 compliance with all relevant laws and safety regulations;
- 11 • providing a summary of participation, program highlights, participant feedback,
- 12 expenses and revenues for each program within two months after the last date of the
- 13 provision of service to enable the Board to evaluate the program and make
- 14 recommendations for the future;
- 15 • convening advisory groups as needed to review operational details of interest to
- 16 participants;
- 17 • providing adequate liability coverage for approved programs and holding the
- 18 participating municipalities harmless
- 19 • tracking and reporting expenses and revenues in formats requested by the Recreation
- 20 Partnership Board, in account(s) separate from the provider's main budget;
- 21 • tracking participation in formats and on a schedule requested by or acceptable to the
- 22 Board;
- 23 • periodically highlighting any trends or significant changes in programming,
- 24 participation, customer feedback, expenses or revenues for the Recreation Partnership
- 25 Board;
- 26 • recommending programs or changes to improve services and/or lower costs;
- 27 • working with the Tompkins County Youth Bureau to present any policy questions and
- 28 options related to programs or financing that require Board action.
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30 FISCAL AND ADMINISTRATIVE ACCOUNTABILITY

31 Independence: The Partnership will be a free-standing inter-municipal commission
32 governed by its partners.

33 **Role and Relationship of the City of Ithaca:** In the past, the City of Ithaca has been
34 a member, the sole provider, coordinator, and the fiscal agent for the partnership. In the
35 future, the City will be a member responsible for one quarter of the program costs. Like other
36 members, it will make a payment to Tompkins County for its share of the approved budget.
37 Like Tompkins County and the Town of Ithaca, it will have two seats on the governing board.
38 Like other members, it may ask or convene local advisory committees to recommend the
39 kinds of recreation services they want for the residents of their own municipality.

1 As a provider selected to operate programs for the next two years, the City of Ithaca
2 will hire/contract staff as needed within the approved budget to provide services authorized by
3 the Recreation Partnership Board. The Ithaca Youth Bureau will be subject to normal civil
4 service rules and procedures and to approved collective bargaining agreements. As a provider,
5 the City will use its own facilities and may enter into agreements with other municipal
6 partners or agencies to use other facilities throughout the partnership for approved programs.

7 As a provider, the City will keep separate account of partnership funds and report in a
8 format and on a timetable requested by the Recreation Partnership Board.

9 **Role of Tompkins County:** Tompkins County is the fiscal agent for the Partnership.
10 The County shall provide bills to the municipalities based on the agreed upon cost allocation
11 and shall receive funds from the municipalities.

12 The County Youth Bureau will administer those funds in accordance with the wishes
13 of the Recreation Partnership Board by creating and managing contracts with designated
14 providers and making approved payments to providers. The providers will continue to be
15 responsible for tracking line item expenses and program revenues and will provide this
16 information in a format required by the Recreation Partnership Board.

17 **Fiscal accountability**

18 As a condition of this agreement, designated provider(s) will maintain completely
19 separate accounting for the Partnership that clearly shows all revenues by program, cluster and
20 total; that shows all expenses, including direct, administrative, and facility-related costs by
21 program, cluster and total.

22 The providers must be able to track surpluses and deficits across budget years.

23 The providers will prepare financial reports in a format that satisfies the governing
24 board which includes proposed budget, year to date cumulative expenses and revenues.

25 The providers will also identify any potential for under or over-spending in the
26 upcoming quarter so the governing board can make decisions on how to address changes.

How surpluses and deficits will be handled

The Recreation Partnership Board will decide how unanticipated under-spending or surpluses will be handled. For example, a surplus or savings might be carried over for one-time program expenses, reserved for future deficits, used to pilot new self-supporting programs, used as credits to reduce next year's municipal payments or budgeted into a reserve fund for equipment/vehicle replacement.

A provider may experience a deficit from shortfalls in revenue despite its due diligence in trying to meet projections or unanticipated increases in costs. If this occurs, the Recreation Partnership Board will, in consultation with the provider, develop a plan to handle the deficit which may include: authorizing mid-year changes to increase revenue or cut costs; authorizing use of a contingency fund.

How Municipalities Join or Leave the Partnership

The Towns of Lansing and Newfield may join the Partnership on a trial basis for one year starting in 2001 at the costs shown in Appendix 1. The trial period for Newfield will extend through December 2002. During the trial period, they would not be subject to the member withdrawal requirements listed below. If they elect to join, they will be invited to appoint one elected official or designee to serve on the Partnership Board.

If any municipality chooses to join after October 2001, the Recreation Partnership Board will decide how to handle the increased municipal contribution for the trial period. After the trial year, the cost-sharing formula will be re-adjusted for all continuing partners.

A member municipality may elect to withdraw from the Partnership. Since a withdrawal from the Partnership will financially affect all of the remaining partners, the municipality seeking to withdraw must give fifteen months notice. E.g. A municipality must notify the Partnership by October 1, 2001 of its intention to withdraw at the end of December 2002.

If a municipality withdraws and the remaining partners agree to assume some or all of the shortfall caused by the withdrawal, the same cost allocation plan shall be used to recalculate their annual program contributions.

1 **Participation in Programs by Residents on Non-Member Municipalities**

2 Residents from non-member municipalities are welcome to participate on a space-
3 available basis. Since they are not contributing through local taxes to subsidize the programs,
4 they will be charged a fee twice the rate charged to members OR the actual unsubsidized cost,
5 based on the prior year's calculation, whichever amount is higher.

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7 Dated: 4/29/02

1 TOWN OF CAROLINE
2
3 by *Don Barber*
4
5

6 TOWN OF DANBY
7
8 by *Neil*
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10 TOWN OF DRYDEN
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12
13 by *Mark Kawajani*
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15 TOWN OF ENFIELD
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18 by *John*
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20 TOWN OF GROTON
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22
23 by *Glenn Morey*
24

25 TOWN OF ITHACA
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28 by *Catherine Valentino*
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31 TOWN OF NEWFIELD
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34 BY *Charles K. Pappas*
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37 TOWN OF ULYSSES
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40 by *Joseph*
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VILLAGE OF LANSING

by *Curt K... ..*

CITY OF ITHACA

by *Allen*

COUNTY OF TOMPKINS

by *F.*