



# **INTERMUNICIPAL AGREEMENT**

**BETWEEN**

**THE TOWN OF CLIFTON, NEW YORK, AND  
THE TOWN OF FINE, NEW YORK,**

**REGARDING OPERATION OF THE  
CLIFTON-FINE YOUTH COMMISSION**

Enacted  
xxxxxx, 2013



THIS INTERMUNICIPAL AGREEMENT (“Agreement”), entered into \_\_\_\_\_, 2013, is hereby made by and between the Town of Clifton, a municipal subdivision of the State of New York, situate in St. Lawrence County, with offices at 7171 State Highway 3, Cranberry Lake, NY 12927 (“Clifton”), and the Town of Fine, a municipal subdivision of the State of New York, situate in St. Lawrence County, with offices at 4078 State Highway 3, Star Lake, NY 13690 (“Fine”).

The parties agree as follows:

**I. PURPOSE:**

The intent of this Intermunicipal Agreement is to provide a solid foundation for the operation of the Clifton-Fine Youth Commission, by establishing procedures and policies for the two Towns to follow in managing the program.

**II. HISTORY:**

**III. DEFINITIONS:**

1. “Towns” shall mean the Towns of Clifton and Fine, both located in St. Lawrence County, New York.
2. “Youth Commission” shall mean the Clifton-Fine Youth Commission.
3. “Joint Town Boards” or shall mean the Town Boards of the Towns acting jointly either in a joint meeting of the Town Boards, or through consistent actions in separate Town Board meetings of the Towns.
4. “Committee” shall mean the Youth Commission Advisory Committee as established in this Agreement.

**IV. BOARD AUTHORITY & RESPONSIBILITY:**

1. Ownership. The Towns jointly operate the Clifton-Fine Youth Commission.
2. Joint Responsibility. The Towns share equally the fiscal and legal responsibilities of the Youth Commission. The Towns have joint authority and responsibility for, and shall jointly do the following:
  - a. Agree to an Annual Budget;
  - b. Agree to any unbudgeted expenditures over \$100.00;
  - c. Agree to employee wages;
  - d. Agree to the hiring and dismissal of all Youth Commission employees;
  - e. Agree to special policies and procedures to guide employees in their daily decision-making;
  - f. Agree to any changes in the Youth Commission program activities;
  - g. Agree to rules and regulations for participation; and
  - h. Create job descriptions for Youth Commission employees;
  - i. Delegate authority to Youth Commission employees and Youth Commission Advisory Committee members to ensure procedures and rules are obeyed to maintain efficient operations.
3. Town of Fine Responsibility. The Town of Fine is responsible for the fiscal management and record-keeping of the Youth Commission.
  - a. The Town of Fine policy and procedure manual will apply to Youth Commission employees, unless otherwise specified in this Agreement or in the jointly adopted Youth Commission Policies & Procedures Agreement.
  - b. The Town of Fine fiscal procedures and practices, including the procurement policy, will apply to the Youth Commission.
  - c. The Fine Town Board is responsible for hiring the Youth Commission employees.
  - d. The Town of Fine agrees that copies of all reports (e.g. NYS Office of Children and Family Services) will be provided to the Committee Chair and the Town Clerk of Clifton for distribution.

**V. OPERATIONAL PROCEDURES:**

1. The Joint Town Boards shall meet together to conduct Youth Commission business on the first Monday in April and the first Monday in November of each year. The Town Supervisor from either Town may call additional special joint meetings during the year, if necessary. Notice of the special joint meeting must be in writing to both Town Clerks to ensure all Town Board members from both Towns are notified of the date, time, and place of the meeting. The Supervisor calling the meeting shall also notify the Youth Commission Advisory Committee Chair of the meeting.
2. The Town of Clifton Supervisor shall preside over the spring joint meeting each year. The Town of Fine Supervisor shall preside over the fall joint meeting each year. The Supervisor that calls any additional special joint meeting shall preside over the special joint meeting. The presiding Supervisor will create and distribute an agenda to all Town Board members prior to the meeting. One Supervisor may relinquish the duty to preside over a meeting to the other Supervisor.
3. Each Town Board must independently have a quorum present and must vote independently to take action at joint meetings. The failure of an affirmative vote by both independent Town Boards shall prevent any change, causing the status quo to continue.

**VI. YOUTH COMMISSION ADVISORY COMMITTEE:**

The Joint Town Boards shall establish a Youth Commission Advisory Committee to inform and advise the Joint Town Boards on matters involving Youth Commission operations. The Town Boards cannot assign or surrender their basic statutory responsibilities to the Committee, but can use information and advice from the Committee for more effective and efficient Youth Commission decision-making. In addition, the Recreational Director and/or Co-Directors acts on behalf of the Town Boards to carry out the day-to-day operations of the Youth Commission.

1. **Committee Members.** The Youth Commission Advisory Committee shall be comprised of seven (7) members. Each Town Board shall independently appoint two (2) Committee members. The Town Boards may appoint Town Board members or interested citizens. The Youth Commission Director and/or Co-Directors will be ex-officio voting Committee members. The Youth Commission Advisory Committee will appoint the remaining member(s) to the Committee.
  - a. The Town Boards shall make their yearly Committee appointments at their respective organizational meetings each year.
  - b. The Committee-appointed Committee member(s) shall be appointed as the first order of business at the first Committee meeting each year.
  - c. The Committee shall select a Chairperson for the year, annually, by majority vote at their first meeting each year. The Recreational Director and/or Co-Directors may not be appointed Committee Chairperson.
  - d. Committee members must annually complete a volunteer registration form and submit it to the Town of Fine bookkeeper for record-keeping purposes.

2. Meetings.

- a. Committee meetings are open to the public and must be advertised as required by the Open Meetings Law (Public Officers Law, Art. 7).
- b. The Committee shall decide the date, time, and place of meetings. Meetings shall be scheduled as necessary for the proper operation of the Youth Commission.
- c. The Committee shall use the affirmative vote of a majority of the total membership to make recommendations. Therefore, four affirmative votes are required to take action, even if only four or five members are present.
- d. The Committee shall designate someone to keep notes at meetings and distribute a summary of the meetings to both Town Clerks within 10 days, so that the information may be distributed to Town Board members.

3. Responsibilities.

- a. The Committee shall recommend a Recreation Director or Co-Directors for the Fine Town Board to consider hiring for the Youth Commission. The Director or Co-Directors must abstain from voting on recommendations for appointments of the Director or Co-Directors. A job opening must be advertised; unless a returning employee is filling the same Youth Commission position they held the prior year.
- b. The Committee shall recommend activities and sports programs for the joint town boards to approve.
- c. The Committee shall ensure that both employees and participants adhere to Youth Commission policies, procedures, and rules.
- d. The Recreation Director and/or Co-Directors are responsible for overseeing daily operations of the Youth Commission. Youth Commission employees report to the Recreation Director or designee. The Recreational Director and/or Co-Directors report directly to the Committee Chairperson. The Committee Chairperson is responsible for reporting to the full Committee and/or the Joint Town Boards, whichever is applicable.

**VII. MISCELLANEOUS:**

1. Each separate provision of this Agreement shall be deemed independent of all other provisions. Should any provision be deemed to be declared invalid, all other provisions of this Agreement shall remain valid and enforceable.
2. Indemnification.
  - a. The Town of Clifton does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Fine against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Clifton may or shall be liable by reason of its action or failure to act under this Agreement.
  - b. The Town of Fine does hereby covenant and agree to indemnify and keep indemnified and save harmless the Town of Clifton against claim for any loss, injury, death and/or damage and against any claim for compensation for which the Town of Fine may or shall be liable by reason of their actions or failure to act under this Agreement.

3. Authority for Execution.

- a. Clifton. The Supervisor of Clifton has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Clifton, at a meeting thereof held on \_\_\_\_\_, 2013. Robert Snider, Town of Clifton Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Clifton. At least one copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Clifton.
- b. Fine. The Supervisor of Fine has executed this Agreement pursuant to a resolution adopted by the Town Board of the Town of Fine, at a meeting thereof held on \_\_\_\_\_, 2013. Mark Hall, Town of Fine Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town of Fine. At least one copy of this Agreement shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Fine.

4. Modification.

- a. This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
- b. This Agreement is enacted by independent legal actions of both Town Boards and may only be amended by consistent independent legal actions of both Town Boards. One Town Board may not unilaterally amend this Agreement.

5. Waiver. No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same

6. Term. This Agreement will take effect upon the date entered into and shall be for an indefinite term. This Agreement supersedes and repeals any previous agreements between the Towns regarding the Youth Commission.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the Town of Clifton and the Town of Fine have executed this Agreement by the respective Town Supervisors, who are duly authorized to do so, the day and year first above written.

Town of Clifton

Town of Fine

By: \_\_\_\_\_

Robert L. Snider  
Town Supervisor

By: \_\_\_\_\_

Mark Hall  
Town Supervisor