TOWN OF LAKE PLEASANT FINANCIAL SERVICES
INTERMUNICIPAL AGREEMENT

This Agreement, is made this 15 day of January, 2024 by and between the County of Hamilton, 102 County View Drive, P.O. Box 206, Lake Pleasant, New York 12108 (hereinafter referred to as "County"), and the Town of Lake Pleasant, P.O. Box 799, Lake Pleasant, New York 12108 (hereinafter referred to as "Town").

WHEREAS, the County and Town recognize the need to share services within Hamilton County to more efficiently utilize the tax dollars of our residents; and

WHEREAS, Hamilton County has begun a process to seek out opportunities for shared services; and

WHEREAS, the County and the Town have determined that such a shared services opportunity exists; and

WHEREAS, General Municipal Law Article 5-G authorizes municipalities to enter into inter-municipal agreements, and

WHEREAS, the Town is in need of certain accounting, bookkeeping and payroll services; and

WHEREAS, the Office of the Hamilton County Treasurer is able to provide certain accounting, bookkeeping and payroll services to municipalities within Hamilton County;

NOW, THEREFORE, IT IS AGREED, by the parties hereby as follows:

A) The Hamilton County Board of Supervisors by Resolution 12-24 has authorized Hamilton County Chairman of the Board of Supervisors to enter into an agreement with the Town of Lake Pleasant to provide financial accounting, bookkeeping and payroll services as permissible and sanctioned by GML 119-0 and 119-n.

B) The Town of Lake Pleasant has adopted a resolution authorizing the Town Supervisor to enter into an agreement with the County of Hamilton to provide financial accounting, bookkeeping and payroll services, as permissible and sanctioned by GML 119-0 and 119-n.

C) The Office of the Hamilton County Treasurer shall provide accounting, bookkeeping and payroll services, as more particularly set forth at Attachment A hereto, commencing on the 1st day of January, 2024 and ending on December 31, 2024, unless extended in writing. Notwithstanding this end date, it is understood that the Office of the Hamilton County Treasurer shall continue to provide the agreed upon services into Year 2025, until the closing of the 2024

Town books and filing of the 2024 Annual Update Document with the Office of the New York State Comptroller.

D) The Town agrees to pay the County $14,850.00 covering January 1, 2024 to December 31, 2024 to provide the agreed upon services.

E) The County and Town reserve the right to terminate participation in this Agreement upon ninety (90) days written notice for any and all reasons.

F) The continuation of service from one year to the next will not occur unless the Hamilton Legislature so extends this agreement by resolution, subject to mutually agreed upon cost amendments.

G) Payment for such service will be made by the Town to the County of Hamilton in quarterly installments. Failure to pay within 30 days is an incident of default that permits the County to cancel this Agreement upon notice with a 30-day opportunity to cure the default.

H) The Town agrees to defend, indemnify and save harmless the County and their agents and employees against any and all claims, losses, demands, and liabilities to which the County of Hamilton may be subjected as a result of a breach of this contract or the negligence of the Town.

I) The County of Hamilton agrees to defend, indemnify and save harmless the Town and their agents and employees against any and all claims, losses, demands, and liabilities to which the Town may be subjected as a result of a breach of this contract or the negligence of the County of Hamilton.

J) No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving such breach.

K) This Agreement constitutes the complete understanding of the parties. It may only be amended, varied, modified or waived by written agreement executed by authorized signatories of the parties.

L) This Agreement shall be construed in accordance with the laws of the State of New York.

M) If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified then severed and the remainder of the agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

N) All notices and payments hereunder shall be in writing, mailed first class or delivered by hand to the address of the other party as set forth below, and shall take effect when mailed or when received if delivered by hand.

Town of Lake Pleasant	Hamilton County
P.O. Box 799	P.O. Box 206
Lake Pleasant, NY 12108	Lake Pleasant, NY 12108

O) County shall create and maintain such records, reports, documents, and materials as are required to provide the services to be performed under this Agreement.

P) The parties agree that they shall periodically share such information with each other, hold such meetings and study such potential cooperative services between them and others as are likely to result in increased efficiencies, better service to the public, and cost savings to the taxpayers.

Q) This Agreement shall supersede all prior agreements between the parties regarding this subject matter.

Q) This Agreement shall not preclude either or both parties from entering into other cooperation or inter-municipal agreements outside of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures as of the day and year first above written.

COUNTY OF HAMILTON

Brian E Wells
BRIAN E. WELLS

Chairman, Board of Supervisors
Title

2/1/24
Date

TOWN OF LAKE PLEASANT

Betsy Bain
BETSY BAIN

Town Supervisor
Title

2-21-24
Date

ATTACHMENT A
SERVICES TO BE PROVIDED

The Town shall provide the County Treasurer's Office with bank statements, payroll records and other documents necessary to enable the County to fulfill its obligations under this Agreement.

The County of Hamilton (County) will provide the following services to the Town of Lake Pleasant in fulfillment of the Municipal Services Agreement:

1. Reconcile each of the Town's checking accounts monthly.
2. Prepare monthly financial reports for the board.
3. Prepare and file quarterly Federal and State payroll tax reports for the Town, and for State retirement system reporting.
4. Prepare journal entries, as necessary.
5. Prepare monthly supervisor's report.
6. Prepare and file the Annual Update Document with NYS Comptroller.
7. Prepare all required annual payroll filings including employee W-2s.
8. Prepare and distribute required 1099 forms to vendors. Make required filing with IRS.
9. Prepare required year end entries including, but not limited to, payroll accrual, pension and health insurance distributions.
10. Prepare year end schedules and adjustments for the annual audit.
11. Prepare and file the annual update document with the New York State Comptroller's Office.
12. Work with Town's independent auditor to complete audit.
13. Assist drafting of responses to management letter comments.
14. Conduct all on-line banking services on behalf of the Town including all transfers and payroll tax payment.