TOWN OF LAKE PLEASANT FINANCIAL SERVICES
INTERMUNICIPAL AGREEMENT

This Agreement is made and entered into the 15 day of January, 2024, by and between HAMILTON COUNTY, a municipal corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal offices located at the County Office Complex, Route 8, Lake Pleasant, New York (hereinafter referred to as the "County"), and TOWN OF LAKE PLEASANT, a municipal corporation organized and existing under the laws of the State of New York, with offices at P.O. Box 799, Lake Pleasant, New York 12108, (the "Town").

WITNESSETH:

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 authorized 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 No. 11-25 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 GML119-0 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, 2025 and ending on December 31,

2025, 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 2026, until the closing of the 2025 Town books and filing of the 2025 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, 2025 to December 31, 2025 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.

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 normal 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.