

Financial Operation Agreement – CCPSA and the Town of Williston

This agreement is made this _____ day of _____, ~~2019-2020~~ between the Town of Williston (Town) and the Chittenden County Public Safety Authority (CCPSA), collectively the parties, for the purposes of administering the accounting and financial operations of CCPSA for any lawful purpose.

RECITALS

1. WHEREAS, the parties desire to enter an interlocal contract for administrative governmental service whereby which CCPSA and the Town of Williston will remain separate entities.
2. WHEREAS, CCPSA desires to have the Town conduct the primary financial operations of CCPSA and the Town accepts such obligations and will serve as a fiduciary with respect to the obligations set forth in this Agreement; and
3. WHEREAS, the Policy Board of CCPSA (“Policy Board”) will perform oversight functions for the operations of CCPSA including financial operations as set forth in this Agreement.

NOW THEREFORE, pursuant to the authority and authorization in 24 VSA Section 4901, and in consideration of the mutual promises set forth herein, the parties agree as follows:

TERMS AND PROVISIONS

A. TOWN RESPONSIBILITIES

- a. The Town is hereby appointed and authorized to perform all or any of the following services on behalf of CCPSA.
 - i. Financial Asset Custodian
 - ii. Accounts Payable
 - iii. Accounts Receivable
 - iv. Bank Statement Reconciliation
 - v. Financial Recordkeeping
- b. The Town shall maintain a system of books and records which is adequate for the financial and tax reporting needs and requirements of CCPSA.
- c. Such books and records shall be maintained at the Town’s principal office or any other place designated and shall be available for examination by an authorized representative of CCPSA at any reasonable time.

- d. The Town shall provide to CCPSA, from time to time, on reasonable demand copies of any such books and records.
- e. The Town shall provide to CCPSA with such reports and statements concerning financial performance at such intervals as agreed between them.
- f. The Town shall remit payment on submitted and adequately approved invoices at an agreed upon periodic schedule.
- g. The Town shall reconcile all bank statements belonging to CCPSA in a reasonable interval after receipt.
- h. In performing services, the Town shall exercise the same degree of care as it exercises in respect of its own property except to such extent as may be otherwise provided in this agreement.
- i. The Town shall be responsible for contracting performance of an annual audit of financial reporting of the fiduciary accounts held on behalf of CCPSA during its own audit review at no charge to CCPSA.
- j. Should the Town note any irregularities in the documentation submitted with regarding to CCPSA transactions it shall notify the Policy Board.
- k. The Town shall not be responsible or liable for any loss, failure or delay in the performance of its obligations under this Agreement arising out of or caused directly or indirectly by circumstances beyond its reasonable control including without limitation, acts of God, loss or malfunction of utilities, computer (hardware or software) or communications services, accidents, regulatory changes, or acts of the government.
- l. The Town may, at its discretion, accept instructions reasonably believed to have emanated from authorized persons in which case, if it acts in good faith on such instructions, such actions shall be binding on CCPSA and the Town shall not be liable for doing so, whether the instructions were given by the authorized person.

B. CCPSA RESPONSIBILITIES

- a. As a trustee, the Town of Williston Selectboard shall have no authority regarding the financial operations of CCPSA. The financial operations of this Agreement shall be governed by the CCPSA Policy Board.
- b. All property conveyed by this agreement, including any income or increment derived from the property, is the property of CCPSA and cannot be used for the benefit of the Town or its programs.

- c. Any debts or obligations associated with CCPSA remain its debts alone and are not considered obligations of the Town of Williston or its agents.
- d. CCPSA shall change signatories on the bank accounts to match those of the Town. All bank accounts shall have the mailing address changed to: 7900 Williston Road, Williston, VT 05495.
- e. CCPSA shall be responsible for the timely submission of all invoices and adequate approvals under their policies and procedures.
- f. Any fraudulent charges that result from inadequate controls shall be the responsibility of CCPSA.
- g. CCPSA shall be responsible for grant administration and tax filing associated with its operations. Copies of such filings shall be provided to the Town for recordkeeping purposes.
- h. CCPSA shall be required to provide copies of Policy Board Minutes, Financial Policies and all other documents identified as pertinent to financial reporting or audit requirements.
- i. Should CCPSA notice any irregularities in the financial reporting documents, they shall, within a reasonable time, notify the designated Town contact and work with Town contact to resolve any concerns.
- j. Should the Town fall above the threshold for a Uniform Guidance Audit as required by OMB 2 CFR Part 200 by an amount less than or equal to the amount of Federal Grants received by CCPSA, the program will pay the incremental audit fee incurred by the Town proportional to the amount of Federal Awards received by each entity.

C. FEE FOR SERVICES/INDEMNITY

There will be no fee for services provided by the Town to CCPSA under this agreement. However, should the CCPSA hire one or more employees or should the work covered by this Agreement change substantially, this Agreement may be re-negotiated to include a fee for services.

CCPSA shall indemnify, defend and hold harmless Town and its officers, employees and/or agents from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with this Agreement, unless such claims are the result of gross negligence, fraud or willful misconduct of Town and its officers, employees and/or agents.

D. INDEPENDENT CONTRACTOR

Town shall act as an independent contractor and not as an employee of CCPSA. Town shall have responsibility for general supervision of Town's employees and agents and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under this Agreement.

E. COMMUNICATION

All communication with the Town regarding this agreement should be directed to:

Shirley Goodell-Lackey
sgoodell-lackey@willistonvt.org
7900 Williston Road
Williston, VT 05495

All communication with CCPSA regarding this agreement should be directed to:

Aaron Frank
Chair, Chittenden County Public Safety Authority
AFrank@colchestervt.gov
781 Blakely Road
Colchester, VT 05446

Communication may be sent either by mail or electronically.

F. AMENDMENT

This agreement may be amended or modified only by a written agreement signed by all parties.

G. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings regarding the subject matter hereof, whether oral or written.

H. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Agreement or the performance thereof, the parties agree to mediate the dispute with a neutral third party ~~neutral~~ prior to filing suit.

I. SEVERABILITY

Each provision of this agreement is severable and distinct from the others and, if one or more provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

J. TERM

The term of this agreement is July 1, ~~2019-2020~~ through June 30, ~~2020~~2021. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

K. SUCCESSORS AND ASSIGNS

This Agreement shall bind the parties and their respective successors and assigns.

L. GOVERNING LAW

This Agreement and the application or interpretation hereof shall be governed by the laws of the State of Vermont.

SIGNATURES

CCPSA, Board Chair

Town of Williston, Town Manager, duly
authorized by the Selectboard

Aaron Frank

Printed Name

Richard McGuire

Printed Name

Date

Date