

Shared Financial Services Agreement

THIS AGREEMENT, (“Agreement”) made this 13th day of June, 2022, by and between the Town of Essex, a Vermont municipality located in Chittenden County, (“Essex” or the “Town”) and the Village of Essex Junction, a Vermont municipality located in Chittenden County, (“Essex Junction” or the “Village” and together the Village and Town are collectively referred to herein as the “Municipalities” or the “Parties”).

WHEREAS, the duly elected Town Selectboard and Village Trustees have general supervisory authority over affairs of their respective Municipalities;

WHEREAS, the Municipalities each desire to ultimately have independent finance departments (“Finance Departments”);

WHEREAS, until the Finance Departments are independent, the Municipalities may continue to have shared finance non-personnel related expenses, and the Town and Village shall each be responsible for the costs of those shared finance non-personnel related expenses based on the nature of the expenses as agreed upon by the finance directors;

WHEREAS, each municipality shall employ and manage its own Finance Department personnel, and fund its Finance Department’s budget;

WHEREAS, the Finance Departments may each operate from 81 Main Street during the term of this Agreement;

WHEREAS, the Municipalities desire that the Finance Departments shall work together, helping to accomplish the finance needs of each municipality, as determined by the finance director for each municipality;

WHEREAS, during the term of this Agreement, the Finance Departments shall work together to separate the currently shared finances to create independent finance departments for each municipality;

NOW THEREFORE, based on the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Village hereby agree as follows:

1. Term.

This Agreement shall commence upon execution of this Agreement and expire on June 30, 2025, unless earlier terminated pursuant to Section 6 herein. If this contract requires an extension, the Parties shall not unreasonably deny the extension, with any modifications mutually agreed to by the Parties.

2. Finance Departments

Each municipality shall employ its own Finance Department and the Finance Departments may both operate from 81 Main Street during the term of this Agreement. The Finance Departments shall work together, helping to accomplish the finance needs of both municipalities, as determined by the finance director for each municipality. The Finance Departments shall work toward separating the currently shared finances to ultimately create independent finance departments for each municipality.

3. Cost and Payment.

Each municipality shall pay all costs associated with its respective Finance Department. If there are shared finance non-personnel related expenses, including without limitation consultant fees after fiscal year 2023, each municipality is responsible for its portion of the costs, which shall be allocated based on the nature of the expense as agreed upon by the finance directors (i.e. number of users, number of FTEs, amount of time, number of invoices, etc.). Examples of expenses that may be addressed in this matter include: Questica, ReadSoft, NEMRC, professional services fees (NEMRC custom programming or tax billing assistance), office supplies, group trainings, copier rental and usage, and printing and mailing costs. In the event the finance directors cannot reach agreement as to the expense allocation, the Town Manager and Village Manager shall work together to reach agreement. If the Managers cannot reach agreement, the issue will be brought before the Town Selectboard and the Village Trustees. Should the Town Selectboard and Village Trustees not come to an agreement, the dispute will be addressed pursuant to Section 10 of this Agreement.

4. Personnel Management

Each municipality shall employ and manage its own Finance Department personnel, and fund its Finance Department's budget.

5. Necessary Actions.

The Town and the Village hereby agree to take or cause to be taken such further actions, if any, and to execute, deliver and record, or cause to be executed, delivered and recorded, such further documents and instruments that may be reasonably necessary to fully effectuate the purposes, terms and conditions of this Agreement.

provision of this Agreement shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

10. Disputes.

In the event of any dispute arising out of this Agreement, the Municipalities shall first agree to mediate the dispute. The Municipalities may also agree to submit any dispute not resolved in mediation to binding arbitration. Otherwise all disputes arising out of or related to this Agreement shall be heard in the Vermont Superior Court, Chittenden Civil Division or, when applicable, the United States District Court for the District of Vermont.

11. Entire Agreement.

This Agreement represents the entire agreement between the Parties. All prior agreements, offers, negotiations and representations not herein expressly contained shall be of no force and effect.

12. Assignment; Binding Agreement.

Neither party shall assign this Agreement or any interest hereunder without the written approval of all of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Shall the Village of Essex Junction become the City of Essex Junction at any time prior to the expiration of this agreement, this agreement shall remain in effect between the City of Essex Junction and Town of Essex.

13. No Waiver.

No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue in full force and effect, or the rights of either party with respect to any other existing or subsequent breach.

14. Captions.

The captions or marginal words are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of this Agreement nor the intent of any provisions hereof.

DATED this 13 day of June, 2022.

TOWN OF ESSEX

By: 
Its Duly Authorized Agent

VILLAGE OF ESSEX JUNCTION

By: 
Its Duly Authorized Agent

Signature: 
Email: tgetchell@essex.org

Finance Contract 3.28.22 TA

Final Audit Report

2022-06-16

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