

EMPLOYMENT SUBCONTRACTING AGREEMENT

THIS EMPLOYMENT SUBCONTRACT AGREEMENT, hereinafter called the AGREEMENT, is made and entered into this 2nd day of October 2017 between the Selectboard of the Town of Essex, Vermont, hereinafter called TOWN and the President and the Board of Trustees of the Village of Essex Junction, Vermont, hereinafter called VILLAGE, as provided below:

WHEREAS, both the VILLAGE and the TOWN have expressed interest in a shared management arrangement regarding the entities' municipal manager, and

WHEREAS, both the TOWN and the VILLAGE wish to consider whether there is a reasonable likelihood that one manager could effectively serve both the TOWN and the VILLAGE, and

WHEREAS, the TOWN AND VILLAGE wish to engage in a trial period during which they will both utilize the services of the current TOWN Manager, and

NOW THEREFORE, the parties, in exchange for good and valuable consideration, as more particularly described below, agree to the following terms and conditions:

I. SCOPE OF EMPLOYMENT

- A. The VILLAGE shall appoint the current Town Manager, a TOWN employee, from the TOWN on a part time basis as the Town Manager of the VILLAGE. In that role, the Manager will perform all duties of a Town Manager for the VILLAGE, as specified by law and ordinance, and to perform such other duties as specified by state statute, municipal charter, ordinance and the VILLAGE'S Personnel Policy.
- B. It is understood that there is a possibility that a conflict could arise between the parties. If that should occur, the Manager shall advise both the VILLAGE and the TOWN of the conflict, and then remain neutral as to the conflict.

II. ROUTINE SCHEDULE

The routine schedule, subject to leaves and unanticipated circumstances, will be as follows:

- A. The Manager will be at the VILLAGE offices two mornings and three afternoons per week. During the week of Trustee's meeting, the Manager will work two mornings and two afternoons.
- B. The Manager will spend the remainder of the work week at the TOWN Offices.

III. COMPENSATION

The VILLAGE shall pay the TOWN for all hours worked by the Manager between July 1, 2018 and June 30, 2021 at an hourly rate equal to that in the Manager's contract with the TOWN. The Manager shall remain a TOWN employee, not a VILLAGE employee, while acting as VILLAGE manager.

IV. INSURANCE

The TOWN shall provide worker's compensation insurance for the Manager to cover any job related injuries that the Manager incurs while working at the VILLAGE offices or during hours worked for the VILLAGE.

V. TERMINATION

Either party can cancel this Agreement with a ninety (90) day (calendar days) notice to the other party with no liability to either party.

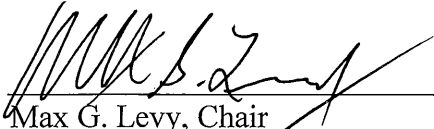
VI. DURATION

The duration of the Agreement is July 1, 2018 through June 30, 2021 with six month extensions if both parties approve, unless terminated or extended as provided for above.

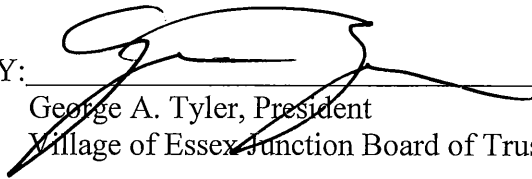
VII. MISCELLANEOUS

- A. The parties represent that they have full authority to enter into this contract and that it shall be binding on both parties successors and heirs.
- B. It is understood by both parties that this Agreement constitutes the entire agreement and any amendments to the agreement including an extension of the agreement beyond June 30, 2021 or a modification of conditions in the Agreement require mutual consent and must be in writing and signed by both parties.
- C. This contract is assignable to the new Manager.

TOWN OF ESSEX

BY: 
Max G. Levy, Chair
Town of Essex Selectboard

VILLAGE OF ESSEX JUNCTION

BY: 
George A. Tyler, President
Village of Essex Junction Board of Trustees

Attest: 

Attest: 

BY: 
Patrick C. Scheidel
Essex Town Manager

Attest: 