

**MEMORANDUM OF UNDERSTANDING
REGARDING THE UNIFIED MANAGER**

This Memorandum of Understanding, made and entered into this 26 day of February, 2018, by and between the Town of Essex, Vermont, a municipal corporation acting by and through its Selectboard (the "Town"), and the Village of Essex Junction, a municipal corporation acting by and through its Board of Trustees (the "Village"):

RECITALS

WHEREAS, the Town and Village desire to employ the services of Evan K. Teich as a Town Manager of the Town of Essex and a Village Manager of the Village of Essex Junction, a position to be referred to as Unified Manager, and have entered into an Employment Agreement with Evan K. Teich dated January 14, 2018 ("Employment Agreement"), for that purpose; and

WHEREAS, the Town and the Village acknowledge and agree that the success of the Unified Manager will depend greatly upon continued cooperation and communication between the Town and Village, and to that end desire to set forth their understanding as to how the services of the Unified Manager will be shared and utilized, as well as to establish a schedule for joint meetings between the parties; and

WHEREAS, the parties intend that this Memorandum of Understanding shall be for an initial term of 1 year, and shall be revisited at least annually during the term of the Employment Agreement with the Unified Manager.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties mutually agree as follows:

SECTION I: UNIFIED MANAGER COMPENSATION AND BENEFITS

The Town and the Village shall each be responsible for fifty percent (50%) of the Unified Manager's annual salary and any performance bonuses payable to the Unified Manager in the Town and Village's discretion pursuant to Section IV.B. of the Employment Agreement. The Town shall be solely responsible for payment of the benefits and expenses set forth in Sections V and VII of the Employment Agreement.

SECTION II: GOALS & OBJECTIVES

Prior to July 1 of each year of the Employment Agreement, the Town, the Village and the Unified Manager shall establish and define such goals and performance objectives that they mutually determine are necessary for the proper operation of the Town and Village, and the attainment of the Town's and the Village's policy objectives. The Town,

the Village and the Unified Manager shall further establish a relative priority among the various goals and objectives, and said goals and objectives shall be reduced to writing. The goals and objectives shall generally be attainable within the time limits specified, within the annual operating and capital budgets and appropriations provided by the Town and Village and within existing circumstances and external conditions affecting the Town and Village.

SECTION III: ANNUAL REVIEW

The Town and the Village shall annually review and evaluate the Unified Manager's accomplishment of the goals and objectives established pursuant to Section II, above, and the Manager's performance in achieving those goals and objectives. This review and evaluation shall be in accordance with Specific, Measurable, Achievable, Relevant, and Time Constrained (SMART) criteria developed jointly by the Town, Village, and Unified Manager prior to the start of the performance period.

SECTION IV: BI-MONTHLY MEETINGS

The Town and Village shall meet at least bi-monthly (once every two months) for the express purpose of discussing any issues or concerns regarding the Unified Manager's performance, and to reinforce good performance. The goal of the bi-monthly meetings is to maintain strong communication between the Town and Village, and to receive and provide feedback between the parties and the Unified Manager.

SECTION V: MISCELLANEOUS

A. In recognition of the amount of time the Unified Manager must devote outside of normal office hours to the business of the Town and Village, the Unified Manager will be allowed to establish a reasonable schedule, in consultation with the Chair of the Town Selectboard and President of the Village Trustees. The Unified Manager will devote full time and attention to the business of the Town and Village and will not engage in any other business, except with the approval of the Town and the Village.

B. The Town and the Village acknowledge and recognize the Unified Manager as the chief administrative officer of both governments, exercising full supervisory authority over all Town and Village staff. To support the success of the Unified Manager, members of the Town Selectboard and the Village Trustees acknowledge and affirm that they will not interfere in Town or Village operations, including interacting with staff without the Unified Manager's specific approval. Staff members will be made aware of this policy and will report any encounters with elected officials which they believe violate this policy to the Unified Manager. The Unified Manager will report repeated violations to the membership of both boards for review and remediation.

C. The Town and Village recognize and understand that there is a possibility that a conflict could arise between the Parties. Both the Town and the Village shall instruct

the Unified Manager that in the event any such conflict arises, the Unified Manager shall advise both the Town and the Village of the conflict, and thereafter remain neutral as to the conflict.

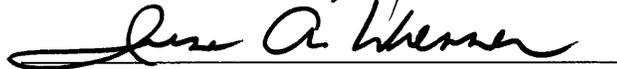
D. This Memorandum of Understanding will be reviewed at least annually by the Parties, and any amendments shall be in writing and signed by both Parties.

IN WITNESS THEREOF, THE Parties have hereunto signed and sealed this Memorandum of Understanding and a duplicate thereof this 26 day of February 2018.

TOWN OF ESSEX

by its Selectboard











VILLAGE OF ESSEX JUNCTION

by its Board of Trustees









[printed February 26, 2018]