

## Clerk/Treasurer Agreement

THIS AGREEMENT, (“Agreement”) made this 13<sup>th</sup> 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 Offices of the Clerk/Treasurer (“Clerk/Treasurer’s Office”) but desire to set forth terms for working together from the date of the execution of this Agreement until June 30, 2023;

WHEREAS, until the termination of this Agreement, the Municipalities shall continue to share the Clerk/Treasurer’s Office;

WHEREAS, the Village shall employ one employee and the Town shall employ the other employees of the Clerk/Treasurer’s Office and the Town shall compensate the Village for the shared services;

WHEREAS, the Clerk/Treasurer’s office will operate from 81 Main Street during the term of this Agreement; and

WHEREAS, the Town and Village/City Managers will have shared oversight of the Clerk; and

WHEREAS, the Municipalities desire that the Office of the Clerk/Treasurer shall serve the needs of each municipality and, if the City of Essex Junction is established, will continue to serve each municipality, distinguishing business by municipality as needed and required, and work to prepare the Office to operate as two independent offices, one 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.

The term of this Agreement shall be from the date of the execution of this Agreement until June 30, 2023. Continuation of a shared relationship thereafter will be pursuant to a new mutually acceptable agreement.

2. Office of the Clerk/Treasurer.

The Village shall employ one employee and the Town shall employ the other employees of the Clerk/Treasurer's Office. The Town shall compensate the Village Fifty Thousand Dollars per year (\$50,000.00) payable in four equal payments at the end of each quarter of the fiscal year.

The Office of the Clerk/Treasurer shall operate from 81 Main Street during the term of this Agreement. The Office of the Clerk/Treasurer shall perform the work customarily required of this office to serve both municipalities. If the City of Essex Junction is established, staff shall continue to serve both municipalities, providing all of the necessary services at 81 Main Street, yet distinguishing business by municipality as needed and required. At the conclusion of this Agreement, both offices shall function independently, at their respective City and Town offices, unless otherwise mutually agreed by the Parties.

Until both offices function independently, the Clerk(s) and Finance Directors shall determine the allocation of revenue and expenses to the appropriate municipality. In the event the Clerk(s) are uncertain of where to allocate revenue and expenses, 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 8 of this Agreement.

3. 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.

4. Termination.

This Agreement shall terminate on June 30, 2023, unless otherwise mutually agreed by the Parties, and may also automatically terminate upon any of the following events:

- a. The dissolution or insolvency of either of the Municipalities; or
- b. The Parties enter into a new written agreement which expressly supersedes this Agreement.

5. Amendment.

This Agreement may be amended or modified by mutual written agreement of the Parties.

6. Notice.

Any notice required to be given under this Agreement shall be in writing and mailed to the addresses listed below (or such other address as a party may designate) or hand delivered to the other party at a duly warned meeting of the Town Selectboard or the Village Trustees.

To the Town of Essex:                      Town of Essex Selectboard  
81 Main Street  
Essex Junction, VT 05452-3209

To Village of Essex Junction:        Village of Essex Junction Trustees  
2 Lincoln Street  
Essex Junction, VT 05452

7. Governing Law; Severability

This Agreement shall be governed by the laws of the State of Vermont. All rights and remedies provided by this Agreement or by law or in equity or by statute shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy now or hereafter existing to enforce this Agreement. If any 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.

8. 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, United States District Court for the District of Vermont.

9. 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.

Signature:   
Email: tgetchell@essex.org

10. 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. Should 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.

11. No Waiver.

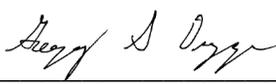
No failure by either party to insist upon the strict performance of any term hereunder or to exercise any right, power, or remedy consequent upon a breach thereof shall constitute a waiver of any breach of any such term. No waiver of any breach shall affect or alter this Agreement, which shall continue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

12. 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