

EMPLOYMENT SUBCONTRACTING AGREEMENT

THIS EMPLOYMENT SUBCONTRACT AGREEMENT, hereinafter called the AGREEMENT, is made and entered into this 7th day of June, 2013 between the Select Board 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, Patrick C. Scheidel, 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 Mr. Scheidel, a TOWN employee, from the TOWN on a part time basis as the Town Manager of the VILLAGE. In that role, Mr. Scheidel 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. Mr. Scheidel will also undertake an evaluation of the feasibility of a shared town manager arrangement and if it is feasible, propose a blueprint to accomplish a long term shared manager arrangement. Mr. Scheidel will meet with the chairs of the TOWN and VILLAGE approximately every 3 months to update them on his progress on this assignment and shall produce a final report thereon at a time agreed to by Mr. Scheidel, the TOWN and the VILLAGE.

- C. It is understood that there is a possibility that a conflict could arise between the parties. If that should occur, Mr. Scheidel 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. Mr. Scheidel will be at the VILLAGE offices two mornings and three afternoons per week. During the week of Trustee's meeting, Mr. Scheidel will work two mornings and two afternoons.

- B. Mr. Scheidel will spend the remainder of the work week at the TOWN Offices.

III. COMPENSATION

The VILLAGE shall pay the TOWN \$51.77 per hour for all hours worked by Mr. Scheidel between July 1, 2013 and June 30, 2014 and an adjusted hourly rate per Mr. Scheidel's contract with the TOWN from July 1, 2014 through June 30, 2015, consistent with his then salary. Mr. Scheidel 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 Mr. Scheidel to cover any job related injuries that Mr. Scheidel incurs while working at the VILLAGE offices or during hours worked for the VILLAGE.

V. TERMINATION

Either party can cancel this Agreement with a forty-five (45) day notice to the other party with no liability to either party.

VI. DURATION

The duration of the Agreement is July 1, 2013 through June 30, 2014 with six month extensions if both parties approve, unless terminated or extended as provided for above.

VII. MISCELLANEOUS

- A. The TOWN and the VILLAGE understand and agree that Mr. Scheidel's membership and activity in Essex Rotary and the Vermont League of Cities & Towns shall continue.

- B. The parties represent that they have full authority to enter into this contract and that it shall be binding on both party's successors and heirs.

C. 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, 2014 or a modification of conditions in the Agreement require mutual consent and must be in writing and signed by both parties.

TOWN OF ESSEX

BY: Linda K. Myers
Linda K. Myers, Chair
Town of Essex Select Board

VILLAGE OF ESSEX JUNCTION

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

Attest: Susan McAbmanca-Hill

Attest: Susan McAbmanca-Hill

BY: Patrick C. Scheidel
Patrick C. Scheidel
Essex Town Manager

Attest: Susan McAbmanca-Hill