

ESSEX JUNCTION RECREATION AND PARKS AGREEMENT

THIS AGREEMENT, made this 15th day of March, 2010, by and between the VILLAGE OF ESSEX JUNCTION (hereinafter referred to as "Village") and the ESSEX JUNCTION INCORPORATED SCHOOL DISTRICT (hereinafter referred to as the "School District," "Prudential Committee," or "PC").

WHEREAS, the Village owns the real property known as Maple Street Park, Cascade Street Park and Stevens Park (hereinafter referred to as "Parks");

WHEREAS, the School District presently operates, maintains and administers the above referenced Parks, their facilities and associated Recreation Programs;

WHEREAS, the School District owns the equipment, facilities and physical improvements made to the Parks including the Maple Street Park Recreation Building and Pool improvements;

WHEREAS, the School District is the employer for all Essex Junction Recreation and Parks employees;

WHEREAS, as set forth in the Essex Junction Board of Trustees Minutes of Meeting dated October 5, 1970, the Village approved the transfer of the operation, management and administration of the Parks and Recreation Programs to the Prudential Committee (PC), effective upon the PC's approval. While not reflected in any known PC minutes, the PC subsequently approved the transfer and warned its first Recreation Budget Article in 1971. Since 1971, the PC has continued the operation, maintenance and administration of the Parks and Recreation. The Village has continued to own the real property of the Parks;

WHEREAS, since 1971, the School District has constructed numerous improvements to the Parks, including construction of buildings, maintenance and replenishment of equipment and other capital improvements, both through its annually-approved operating and capital reserve budgets, as well as through the Recreation Department's bonded debt. Noteworthy are

the substantial physical improvements made to Maple Street Park in 1999-2000. The School District has continued its commitment to the continued capital improvements to the Parks during the last several years by way of the establishment of a capital reserve fund;

WHEREAS, on February 12, 2001 the PC and Village entered into an agreement for administration of the Parks and Recreation Programs, which expired on June 30, 2005 and was subsequently extended through June 30, 2010. That Agreement being the only known written agreement of the parties for such operation, maintenance and administration of the Parks and the Recreation programs;

NOW THEREFORE, the Village and PC agree to the continued operation, maintenance and administration of the Parks and Recreation Programs by the School District until July 1, 2011. Any other modification (such as an earlier termination) shall be by written agreement of both parties. This Agreement is not assignable without prior written consent of the Village and the PC. Notice of intent to renew or allow for expiration of the Agreement shall be provided by both parties within 90 days of the expiration date. Failure to provide notice shall not be cause for renewal or termination.

FURTHER, the PC agrees to operate, maintain, and administer the Parks and Recreation Programs consistent with the Village of Essex Junction's General Regulation of Public Parks Ordinance and School District Policies, as they may be amended from time to time;

FURTHER, as long as the School District is operating, maintaining, and administering the Parks and Recreation Programs, it shall defend, indemnify and hold the Village harmless from all claims, suits, actions, damages and expenses in connection with loss of life, bodily or personal injury or property damage arising from any occurrence which is the result of any negligence on the part of any Parks and Recreation employees or their agents;

FURTHER, as long as the School District is operating, maintaining, and administering Parks and Recreation, it shall maintain a combined single limit insurance policy of one million (\$1,000,000) dollars aggregate for general liability and property damage and name the Village


of Essex Junction as an additional insured. Annually, the Essex Junction School District shall provide a certificate from the insuring company indicating that such policy has been issued and is in force and that said insurance company agrees to notify the Village Manager at least ten (10) days prior to the date of termination of or change in said policy;

FURTHER, This Agreement supersedes and replaces all previous agreements and shall govern the operation, maintenance and administration of the Parks.

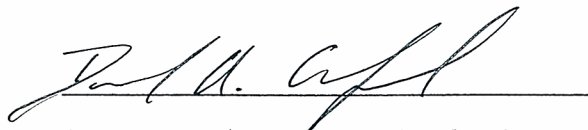
FINALLY, In the event that either the Essex Junction Incorporated School District merges or unifies with another school district and/or the Village of Essex Junction municipal government merges or unifies with another municipality, the operation, maintenance, and administration of the Parks and Recreation programs will be turned over to the Village or its successor. The Village, its successor or newly created Municipality as the case may be, shall be responsible for assuming or having assigned to it all bonded debt associated with Parks and Recreation improvements incurred by the School District prior to the effective date of unification/merger of either the schools or the municipal governments.

Date: 3/13/10

Dated: 3/10/2010



Linda Waite-Simpson, Chair
Essex Junction School District



Authorized Representative for the
Village of Essex Junction