

# **ESSEX JUNCTION RECREATION AND PARKS AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of February, 2011, 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 and Parks Programs;

**WHEREAS**, the School District owns the equipment, facilities and structural improvements located in 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 Recreation and Parks Programs to the Prudential Committee, 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 and Parks Budget Article in 1971. Since 1971, the PC has continued the operation, maintenance and administration of Recreation and Parks programs. The Village has continued to own the real property of the Parks;

**WHEREAS**, since 1971, the School District has constructed numerous improvements located in 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;

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**WHEREAS**, on February 12, 2001, the PC and Village entered into an agreement for administration of the Recreation and Parks Programs, which expired on June 30, 2005 and was subsequently extended through June 30, 2010. That Agreement was superseded by an Agreement executed by the Village on March 10, 2010 and by the School District on March 15, 2010 which will expire July 1, 2011;

**NOW THEREFORE**, the Village and PC agree to the continued operation, maintenance and administration of the Recreation and Parks Programs by the School District until July 1, 2012. From the effective date of this Agreement until July 1, 2012, the parties agree to accomplish the following tasks: to create a Joint Ad Hoc Oversight Committee by March 15, 2011 to oversee the operation of the Recreation and Parks Programs, to complete information gathering by August 1, 2011, to conduct public information meetings in August and September 2011, to meet jointly in October 2011, to prepare a final agreement including attorney review by November 15, 2011, and to approve and sign the final agreement by November 30, 2011. Any other modification of this Agreement, except termination, shall be by written agreement of both parties. This Agreement is not assignable without prior written consent of the Village and the PC. The parties agree that either party may at anytime exercise the choice to bring the Recreation and Parks Programs back to the Village with six month's notice to the other party. The parties agree to cooperate to implement the return;

**FURTHER**, the PC agrees to operate, maintain, and administer the Recreation and Parks Programs consistent with the Village's General Regulation of Public Parks Ordinance and School District Policies, as they may be amended from time to time. By March 15, 2011, the parties agree that a Joint Ad Hoc Oversight Committee will be created with two members from each Board and ex-officio one staff member from each party. The Committee will meet at least quarterly to review the operation of the Recreation Department. This oversight will include the approval of the Recreation and Parks operating and capital budgets, authorization of new programs and the hiring and firing of fulltime employees;

**FURTHER**, the School District 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

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property damage arising from any occurrence which happens during the time it was operating, maintaining, and administering Recreation and Parks Programs for the Village which are the result of any negligence on the part of any Recreation and Parks employees or their agents;

**FURTHER**, as long as the School District is operating, maintaining, and administering Recreation and Parks Programs, 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 as an additional insured. Annually, the School District shall provide a certificate from the insurance 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 Recreation and Parks Programs;

**FURTHER**, if no final agreement is approved and signed before January 1, 2012, the PC and the Village agree that the Recreation and Parks Department with all programs will be returned to the Village on or before July 1, 2012. The parties agree to cooperate to implement the return;

**FINALLY**, in the event that either the School District merges or unifies with another school district and/or the Village merges or unifies with another municipality, the operation, maintenance, and administration of the Recreation and Parks 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 Recreation and Parks improvements incurred by the School District prior to the effective date of unification/merger of either the School District or the Village.

Date: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Linda Waite-Simpson, Chair  
Essex Junction School District

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Authorized Representative for the  
Village of Essex Junction