

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONDONDERRY, TOWN OF WINHALL, TOWN OF LANDGROVE,
TOWN OF WESTON AND TOWN OF PERU**

This Interlocal Agreement (“Agreement”) is made and entered into this 18th day of September, 2023, by and between the Town of Londonderry (“Londonderry”), the Town of Winhall (“Winhall”), the Town of Landgrove (“Landgrove”), the Town of Weston (“Weston”), and the Town of Peru (“Peru”), (collectively referred to as the “Towns”) all of which are Vermont Municipalities.

1. CREATION:

Londonderry, Winhall, Landgrove, Weston and Peru, by and through their respective Selectboards, enter into this Agreement pursuant to 24 V.S.A. Chapter 121, § 4901 et seq; with all powers and authority set forth in 24 VSA Section 4902, to provide for the employment of a Mountain Towns Recreation Director, whose responsibilities are hereinafter set forth, to administer recreational programs for the inhabitants of the Towns party to this Agreement.

2. PURPOSE:

This Agreement sets forth the terms and conditions under which the Towns shall use the personnel of one town (the Mountain Towns Recreation Director who shall be employed by the Town of Londonderry) in order to provide joint services and activities to the Towns. The terms and conditions of this Agreement are not exclusive and are not intended to limit the authority of the Towns, acting by and through their respective Selectboards, to alter, amend, or adopt additional or different terms or conditions deemed to be in the best interests of the municipalities consistent with the intent of this Agreement.

3. DURATION:

This Agreement shall run for a period of three years, beginning July 1, 2023, unless terminated in accordance with the procedures outlined herein.

4. DESCRIPTION OF MOUNTAIN TOWNS RECREATION DIRECTOR DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the Recreation Director are set forth in the attached Job Description. See Exhibit A.

5. FUNDING AND ACTION BY TOWN:

Any action to be undertaken by a Town herein shall mean such action as approved by the Selectboard of such town and shall not require approval of municipal voters except as otherwise expressly required herein or by law. This provision is not intended to limit the discretion of the Selectboard to submit a matter to the voters for determination. Notwithstanding the above, the Towns agree to submit to the Towns' respective voters, annually, during the term of this agreement, a budget article which includes the funding for this position or a separate funding article to fund the Mountain Towns Recreation Director position. Each respective Town's funding obligation shall be in accordance with the percentages set forth in Paragraph 6, below.

6. EMPLOYMENT OF RECREATION DIRECTOR:

Londonderry shall employ the Mountain Towns Recreation Director as a town employee under the customary employment terms and conditions for the Town of Londonderry, including FICA/Medicare withholdings, worker's compensation coverage, retirement eligibility through VMERS, and health insurance. The salary and benefits package for the Mountain Towns Recreation Director shall not exceed \$95,386 for Fiscal Year 2024. The Recreation Director shall be supervised and evaluated per Londonderry Select Board standards, with advice received from the Advisory Committee. The Towns agree that the cost of the Recreation Director position shall be allocated as follows: i.)Parks administration and maintenance—20% of the total full time position to be paid by Londonderry; ii.) Remaining 80% of costs for recreational planning and administration shall be allocated based on population as follows:

1. Londonderry 43%
2. Weston 14%
3. Peru 12%
4. Landgrove 4%
5. Winhall 27%

7. ESTABLISHMENT OF ADVISORY COMMITTEE:

There shall be created an Advisory Committee developed with representation from each participating town as follows:

- i.) One member appointed by each Selectboard (Londonderry, Weston, Landgrove, Peru, Winhall)
- ii.) One member each representing FBAA, West River Sports, and the Londonderry Parks Board, each appointed by those respective boards
- iii.) One community member at large appointed by the Londonderry Selectboard
- iv.) The terms of the Advisory Committee shall be for two year terms. The initial terms for the members appointed by the five towns shall be for two years; the initial terms for the members appointed by the organizations and the community member at large appointed by the Londonderry Selectboard shall be for one year, thereby having staggered terms.

8. Operational Needs:

Recreational Programs with registration fees will be designed to adequately fund the various programs, excluding the compensation for the Recreation Director funded pursuant to this interlocal contract. Insurance fees will be rolled into registration fees. Flood Brook Athletic Association and West River Sports will continue to be involved in supporting the youth programs with financial assistance for specific tasks as identified by annual planning discussions. Operational monies/funds held by the other associations will be turned over to the Recreation Director upon the commencement of her duties. These operational monies include, but are not limited to, the registration fees, participation fees and other monies used for the operation of the programs. The operational monies shall not include any endowments or capital reserve accounts held by the other associations or Towns.

9. USE OF TOWNS' PREMISES:

The Recreation Director shall be entitled to use the Town of Londonderry's recreational facilities and the Town of Londonderry shall maintain said facilities. The Recreation Director may use other Towns' recreational facilities by written permission of the other Town's Selectboard. Neither the Recreation Director nor the Town of Londonderry shall be obligated to maintain the recreational facilities of the other towns.

10. MUTUAL INDEMNIFICATION:

Each Town party to this interlocal contract hereby covenants and agrees to indemnify, defend and hold harmless the other Towns party to the contract, their officers, agents and employees from any and all claims or causes of

action from any act or omission of such Town or agent of such Town arising out of or in connection with the performance of this Agreement.

11. ENCUMBRANCES:

No Town party to this contract shall be authorized to grant or permit an encumbrance of any type to be placed or asserted against the lands and premises of a participating Town. In the event an encumbrance is placed against a participating Town's lands or premises, the Town whose actions or conduct precipitated the encumbrance shall promptly take steps to remove the encumbrance and shall hold the other Towns harmless therefrom. Under no circumstances shall the indebtedness of one Town become the indebtedness of another member Town unless all Towns party to this contract have agreed, in writing, to undertake joint indebtedness.

12. INSURANCE:

During the term of this Agreement, Londonderry shall maintain, in full force and effect the following insurance coverages:

(a) Comprehensive General Liability insurance issued by a company licensed to do business in this state, or equivalent coverage through VLTC PACIF, providing coverage for all claims or causes of actions arising out of or in connection with the employment of the Recreation Director and/or the operation of the programs with limits of liability not less than One Million (\$1,000,000.00) Dollars each occurrence / Three Million (\$3,000,000.00) Dollars general aggregate.

(b) Motor vehicle liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the performance of the Mountain Towns Recreation Director's duties.

(c) Workers' Compensation Insurance in accordance with the laws of the State of Vermont.

(d) Policy for coverage of participants of recreational programs.

13. FINANCIAL MANAGEMENT:

The municipalities shall establish and maintain a financial reporting and record system which assures effective control and accountability for all

revenues received and all expenditures incurred in connection with performance of this Agreement. Each Town Selectboard, or designated representatives thereof, shall meet not less than once annually to establish an operational budget including all expenditures required for the performance of the Recreation Director's position. The financial reporting and record system shall be consistent with generally accepted accounting principles and provide for accurate, current and complete disclosure of receipts and expenditures for each Agreement related activity and document the sequence and status of receipts, obligations, disbursements, and balances.

14. WITHDRAWAL OF TOWN:

If the Selectboard of a Town party to this agreement votes to withdraw from the Agreement, or if the voters of a Town party to this Agreement petition for a vote to withdraw from the Agreement, the Selectboard of that Town shall warn a meeting to vote upon the withdrawal article. The voters of any such Town thereupon shall vote, at any annual or special meeting, to authorize its Selectboard to withdraw from this Agreement. It shall be a condition of withdrawal that the withdrawing Town pay the withdrawing Town's percentage of the cost to fund the Recreation Director's position for the remainder of the term of this interlocal contract.

15. ADDITION OF MUNICIPAL PARTY:

No municipality may be added as a party to this Agreement without the express written approval of each existing party municipality. A municipality may be added to this Agreement upon such terms and conditions as the existing party municipalities, in their sole discretion, shall deem to be fair, reasonable and in the best interest of the remaining municipalities.

16. TERMINATION OF AGREEMENT:

If the Selectboards of each and every Town party to this Agreement determine that it is in the best interest of the party Towns that this Agreement be terminated then the Selectboards of each Town shall submit the question of termination to the voters at any annual or special meeting where the question of termination has been duly warned and noticed.

17. AMENDMENT OF AGREEMENT:

The party Towns may amend this Agreement in writing as mutually agreed by each Selectboard at any regular or special meeting at which the question of amendment was duly warned and noticed. The amendment shall become

effective ten (10) days following approval by the Selectboard which last approved the amendment.

18. ASSIGNMENT:

This Agreement shall not be assignable or transferable by any municipality without the prior written consent of each member municipality.

19. NON-AGENCY:

No Town party to this contract shall be authorized to act as agent, representative or borrowed servant of the other, unless all Towns have agreed in writing.

20. PUBLIC RECORDS:

Any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by each municipality, its agents or representatives, in connection with the performance of this Agreement is subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315, et seq.

21. DISPUTE RESOLUTION:

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the dispute resolution procedure provided herein, and neither municipality may initiate legal action in a court of law relating to any claim, dispute or matter arising out of or relating to this Agreement without following the procedures provided herein.

The municipalities shall first endeavor to resolve all claims and disputes by mediation before a single mediator selected by the parties. A request for mediation shall be made in writing, and noticed to the other parties at the addresses provided herein. The mediation shall take place in Vermont and shall occur within twenty-one (21) days of the demand for mediation, unless another time period has been mutually agreed upon.

If mediation is not successful in resolving the dispute, either party may file an action with the appropriate State or Federal Court sitting in Vermont. **Each municipality knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based on this Agreement, arising out of, under or in connection with this Agreement or the transactions contemplated hereunder, or any course of conduct,**

course of dealings, or actions of any party, or their public officials, Selectboard members, agents, or representatives.

In the event a municipality files an action in Court to enforce any provisions of this Agreement, whether such action is at law, in equity or otherwise, the substantially prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party the reasonable costs and expenses incurred in the prosecution of such action, including but not limited to, reasonable attorney's fees and court costs.

22. SEVERABILITY:

Should any Court of competent jurisdiction determine that any provision of this Agreement to be invalid, illegal or unenforceable in any respect, such judgment shall not affect the validity, legality, or enforceability of the Agreement as a whole or any other part of this Agreement.

23. NOTICES:

All notices hereunder shall be in writing and shall be deemed to have been duly given if mailed by Certified Mail, postage pre-paid, addressed to the party to the address below:

Town of Londonderry:

Town of Peru

Town of Winhall

Town of Landgrove

Town of Weston

24. ENTIRE AGREEMENT:

This agreement sets forth the entire understanding of the parties relating to the subject matter of this Agreement and supersedes all prior negotiations, discussions, and understandings between the parties concerning such subject matter.

25. GOVERNING LAW:

This Agreement and the rights and obligations of the municipalities hereunder shall be construed in accordance with and governed by the laws of the State of Vermont.

26. DUPLICATE ORIGINALS AND COPIES:

This Agreement may be executed in duplicate, each of which shall be deemed original. The parties further agree that a copy of the Agreement with the signature of the Selectboard Chair of each municipality shall be enforceable as if an original document with original signatures.

27. WAIVERS:

The failure of any party to seek redress for violation of or insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver and shall not prevent such party from seeking redress for any subsequent violation of any term or condition.

28. HEADINGS:

The headings in this Agreement are provided for convenience only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this agreement or any provision hereof.


Town of Londonderry

Town of Peru









Londonderry Selectboard

Peru Selectboard

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONDONDERRY, TOWN OF WINHALL, TOWN OF LANDGROVE,
TOWN OF WESTON AND TOWN OF PERU**

This Interlocal Agreement (“Agreement”) is made and entered into this 20th day of SEPTEMBER, 2023, by and between the Town of Londonderry (“Londonderry”), the Town of Winhall (“Winhall”), the Town of Landgrove (“Landgrove”), the Town of Weston (“Weston”), and the Town of Peru (“Peru”), (collectively referred to as the “Towns”) all of which are Vermont Municipalities.

1. CREATION:

Londonderry, Winhall, Landgrove, Weston and Peru, by and through their respective Selectboards, enter into this Agreement pursuant to 24 V.S.A. Chapter 121, § 4901 et seq; with all powers and authority set forth in 24 VSA Section 4902, to provide for the employment of a Mountain Towns Recreation Director, whose responsibilities are hereinafter set forth, to administer recreational programs for the inhabitants of the Towns party to this Agreement.

2. PURPOSE:

This Agreement sets forth the terms and conditions under which the Towns shall use the personnel of one town (the Mountain Towns Recreation Director who shall be employed by the Town of Londonderry) in order to provide joint services and activities to the Towns. The terms and conditions of this Agreement are not exclusive and are not intended to limit the authority of the Towns, acting by and through their respective Selectboards, to alter, amend, or adopt additional or different terms or conditions deemed to be in the best interests of the municipalities consistent with the intent of this Agreement.

3. DURATION:

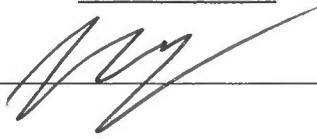

This Agreement shall run for a period of three years, beginning July 1, 2023, unless terminated in accordance with the procedures outlined herein.

4. DESCRIPTION OF MOUNTAIN TOWNS RECREATION DIRECTOR DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the Recreation Director are set forth in the attached Job Description. See Exhibit A.

Town of Londonderry

Town of Peru

Londonderry Selectboard

Peru Selectboard

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONDONDERRY, TOWN OF WINHALL, TOWN OF LANDGROVE,
TOWN OF WESTON AND TOWN OF PERU**

This Interlocal Agreement ("Agreement") is made and entered into this 6 day of September, 2023, by and between the Town of Londonderry ("Londonderry"), the Town of Winhall ("Winhall"), the Town of Landgrove ("Landgrove"), the Town of Weston ("Weston"), and the Town of Peru ("Peru"), (collectively referred to as the "Towns") all of which are Vermont Municipalities.

1. CREATION:

Londonderry, Winhall, Landgrove, Weston and Peru, by and through their respective Selectboards, enter into this Agreement pursuant to 24 V.S.A. Chapter 121, § 4901 et seq; with all powers and authority set forth in 24 VSA Section 4902, to provide for the employment of a Mountain Towns Recreation Director, whose responsibilities are hereinafter set forth, to administer recreational programs for the inhabitants of the Towns party to this Agreement.

2. PURPOSE:

This Agreement sets forth the terms and conditions under which the Towns shall use the personnel of one town (the Mountain Towns Recreation Director who shall be employed by the Town of Londonderry) in order to provide joint services and activities to the Towns. The terms and conditions of this Agreement are not exclusive and are not intended to limit the authority of the Towns, acting by and through their respective Selectboards, to alter, amend, or adopt additional or different terms or conditions deemed to be in the best interests of the municipalities consistent with the intent of this Agreement.

3. DURATION:

This Agreement shall run for a period of three years, beginning July 1, 2023, unless terminated in accordance with the procedures outlined herein.

4. DESCRIPTION OF MOUNTAIN TOWNS RECREATION DIRECTOR DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the Recreation Director are set forth in the attached Job Description. See Exhibit A.

Town of Winhall

E. Stuart Lusk

[Signature]

Julie Jones

Winhall Selectboard

Town of Weston

Weston Selectboard

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONDONDERRY, TOWN OF WINHALL, TOWN OF LANDGROVE,
TOWN OF WESTON AND TOWN OF PERU**

This Interlocal Agreement (“Agreement”) is made and entered into this 15th day of December, 2023, by and between the Town of Londonderry (“Londonderry”), the Town of Winhall (“Winhall”), the Town of Landgrove (“Landgrove”), the Town of Weston (“Weston”), and the Town of Peru (“Peru”), (collectively referred to as the “Towns”)all of which are Vermont Municipalities.

1. CREATION:

Londonderry, Winhall, Landgrove, Weston and Peru, by and through their respective Selectboards, enter into this Agreement pursuant to 24 V.S.A. Chapter 121, § 4901 et seq; with all powers and authority set forth in 24 VSA Section 4902, to provide for the employment of a Mountain Towns Recreation Director, whose responsibilities are hereinafter set forth, to administer recreational programs for the inhabitants of the Towns party to this Agreement.

2. PURPOSE:

This Agreement sets forth the terms and conditions under which the Towns shall use the personnel of one town (the Mountain Towns Recreation Director who shall be employed by the Town of Londonderry) in order to provide joint services and activities to the Towns. The terms and conditions of this Agreement are not exclusive and are not intended to limit the authority of the Towns, acting by and through their respective Selectboards, to alter, amend, or adopt additional or different terms or conditions deemed to be in the best interests of the municipalities consistent with the intent of this Agreement.

3. DURATION:

This Agreement shall run for a period of three years, beginning July 1, 2023, unless terminated in accordance with the procedures outlined herein.

4. DESCRIPTION OF MOUNTAIN TOWNS RECREATION DIRECTOR DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the Recreation Director are set forth in the attached Job Description. See Exhibit A.

Town of Winhall

Town of Weston

Lyndy Paris

John Ball

Miri

Winhall Selectboard

Weston Selectboard

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONDONDERRY, TOWN OF WINHALL, TOWN OF LANDGROVE,
TOWN OF WESTON AND TOWN OF PERU**

This Interlocal Agreement (“Agreement”) is made and entered into this 14 day of September, 2023, by and between the Town of Londonderry (“Londonderry”), the Town of Winhall (“Winhall”), the Town of Landgrove (“Landgrove”), the Town of Weston (“Weston”), and the Town of Peru (“Peru”), (collectively referred to as the “Towns”) all of which are Vermont Municipalities.

1. CREATION:

Londonderry, Winhall, Landgrove, Weston and Peru, by and through their respective Selectboards, enter into this Agreement pursuant to 24 V.S.A. Chapter 121, § 4901 et seq; with all powers and authority set forth in 24 VSA Section 4902, to provide for the employment of a Mountain Towns Recreation Director, whose responsibilities are hereinafter set forth, to administer recreational programs for the inhabitants of the Towns party to this Agreement.

2. PURPOSE:

This Agreement sets forth the terms and conditions under which the Towns shall use the personnel of one town (the Mountain Towns Recreation Director who shall be employed by the Town of Londonderry) in order to provide joint services and activities to the Towns. The terms and conditions of this Agreement are not exclusive and are not intended to limit the authority of the Towns, acting by and through their respective Selectboards, to alter, amend, or adopt additional or different terms or conditions deemed to be in the best interests of the municipalities consistent with the intent of this Agreement.

3. DURATION:

This Agreement shall run for a period of three years, beginning July 1, 2023, unless terminated in accordance with the procedures outlined herein.

4. DESCRIPTION OF MOUNTAIN TOWNS RECREATION DIRECTOR DUTIES AND RESPONSIBILITIES:

The duties and responsibilities of the Recreation Director are set forth in the attached Job Description. See Exhibit A.

Town of Landgrove


Win Ross 9/14/23

Atc Hall
STEVEN C. HALL

Landgrove Selectboard