

Intermunicipal Agreement for Local Government Shared Services

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Towns of Rockingham/Bellows Falls, Weathersfield, and Windsor, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” this 13th day of November 2023, as follows:

WHEREAS, the Municipalities desire to share the services of Land Use and Planning personnel, based on available resources and the needs of the Municipalities, as determined from time to time by the governing body set forth in this agreement.

WHEREAS, the Municipalities may extend this agreement to other positions from time to time, and additional Towns may enter the agreement upon acceptance of the governing body.

WHEREAS, the Municipalities are willing and able to manage the administrative obligations of this agreement through its Town Managers, who shall hereinafter be referred to as the Advisory Committee;

WHEREAS, each Municipality has the authority to enter into this Agreement;

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **Windsor/Windham County Collaborative.** There is hereby established a collaborative of Municipalities to be known as the “Windsor/Windham County Collaborative (WWCC)”, which shall hereinafter be referred to as the “Collaborative.” The Collaborative shall act by and through an Advisory Committee (the “Committee”), as established in Section 4 of this Agreement. The purpose of the Collaborative is to design and implement a shared services program by which the Municipalities are consolidated and shared such that cross-jurisdiction services, investigations, enforcement, planning, and reporting may be carried out and the land use, zoning, and planning of the Municipalities may be improved.
2. **Term.** The term of this Agreement shall commence on the date set forth above and upon signature by the Municipalities and shall end on June 30, 2025. If a replacement contract is not signed by June 30, 2025, this agreement will be considered as automatically renewed for a 1-year term unless a Termination has taken place, as defined in Section 10.
3. **Lead Municipality.** During the term of this Agreement, the Town of Windsor, acting as the “Lead Municipality,” shall oversee the shared services program provided for herein (the “Shared Services Program”). As the Lead Municipality, Windsor shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. Windsor shall act as the Municipalities’ purchasing agent for all contracts duly authorized by the Advisory Committee, established pursuant to Section 4 of this Agreement, to be entered into collectively by the Municipalities.

Final approval of any such contract is subject to the approval of the Advisory Committees appropriation by each party, to the extent required.

4. **Advisory Committee.** There shall exist an Advisory Committee (the “Committee”) comprised of the Town Manager from each municipality. The Committee shall meet as needed, at least quarterly, and each member shall have an equal vote with respect to Shared Services Program policies, personnel, operations, and finances. A majority of members of the Committee shall constitute a quorum for the purpose of transacting business. A quorum of the Committee may act by a majority of those present and voting. Any action of the Committee shall be made in a duly noticed meeting held in accordance with the provisions of the Vermont Open Meeting Law, as may be amended from time-to-time, including the requirements for posting notice and keeping minutes.
5. **Shared Service Program Participation.** Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
 - a. Each Municipality will consent to the Collaborative’s duly authorized agents and representatives exercising the powers provided for herein and by the Committee within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative’s agents, and any other employees the Collaborative may employ from time to time.
 - b. Each Municipality will be a member of the Committee as established pursuant to this Agreement and appoint and maintain a committee representative at all times.
 - c. Each Municipality will ensure that its representative to the Committee, and/or designees and other staff representatives, will attend any training sessions and Committee meetings (either in-person or via remote access) throughout the life of this Agreement.
 - d. Each Municipality will help promote and market the Shared Services Program and its services within their community.
6. **Other Town Resources.** Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality. Each Municipality shall be liable for the acts and omissions of its own employees and not for the employees of any other town or agency in the performance of the services under this Agreement. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney’s fees, arising out of the indemnifying Municipality’s acts or omissions, breach of this Agreement, or the negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages.
7. **Payment and Funding.** The Towns of Rockingham/Bellows Falls, Weathersfield, and Windsor will share the costs associated with the employment of Regional Employees at varying percentages, which may be amended through a formal written amendment to this agreement signed by all three (3) municipalities from time to time to meet the needs of each municipality.

The agreed upon percentages as of the date this agreement was signed are as follows:

<i>Position</i>	Rockingham/Bellows Falls	Weathersfield	Windsor
<i>Regional Land Use Specialist</i>	31.25%	37.5%	31.25%
<i>Regional Planning Specialist</i>	40%	20%	40%
<i>Total</i>	71.25%	57.5%	71.25%

The Lead Municipality, as defined in Section 3 of this agreement, shall calculate each of the abovementioned employees' total cost of employment, which shall include all agreed upon wages, FICA, MEDI, Workers Compensation, and any applicable benefits, such as healthcare insurance, dental insurance, long-term & short-term disability, retirement, vision, and life insurance.

Each town agrees there may be additional costs for each of the abovementioned employees, such as attorney fees that result from personnel related issues, licenses, sponsorships, professional development, training, software, and electronics. The same percentages above will be used to calculate the portion of these expenses that each municipality is responsible for, and all three (3) municipalities, through their respective Town Managers, must agree to these expenses in writing prior to the expense occurring by all participating municipalities.

The Lead Municipality must produce the total cost of employment in writing to each participating municipality for each of the abovementioned employees annually - no later than the second Monday in November, calculating each towns share of each employee's employment cost for the following fiscal year.

The Lead Municipality shall bill each participating municipality monthly through an invoice template mutually agreed upon.

8. **Entrance.** Any municipality, not a part of this Agreement, may petition the Advisory Committee to join the Agreement. In order to approve the addition of a new entity to the Agreement, no less than a two-thirds vote of the Committee shall be required to approve said entrant.
9. **Withdrawal.** Any Municipality other than the Town of Windsor as Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Upon such withdrawal, the Lead Municipality shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. The Town of Windsor, as Lead Municipality, by a vote of its Selectboard or Chief Executive Officer, may withdraw from this Agreement upon the provision of at least six (6) months prior written notice to the participating Municipalities, and a new Lead Municipality shall

thereafter be designated by the Committee, by a vote of the Advisory Committee of the remaining parties. Prior to the effective date of its withdrawal, the Town of Windsor shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Committee. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory Committee, by vote of the remaining members, has the authority to reallocate funding or other outside funding that would have been allocated to the Municipality that has left the Agreement.

10. **Termination.** This Agreement may be terminated by a vote of a majority of the Advisory Committee, at a meeting of the Committee called for that purpose, provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses, and assets.
11. **Conflict Resolution.** The Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, the Shared Services Program, the terms and execution of this Agreement, and data reporting.
12. **Financial Safeguards.** The Town of Windsor as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
13. **Assignment.** None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the Advisory Committee.
14. **Amendment.** This Agreement may be amended only in writing pursuant to an affirmative vote of the Advisory Committee.
15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
16. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Vermont.
17. **Headings.** The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

18. **Notices.** Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

19. **Complete Agreement.** This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.



Town Manager
Town of Rockingham/Bellows Falls



Town Manager
Town of Windsor



Town Manager
Town of Weathersfield