

**ADDISON COUNTY REGIONAL PLANNING COMMISSION
AGREEMENT WITH
THE TOWN OF BRISTOL
FOR CONSULTING SERVICES**

Project: Aid the Town of Bristol to revise its Town Plan.

This agreement is made this 15th day of April 2019 by and between the Addison County Regional Planning Commission, hereinafter referred to as “**ACRPC**” and the Town of Bristol, hereinafter referred to as “**Bristol**.”

Whereas, **ACRPC** proposes to serve as a consultant to aid **Bristol** in rewriting its Town Plan;

Whereas, **Bristol** desires to hire **ACRPC** as its consultant;

Whereas, the **ACRPC** is ready, willing, and able to perform the required services;

Now therefore, in consideration of these premises and the mutual covenants herein set forth, the parties agree as follows:

1. SCOPE OF WORK

ACRPC agrees to aid **Bristol** in re-writing the Bristol Town Plan pursuant to the workplan and budget submitted to the Agency of Commerce as part of Bristol’s Municipal planning Grant Application submitted September 2018 and awarded 2019.

2. TIME SCHEDULE

ACRPC and **Bristol** agree to use their best efforts to complete the work to be performed under this agreement by May 31, 2020.

3. BEGINNING OF WORK AND TERMINATION

This agreement shall be effective as of April 1, 2019. The parties agree to work together on Bristol’s Municipal Plan until it is completed pursuant to the scope and timeframe noted above.

4. THE AGREEMENT FEE

Bristol agrees to pay **ACRPC** an amount not to exceed **SIXTEEN THOUSAND TWO HUNDRED DOLLARS** (\$16,200) to complete the scope of work as outlined in the workplan attached hereto and incorporated herein. **ACRPC** shall charge **Bristol** for the work based on actual time incurred as its audited rate and expenses incurred in fulfilling the contract.

5. PAYMENT PROCEDURES

Invoices for the work shall be submitted on a monthly basis to **Bristol**;

Attn: Ms. Valerie Capels
C/o Town of Bristol
P.O. Box 249
1 South Street
Bristol, VT 05443.

Bristol will pay the invoice within 30 days of its receipt.

6. COVENANTS

A. Indemnification: **Bristol** agrees that it shall indemnify and hold **ACRPC**, its officers, agents and employees, harmless from liability for damages to third parties, together with costs, including attorney’s fees, incurred in defending such claims by third parties.

B. Insurance: Prior to beginning any work **ACRPC**, and all subcontractors, shall obtain the following insurance coverage and keep that coverage in place for the period of the agreement. **ACRPC** shall demonstrate compliance with minimum limits and coverage by providing **Bristol** with appropriate certificates of insurance. With respect to all operations performed by the **ACRPC**, it is the **ACRPC**’s responsibility to ensure that general liability insurance coverage exists throughout the term of this agreement. The insurance coverage shall be on an occurrence form with limits not less than:

i. General Aggregate	\$2,000,000
ii. Products-Completed/Operations Aggregate	\$1,000,000
iii. Each Occurrence	\$ 1,000,000
iv. Fire Legal Liability	\$ 50,000
v. Automobile Liability- Combined Single Limit	\$1,000,000

C. Worker’s Compensation: With respect to all operations performed, **ACRPC** shall carry worker’s compensation insurance in accordance with the laws of the State of Vermont.

D. Audit Record Retention: **ACRPC** agrees to retain, all books, documents, EDM, valuable papers, accounting records, and other evidence, pertaining to costs incurred for work performed under the Agreement, for a period of at least three (3) years after the final “date of acceptance” by **Bristol**, unless otherwise notified by **Bristol**. **ACRPC** further agrees that **Bristol**, the Vermont Agency of Development and Community Affairs or other authorized representatives of the state government shall have access to all the above information for the purpose of review and audit during the agreement period and anytime within the retention period. Copies of all information referenced above shall be provided to **Bristol** if requested.

7. STATE REQUIRED SUBCONTRACT PROVISIONS

A. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney’s fees, except as the same may be reduced by a court of competent jurisdiction. The Party’s liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party’s liability.

- B. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- C. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.
- D. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- E. Taxes Due to the State:**
1. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 2. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
 3. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 4. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- F. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- G. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- H. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

- I. **State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- J. **Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

8. GENERAL PROVISIONS

- A. **Personnel and Subcontractors:** ACRPC shall employ only qualified personnel, to carry out and supervise the work. ACRPC shall also be responsible for hiring any subcontractors supervising their work and ensuring their compliance with the terms of this agreement. Bristol shall have the right to approve or disapprove key personnel and Subcontractors, and their personnel, assigned to administer activities related to the agreement.
- B. **Non-Assignability:** ACRPC shall not assign, sublet or transfer any interest in the work described by this agreement without prior written consent of Bristol. The approval or consent to assign or sublet any portion of the work shall in no way relieve ACRPC of responsibility for the performance of that portion of the work so transferred.
- C. **Available Data:** Bristol agrees to make available, at no charge, for the ACRPC's use all data related to the agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
- D. **Ownership of Work:** All data and documents produced under the terms of the agreement shall become the property of Bristol. ACRPC agrees to allow access to all data and documents at all times and shall transfer the final data produced via zip disk or CD in a format suitable to Bristol's needs. All GIS data produced shall meet VGIS standards. However, ACRPC may use those portions of the plan that conform to the needs of other municipalities in the region to provide similar services to them.
- E. **Amendment:** No changes or amendments of the agreement shall be effective unless documented in writing and signed by authorized representatives of the Bristol and ACRPC.
- F. **Time Schedule:** It is mutually understood and agreed that all work for this project should be completed in a manner that allows Bristol to expend funds by May 31, 2020 in accordance with the time for performance of its underlying grant with the Agency of Commerce.
- G. **Termination:** The agreement may be terminated in accordance with the following provisions:
 - i. Breach of Contract: Bristol reserves the right to terminate the agreement for breach of contract. Termination for breach of contract will be without further compensation to the ACRPC. Additionally, Bristol may pursue other remedies available to it to recover damages.
 - ii. Termination for Cause: Bristol reserves the right, upon written notice to ACRPC, to terminate the agreement, as of a date to be specified by Bristol, if ACRPC fails to complete the designated work to the satisfaction of Bristol, within the time schedule agreed upon. ACRPC shall be

compensated on the basis of the work performed and accepted by **Bristol** at the date of final acceptance of the agreement.

- iii. Non-payment: **ACRPC** may terminate the work if **Bristol** fails to pay the invoices within the terms of this contract.

H. Governance: This agreement shall be governed according to the laws of the State of Vermont.

I. Severability: The invalidity of any paragraph of this agreement shall be treated separately from all other paragraphs and shall not affect the validity of any or all other paragraphs.

In witness whereof, the Town of Bristol and the Addison County Regional Planning Commission have executed this agreement as of the date first written above.

TOWN OF BRISTOL

BY: _____
Its duly authorized agent

ADDISON COUNTY REGIONAL PLANNING COMMISSION

BY: 
Executive Director

Attachment A
 Work Plan and Budget
 MP-2019-Bristol-00040
 Town of Bristol

Personnel

Material

Task Name	Description of Task	Personnel				Material		Total Cost
		Paid Personnel	Hours	Hourly Rate	Cost	Description	Cost	
1.	Meet with PC/Selectboard throughout update and editing process	Regional Planning Staff	20	\$70	\$1,400			\$1,400
2.	Update statistical information throughout plan	Regional Planning Staff	30	\$70	\$2,100			\$2,100
3.	Update of Plan Maps and inclusion of River Corridor Map	Regional Planning Staff	15	\$100	\$1,500			\$1,500
4.	Natural Resource Updates to include Flood, Shoreline, Forest Fragmentation and Hazard Mitigation discussion and revisions	Regional Planning Staff	30	\$70	\$2,100			\$2,100
5.	Goals, policies, and task updates for all chapter	Regional Planning Staff	40	\$70	\$2,800			\$2,800

6.	Public Outreach Strategy - piggy back on on-going community events to provide transparency to community-planning connection	Regional Planning Staff	30	\$70	\$2,100			\$2,100
7.	Document revision and formatting process to ultimately create draft plan for PC Public Hearing	Regional Planning Staff	60	\$70	\$4,200			\$4,200
8.	Public hearing notices, advertising, printing, meetings support, and other expenses	Other			\$0	public hearing notices, ads, printing, meetings support	\$800	\$800
Totals					\$16,200		\$800	\$17,000

Total Project Cost: \$17,000
State Funds - Grant Amount Requested: \$15,000
Total Match Funds \$2,000
Minimum Required Match Funds: \$1,500
(10% of State Grant Funds)

Additional Match Funds: \$500