

CONTRACT FOR ADMINISTRATIVE SERVICES AND PROGRAM MANAGEMENT

TERMS AND CONDITIONS OF CONTRACT

Between
Town of Bristol
and
Evernorth, Inc. and Addison County Community Trust

This Contract made on this ____ day of _____ 2023 is entered into by and between the Town of Bristol (hereinafter called the “Town”), Evernorth, Inc. and Addison County Community Trust, Inc. (hereinafter called “EN” and “ACCT”).

Witnesseth:

Whereas, on November 19, 2021, the Town was selected by the Vermont State Agency of Commerce and Community Development (hereinafter called “Agency”) to receive a grant (the “Grant”) under the Vermont Community Development Program (“VCDP”), designated as Grant Agreement #07110-IG-2021-Bristol-16 (the “Grant Agreement”), for the construction of twenty (20) units of mixed-income housing among three buildings located at Firehouse Drive in the Town of Bristol (the “Project”).

Whereas, pursuant to the Grant, the Town is undertaking certain activities more fully described in the Grant Agreement and whereas the Grant Agreement is hereby made a part of this Contract; and

Whereas, the Town desires to engage EN and ACCT to render assistance in such activities;

Now, therefore, the Town, EN and ACCT, in consideration of their mutual promises, do mutually agree as follows:

- A. The Town and ACCT shall provide professional services for the general administration of this Grant in accordance with the terms and conditions of the Grant Agreement.
- B. EN and ACCT shall provide program management services for this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement.
- C. EN and ACCT will be paid nothing for their services.

**ARTICLE I
RESPONSIBILITY OF EN AND ACCT**

- I. EN and ACCT shall perform the following required services in the program management of the Grant Agreement:

- i. Managing the environmental review process in order to secure release of funds under the environmental regulations,
- ii. Oversee compliance with labor standards (including ensuring adherence to Davis-Bacon wage rates and maintaining all related documentation, if applicable),
- iii. Assistance with securing all required permits,
- iv. Oversee all procurement processes to ensure compliance with applicable procurement standards,
- v. Manage all contracts for the construction of the project,
- vi. Oversee the construction process, and
- vii. Arrange for and coordinate any necessary legal services

A. EN and ACCT shall document the benefit to low and moderate income households and persons as required in the Grant Agreement.

B. EN and ACCT shall maintain all project files.

C. EN and ACCT shall assist the Town in developing a bid package for the audits required by the Grant Agreement.

D. EN and ACCT shall assist the Town to prepare and submit the progress reports, in the required format, to the Town in time for submission to the Agency as required by Attachment A of the Grant Agreement.

E. EN and ACCT shall assist the Town to prepare closeout and final report documents and provide the Agency with any other information about the Project necessary for the Grant Agreement to be successfully closed.

F. EN and ACCT shall Assist the Town with developing a Closeout Agreement as required by Attachment A of the Grant Agreement to deal with Program Income received by the Town from activities supported by VCDP grant funds.

G. EN and ACCT will provide professional services for the Program Management of this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement for the Project.

II. ACCT shall perform the following required services in the general administration of the Grant Agreement:

- i. Work with the Town to establish and maintain a financial management system which meets the standards stated in Section VI of Attachment D to the Grant Agreement. The system must assure effective control over and

accountability for all funds, property, and other assets used and/or attained under the Grant Agreement.

- ii. Maintain adequate records of the disbursement and receipt of VCDP grant funds.
- iii. Prepare and submit the progress reports, in the required format, to the Town in time for submission to the Agency as required by Attachment B of the Grant Agreement.
- iv. Prepare closeout and final report documents and provide the Agency with any other information about the project necessary for the Grant Agreement to be successfully closed.
- v. Assist the Town with developing a Closeout Agreement as required by Attachment A of the Grant Agreement to deal with Program Income received by the Town from activities supported by VCDP grant funds.

EN and ACCT shall agree to indemnify and hold the Town harmless from and against any loss, liability, claim, demand or suit caused by, due to, or arising out of the performance of the Contract by EN and ACCT or for any act or omission of EN and ACCT or any of their agents, officers and employees.

ARTICLE II RESPONSIBILITY OF THE TOWN

A. The Town will bring to this endeavor a willingness to work with the EN and ACCT to complete the Project and provide technical assistance as needed.

B. The Town will establish and maintain a financial management system which meets the standards stated in Section VI, Financial Management, of the Grant Agreement. The system must assure effective control over and accountability for all funds, property, and other assets used and/or attained under the Grant Agreement.

C. The Town will maintain adequate records of the disbursement and receipt of VCDP grant funds within the Town's depository account.

D. The Town shall assume responsibility for assisting EN and ACCT insofar as possible for the purpose of efficiency, but nothing herein shall be construed as relieving EN and ACCT of its responsibility to provide the services described in this Contract.

E. Other responsibilities as agreed upon.

ARTICLE III SUBCONTRACTS

No subcontract may be awarded by EN and ACCT, the purpose of which is to fulfill in whole or part, the services required by EN and ACCT without the prior written approval of the Town.

TERM OF CONTRACT

A. All services to be performed hereunder shall commence immediately and shall continue through and including the last day of December 2024 unless continued by agreement of the parties in written amendment prior to said termination.

B. This Contract shall be extended or shortened by mutual consent of both parties.

ARTICLE V PAYMENT TERMS AND CONDITIONS

A. For the program management services as outlined in ARTICLE I of this Contract and the Grant Agreement, EN and ACCT will perform the work at no cost to the Town.

B. EN and ACCT shall be responsible for expenditures above and beyond the amounts agreed to in this Contract.

ARTICLE VI

This Contract is subject to the following provisions:

A. Amendments

This Contract may be amended provided such amendment is agreed to in writing by all signatories hereto. Copies of such amendment shall be submitted to the Agency by the Town.

B. Personnel

All the services required hereunder will be performed by EN and ACCT or under its supervision as approved under Article III, and all personnel engaged in the work shall be authorized or permitted under state and local law to perform such services.

C. Assurances and Compliances

EN and ACCT shall comply with all sections, as they apply, of the Grant Agreement. Specific compliance is required in the areas of:

1. Conflict of Interest, Section VII (B) of Attachment D of the Grant Agreement
2. Equal Opportunity, Section X of Attachment D of the Grant Agreement

3. Retention of and Access to Records, Section XIV of Attachment D of the Grant Agreement
4. Single Audit Act of 1984, Section XII of Attachment D of the Grant Agreement

D. Termination of Agreement for Cause

1. If through any cause, one party shall fail to fulfill its obligations under this Contract in a timely and proper manner, or if one party shall substantially violate one of the covenants, agreements or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract.

2. The Town shall give EN and ACCT (60) days written notice of its intention to terminate this Contract for cause. The specific cause(s) for termination must be stated in the notice for termination.

3. Within the 60-day period, EN and ACCT shall furnish the Town with written documentation, satisfactory to the Town, that the conditions of the Contract are being fulfilled and that all the objections raised by the Town under this section have been rectified.

4. If EN and ACCT fail to furnish satisfactory documentation of fulfillment of the conditions as set forth in the preceding paragraphs, the Town shall send a Letter of Termination, notifying EN and ACCT that it shall incur no new obligations after receipt of the Letter of Termination.

5. Ten (10) days after receipt of the Letter of Termination, EN and ACCT shall submit an accounting acceptable to the Town of all outstanding obligations.

E. Interest of Parties

No officer, member, or employee of the Town, EN and ACCT, its designees or agents and no member of its governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

F. Compliance with Local Laws

EN and ACCT shall comply with all applicable laws, ordinances and codes of the State and local government.

G. Assigns

EN and ACCT shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without written approval of the Town, provided, however, that claims for money due or to become due EN and ACCT from the Town under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly.

H. Governing Law

Unless otherwise specified, this Contract shall be covered by the laws of Vermont, and the legal requirements incumbent upon the parties of this Contract as a result of the Town's utilization of funds within this Contract provided by the State.

I. Extent of the Contract

This Contract and the attached Grant Agreement represents the entire and integrated Contract between the Town and EN and ACCT and supersedes all prior negotiations, representations or Agreements, either written or oral. This Contract may be amended only by written instrument signed by EN and ACCT and the Town.

Town of Bristol

Authorized Agent

Date

Evernorth, Inc.

Authorized Agent

Date

ADDISON COUNTY COMMUNITY TRUST

Authorized Agent

Date