

CONTRACT FOR ADMINISTRATIVE SERVICES AND PROGRAM MANAGEMENT

TERMS AND CONDITIONS OF CONTRACT

Between
Town of Hinesburg
and
Housing Vermont and Cathedral Square Corporation

This Contract made on this ____ day of February 2015 is entered into by and between the Town of Hinesburg (hereinafter called the Town), Housing Vermont, (hereinafter called HVT) and Cathedral Square Corporation (hereinafter called CSC).

Witnesseth:

Whereas, on October 10, 2014 the Town was selected by the Vermont State Agency of Commerce and Community Development (hereinafter called "Agency") to receive a grant under the Vermont Community Development Program ("VCDP"), designated as Grant Agreement #IG-2014-Hinesburg-00001 (the "Grant"), for the rehabilitation of 24 units of affordable senior rental housing in the Town of Hinesburg.

Whereas, pursuant to said grant, the Town is undertaking certain activities more fully described in Grant Agreement #IG-2014-Hinesburg-00001 between the Town and the Agency dated _____, 2015 (the "Grant Agreement") and whereas the Grant Agreement is hereby made a part of this Contract; and

Whereas, the Town desires to engage HVT and CSC to render assistance in such activities;

Now, therefore, the Town, HVT and CSC do mutually agree as follows:

- A. CSC shall provide professional services for the general administration of this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement.
- B. HVT shall provide program management services for this Grant in accordance with the terms and conditions of this Contract and the Grant Agreement.
- C. HVT and CSC will be paid nothing for their respective administrative and program management services.

**ARTICLE I
RESPONSIBILITY OF HOUSING VERMONT AND**

CATHEDRAL SQUARE CORPORATION

HVT and CSC shall respectively and individually perform the following required services in the general administration and program management of the Grant Agreement.

- A. CSC shall Document the benefit to low and moderate income households and persons as required in the Grant Agreement.
- B. HVT shall Maintain all project files.
- C. CSC shall Assist the Town in developing a bid package for the audits required by the Grant Agreement.
- D. CSC shall 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. CSC shall 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. CSC 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. HVT 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 #IG-2014-Hinesburg-00001 for the Project.
- H. HVT and CSC both 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 Contract of HVT and CSC in performance of the Contract or for any act or omission of HVT and CSC or any of its agents, officers and employees.

ARTICLE II RESPONSIBILITY OF THE TOWN

- A. The Town will bring to this partnership a willingness to work with the HVT and/or CSC 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 X., 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 HVT and/or CSC insofar as possible for the purpose of efficiency, but nothing herein shall be construed as relieving HVT and/or CSC 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 HVT and/or CSC, the purpose of which is to fulfill in whole or part, the services required by HVT and/or CSC 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 June 30, 2016 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 administrative services as outlined in ARTICLE I of this Contract and the Grant Agreement, CSC will perform the work at no cost to the Town.

B. HVT and CSC 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 HVT and/or CSC 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

HVT and CSC 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 XV of the Grant Agreement
2. Equal Opportunity, Section XVI of the Grant Agreement
3. Retention of and Access to Records, Section XX of the Grant Agreement
4. Single Audit Act of 1984, Section XVIII 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 HVT and CSC (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, HVT and CSC 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 HVT and/or CSC fails 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 HV and CSC 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, HVT and CSC shall submit an accounting acceptable to the Town of all outstanding obligations.

6. In the event of termination, HVT and CSC shall be compensated by payment of an amount equal to the effort of HVT and CSC as of the date of termination.

7. HVT and CSC shall assign to the Town their rights to payment in all obligations provided by this Agreement outstanding at the time of the receipt of the Letter of Termination.

E. Interest of Parties

No officer, member, or employee of the Town, HVT or CSC, 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

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

G. Assigns

HVT and CSC 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 HVT and CSC 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, HVT and CSC and supersedes all prior negotiations, representations or Agreements, either written or oral. This Contract may be amended only by written instrument signed by HVT, CSC and the Town.

TOWN OF HINESBURG

Authorized Agent

Date

HOUSING VERMONT

Authorized Agent

Date

CATHEDRAL SQUARE CORPORATION

Authorized Agent

Date