

**LDD Contract for NBRC Catalyst Grant
City of Barre, Vermont
with the
Central Vermont Regional Planning Commission**

General Contract for Services

This contract for Services is made effective as of October 1, 2024, by and between the City of Barre and the Central Vermont Regional Planning Commission (CVRPC).

SCOPE OF SERVICES: Beginning on October 1, 2024, CVRPC will provide the City of Barre with the following Northern Borders Regional Commission (NBRC) Local Development District (LDD)'s services (collectively, the "Services"):

1. GRANT ADMINISTRATION:

LDDs shall have the following scope of services pertaining the Grant Administration:

- Quarterly Reporting: Ensure that the grantee files quarterly reports on time with enough information to provide a meaningful outline of where the project is at in the process.
- Reimbursement Requests: Provide guidance to grantees on filing reimbursements requests and ensure that reimbursement requests are accurate, within approved budget and contain all the necessary documentation to provide evidence of match and reimbursements that are expected to be paid by NBRC.
- Final Reporting: Ensure that the grantee has filed their final report and financial report in a timely manner after the project is complete.
- General Assistance: Be available to provide guidance to the grantee with other issues such as what their responsibilities are regarding procurement of goods and services and contractors. Have a general knowledge base about federal grant programs, specifically NBRC. This does not include conducting the bid processes and assessing bid documents for completion, interviewing potential consultants or other procurement processes.

2. PAYMENT:

Payment shall be made to CVRPC by City of Barre for an amount not to exceed, \$57,517.40 (unless agreed to up front by the 2 organizations) based on the number of hours worked. Charges may include wages and fringe plus the Indirect Cost Rate (ICR) as approved by a Federal Cognizant Agency. Approved ICR will be maintained on record by the LDD.

3. TERM:

This Contract will terminate automatically upon completion by the contract date as listed within the Grantee's Contract between the Grantee (City of Barre) and Northern Border Regional Commission or the completion of the project, whichever comes first.

4. INDEMNIFICATION:

City of Barre agrees to indemnify and hold CVRPC harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against CVRPC that results from the acts or omissions of the City of Barre's employees, agents, or representatives.

5. DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provide for in the Contract.

6. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract, the other part may terminate the Contract.

7. ENTIRE AGREEMENT.

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY.

If any provisions of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

9. AMENDMENT.

The Contract may be modified or amended in writing by mutual agreement between the parties, and by notifying Northern Border Regional Commission.

10. GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the state of Vermont.

11. CONSTRUCTION AND INTERPRETATION.

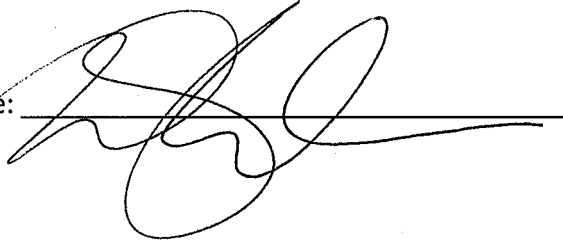
The rule requiring construction of interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the second party signs.

Service Recipient (Grantee):

Nicolas Storellicastro, City of Barre, City Manager

Signature: _____

A handwritten signature in black ink, appearing to be 'NS', written over a horizontal line.

Date: _____

10/28/24

LDD:

Christian Meyer, Executive Director, Central Vermont Regional Planning Commission

Signature: _____

Date: _____