

City of Rutland, Vermont
&
Rutland Redevelopment Authority

AGREEMENT FOR SERVICES

This agreement is entered into by and between the City of Rutland, Vermont, hereinafter called "city", and the Rutland Redevelopment Authority, hereinafter called the "Authority".

WHEREAS, the city and the Authority desire to have the Authority perform certain duties in exchange for an appropriation provided to the Authority by the City.

NOW THEREFORE, the city and the Authority agree as follows:

1. Definition of Services.

The Authority shall provide the following services in addition to the duties, obligations and services already provided pursuant to the authority granted the Authority by the charters of the City of Rutland and the Rutland Redevelopment Authority:

a) Grant Administration:

- 1) The Authority shall serve as the primary Grant Administrative Agent for all City Departments with the exception of Public Safety (fire and police), and Recreation.
- 2) In addition to the responsibilities outlined in Rutland City Charter, §36-4(f), the Authority shall, upon written request from the Mayor, and in concert with the Board of Aldermen, identify, apply for, accept, manage, administer and disburse all grants relating to projects or initiatives as prescribed in such written request.
- 3) The Authority shall, on a quarterly basis, provide to the City a status update on its efforts relative to the projects identified by the Mayor in 1 (a)(2) above;

b) Grand List and Job Development

- 1) The Authority shall, on a quarterly basis, provide to the City, a status update on its efforts to increase or improve the quality of the grand list of the city and to increase jobs in the city including any ongoing collaboration with the Downtown Rutland Partnership.
- 2) The Authority will focus a significant portion of its efforts and resources on

the redevelopment and/or establishment of downtown and city-wide workforce housing units which will provide home-ownership and rental housing options complementing the current Rutland Regional Marketing Plan and the City's objective of reversing declining population trends.

- 3) The Authority, in coordination with the Downtown Rutland Partnership, will focus specific attention on the marketing and promotion of downtown commercial and retail locations and new business opportunities.

c) Blighted Properties:

- 1) In light of the necessity to "redevelop dilapidated and blighted structures" as stated in Rutland City Charter §36-1, the Authority will continue to pursue redevelopment and revitalization strategies developed in connection with the City's 2012 housing needs assessment and the 2013 neighborhood and housing revitalization study. The Authority shall, on a quarterly basis, provide to the city, a progress report on the short and long-term strategies of dealing with blighted properties.
- 2) In light of the negative impact that certain distressed neighborhoods are having on the quality of the greater downtown area, the Authority shall continue to develop long term redevelopment plans, such as the City's 2012 housing needs assessment and the 2013 neighborhood and housing revitalization study, that address the critical need to improve both the properties and environment in the corridors leading into and leaving the downtown area, to include the assessment of condemnation, razing and reconfiguration of structures and changing their associated uses. Further the Authority shall take the lead role in coordinating and convening working groups of stakeholders, public and private developers, private property owners, real estate professionals and local bankers, and appropriate City Department Heads to analyze current housing needs, and to develop and implement both a short term and long term strategy to solve the City's growing vacant residential and commercial properties issue.
- 3) The Authority shall provide guidance to the Board of Aldermen in developing and strengthening the policies or ordinances that relate to city housing codes.
- 4) The Authority shall provide guidance to City Departments in developing strategies and implementing plans to enforce existing city housing codes.

d) Downtown and Growth Center Designations

The Authority shall be responsible for all coordination and efforts to ensure the city retains its State-granted Downtown Designation.

e) Planning

The Authority will perform functions of City Planner under the direction of and in conjunction with the Community Development Committee of the Board of Alderman and in coordination with the City's Building and Zoning Department. These duties will include but not be limited to:

- 1) Perform professional planning with primary emphasis on land use planning and particular attention to transportation, capital facilities, and urban redevelopment issues.
- 2) Collect, analyze, evaluate and present facts to the Planning Commission and City Officials concerning important trends and developments as they relate to land uses in the City.
- 3) Coordinate the Planning Commission's efforts in the development and update of the municipal plan and assist in the implementation of zoning by- laws.
- 4) Assist in the review and approval of development proposals with the appropriate City officials.
- 5) Represent the City's interests on planning issues of regional and State concern, including before the Authority, Planning Commission, Board of Aldermen, Act 250 Commission and Board.
- 6) Act as a resource for the Planning Commission, Board of Aldermen, Mayor and Department Heads on issues and matters related to federal, state, regional and local planning and development
- 7) Monitor the preparation of plans and projects of the City to ensure the compatibility with Federal, State and local laws, rules and guidelines.
- 8) Serve as the City liaison or representative with the Rutland Regional Planning Commission, Rutland Economic Development, Rutland Region Chamber of Commerce and all other regional or local planning organizations that are concerned with the improvement and growth of the Rutland Area, coordinating efforts where possible' so that the Rutland City's interests will be fully considered when projects are initiated.
- 9) Assist the Rutland City Planning Commission in an advisory capacity relating to zoning maps and zoning regulations.

f) Perform such other duties as directed by the Board of Aldermen and the Mayor of the City of Rutland.

2. Term

This agreement shall remain in effect from the time of its execution through June 30, 2024, provided that during the third year of the term on or before June 30, 2022, the city and Authority agree to review this Agreement for Services and in good faith and by mutual agreement may choose to modify and/or amend the Authorities services and/or appropriations for the final two years of the term.

3. Compensation

The City shall compensate the Authority for the term of the service agreement based on the current amount of \$180,000 plus 4% per annum beginning on July 1, 2019 for the services performed pursuant to this agreement. Per annum compensation based on the 4% annual increase for the five year term of this agreement will calculate as follows: FY 2020 = \$187,200, FY 2021 = \$194,688, FY 2022 = \$202,476, FY 2023 = \$210,575, FY 2024 = \$218,998.

Additionally, the City shall provide two office spaces, adjacent to the Office of the Mayor, and use of services at the Rutland City Hall building in- kind.

4. Termination

The city may terminate this agreement for cause or convenience at any time upon notice in writing to the authority.

- a) If terminated for convenience, the Authority shall be entitled to sixty days prior notice and will be reimbursed for any and all services rendered or contracted for under this agreement to the effective date of termination.
- b) If terminated for cause, the Authority shall be entitled to payment only for services satisfactorily performed.
- c) The Authority may terminate this agreement for cause or convenience upon sixty days written notice of its intent to do so.

5. Subcontracts

The Authority may subcontract with third parties for the provision of services under this agreement. The Authority shall provide the city with copies of any third party contracts. Any such subcontract shall be in compliance with federal, state and local regulations.

6. Severability

In the event that any section, subsection or paragraph of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such termination shall not affect the remainder of this Agreement and the same shall be given full force and effect as if said invalid section, subsection, or paragraph had not been included herein.

7. Amendments

No amendments, modifications, or other changes in this Agreement shall be valid or effective without written agreement of the City and the Authority.

8. Extent of Agreement

This agreement represents the entire agreement between the city and the Authority. This agreement may not be modified except by written accord of both parties.

IN WITNESS hereof, the parties have executed this agreement on the 16th day of October, 2018

For the City:

David W. Allaire
David W. Allaire, Mayor
As authorized by the Board of Aldermen 10-15-18

Judy Frayer
Witness

For the Rutland Redevelopment Authority:

David R. Cooper
David R. Cooper, its Chair and duly authorized agent

Martie Arzech
Witness